



AGENDA

SHORELINE CITY COUNCIL REGULAR MEETING

Monday, September 9, 2019
7:00 p.m.

Council Chamber · Shoreline City Hall
17500 Midvale Avenue North

	<u>Page</u>	<u>Estimated Time</u>
1. CALL TO ORDER		7:00
2. FLAG SALUTE/ROLL CALL		
3. REPORT OF THE CITY MANAGER		
4. COUNCIL REPORTS		
5. PUBLIC COMMENT		
<i>Members of the public may address the City Council on agenda items or any other topic for three minutes or less, depending on the number of people wishing to speak. The total public comment period will be no more than 30 minutes. If more than 10 people are signed up to speak, each speaker will be allocated 2 minutes. Please be advised that each speaker's testimony is being recorded. Speakers are asked to sign up prior to the start of the Public Comment period. Individuals wishing to speak to agenda items will be called to speak first, generally in the order in which they have signed. If time remains, the Presiding Officer will call individuals wishing to speak to topics not listed on the agenda generally in the order in which they have signed. If time is available, the Presiding Officer may call for additional unsigned speakers.</i>		
6. APPROVAL OF THE AGENDA		7:20
7. CONSENT CALENDAR		7:20
(a) Approving Minutes of Regular Meeting of July 29, 2019	<u>7a1-1</u>	
Approving Minutes of Workshop Dinner Meeting of August 12, 2019	<u>7a2-1</u>	
(b) Approving Expenses and Payroll as of August 23, 2019 in the Amount of \$7,541,299.21	<u>7b-1</u>	
(c) Adopting Resolution No. 445 - Amending the Council Rules of Procedure Relating to the Use of Gender References and Surnames, Start Times for Public Hearings, and Public Testimony	<u>7c-1</u>	
(d) Authorizing the City Manager to Execute Amendment Four to the Professional Services Contract with Reid Middleton Inc. for the Design and Environmental Review Services for the Westminster Way N and N 155 th Street Improvements Project	<u>7d-1</u>	
8. ACTION ITEMS		
(a) Public Hearing and Discussing the 2020 Community Development Block Grant Funding Plan	<u>8a-1</u>	7:20
<i>Public hearings are held to receive public comment on important matters before the Council. Persons wishing to speak should sign in on the form provided. After being recognized by the Mayor, speakers should approach the lectern and provide their name and city of residence. Individuals may speak for three minutes.</i>		

- (b) Adopting Resolution No. 441: Approving the Shoreline Place Development Agreement Between the City of Shoreline and Merlone Geier Partners 8b-1 7:40

9. ADJOURNMENT 8:10

The Council meeting is wheelchair accessible. Any person requiring a disability accommodation should contact the City Clerk's Office at 801-2231 in advance for more information. For TTY service, call 546-0457. For up-to-date information on future agendas, call 801-2236 or see the web page at www.shorelinewa.gov. Council meetings are shown on Comcast Cable Services Channel 21 and Verizon Cable Services Channel 37 on Tuesdays at 12 noon and 8 p.m., and Wednesday through Sunday at 6 a.m., 12 noon and 8 p.m. Online Council meetings can also be viewed on the City's Web site at <http://shorelinewa.gov>.

CITY OF SHORELINE
SHORELINE CITY COUNCIL
SUMMARY MINUTES OF REGULAR MEETING

Monday, July 29, 2019
7:00 p.m.

Council Chambers - Shoreline City Hall
17500 Midvale Avenue North

PRESENT: Mayor Hall, Deputy Mayor McConnell, Councilmembers McGlashan, Scully, Chang, Robertson, and Roberts

ABSENT: None

1. CALL TO ORDER

At 7:00 p.m., the meeting was called to order by Mayor Hall who presided.

2. FLAG SALUTE/ROLL CALL

Mayor Hall led the flag salute. Upon roll call by the City Clerk, all Councilmembers were present.

3. REPORT OF CITY MANAGER

Debbie Tarry, City Manager, provided reports and updates on various City meetings, projects and events.

4. COUNCIL REPORTS

Councilmember Scully said he attended a meeting of the Continuum of Care Board and reported that a set of criteria was adopted that is equitable regionally, as well as in terms of populations served.

Councilmember Roberts said he attended meetings of the King County Growth Management Policy Board and the Puget Sound Regional Council (PSRC) Executive Board. He said the draft Vision 2050 plan from PSRC was released recently and he shared details of the Sound Cities Association's (SCA) proposed response letter, which includes a draft statement of principles. He said he looks forward to hearing Shoreline's response to Vision 2050 and asked Councilmembers to share any concerns with the SCA response with him. Mayor Hall asked Ms. Tarry to follow up with formal comment from the City.

Mayor Hall said when he learned the dues increase from SCA was set at 3.5 percent he informed SCA that Shoreline opposes dues increases that are more than the rate of inflation.

5. PUBLIC COMMENT

Bettelinn Brown, Shoreline resident, spoke in favor of public outdoor spaces, and specifically about Briarcrest Park.

Bill Dwyer, Shoreline resident, commended staff for the outreach on the Parks PROS Plan. He said it is wrong to exclude parks improvements from the proposed bond measure.

Leo Crisafulli, Shoreline resident, said Shoreline needs an additional skate park, and he is excited about the idea of one being added in the Briarcrest neighborhood. He asked Council to support parks improvements.

Thea DeYoung, Shoreline resident and Shoreline School District employee, said she is in favor of the bond measure that includes parks improvements. She said the Parks Advisory Committee did good work that should not be set aside. Ms. DeYoung added that at SolarFest she heard a lot of feedback in support of the parks piece of the bond measure and that she feels the Briarcrest neighborhood deserves a park of its own.

Joan Herrick, Shoreline resident, said the idea of having the recreation center and pool under the same roof creates an amazing community center. She said she was a member of the Parks Funding Advisory Board and supports the parks improvements being included on the bond measure. She commented that as density increases, so will parks usage, so the City should prepare for the future.

Jean Hilde, Shoreline resident and director of the Briarcrest Neighborhood Association, said Briarcrest has a very diverse community and it needs a gathering space to create connection. She urged Council to support the inclusion of parks improvements on the bond measure.

Ginny Scantlebury, Shoreline resident, said she believes the Council does not have enough information to vote on the bond measure for the proposed Community and Aquatics Center. She referenced a recent informational meeting Shoreline staff held at the senior center and listed the concerns seniors have about the space being made available for them in the new facility design.

Pam Sager, Shoreline resident, said that while the Community and Aquatics Center is exciting, she has grown up in Shoreline parks and she wants to voice how important the parks are to the community. Separately, she said that she hopes Shoreline does not allow inflatable advertising balloons since they waste energy and are an eyesore.

Lance Young, Shoreline resident, said swimming is a critical skill everyone should learn. He said the parks are also critical and requested that the Council consider including parks improvements in the bond measure, and if that is not done, to create a separate bond measure for parks since they are a key to a healthy community, especially in this time of up-zoning. He shared handouts from The Nature Conservancy and USA Swimming Federation.

Stephanie Angelis, Shoreline resident, spoke as the Ballinger neighborhood chair, saying the majority of her neighborhood association supports the addition of parks improvements in the

proposed bond measure. She advocated for the pool and recommended providing scholarships for those who need them to afford to learn to swim.

Robin McClelland, Shoreline resident, said she supports the addition of parks improvements to the bond measure.

6. APPROVAL OF THE AGENDA

The agenda was approved by unanimous consent.

7. CONSENT CALENDAR

Upon motion by Councilmember Scully and seconded by Councilmember McGlashan and unanimously carried, 7-0, the following Consent Calendar items were approved:

- (a) Approving Minutes of Regular Meeting of June 10, 2019
Approving Minutes of Regular Meeting of June 17, 2019**
- (b) Authorizing the City Manager Enter Into a Three-year Microsoft Enterprise Licensing Agreement in the Amount of \$157,611 with CDW Logistics, Inc.**
- (c) Authorizing the City Manager to Execute the Lynnwood Link Urban Tree Canopy and Landscape Enhancement Partnership Cooperative Agreement with Sound Transit and King Conservation District**

8. ACTION ITEMS

- (a) Adopting Ordinance No. 866 - Authorizing the Placement of a Ballot Measure on the 2019 General Election Ballot to Authorize a Property Tax Bond Measure for an Aquatics, Recreation and Community Center and Optionally Priority Parks Improvements

Eric Friedli, Director of Parks, Recreation, and Cultural Services, delivered the staff presentation. He summarized the Council direction behind the preparation of proposed Ordinance No. 866 and shared the new name for the project – Shoreline Aquatics, Recreation, and Community Center (ShARCC). He shared the details of the Shoreline School District commitment to contribute \$2.43 Million to the project and said the proposed bond amounts for both bond ordinance alternatives were reduced by \$2.4 Million to reflect the School District's contribution. He reviewed the Council discussion on June 24, 2019 and their subsequent direction to prepare two versions of the ordinances. He said that staff prepared Alternative One consisting only of the ShARCC; and Alternative Two, which includes the ShARCC and other priority parks improvements. He displayed the scope, the total bond measure amount, and the net monthly impact on a median valued home for both alternatives.

Mr. Friedli gave an overview of the parks improvements, shared concept designs for the four parks included in Alternative Two, and displayed the proposed ballot titles for both alternatives. He then described Councilmember Roberts' two proposed options of amendments to Ordinance

866 Alternative Two. He said the next steps would be to vote on the Ordinance and, if passed, to appoint the Pro and Con committees for the purpose of writing the Voter's Pamphlet statements prior to the general election on November 5, 2019.

Councilmember McGlashan moved to adopt Ordinance No. 866 as presented in Attachment B that includes construction of the ShARCC and the priority parks improvements as detailed in the staff report. The motion was seconded by Councilmember McConnell.

Councilmember McGlashan said he is excited about both components of the project and said he thinks the process to identify the priority parks of the Parks Funding Advisory Committee and staff should be honored. He suggested alternatives to improvements for James Keough Park, as well. He said he has a great concern that the bond measure will not pass unless the parks are included.

Deputy Mayor McConnell thanked the community for the work on the PROS Plan and recognized the Parks Funding Advisory Committee and staff for their work on the project. She commended the Briarcrest community for advocating for their neighborhood. She confirmed that the current design of the ShARCC is at a very early stage of the process, and there is room for change. Mr. Friedli added that after the meeting at the Senior Center, staff have reevaluated needs and will work in conjunction with the senior program staff and advocates as adjustments are incorporated and specific components are identified.

Deputy Mayor McConnell asked about the concerns expressed over losing baseball fields. Mr. Friedli said he has heard from Shoreline Little League about not wanting to lose fields, and from the Briarcrest neighborhood about needing more park space. He explained that this work is a compromise, and by removing a field it creates space to meet needs of other people in the community. He said he is confident that there is unused capacity to meet sports teams' needs.

Councilmember Roberts said that while our parks system is fantastic, there are still lots of improvements to be made. He stressed the importance of parks as an economic development driver. He voiced the concerns of the Shoreline Little League, described the different field size needs depending on age of players, and said the primary issue is that the one 90 foot field in Shoreline is proposed to be taken out to make way for other amenities. He said the incoming president of the Shoreline Little League asked him to ask the Council to delay the vote on this until some of the field problems could be worked out.

Councilmember Roberts asked if he is correct in understanding that while the selected parks improvements may have minor amendments, there is no plan for a larger redesign of the proposal. Mr. Friedli said that while it would be unlikely to restart a master planning process, it may make sense to move things around and gave examples of possibilities. He said the City is open to working with all the user groups more closely on each of the improvements.

Councilmember Scully said this Council meeting has been a demonstration on the effectiveness of compelling public comment and said he will be supporting the Ordinance with the inclusion of

the parks improvements. He encouraged the community to continue to bring concerns to the attention of the Council.

Councilmember Chang said she will be supporting including parks improvements in the bond measure. She outlined the amenities and services the ShARCC will offer, describing it as a community gathering space. She recognized the big financial lift being asked and suggested information about property tax exemptions be communicated to residents.

Councilmember Robertson said that she is grateful for, and impressed with, the advocacy from community groups in support of this bond measure that includes parks improvements. She agreed with the importance of providing open spaces as more multi-family dwellings are being built. She recognized the cost, and said she is optimistic that voters will support it. She responded to the concerns of the seniors by saying this is a new venture, with a lot of planning still to be done.

Mayor Hall thanked all constituents for their participation in the process of this project and recognized the value of the projects to the residents. He acknowledged the fact that the pool needs replacement. He said he is pleased the School District is contributing to funding, but that he would have preferred a funding model that included more public and private sector partners. Because of the funding structure package itself, he said he will not be supporting this Ordinance.

Councilmember Roberts moved to postpone the vote on Ordinance No. 866 to the August 5, 2019 meeting. The motion died for lack of a second.

The main motion passed 6-1, with Mayor Hall voting no.

9. STUDY ITEMS

- (a) Discussing Resolution No. 439 – Approving the 2019 King County Comprehensive Solid Waste Management Plan

Autumn Salamack, Environmental Services Coordinator, delivered the staff presentation. She was joined by Dorian Waller, Government Relations Administrator with King County Solid Waste. Mr. Waller explained that the plan covers all of King County's regional system and revealed that the amount of garbage collected is trending down due to an increase in recycling. He said the system consists of public and private partnerships and defined the roles of each participating agency. He named Shoreline as a standout community because of the City's admirable recycling practices.

Mr. Waller listed the three key components of the Comprehensive Solid Waste Management Plan of disposal, transfer services, and recycling. He stated the goal of reaching a 70 percent recycling rate and described the implementation of a menu of actions that will let cities tailor collection approaches based on their specific needs. He said the goal for transfer services is to continue modernizing facilities and he listed the benefits the improvements would bring. Mr. Waller said that the plan includes the disposal objective of further developing the Cedar Hills Landfill to maximize capacity as the County plans for the post-Cedar Hills disposal method, and

he listed some alternatives being explored. Mr. Waller discussed the amendments to the Comprehensive Plan made by King County Council and the Regional Policy Committee. He displayed a graphic showing the steps in the Plan approval and the timeline for City action. He summarized the requirements for plan approval and opened the floor for discussion.

Mr. Waller was asked to explain how King County is working with Recology on recycling efforts, and he described the work of their Responsible Recycling Task Force. He described the market for recycling as changing, rather than decreasing, and explained why. Mayor Hall added that the additional costs for processing recyclables is being passed on to the consumer.

Councilmember Roberts said that consumers need to take extra steps to properly recycle with less contamination. He asked how he could be confident that the Comprehensive Plan will work, long-term, even if haulers make changes to the product they will accept. Mr. Waller said that the Plan is updated every five years. He said there are simple ways in which Cities can increase their recycling rates and he assured the Council that haulers will continue to accept recyclables.

Councilmember McGlashan said he feels there needs to be more research on waste energy and expressed that shipping waste is just pushing off the problem. He asked what other counties in the region are doing. Mr. Waller said the current Comprehensive Plan states that when the landfill is full, the County will go straight to removal via rail. He said the institutional decision was to update the Plan to open the discussion to explore other options and described the studies being done to research possibilities.

Mayor Hall shared that he visited a waste energy plant and was impressed with the absence of noticeable emissions. He said he is fine with the Plan and commented on the substantial size of the zoning buffer. He suggested the County consider reducing it since other mitigations are in place. He said he believes there is a huge opportunity for improvements in managing food waste and compost, as well as in waste reduction.

Councilmember McGlashan praised the Shoreline School District for the Green Team programs, which encourage waste reduction, composting, and recycling through education and participation. Mr. Waller said that the County is proud of the results of its Green Schools programs.

The Councilmembers agreed approval of Resolution No. 439 should return as a Consent Item.

9. ADJOURNMENT

At 8:42 p.m., Mayor Hall declared the meeting adjourned.

Jessica Simulcik Smith, City Clerk

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

Monday, August 12, 2019
5:45 p.m.

Conference Room 303 - Shoreline City Hall
17500 Midvale Avenue North

PRESENT: Mayor Hall, Deputy Mayor McConnell, Councilmembers Chang, McGlashan, Roberts, Robertson, and Scully

ABSENT: None

STAFF: Debbie Tarry, City Manager; John Norris, Assistant City Manager; Jessica Simulcik Smith, City Clerk; and Allison Taylor, Deputy City Clerk

GUESTS: None

At 5:45 p.m., the meeting was called to order by Mayor Hall.

The purpose of the meeting was identified as a check-in on Council Operational Issues; addressing procedural modifications proposed by Council or staff, discussing potential updates to the Council Rules of Procedure (referred to here as the Rules) and policies, and addressing associated questions staff had presented for Council’s consideration. John Norris, Assistant City Manager, introduced the topics to Council and Mayor Hall facilitated the conversation.

Addressing the administrative updates to the Council Rules, Mr. Norris recapped each potential change. The Councilmembers approved all suggested Rule amendments, as follows. It was agreed that the gendered references should be removed from the Rules. It was decided that since a Public Hearing start time is no longer advertised, the language pointing to a specific time should be removed from the Rules. Upon discussion of the need to further clarify the Rule on campaign references during Public Comment, the Councilmembers agreed to a modification in the wording of the Rule to more accurately reflect what ‘promoting a candidate for public office’ means.

The Council engaged in conversation on several proposed Rule policy questions. It was generally agreed that continuing to include the Flag Salute in the Order of Business is appropriate. After reviewing the Rule 6.3, it was decided that no change was necessary to the language of the Rules, however staff was directed to create a sign in sheet that would allow attendees to express support or opposition on any topic without obligating themselves to making Public Comment. It was settled that it is not necessary to require those who sign up for public comment to list their address, so no change was directed for Rule 6.6, and after consideration, the current language for Rule 6.8 was deemed satisfactory.

Mr. Norris described the suggested protocols for Councilmembers attending religious events. The nuances of when one is in “official capacity” were clarified and Councilmembers were encouraged to consult with the City Attorney for advice on any situations or invitations that might lead to confusion. It was agreed that wearing a City of Shoreline name badge is an indicator of attendance in an official capacity, and Councilmembers agreed that remembering to state ‘I am here in a personal capacity’ would be useful when speaking at events they attend as individuals outside of their City role.

The current Staff Report template was evaluated as part of staff’s work towards continuous improvement. There was a general consensus that the Problem/Issue Statement (as an executive summary) is helpful, and there was a preference expressed that the information not be taken verbatim from the more detailed sections of the report. The Council as a whole suggested that there should be emphasis in keeping the language in the Problem/Issue Statement accessible and suitable for an informal reader. The Council’s diligence in thoroughly reading the Staff Reports prior to the meetings was recognized, and the Councilmembers agreed that they appreciate concise staff presentations, as an overview, rather than a regurgitation, of the Staff Reports. The Council commended staff for the in depth information provided in the Staff Reports.

Upon review of the suggested updates to the Guidelines for Issuing Proclamations, it was established that the decision to issue proclamations would remain at the discretion of the Mayor and that staff would reword the criteria for recognizing student champions.

At 6:51 p.m. the meeting adjourned.

Allison Taylor, Deputy City Clerk

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Approval of Expenses and Payroll as of August 23, 2019
DEPARTMENT:	Administrative Services
PRESENTED BY:	Sara S. Lane, Administrative Services Director

EXECUTIVE / COUNCIL SUMMARY

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

RECOMMENDATION

Motion: I move to approve Payroll and Claims in the amount of \$7,541,299.21 specified in the following detail:

***Payroll and Benefits:**

Payroll Period	Payment Date	EFT Numbers (EF)	Payroll Checks (PR)	Benefit Checks (AP)	Amount Paid
Prior period check voided/reissued			16357/16461		\$0.00
Check voided			16462		\$0.00
Prior period check voided/reissued			16409/16463		\$0.00
6/30/19-7/13/19	7/19/2019	85955-86233	16464-16521	75214-75221	\$957,091.33
7/14/19-7/27/19	8/2/2019	86234-86512	16522-16575	75647-75652	\$755,520.83
7/28/19-8/10/19	8/16/2019	86513-86797	16576-16627	75711-75716	\$758,470.19
					<u>\$2,471,082.35</u>

***Accounts Payable Claims:**

Expense Register Dated	Check Number (Begin)	Check Number (End)	Amount Paid
7/30/2019	75222	75222	\$53,671.91
8/1/2019	75223	75241	\$405,578.95
8/1/2019	75242	75261	\$409,469.14
8/1/2019	75262	75315	\$990.00
8/1/2019	75316	75419	\$5,922.43
8/1/2019	75420	75429	\$71,426.24
8/1/2019	75430	75450	\$1,781,776.77

***Accounts Payable Claims:**

Expense Register Dated	Check Number (Begin)	Check Number (End)	Amount Paid
8/1/2019	75451	75458	\$1,168.62
8/5/2019	75459	75459	\$2,560.00
8/8/2019	75460	75484	\$309,022.84
8/8/2019	75485	75598	\$5,966.17
8/8/2019	75599	75622	\$69,344.60
8/8/2019	75623	75646	\$159,571.29
8/15/2019	75653	75674	\$181,528.17
8/15/2019	75675	75688	\$140,469.89
8/15/2019	75689	75689	\$10,227.53
8/15/2019	75690	75703	\$13,015.00
8/15/2019	75704	75710	\$909.34
8/20/2019	75717	75718	\$94,197.22
8/22/2019	75719	75751	\$154,641.60
8/22/2019	75752	75774	\$2,660.20
8/22/2019	75775	75782	\$35,503.21
8/22/2019	75783	75836	\$1,160,595.74
			<u>\$5,070,216.86</u>

Approved By: City Manager DT

City Attorney MK

Council Meeting Date: September 9, 2019

Agenda Item: 7(c)

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Adoption of Resolution No. 445 - Amending the Council Rules of Procedure Relating to the Use of Gender References and Surnames, Start Times for Public Hearings, and Public Testimony
DEPARTMENT:	City Manager's Office
PRESENTED BY:	Jessica Simulcik Smith, City Clerk
ACTION:	<input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

On August 12, the City Council held a dinner meeting focused on Council operations, including a discussion about the Council's Rules of Procedure. Following this discussion, Council requested that the Rules of Procedure be amended as directed at the dinner meeting and be brought back for Council action.

Proposed Resolution No. 445 (Attachment A) would amend the Council Rules of Procedure by amending the following the rules:

- Throughout - remove all references to gender
- Section 5.14 - clarify when formal surnames need to be used
- Section 5.3 - remove start time for public hearings
- Section 6.4 - define what 'promoting a candidate for public office' includes

RESOURCE/FINANCIAL IMPACT:

There are no resources or financial impacts in amending the Council Rules of Procedure.

RECOMMENDATION

Staff recommends that Council adopt proposed Resolution No. 445.

Approved by: City Manager **DT** City Attorney **JA-T**

BACKGROUND

The City Council's Rules of Procedure were initially adopted by Council Resolution No. 183 on February 11, 2002, and have been amended multiple times, most recently in December of 2017 (Resolution No. 422). In order to amend the Council Rules of Procedure, the Council adopts a Resolution that outlines the proposed rule changes.

At Council's August 12, dinner meeting, Council discussed several amendments. The Memo for this meeting can be accessed from the City's website by following this link: <http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/dinner/081219Dinner.pdf>.

Following this discussion, Council requested that the Rules of Procedure be amended as directed at the dinner meeting and be brought back for Council action on a future consent calendar agenda.

DISCUSSION

The following changes were discussed and agreed to by Council. These changes are reflected in the proposed rules in Exhibit A of Resolution No. 445. They are as follows:

- **Remove Gender References**
Throughout the Council Rules there are gender references (he/she, him/her) for the Mayor and Councilmembers. The amendment will replace these references with gender-neutral language to be inclusive of people who are gender non-binary.
- **Use of Surnames**
Rule 5.14 speaks to when Councilmembers should be addressed formally by their surname. The amendment will only require formal surnames to be used at Regular Meetings of the City Council.
- **Public Hearing Start Time**
Rule 5.3.A.8 states "Hearing should commence at approximately 7:20 pm". The amendment removes this text to provide more flexibility for the management of the Council meeting agenda, and brings the Rules into alignment with current public hearing noticing practice.
- **Public Testimony and Promoting a Candidate for Public Office**
Rule 6.4 prohibits members of the public from 'promoting a candidate for public office' during the public comment portion of a Council meeting. Given past and recent examples where candidates for public office have mentioned their candidacy, this amendment further defines what promoting a candidate for public office includes.

RESOURCE/FINANCIAL IMPACT

There are no resources or financial impacts in amending the Council Rules of Procedure.

RECOMMENDATION

Staff recommends that Council adopt proposed Resolution No. 445.

ATTACHMENTS:

Attachment A: Proposed Resolution No. 445

Attachment A, Exhibit A: Amended Council Rules of Procedure

RESOLUTION NO. 445

**A RESOLUTION OF THE CITY OF SHORELINE, WASHINGTON,
AMENDING COUNCIL RULES OF PROCEDURE RELATING TO
USE OF GENDER REFERENCES AND SURNAMES, START
TIMES FOR PUBLIC HEARINGS, AND PUBLIC TESTIMONY.**

WHEREAS, Chapter 35A.12.120 RCW gives the City Council of each code city the power to set rules for conducting its business within the provisions of Title 35A RCW; and

WHEREAS, the City Council has amended its rules of procedure multiple times, most recently on December 11, 2017 by Council Resolution No. 422; and

WHEREAS, the City Council has reviewed its rules of procedure and wishes to amend provisions of the rules; and

WHEREAS, the amendments the City Council seeks to remove gender references, clarify when formal surnames need to be used, remove start time for public hearings, and define what ‘promoting a candidate for public office’ includes; and

WHEREAS, the City Council wishes to make these changes effective immediately; now therefore

**THE CITY COUNCIL OF THE CITY OF SHORELINE, WASHINGTON
HEREBY RESOLVES:**

Section 1. Amendments. The Council Rules of Procedure are amended as set forth in Exhibit A attached hereto.

PASSED BY THE CITY COUNCIL ON SEPTEMBER 9, 2019

Mayor Will Hall

ATTEST:

Jessica Simulcik Smith, City Clerk

**RULES OF PROCEDURE
Resolution No. 183**

TABLE OF CONTENTS

SECTION 1. AUTHORITY

1.1 Intent of Policies 1
1.2 Effect/Waiver of Rules 1

SECTION 2. COUNCIL ORGANIZATION

2.1 Swearing In 1
2.2 Election of Mayor and Deputy Mayor 1
2.3 Duties of Officers 2
2.4 Appointments to Boards and Commissions 3
2.5 Filling a Council Vacancy 3

SECTION 3. AGENDA PREPARATION

3.1 Role of City Clerk 4
3.2 Placement of Items on the Agenda 4
3.3 Format for Staff Reports 4
3.4 Agenda Item Priority 4
3.5 Readings for Ordinances 5

SECTION 4. CONSENT CALENDAR

4.1 Establishment of Consent Calendar 5
4.2 Adoption of Consent Calendar 5
4.3 Removal of Item from Consent Calendar 5

SECTION 5. COUNCIL MEETINGS

5.1 Open Public Meetings 5
5.2 Meeting Cancellation 5
5.3 Regular Meetings 6
5.4 Community Group Presentations 6
5.5 Workshop Dinner Meetings 7
5.6 Executive Sessions 8
5.7 Special Meetings 8
5.8 Emergency Meetings 8
5.9 Meeting Place 8
5.10 Notice of Meetings, Public Hearings 8
5.11 Quorum 8
5.12 Attendance, Excused Absences 8
5.13 General Decorum 9

5.14 Forms of Address 9
 5.15 Seating Arrangement 9
 5.16 Dissents and Protests 9
 5.17 Request for Written Motions 9
 5.18 Confidentiality 9
 5.19 Conflict of Interest, Appearance of Fairness9
 5.20 Adjournment 10
 5.21 Responsibilities of City Clerk 10
 5.22 Attendance of Officers or Employees 10

SECTION 6. PUBLIC TESTIMONY

6.1 Regular Meetings 10
 6.2 Rules for Public Hearings11
 6.3 Group Representation 11
 6.4 Quasi-Judicial Items, Public Comment During Election Season 11
 6.5 Recognition by Chair 11
 6.6 Identification of Speakers 11
 6.7 Instructions for Speakers 11
 6.8 Timekeeper, Donation of Speaking Time.. 11
 6.9 Forms for Comment 11
 6.10 Public Comment Protocols11

SECTION 7. MOTIONS

7.1 Voice Votes 12
 7.2 Motions that do not Receive or Require Seconds 12
 7.3 Tie Votes 12
 7.4 Nature of Motion 12
 7.5 Discussion Following a Motion 12
 7.6 Council Consensus 12
 7.7 Withdrawal of Motions 12
 7.8 Motion to Table 12
 7.9 Motion to Postpone to a Time Certain 12
 7.10 Motion to Postpone Indefinitely 12
 7.11 Motion to Call for the Question 12
 7.12 Motion to Amend 13
 7.13 Repetition of the Motion Prior to Voting 13
 7.14 Voting 13
 7.15 Prohibition of Abstentions 13
 7.16 Silence 13
 7.17 Prohibition of Voting by Proxy 13
 7.18 Close of Discussion 13
 7.19 Motion to Reconsider 13
 7.20 Questions of Interpretation 13

SECTION 8. ITEMS REQUIRING FOUR VOTES 13

SECTION 9. COUNCIL REPRESENTATION

9.1 Expression of Personal Opinion 14
9.2 Support of Official Positions 14
9.3 Correspondence 14
9.4 Use of City Letterhead..... 14
9.5 Controversial Communications 14
9.6 Direction to Staff..... 14

SECTION 10. SUSPENSION AND AMENDMENT OF RULES

10.1 Suspension of Rules 14
10.2 Amendment of Rules..... 14

Section 1. Authority.

- 1.1 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 the current edition of Robert's Rules of Order," a copy of which is maintained in the office of the Shoreline City Clerk.
- 1.2 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.

Section 2. Council Organization.

- 2.1 New Councilmembers shall be sworn in by a judge or the City Clerk.
- 2.2 Election of Mayor and Deputy Mayor.
 - A. The Council shall elect a Mayor and Deputy Mayor for a term of two years.
 - B. The motion to elect the Mayor and Deputy Mayor will be placed on the agenda of the first meeting of even-numbered years.
 - C. In the event the Mayor is unable to serve the remainder of the term, a new mayor shall be elected at the next 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 meeting.
 - D. The election of the Mayor shall be conducted by the City Clerk. 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 Clerk will repeat each nomination until all nominations have been made. When it appears that no one else wishes to make any further nominations, the Clerk will ask again for further nominations and if there are none, the Clerk 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. Only affirmative votes for Mayor shall be given and Councilmembers will be asked to vote by a raise of hands. As soon as one of the nominees receives a majority vote (four affirmative votes), the Clerk will declare ~~him/her~~ that nominee elected. No votes will be taken on the remaining nominees. If none of the nominees receives a majority vote, the Clerk will call for nominations again and repeat the process until a single candidate receives a majority vote. Upon election,

the Mayor will conduct the election for Deputy Mayor following the same process.

- E. A super majority vote (five votes) shall be required to approve a motion to remove the Mayor or Deputy Mayor from office for cause.

2.3 Duties of Officers.

- A. The Mayor, or in ~~his or her~~ the Mayor's absence, the Deputy Mayor, shall be the Presiding Officer of the Council and perform the duties and responsibilities with regard to conduct of meetings and emergency business. In the absence of both the Mayor and the Deputy Mayor, the Council shall elect one of the members to the Council to act as a temporary Presiding Officer.
- B. 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. The Presiding Officer shall decide all questions of order, subject to the right of appeal to the Council by any member.
- D. The Presiding Officer may at ~~his or her~~ their discretion call the Deputy Mayor or any member to take the ~~e~~Chair so the Presiding Officer may make a motion or for other good cause yield the Chair.
- E. The Mayor shall appoint Councilmembers to boards and committees that are not otherwise specified by the National League of Cities, Association of Washington Cities, or King County/Sound Cities Association.
- F. The Mayor shall appoint Councilmembers to Ad hoc City Council subcommittees such as interview panels. Prior to appointment the Mayor shall solicit interest from Councilmembers for their preferred appointments. The appointment list may be referred to the full Council pursuant to Rule 3.2(A) or (B).

2.4 Appointments to Boards and Commissions.

The Council will use the following process in managing the appointment of individuals to Boards and Commissions.

- A. In closed session, the ad hoc subcommittee of Councilmembers gathers and reviews the applications, and determines which applicants will be interviewed.
- B. Subcommittee members inform the City Manager which applicants they plan to interview so that ~~she/he~~ the City Manager can inform the other Councilmembers. If any Councilmember feels strongly that someone not on the interview list should be interviewed, ~~she/he~~ that Councilmember may make this known to the City Manager to relay to the subcommittee.
- C. "Notice" is then given to the public that the subcommittee shall conduct interviews of the "finalists."
- D. In open public meetings, the subcommittee interviews the "finalists." Ground rules will govern the conduct of the meetings and be communicated to all participants. These ground rules will notify audience members that they will not be asked to comment during the meeting, and must not do or say anything that creates the impression that they support or oppose any candidate.
- E. In a closed meeting the subcommittee members review the findings from the interviews and reach consensus on whom to recommend that the full Council appoint.
- F. In a regular public meeting of the Council, the subcommittee's recommendations are made an agenda item and discussed by the Council. Each Councilmember will have the ability to support, oppose, or amend the list of candidates proposed by the ad hoc committee. The recommendations will not be part of the "consent agenda" to ensure a full and thorough vetting of the subcommittee's recommendations. The Council will vote to appoint new members to the board or commission.

2.5 Filling a Council Vacancy.

- A. If a vacancy occurs in the office of Councilmember, the Council will follow the procedures outlined in RCW 42.12.070. In order to fill the vacancy with the most qualified person available until an election is held, the Council will widely distribute and publish a notice of the vacancy, the procedure by which the vacancy will be filled, and an application form.
- B. The Council will draw up an application form to aid the Council's selection

of the new Councilmember.

- C. Those candidates selected by Council will be interviewed by the Council during a regular or special Council meeting open to the public. The order of the interviews will be determined by drawing the names; in order to make the interviews fair, applicants will be asked to remain outside the Council Chambers while other applicants are being interviewed. Applicants will be asked to answer questions posed by each Councilmember during the interview process. The interview process will be designed to be fair and consistent. Each candidate will then be allowed two (2) minutes for closing comments. Since this is not a campaign, comments and responses about other applicants will not be allowed.
- D. The Council may recess into executive session to discuss the qualifications of all candidates. Nominations, voting and selection of a person to fill the vacancy will be conducted during an open public meeting.

Section 3. Agenda Preparation.

- 3.1 Upon direction by the City Manager, the City 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.
- 3.2 An item for a Council meeting may be placed on the agenda by any of the following methods:
 - A. Majority vote or consensus of the Council.
 - B. By any two Councilmembers, in writing or with phone confirmation, with signatures by fax allowed for confirmation of support, no later than 12:00 p.m. five (5) days prior to the meeting. The names of the requesting Councilmembers shall be set forth on the agenda.
 - C. By the City Manager.
 - D. By the Mayor or Deputy Mayor when acting in the absence of the Mayor.
- 3.3 Staff reports shall be in a standard format approved by the City Council.
- 3.4 Agenda items will be prioritized in the following order of importance: 1) items scheduled for statutory compliance; 2) advertised public hearings; 3) continued items from a prior meeting and 4) items scheduled for convenience.
- 3.5 Ordinances scheduled for Council action will generally receive three readings (with the exception of items that have had a public hearing before the Planning

Commission).

- A. The first reading will be the scheduling of the item on the Council Agenda Planner by title or subject. If reasonably possible the item should be listed on the Agenda Planner at least two weeks prior to the second reading. The Mayor or City Manager may authorize exceptions for items of an emergency or unexpected nature requiring immediate action.
- B. The second reading will be scheduled for review and discussion by the City Council. Items of a routine nature may bypass this meeting and be scheduled directly to a Consent Calendar. In such cases Council shall by motion, waive the second reading as part of the adopting motion.
- C. The third reading will be Council review and action at a subsequent meeting.

Section 4. Consent Calendar.

- 4.1 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.
- 4.2 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.
- 4.3 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 5. Council Meetings.

- 5.1 All Council Meetings shall comply with the requirements of the Open Meetings Act (RCW Section 42.30). All Regular Meetings, Special Meetings, and Workshop Dinner Meetings of the Council shall be open to the public.
- 5.2 Any Council Meeting may be canceled by a majority vote or consensus of the Council. The Mayor or Deputy Mayor may cancel a Council Meeting for lack of agenda items.
- 5.3 The Council shall hold **Regular Meetings** on Mondays of each week at 7:00 p.m.

in the Council Chamber of the Shoreline City Hall, located at 17500 Midvale Avenue N, Shoreline, Washington. Should any meeting date occur on a legal holiday, the meeting shall be canceled. There will be no Regular Meetings between December 15th and the end of the year.

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

Regular Meeting (7:00 p.m.)

1. Call to Order
2. Flag Salute, Roll Call
3. Report of the City Manager
4. Council Reports
5. Public Comment, as set forth in Section 6.1(A)
6. Approval of the Agenda
7. Consent Calendar
8. Action Items: The following procedures shall be used:
 - a. Introduction of item by Clerk staff
 - b. Presentation by staff
 - c. Public Hearings, if any noticed (~~Hearings should commence at approximately 7:20 p.m.~~)
 - d. Council motion to move adoption of legislation
 - e. Council discussion and possible action
9. Study Items: The following procedure shall be used:
 - a. Staff reports
 - b. Council discussion
10. Executive Session, if needed
11. Adjournment

- 5.4. The Council shall make available at one meeting of each month, a **Community Group Presentation**. The order of business shall omit Council Reports and include Community Presentations following the Consent Calendar. The intent of the presentations is to provide a means for non-profit organizations to inform the Council, staff and public about their initiatives or efforts in the community to address a specific problem or need. The presentations are available to individuals who are affiliated with a registered non-profit organization. In order to schedule the presentation, two Councilmembers under Rule 3.2(B) must sponsor the request. The presentations shall be limited to 30 minutes, with approximately 15 minutes for the presentation and 15 minutes for questions. Guidelines for presentations include:

- A. Each organization or agency may complete a request form and submit it to the Shoreline City Manager's Office. The blank form shall be available on the City's website and from the City Clerk's Office.

- B. For planning purposes, the presentation must be scheduled on the agenda planner at least four (4) weeks in advance of the meeting date requested.
- C. Information and sources used in the presentation should be available in hard copy or electronically for reference.
- D. Up to three (3) members of the organization are invited to participate.
- E. The presentation must support the adopted position/policy of the organization.
- F. The presentation should be more than a general promotion of the organization. The information presented should be about specific initiatives/programs or planning that the organization is doing which is relevant to Shoreline citizens and government.
- G. Presentations shall not include:
 - 1. Discussion of ballot measures or candidates.
 - 2. Issues of a partisan or religious nature.
 - 3. Negative statements or information about other organizations, agencies or individuals.
 - 4. Commercial solicitations or endorsements.
- H. Organizations which may have alternative, controversial positions or information will be scheduled at the next available Regular Meeting.

5.5 The Council shall hold **Workshop Dinner Meetings** on the second and fourth Monday of each month at 5:45 p.m. in Conference Room 303 of Shoreline City Hall, located at 17500 Midvale Avenue N, Shoreline, Washington. Should any meeting occur on a legal holiday, the meeting shall be canceled. There will be no Workshop Dinner Meetings between December 15 and the end of the year.

- A. Workshop Dinner Meetings will be informal meetings for the purpose of meeting with other governmental agencies and officials such as the School District, utility districts, Fire District, neighboring city officials, regional organizations, Shoreline-Lake Forest Park Arts Council, Transit, etc., and other agencies and topics as deemed appropriate by the City Council or City Manager. Workshop Dinner Meetings may also be used by the Council to conduct Executive Sessions.
- B. No final votes may take place at Workshop Dinner Meetings, however, the Council may provide administrative direction to staff by consensus or vote. The agenda for these meetings will be appended to the Regular Meeting agenda and posted and distributed in the same manner as the Regular Meeting agenda.

- 5.6 The Council may hold Executive Sessions from which the public may be excluded, for those purposes set forth in RCW 42.30.110 and RCW 42.30.140. 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.
- 5.7 **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. The order of business for Special Meetings may follow Section 5.3(A). Public comment for Action Items will follow the procedure found in Section 6.1.
- 5.8 An **Emergency Meeting** is a special Council meeting called without the 24-hour notice. It deals with an emergency involving injury or damage to persons or property or the likelihood of such injury or damage, when time requirements of a 24-hour notice would make notice impractical and increase the likelihood of such injury or damage. Emergency meetings may be called by the City Manager or the Mayor with the consent of a majority of Councilmembers. The minutes will indicate the reason for the emergency.
- 5.9 **Special Meetings and Emergency Meetings** will be at a time and place as Council directs.
- 5.10 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.
- 5.11 At all Council Meetings, a majority of the Council (four members) shall constitute a quorum for the transaction of business. In the absence of a quorum, the members present may adjourn that meeting to a later date.
- 5.12 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~~ their inability to attend. If the member is unable to contact the Mayor, the member shall contact the City Manager, 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 nondebatable. 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. A motion to excuse a Councilmember may be made retroactively at the next meeting.

5.13 General Decorum.

- A. While the Council is in session, the Councilmembers must preserve order and decorum. 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.
- B. Any person making disruptive, impertinent, or slanderous remarks while addressing the Council shall be asked to leave by the Presiding Officer and barred from further audience before the Council for that meeting.

5.14 At all **Regular mMeetings** ~~except Workshop Dinner Meetings~~, the Mayor shall be addressed as "Mayor (surname)-", ~~the Deputy Mayor shall be addressed as "Deputy Mayor (surname)-",~~ and Mmembers of the Council shall be addressed as "Councilmember (surname)."

5.15 At all Council Meetings except Workshop Dinner Meetings, 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.

5.16 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.

5.17 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.

5.18 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. If a Councilmember unintentionally discloses Executive Session discussion with another party, that Councilmember shall make full disclosure to the City Manager and/or the City Council in a timely manner.

5.19 Prior to commencement of discussion of a quasi-judicial item, the Chair will ask if any Councilmember has a conflict of interest or Appearance of Fairness Doctrine concern which could prohibit the Councilmember from participating in the decision-making process. If it is deemed by the Councilmember, in consultation

with the City Attorney, that it is warranted, the Councilmember should step down and not participate in the Council discussion or vote on the matter. The Councilmember shall leave the Council Chambers while the matter is under consideration.

- 5.20 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.
- 5.21 The City Clerk or an authorized Deputy City Clerk shall attend all Council meetings. If the Clerk and the Deputy Clerk are absent from any Council meeting, the City Manager shall appoint a Clerk Pro Tempore. The minutes of the proceedings of the Council shall be kept by the City Clerk and shall constitute the official record of the Council.
- 5.22 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 6. Public Testimony.

6.1 Regular Meetings.

- A. Members of the public may address the City Council at the beginning of any Regular Meeting under "Public Comment." During the "Public Comment" portion of the meeting, individuals may speak to agenda items or any other topic except those scheduled for a Public Hearing. Individuals may speak for three (3) minutes or less, depending on the number of people wishing to speak. If more than 10 people are signed up to speak each speaker will be allocated two (2) minutes. The total public comment period under Agenda Item 5 (Public Comment) will be no more than 30 minutes. Individuals will be required to sign up prior to the start of the Public Comment period. Individuals wishing to speak to agenda items will be called to speak first, generally in the order in which they have signed. If time remains, the Presiding Officer will call individuals wishing to speak to topics not listed on the agenda generally in the order in which they have signed. If time is available, the Presiding Officer may call for additional unsigned speakers.
- B. If during a Regular Meeting an Action Item is before the Council for the first time and is not part of the consent agenda, public comment for that item will follow the staff report but precede Council review. Individuals may speak for three (3) minutes or less, depending on the number of people wishing to speak. If more than 10 people are signed up to speak each speaker will be allocated two (2) minutes. The total public comment period

for the agenda item will be no more than 30 minutes.

6.2 Public Hearings.

The following rules shall be observed during any Public Hearing:

- A. Individuals will be allowed three (3) minutes to speak.
 - B. The Presiding Officer may allow additional time for receipt of written testimony when needed.
 - C. Prior to closing the hearing the Mayor or Deputy Mayor shall inquire if there are any additional speakers other than those that have signed up and previously spoken, and if there are they shall be allowed to testify.
- 6.3 When large numbers of people are signed up to speak on the same topic, the Mayor may request that the group(s) select a limited number of speakers to cover their view and then ask all those who agree with that position to stand at the conclusion of each presentation.
- 6.4 Public testimony authorized in Section 6.1 may not include comments or information on any quasi-judicial matter pending before the City Council, or on any topic for which Council has closed the public record. During election season, which starts when a candidate officially files their candidacy with the State or a county election office and runs through the election, no person may use public comment to promote or oppose any candidate for public office. Promoting a candidate for public office includes announcing a candidacy for public office, mentioning a specific campaign, or wearing a visible campaign button at the speaker's podium.
- 6.5 No person shall be allowed to address the Council while it is in session without the recognition of the Presiding Officer.
- 6.6 Persons testifying shall identify themselves for the record as to name, city of residence and any organization represented.
- 6.7 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.
- 6.8 The Clerk shall be the timekeeper for all public testimony. Time cannot be donated by one speaker to another.
- 6.9 Printed forms shall be made available at all Council Meetings to allow for written testimony to Council.
- 6.10 Speakers will not be permitted to present testimony via electronic methods (e.g.

PowerPoint). Speakers may utilize visual aids. Hardcopies of all materials may be submitted to the City Clerk to distribute to the Council.

Section 7. Motions.

- 7.1 Unless otherwise provided for by statute, ordinance, resolution, or these Rules of Procedure, all votes shall be taken by voice, except that at the request of any Councilmember, a random roll call vote shall be taken by the City Clerk.
- 7.2 Prior to discussion of an Action Item, a Councilmember should make a motion, which is seconded by another Councilmember, on the topic under discussion. If the motion is not seconded, it dies. Some motions do not require a second: nominations, withdrawal of a motion, request for a roll call vote, and point of order.
- 7.3 In case of a tie vote on any motion, the motion shall be considered lost.
- 7.4 Motions shall be clear and concise and not include arguments for the motion.
- 7.5 After a motion has been made and seconded, Councilmembers may discuss their opinions on the issue prior to the vote. If they wish to do so, they may state why they will vote for or against the motion.
- 7.6 When the Council concurs or agrees with an item that does not require a formal motion, the Mayor will summarize the Council's consensus at the conclusion of the discussion.
- 7.7 A motion may be withdrawn by the maker of the motion, at any time, without the consent of the Council.
- 7.8 A motion to table is nondebatable. It requires a majority to pass. If the motion to table prevails, the matter may be "taken from the table" only by adding it to the agenda of a future meeting, at which time discussion can continue. If an item is tabled, it cannot be reconsidered at the same meeting.
- 7.9 A motion to postpone to a specific time is debatable, is amendable, and may be reconsidered at the same meeting. It requires a majority to pass. The motion being postponed must be considered at a later time in the same meeting or a specific future meeting.
- 7.10 A motion to postpone indefinitely is debatable, is not amendable, and may be reconsidered at the same meeting. It requires a majority to pass. The merits of the main motion may be debated.
- 7.11 A motion to call for the question shall close debate on the main motion and is nondebatable. This motion must receive a second and fails without a two-thirds

(2/3) vote. Debate is reopened if the motion fails.

- 7.12 A motion to amend is defined as amending a motion that is on the floor and has been seconded, by inserting or adding, striking out, striking out and inserting, or substituting.
- 7.13 When the discussion is concluded, the motion maker, Mayor, or City Clerk, shall repeat the motion prior to voting.
- 7.14 The City Council votes on the motion as restated. If the vote is unanimous, the Mayor shall state that the motion has been passed unanimously according to the number of Councilmembers present, such as "7-0" or "6-0." If the vote is not unanimous, the Mayor shall state the number of Councilmembers voting in the affirmative and the number voting in the negative and whether the motion passes or fails.
- 7.15 If a Councilmember has a conflict of interest or an appearance of fairness question under state law, the Councilmember may recuse themselves from the issue and shall leave the council chambers during discussion and voting on the issue. That Councilmember shall be considered absent when voting occurs.
- 7.16 If a member of the Council is silent on a vote, it shall be recorded as an affirmative vote. If a member of the Council abstains, it shall be recorded as an abstention and not included in the vote tally.
- 7.17 No vote may be cast by proxy.
- 7.18 Once the vote has been taken, the discussion is closed. It is not necessary for Councilmembers to justify or explain their vote. If they wish to make their positions known, this should happen during the discussion preceding the vote.
- 7.19 After the question has been decided, any Councilmember who voted in the majority may move for a reconsideration of the motion. The motion for reconsideration must be made at the same or next regular meeting.
- 7.20 The City Attorney, in consultation with the City Clerk, shall decide all questions of interpretations of these policies and procedures and other questions of a parliamentary nature which may arise at a Council meeting. All cases not provided for in these policies and procedures shall be governed by the current edition of Robert's Rules of Order. In the event of a conflict, these Council rules of procedures shall prevail.

Section 8. Items Requiring Four Votes.

The passage of any ordinance, grant or revocation of franchise or license, any resolution for the payment of money, any approval of warrants, and any resolution for

the removal of the City Manager shall require the affirmative vote of at least a majority of the whole membership of the Council (four votes) [RCW 35A 13.170 and 35A.12.1201].

Section 9. Council Representation

- 9.1 Councilmembers who meet with, speak to, or otherwise appear before a community group or another governmental agency or representative must clearly state if ~~his or her~~ their statement reflects their personal opinion or if it is the official stance of the City, or if this is the majority or minority opinion of the Council.
- 9.2 When Councilmembers represent the City or attend meetings in an official capacity as Councilmember, they must support and advocate the official City position on an issue, not a personal viewpoint.
- 9.3 Once the City Council has taken a position on an issue, all official City correspondence regarding the issue will reflect the Council's adopted position.
- 9.4 City letterhead shall not be used for correspondence of Councilmembers representing a dissenting point of view from an official Council position.
- 9.5 As a matter of courtesy, letters to the editor, or other communication of a controversial nature, which do not express the majority opinion of the Council, shall be distributed to the full Council so that Councilmembers may be made aware of the impending publication.
- 9.6 If the Council, in Executive Session, has given direction or consensus to City staff on proposed terms and conditions for any type of issue, all contact with the other party shall be done by the designated City staff representative handling the issue.

Section 10. Suspension and Amendment of Rules.

- 10.1 Any provision of these rules not governed by state law or City ordinance may be temporarily suspended by a majority vote of the Council.
- 10.2 It is the intent of the City Council that the rules of procedure be periodically reviewed as needed. These rules may be amended, or new rules adopted, by a majority vote of the Council, provided that the proposed amendments or new rules shall have been distributed to Council at least one week prior to such action.

Amended by Resolution No. 196
Amended by Resolution No. 205
Amended by Resolution No. 224
Amended by Resolution No. 244
Amended by Resolution No. 255
Amended by Motion, Dec. 7, 2009
Amended by Resolution No. 295
Amended by Resolution No. 296
Amended by Resolution No. 298
Amended by Resolution No. 299
Amended by Resolution No. 306
Amended by Resolution No. 310
Amended by Resolution No. 326
Amended by Resolution No. 334
Amended by Resolution No. 344
Amended by Resolution No. 380
Amended by Resolution No. 381
Amended by Resolution No. 422
Amended by Resolution No. 445

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Authorize the City Manager to Execute Amendment Four to the Professional Services Contract with Reid Middleton Inc. in the Amount of \$80,000 for the Westminster Way N and N 155 th Street Improvements Project
DEPARTMENT:	Public Works
PRESENTED BY:	Tricia Juhnke, City Engineer
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

Reid Middleton Inc. is currently under contract with the City of Shoreline to deliver plans and specifications for the Westminster Way N and N 155th Street Improvements Project (CIP Project). During coordination of work by developers in Westminster Way and establishment of agreements with Trammel Crow Residential (TCR) at Alexan Shoreline and Merlone Geier Partners (MGP) at Shoreline Place, staff identified three additional work items that must be addressed by the CIP Project and require modification to the contract with Reid Middleton. The additional work items are right-of-way services, utility relocation and project traffic control.

A contract amendment is needed for these additional items that requires Council authorization. Tonight, Council is scheduled to authorize the City Manager to enter into the fourth contract amendment with Reid Middleton.

RESOURCE/FINANCIAL IMPACT:

The project is fully funded in the adopted 2019-2024 Capital Improvement Plan as shown below:

EXPENDITURES

Project Administration (Staff + RM Contract + RM Amendments 1 & 2)	\$1,068,814
Reid Middleton - Amendment 4 (<i>this contract amendment</i>)	\$80,000
Real-estate Acquisition	\$159,723
Construction	\$4,346,551
Total	\$5,655,088

REVENUE

General Fund Contribution	\$300,001
Private Donations	\$2,120,000
TIB Fuel Tax Grant	\$3,616,471

Roads Capital Fund	\$228,581
Total	\$6,265,053

Project expenditures shown in the CIP, include portions of work (frontage improvements) which are the responsibility of the adjacent developers (MGP and TCR). The revenue source "Private Donations" indicates improvements provided by TCR under the Right-of-Way Improvements Phasing Agreement. MGP will also provide revenue which is not yet shown in the CIP. A Developer Agreement and a separate cost sharing agreement with MGP is currently under negotiation and will be brought to the City Council soon.

Cost sharing for storm drain relocation, sanitary sewer relocation, and water service extensions is under negotiation between the City and MGP. Costs and revenue provided by the developers under these negotiations will be added to the CIP after execution of the agreement.

In general, there is adequate funding to cover this amendment and the total project costs.

RECOMMENDATION

Staff recommends that Council move to authorize the City Manager to execute Amendment #4 with Reid Middleton, Inc. in the amount of \$80,000 to provide right-of-way services, utility modifications, and traffic control plans for the Westminster Way N and N 155th Street Intersection Improvements Project.

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

BACKGROUND

Reid Middleton Inc. is a civil engineering design consultant currently under contract with the City of Shoreline to deliver plans and specifications for the Westminster Way N and N 155th Street Improvements Project (CIP Project). On September 25, 2017, the City Council authorized the City Manager to execute a contract (contract No. 8787) with Reid Middleton, Inc., in the amount of \$413,732 for design of the CIP Project. The staff report for this contract authorization can be found at the following link:

<http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2017/staffreport092517-7d.pdf>. A vicinity map of the CIP Project can be found in Attachment A to this staff report.

Two amendments to this agreement have been executed. The first amendment to the contract (contract No. 8787.01) was executed by the City Engineer on April 17, 2018 in the amount of \$14,004. This amendment was required to extend the limits of the project survey base mapping. Survey limits were found to be insufficient for the scope of the project. The second amendment (contract No. 8787.02) was executed by the acting City Manager on November 8, 2018 in the amount of \$25,771. This amendment provided budget for the contractor to modify project limits as required by the Right-of-Way Improvements Phasing Agreement between the City and TCR, which was adopted on September 10, 2018. A third amendment was contemplated but was not executed.

DISCUSSION

During coordination of the work by developers in Westminster Way and establishment of agreements with Trammel Crow Residential (TCR) at Alexan Shoreline and Merlone Geier Partners (MGP) at Shoreline Place, staff identified three additional work items that must be addressed by the CIP project and require modification to the contract with Reid Middleton. The three work items are as follows:

Right-of-Way Services. These services will be used for the acquisition of temporary construction easements, permanent utility and access easements, and a right-of-way dedication. These property rights must be acquired to guarantee construction access to the site and to allow the City permanent access for maintenance of City assets after construction is completed. Right-of-way services were not provided in Reid Middleton's original contract scope. Staff assumed that these services would be performed by City staff. At this time, City staff is not available to provide these services.

Utility Relocation. In working with MGP on the Shoreline Place development, staff determined that an existing City storm drain infrastructure is located on private property without easements. Staff determined that the storm drain infrastructure should be relocated to City right-of-way. This work is being designed separately and will be included in the CIP Project for construction. In addition, relocation of the sanitary sewer from MGP's property and connections to the water main in Westminster Way N will also be constructed with the CIP Project to avoid impacts to newly constructed roadway and sidewalks. An agreement for cost sharing between the City and the developer is currently being negotiated and will be brought to the City Council soon.

Project Traffic Control. The original contract scope included basic traffic control plans. However, additional work is required to accommodate phased project construction and to maintain access to existing businesses and other project stakeholders. Westminster Way N is a federal truck route and provides access to multiple businesses located within and near Shoreline Place. This amendment provides additional budget for in-depth coordination with adjacent businesses and property owners.

A contract amendment is needed for these additional items that requires Council authorization. Tonight, Council is scheduled to authorize the City Manager to enter into the fourth contract amendment with Reid Middleton. The scope of work for this proposed contract amendment is attached to this staff report as Attachment B.

ALTERNATIVES

If this amendment is not approved, Staff will be unable to meet project schedule. Staff plans to advertise for construction bids in October 2019. This timeframe ensures that the City receives high quality and economical bid proposals. In addition to bid climate, staff has worked to negotiate an approved construction schedule with the adjacent developers. If Staff is unable meet schedule commitments, developer work may also be delayed.

COUNCIL GOAL(S) ADDRESSED

This project supports Council Goal #1 to strengthen Shoreline’s economic climate and opportunities and supports Council Goal #2 to improve Shoreline’s infrastructure to continue the delivery of highly-valued public services.

RESOURCE/FINANCIAL IMPACT

The project is fully funded in the adopted 2019-2024 Capital Improvement Plan as shown below:

EXPENDITURES

Project Administration (Staff + RM Contract + RM Amendments 1 & 2)	\$1,068,814
Reid Middleton - Amendment 4 (<i>this contract amendment</i>)	\$80,000
Real-estate Acquisition	\$159,723
Construction	\$4,346,551
Total	\$5,655,088

REVENUE

General Fund Contribution	\$300,001
Private Donations	\$2,120,000
TIB Fuel Tax Grant	\$3,616,471
Roads Capital Fund	\$228,581
Total	\$6,265,053

Project expenditures shown in the CIP, include portions of work (frontage improvements) which are the responsibility of the adjacent developers (MGP and TCR). The revenue source "Private Donations" indicates improvements provided by TCR under the Right-of-Way Improvements Phasing Agreement. MGP will also provide revenue which is not yet shown in the CIP. A Developer Agreement and a separate cost sharing agreement with MGP is currently under negotiation and will be brought to the City Council soon.

Cost sharing for storm drain relocation, sanitary sewer relocation, and water service extensions is under negotiation between the City and MGP ("Agreement for Relocation of Stormwater and Sewer Lines and Water Line Extensions"). Costs and revenue provided by the developers under these negotiations will be added to the CIP after execution of the agreement.

In general, there is adequate funding to cover this amendment and the total project costs.

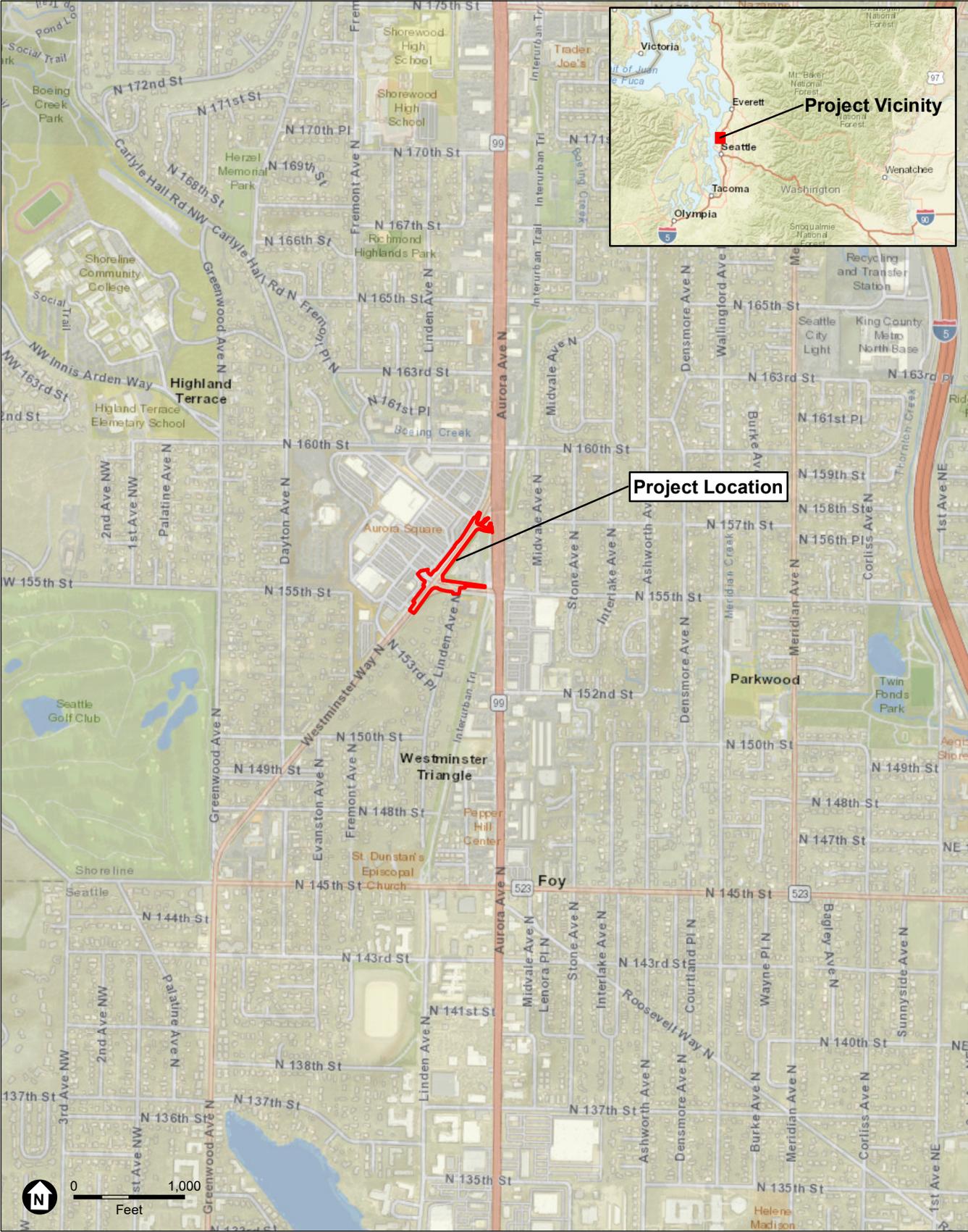
RECOMMENDATION

Staff recommends that Council move to authorize the City Manager to execute Amendment 4 with Reid Middleton, Inc. in the Amount of \$80,000 to provide right-of-way services, utility modifications, and traffic control plans for the Westminster Way N and N 155th Street Intersection Improvements Project.

ATTACHMENTS

Attachment A – Project Vicinity Map

Attachment B – Scope of Work to Amendment 4 to Reid Middleton Contract



SOURCE: ESRI 2017

Westminister Way N and N 155th Street Intersection Improvements

Attachment A
Vicinity Map

EXHIBIT A4
Scope of Services
City of Shoreline
Westminster Way N and N 155th Street Design
Contract No. 8787 Supplement No. 4
Right-of-Way Services
August 19, 2019

PROJECT UNDERSTANDING

The City of Shoreline (City) requires the services of Reid Middleton, Inc. (Consultant) to provide additional services for the Westminster Way N and N 155th Street Project. Additional services include Right-of-Way Services for the acquisition of temporary construction easements (TCE's), permanent easements, and right-of-way dedication. Additional services also include incorporating water, sewer, and storm drainage plans into the contract documents. This work will include compiling the technical specifications and contract manual information, revising the project cost estimates and bid schedules, and providing construction support services. Construction phasing plans will also be developed for the project.

The City is currently negotiating an agreement with the adjacent developer (MGP). Due to the preliminary/DRAFT status of the agreement, roles and responsibilities shared by the City and developer have not yet been finalized. The City will reduce this scope of work to match the terms of the finalized developer agreement.

The City shall provide support services to the Consultant as described in the following text. The Consultant will coordinate with City staff to facilitate the project.

A. SCOPE OF SERVICES

The Consultant will perform the following:

1. Project Management
 - a. Invoices, Budget Review, and Administration

Deliverables:

- Monthly Invoice and Progress Report, PDF and 1 hard copy.

- b. Subconsultant Management

The Consultant will manage the subconsultants, process their invoices, and disseminate information to the project team.

Subconsultants are:

Commonstreet Consulting, LLC (Right-of-Way Services)
 JA Brennan (Landscape Architecture)
 HWA (Geotechnical Investigation)

2. Right-of-Way Services

- a. The Consultant will provide Right-of-Way support services for the City for up to (4) parcels. Right-of-Way acquisition will be led by the City and be completed in accordance with the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA), WSDOT Local Agency Guidelines (LAG) manual (M 36-63), and the City's approved Right-of-Way Acquisition procedures (January 31, 2018).

b. Right-of-Way Evaluation and Support

The Consultant will provide the following services:

- The Consultant will provide the City with a list of title reports needed. Cost to obtain title reports will be paid directly by the City
- Review title reports. Provide the City of Shoreline with a parcel summary memo listing ownership, title exceptions, existing easements, or other rights of record, and comments or concerns.
- Provide overall coordination for right-of-way activities; maintain records, parcel diary reports, files, documents and reports.
- Review the Right of Way Plan for compliance with WSDOT LAG manual requirements.

c. Temporary Construction Easements (TCEs)

The Consultant will provide the following services in support of obtaining Temporary Construction Easements. The TCE documentation and acquisition assumes up to four (4) TCE's from three (3) parcels with separate ownership.

- Prepare and setup parcel files.
- Prepare a PFE and Administrative Offer Summary reports and worksheets.
- Prepare acquisitions forms needed to obtain temporary construction easements.
- Provide negotiation services for the purchase of temporary construction easements
- Coordinate with the title company to obtain titles

vested in the City, prepare payment vouchers title policy and recording fees, and submit to City to process payment for the parcel.

Deliverables:

- Completed Right-of-Way file, hard copy and PDF

Assumptions:

- One (1) parcel negotiation will require real property valuation. This evaluation will be done under the Administrative Offer Summary (AOS) format, and no design changes will ensue beyond the original valuation assignment.

d. Permanent Easements

The Consultant will provide the following services in support of obtaining Permanent Easements. Documentation and acquisition assumes up to three (3) permanent easements for the project for a total of two (2) parcels.

- Prepare and setup parcel files.
- Prepare a PFE and Administrative Offer Summary reports and worksheets.
- Prepare acquisitions forms needed to obtain easements.
- Provide negotiation services for the purchase of easements.
- Coordinate with the title company to obtain titles vested in the City, prepare payment vouchers title policy and recording fees, and submit to City to process payment for the parcel.

Deliverables:

- Completed Right-of-Way file, hard copy and PDF.

Assumptions:

- One (1) parcel negotiation will require real property valuation. This evaluation will be done under the Administrative Offer

Summary (AOS) format, and no design changes will ensue beyond the original valuation assignment.

- (4) parcel acquisitions, inclusive of a combination of permanent and temporary easement rights, are required to complete project construction
- No federal funding is anticipated. All right-of-way activities will be executed in accordance with Washington State law and not subject to WSDOT Right of Way Certification.

3. Update PS&E for Final Construction Documents

The Consultant will update the PS&E for the project to include any revisions to the plans associated with the additional water, sewer, storm drainage, or other utility improvements associated with the adjacent developments.

(See “OPTIONAL SERVICES”, sections 3 and 4 for additional items)

a. Opinion of Probable Construction Costs

The Consultant will calculate bid item quantities and prepare an opinion of probable construction costs. Costs will be broken out into separate bid schedules as follows:

- Intersection Improvements
- Frontage Improvements
- Stormwater Relocation
- Water Line Extensions and Sewer Relocation

b. Project Manual

The Consultant will provide updates to the project manual to include the additional water, sewer, and water improvements. The contents will include bid form revisions corresponding to the various bid schedules listed above, amendments to the standard specifications, and standard plans. The Special Provisions will be revised separately to address items of work which are not addressed by the APWA and Washington State Standard Specifications.

c. Traffic Control Plan

The Consultant will develop a traffic control plan. The traffic control plan will be a large scale plan indicating advanced placement of traffic control devices city-wide. The consultant will identify alternate routes as required by the City. The traffic control plan will be included in the contract documents.

d. Submit Documents to City for Review

The Consultant will provide the following:

Deliverables:

- Plans, 11" x 17" PDF.
- Opinion of probable construction costs, Excel.
- Project Manual, Word and PDF.

e. Construction Documents (Final)

The Consultant will finalize the plans, project manual and opinion of probable construction costs in response to the City's comments. The Consultant will present a final submittal of the PS&E to the City for approval.

Deliverables:

- 1 copy of Final Plans bearing the engineer's stamp and signature, full-size (22" x 34") bound hard copy on paper.
- Final Plans, 22" x 34" PDF
- Final Opinion of Probable Cost, electronic Excel.
- Final Project Manual, electronic Word and PDF.

f. Traffic Control Plan

The Consultant will develop a traffic control plan. The traffic control plan will be a large scale plan indicating advanced placement of traffic control devices city-wide. The consultant will identify alternate routes as required by the City. The traffic control plan will be included in the contract documents.

Deliverables:

- Final Plans, 22" x 34" PDF

g. Construction Phasing Exhibits

The Consultant will develop construction phasing exhibits. The exhibits will show how traffic flow will be maintained during construction (1) to the Aurora Square property and (2) on Westminster Way N and N 155th St

Deliverables:

- 11" x 17" PDF

B. OPTIONAL SERVICES

Several optional services are included below. The Consultant will provide the following services only as directed by the City:

1. Supplemental Geotechnical Evaluation

- a. The Consultant will perform three (3) additional boreholes along Westminster Way, between N 155th Street and SR 99, to provide subsurface information for design and construction of the proposed relocated stormwater line. Laboratory testing will be performed on samples obtained from the boreholes to characterize relevant engineering properties of the soils. The Consultant will perform engineering analyses and prepare a memorandum summarizing the results of the investigations and laboratory testing along with recommendations for construction.

Deliverables:

- Draft geotechnical memo, PDF.
- Final geotechnical memo, PDF.

2. Supplemental Right-of-Way Services

a. Legal Descriptions

The Consultant will provide legal descriptions for TCEs and Permanent Easements.

- The Consultant will provide the City with a list of legal descriptions as requested.

b. Appraisal Reports

The Consultant will provide appraisal reports for parcel acquisitions as requested.

- The Consultant will provide the City with an appraisal report on a per parcel basis as requested.

c. Right-of-Way Dedication Documentation

The Consultant will provide the following services in support of obtaining one right-of-way dedication.

- Prepare and setup parcel files.
- Complete right-of-way dedication form

- Prepare Exhibit A (Legal Description ROW)
- Prepare Exhibit B (Map/Depiction)

Deliverables:

- Completed Right-of-Way file, hard copy and PDF.

Assumptions:

- No federal funding is anticipated. All right-of-way activities will be executed in accordance with Washington State law and not subject to WSDOT Right of Way Certification.

3. Revise Special Provisions

The special provisions for the intersection improvements will be updated as requested to include any additional water, sewer, storm drainage, and other utility improvements associated with the adjacent developments. The Consultant will coordinate with PACLAND to incorporate the additional specifications and include franchise utility references accordingly.

4. Revise Final Plans

The intersection improvement plans will be updated as requested to include any additional water, sewer, storm drainage, and other utility improvements associated with the adjacent developments. The Consultant will coordinate with PACLAND to incorporate the additional plan sheets into the plan set and update sheet numbers and references accordingly.

5. Construction Support Services

a. Submittal Review Support

The Consultant will provide submittal review support as needed throughout construction.

Deliverables:

- Submittal Review Notes, PDF.

b. RFI Review and Support

The Consultant will provide review and support for contractor Requests for Information (RFI).

Deliverables:

- RFI Review Notes, PDF.

c. On Site Support

The Consultant will attend up to two (4) meetings on site to discuss construction issues and/or questions from the City or Contractor.

d. Geotechnical Support

The Consultant will provide geotechnical engineering support services during construction. Construction inspections services and materials testing is available as requested.

C. ASSUMPTIONS

1. With prior authorization from the City, the Consultant reserves the opportunity to shift budget between work tasks.
2. The construction support services will be provided on a time and materials basis.
3. Full-time Construction Management/Construction Administration (CM/CA) services are not provided within this scope of work.
4. The construction support services described herein are to support the City and their CM/CA team. Primary review and response to contractor submittals and RFI will be done by the CM/CA team.

clw\g:\pworks\engineering\cip projects\westminster and 155th intersection improvements\100 project management\contracts\8787 - reid middleton\3 contract docs\4\draft scope.docx\ce

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Public Hearing and Discussion of the Community Development Block Grant Funding and Contingency Plan for 2020
DEPARTMENT:	Community Services Division
PRESENTED BY:	Bethany Wolbrecht-Dunn, Grants Administrator
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Discussion <input checked="" type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

Biannually the City adopts a Human Services Funding Plan. The 2019 – 2020 Human Services Funding Plan allocates both General Fund and Community Development Block Grant (CDBG) funds to 11 human service agencies to deliver services through 22 separate programs to Shoreline residents, as well as provide for capital projects that support projects for low and moderate income persons. While the City adopts a two-year spending plan for human services funding, it must take public comment and confirm decisions about the use of CDBG funds annually.

For 2020, the City Manager recommends use of CDBG funds to support continued operation of the Interlocal Agreement with King County for administration of our grants, continued support to the Minor Home Repair Program and support of a housing preservation project at King County Housing Authority’s Westminster Manor.

Tonight, Council will hold a public hearing on the proposed 2020 CDBG Funding and Contingency Plan. Then, on September 23, 2019, staff recommends that the Council approve the plan.

FINANCIAL IMPACT:

The 2020 CDBG Funding and Contingency Plan anticipates that the City of Shoreline will be eligible to receive \$322,565 in CDBG funds in 2020. The proposed funding plan would allocate all CDBG funds.

RECOMMENDATION

Staff recommends that Council hold the public hearing regarding the use of the 2020 Community Development Block Grant funding. Staff further recommends that Council approve the recommended projects, as scheduled, on September 23, 2019.

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

INTRODUCTION

The City financially supports Human Services delivery by non-profit agencies using General Fund and CDBG funds. Each year, the Council must hold a public hearing on the proposed use of CDBG funds and act to adopt an allocation plan. CDBG funding is proposed to be used for housing repair and capital projects as well as for planning and administration. This is outlined in the 2020 Community Development Block Grant Funding and Contingency Plan (Attachment A).

BACKGROUND

Biannual Human Services Funding Plan

Biennially the City develops a Human Services Funding Plan to specify how it will allocate funds to address residents' human service needs. The current plan, adopted in 2018, funds 22 separate programs serving an estimated 2,200 Shoreline residents annually. See Attachment B for a list of agencies and the amounts of funding allocated to each agency in 2019 and projected for 2020.

While the City develops a two-year plan for human service allocations, a separate action is required to adopt the CDBG allocation plan each year. Federal regulations require that the City Council hold an annual public hearing before adopting the annual CDBG allocation plan.

CDBG Program

The Federal CDBG Program is one of the most enduring programs providing federal support to local jurisdictions. It was created under Title I of the Housing and Community Development Act of 1974. The primary objective of the CDBG program is the development of viable urban communities, by providing decent housing, a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income. CDBG funds can serve households with incomes up to 80% of the King County median income (\$70,600 for a two person household). CDBG funds can be used for the following activities: acquisition and rehabilitation of housing for low-income and special needs populations; housing repair for homeowners and renters; acquisition and rehabilitation of community facilities; public infrastructure improvements; delivery of human services; historic preservation; planning; CDBG program administration; and economic development.

The City has an Interlocal Agreement with King County for the administration and management of the City's CDBG grant. This agreement calls for the City's annual CDBG Plan to allocate 48% of the available revenues to local projects. The balance of the CDBG funds is allocated to the delivery of regional programs which serve Shoreline residents, and to program planning and administration of the grant funding. Regional programs include a homeless prevention program (5%) and the King County Major Home Repair program (25%). Planning and administrative costs are agreed to be 10% for the City and 12% for the County.

DISCUSSION

The total amount of new CDBG funding that is available to the City of Shoreline in 2020 is projected to be \$322,565. The CDBG Interlocal Agreement between King County and the City of Shoreline specifies the percentages of funding for regional projects. The City's 2020 CDBG Funding and Contingency Plan (Attachment A) specifies how the full amount of CDBG revenue is allocated.

2020 Capital Funding Recommendation

Sound Generations - Minor Home Repair: \$91,200

This program fills the gap between the major home repair program - targeted to larger planned projects - and emergency repairs and small electrical, carpentry and plumbing repairs needed by home owners on a frequent basis to keep their homes safe and in good repair. In 2018, the program completed 134 repairs at 19 different residences.

The Minor Home Repair program is targeted to income eligible residents and most are older adults and are in households with "very-low" incomes. Home owners pay \$10.00 per hour for the service, plus the cost of materials. The grant pays for personnel costs relating to the program. Given the age of Shoreline's housing stock, the high number of older adults aging in place, and the number of low and moderate income home owners, this program is in high demand. The program is contracted to Sound Generations and there is no other non-City funding source for this program.

King County Housing Authority – Westminster Manor Electrical Upgrades - \$63,631

Westminster Manor is a 60 unit, four-story building that was constructed in 1972 and purchased by the King County Housing Authority KCHA in 2010 to preserve the affordability of the units for the senior and disabled residents. Residents of Westminster Manor must be 62 years or older and/or disabled and their household income must be at or below 80% of area median income (preference is given to households with income at or below 30% of area median income). The complex also has a resident services coordinator on site each week to assist with referral to other services and to schedule transportation. The project would include replacing the two main electrical distribution panels that serve the building, as well as the 60 in-unit panels. The majority of the building's systems, components and finishes are original and are significantly worn given the property's age. The CDBG funds will leverage other US Housing and Urban Development funding.

Local Delivery of Regional Programs

Shoreline's Interlocal Agreement with King County allocates City CDBG funds to two regional programs that serve Shoreline residents. The amount of funding to each program is set by formula in the Interlocal Agreement. The total funding for these regional programs is \$96,769.

The Housing Stability Project: \$16,128

A key strategy towards preventing homelessness involves keeping families in their current housing. The Housing Stability Program makes one-time loans and/or grants to homeowners and tenants in danger of eviction or foreclosure because of short-term financial difficulties. It also provides loans or grants to homeless families and individuals

who need assistance moving to permanent housing, and limited assistance for other types of moves. Support for this program is set at 5% of all Consortium Cities' CDBG funding.

Major Home Repair: \$80,641

The King County Housing Repair Program administers the Major Home Repair program on Shoreline's behalf. The allocation to this program for each city is set in the Interlocal Agreement at 25% the City's total CDBG amount. Shoreline has made this service available to its residents since it first chose to participate in the CDBG Consortium. This program provides emergency grants and interest free loans to income eligible homeowners. Loans are recouped as revenue to the program when a home sells; hence the amount available to disperse varies from year to year. In 2018, the program funded three (3) projects. In the first half of 2019, four (4) new applications were funded.

ALTERNATIVES ANALYZED

After holding a public hearing on the use of CDBG funds, the City Council has two alternatives to consider for approval at the September 23, 2019 Council meeting:

1. Council could approve the proposed use of CDBG funds in 2020 as recommended and authorize the City Manager to take the actions necessary to implement these spending objectives. (Recommended)
2. Council could make changes to the recommended spending plan in response to public testimony or to reflect a change in Council policy objectives.

FINANCIAL IMPACT

The 2020 CDBG Funding and Contingency Plan anticipates that the City of Shoreline will be eligible to receive \$322,565 in CDBG funds in 2020. The proposed funding plan would allocate all CDBG funds.

RECOMMENDATION

Staff recommends that Council hold the public hearing regarding the use of the 2020 Community Development Block Grant funding. Staff further recommends that Council approve the recommended projects, as scheduled, on September 23, 2019.

ATTACHMENTS

- Attachment A: 2020 CDBG Funding and Contingency Plan
- Attachment B: 2019-2020 Human Services Allocation Plan

2020 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING AND CONTINGENCY PLAN

Since the Community Development Block Grant (CDBG) funds for 2020 are an estimate from the federal government, Shoreline must adopt both a funding and a contingency plan to deal with possible variations in the amount available. Plans must be made in case the amount available increases or decreases by up to 10% of the amount currently estimated. In addition, if an applicant later declines funds, the adoption of a contingency plan of action will expedite the process of reallocation.

2020 Estimated CDBG Funding Totals by Source	Amount
Share of 2020 Entitlement Grant Allocation	\$322,565
Program Income*	\$0
Total CDBG Revenue	\$322,565
2020 Estimated CDBG Allocation	
Amount	
Local Allocation - 48%	
Sound Generations – Minor Home Repair	\$91,200
KCHA – Westminster Manor	\$63,631
CDBG Capital Project Funding	\$154,831
Regional Allocation and Program Administration - 52%	
King County Housing Stability Program (5%)	\$16,128
King County Major Home Repair Program (25%)**	\$80,641
CDBG Regional Program Funding	\$96,769
King County Administration and Planning (10%)**	\$32,257
King County Capital Set Aside (2%)	\$6,451
City of Shoreline Administration and Planning (10%)**	\$32,257
CDBG Administration and Planning Funding	\$70,965
Total CDBG Allocations	\$322,565

*Fluctuates depending on loan repayments each year

**Percentage set in the Inter-local Agreement

CDBG Contingency Plan

Shoreline must adopt a contingency plan if the amount of federal funds available increases or decreases by up to 10% of the estimate. In addition, if an applicant later declines funds, the adoption of a contingency plan will expedite the process of reallocation.

1. If additional funding becomes available:
 - a. **Capital Projects**
If additional CDBG Capital funds become available in 2020, any additional revenue will be allocated to the Sound Generations Minor Home Repair Program.
 - b. **Planning & Administration**
If additional CDBG Planning and Administration funds become available in 2020, the City will use these funds for planning and administration purposes.

2. If funding reductions are necessary:
 - a. **Capital Projects.**
In the event CDBG Capital funds are reduced in 2020, the Future Affordable Housing Development Support will be reduced accordingly.
 - b. **Planning & Administration**
In the event CDBG Planning and Administration funds are reduced in 2020, the City will reduce the amount of revenue allocated to planning and administration purposes.

ATTACHMENT B: 2019-2020 Human Service Funding Plan

Agency Name	Program Name	2019 Request	2018 Funded	2019 Proposed	2020 Proposed	Two Year Totals
Crisis Clinic	Crisis Line	\$ 10,000	\$ 7,500	\$ 7,500	\$ 7,500	\$15,000
Crisis Clinic	King County 2-1-1	\$ 12,500	\$ 10,000	\$ 12,000	\$ 12,000	\$24,000
Hopelink	Employment	\$ 20,000	\$ 10,000	\$ 10,000	\$ 10,000	\$20,000
Hopelink	Family Development	\$ 36,000	\$ 11,000	\$ 11,000	\$ 11,000	\$22,000
Hopelink	Family Housing: Shelter & Case Management	\$ 30,000	\$ 20,000	\$ 25,000	\$ 25,000	\$50,000
Hopelink	Adult Education	\$ 26,000	\$ 5,000	\$ 6,000	\$ 6,000	\$12,000
Hopelink	Financial Assistance Resiliency Program	\$ 67,000	\$ 25,000	\$ 25,000	\$ 27,000	\$52,000
Hopelink	Emergency Food	\$ 80,000	\$ 35,000	\$ 44,000	\$ 48,000	\$92,000
Lake City Partners Ending Homelessness	Winter Shelter	\$ 25,000	\$ 15,000	\$ 26,000	\$ 26,000	\$52,000
Harborview Medical Center	Harborview Center for Sexual Assault &	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$10,000
King County Sexual Assault Resource Center	Sexual assault advocacy services	\$ 8,880	\$ 8,000	\$ 8,000	\$ 8,000	\$16,000
Center for Human Services	Behaviorial Health	\$ 175,000	\$ 92,500	\$ 96,500	\$ 109,000	\$205,500
Center for Human Services (CHS)	Family Support Programs	\$ 90,000	\$ 68,500	\$ 68,500	\$ 80,000	\$148,500
Child Care Resources	Information & Referral /Technical Assistance	\$ 7,703	\$ 5,000	\$ 5,000	\$ 5,000	\$10,000
Wonderland Developmental Center	The Next Level	\$ 7,000	\$ 6,000	\$ 6,000	\$ 6,000	\$12,000
Sound Generations	Community Dining	\$ 10,000	\$ 3,000	\$ 6,500	\$ 6,500	\$13,000
Sound Generations	Meals on Wheels	\$ 8,246	\$ 5,000	\$ 5,000	\$ 5,000	\$10,000
Sound Generations	Volunteer Transportation Program	\$ 4,000	\$ 3,750	\$ 4,000	\$ 4,000	\$8,000
Totals for Competitive Allocation			\$ 335,250	\$ 371,000	\$ 401,000	\$772,000
Other Programs Supported/Fund Source						
Hopelink/City Utililty Revenues (GF)	Utility assistance - Financial Resiliency		\$ 25,000	\$ 25,000	\$ 25,000	\$ 50,000
Lake City Partners/Fity General Funds	Homeless Outreach Pilot		\$ 8,000			
CHS/State Shared Revenues	Behaviorial Health/Substance Use Treatment		\$ 14,500	\$ 14,500	\$ 14,500	\$ 29,000
New Beginnngs/State Shared Revenues	Domestic Violence Surviror Services		\$ 26,200	\$ 26,600	\$ 26,600	\$ 53,200
Other Programs - Totals			\$ 73,700	\$ 66,100	\$ 66,100	\$ 132,200
			\$ 437,100	\$ 467,100	\$ 904,200	

	<u>2019</u>	<u>2020</u>
Basic Needs	\$ 191,500.00	\$ 196,500.00
Counseling/Behaviorial Helath	\$ 150,600.00	\$ 164,100.00
Children and Youth	\$ 79,500.00	\$ 91,000.00
Older Adults	\$ 15,500.00	\$ 15,500.00
	\$ 437,100.00	\$ 467,100.00

CITY COUNCIL AGENDA ITEM

CITY OF SHORELINE, WASHINGTON

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

PROBLEM/ISSUE STATEMENT:

Merlone Geier Partners (MGP) requests to enter into a Development Agreement with the City to create a 17.3-acre mixed use center in the middle of the 70-acre Aurora Square site, an area now called Shoreline Place. The proposed redevelopment will help transform a 1960's mall into a more pedestrian-centered shopping experience that includes residential units with new mixed-use and integrated retail/services, under-building parking, private and public space, and easier connections across the property and between the variety of uses and users.

The Development Agreement proposes the redevelopment of the existing Sears site; developing seven (7) multi-family buildings with 1,358 residential units and two (2) buildings that add 72,160 square feet of new commercial space; public and private outdoor space; and street, intersection, and bike lane improvements.

The Planning Commission previously considered and recommended approval of the Agreement to the City Council. Tonight, Council will consider adoption of proposed Resolution No. 441 (**Attachment A**) to authorize the City Manager to execute a Development Agreement with MGP.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 441 (**Attachment A**) with the Planning Commission's recommended development agreement and modifications detailed in **Attachment B** and reflected in the Development Agreement as shown on **Attachment A, Exhibit 2**. Adoption of Resolution No. 441, as proposed, will authorize the City Manager to execute the modified Shoreline Place Development Agreement with Merlone Geier Partners.

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

BACKGROUND

The proposed Development Agreement has been the subject of extensive staff negotiations along with the Planning Commission and City Council review. Below is a list of public meetings where conditions and terms of the proposed Development Agreement were discussed.

Planning Commission

The Planning Commission conducted four (4) study sessions and a Public Hearing on the proposed Development Agreement. Public comments were provided at each meeting. Links to the Planning Commission Staff Reports for each meeting are below:

March 7, 2019, Planning Commission Study Session

<http://www.shorelinewa.gov/Home/Components/Calendar/Event/13990/182?toggle=allpast>. The link to the meeting video recording page can be found here:
http://shoreline.granicus.com/MediaPlayer.php?view_id=9&clip_id=924.

May 2, 2019, Planning Commission Study Session

<http://www.shorelinewa.gov/Home/Components/Calendar/Event/13998/182?toggle=allpast>. The link to the meeting video recording page can be found here:
http://shoreline.granicus.com/MediaPlayer.php?view_id=9&clip_id=944.

May 16, 2019, Planning Commission Study Session

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

June 6, 2019 Planning Commission Study Session

<http://www.shorelinewa.gov/Home/Components/Calendar/Event/14002/182?toggle=allpast>. The link to the meeting video recording page can be found here:
http://shoreline.granicus.com/MediaPlayer.php?view_id=9&clip_id=954.

July 11, 2019 Planning Commission Public Hearing

At the July 11th Planning Commission meeting, the Commission conducted a Public Hearing on the Development Agreement and recommended approval to City Council along with formal findings of fact and conclusions of law. The Staff Report for the Public Hearing can be found here:

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

July 18, 2019 Planning Commission Meeting

At this meeting the, Planning Commission reviewed and adopted its formal Findings, Conclusion and Recommendation on the Shoreline Place Development Agreement for the City Council to consider. The Planning Commission's Findings, Conclusion and Recommendation Report is attached to this staff report as **Attachment A, Exhibit 1**.

City Council Discussion

The City Council discussed the proposed Shoreline Place Development Agreement at its August 5, 2019 meeting. Staff and the applicant presented information about the project and the proposed Development Agreement. The Council asked questions and

provided feedback on the proposed Development Agreement in relation to the approval criteria in SMC 20.30.355(C). The staff report for this Council discussion can be found at the following link:

<http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2019/staffreport080519-9a.pdf>.

DISCUSSION

During the August 5th Council meeting, members of the City Council articulated potential changes to the proposed Development Agreement that they were interested in. Staff and the applicant subsequently met and negotiated additional changes to the Planning Commission's recommended Development Agreement. These negotiated changes resulted from Council's feedback are set forth in track changes format in **Attachment A, Exhibit 2**. Each proposed modification to the Development Agreement or an Exhibit to the Development Agreement is also detailed in **Attachment B**.

Proposed Staff Amendments to the Development Agreement

The following is a list of staff negotiated amendments to the Planning Commission's recommended Development Agreement in response to issues raised by the City Council:

1. Section 5.A – Phasing, Commercial, Retail, and Restaurants

This amendment establishes a minimum commercial square footage requirement for the project by amending Section 5.A of the Development Agreement to provide a minimum of 55,985 square feet of commercial uses.

2. Section 5.C – Westminster Way Connection

This amendment to Section 5.C of the Development Agreement removes a reference to the Alexan, as the reference was no longer relevant within the context of the in the terms of the Development Agreement.

3. Section 7.D – Off-Site Transportation Improvements

This amendment to the last sentence of Section D of the Development Agreement clarifies the N 160th Street Rechannelization.

4. Section 8.F – On-Site Motorized and non-Motorized Circulation

This amendment to Section 8.F of the Development Agreement further clarifies that the applicant must demonstrate vehicular and truck access throughout the buildout of the Project, which will include both building permits for new buildings and building permits for demolition.

5. Section 9.A.ii – Open Space System/City Parks (Related to 5.A)

As part of the negotiations to obtain a guarantee of 55,985 square feet of commercial uses (as negotiated in Section 5.A), the applicant requested flexibility in the amount of required open space square footage. Section 9.A.ii of the Development Agreement has been amended to allow the 0.2 acre parking area adjacent to the Community Open Space to not be for the exclusive use of the community open space, provided, if the property owner seeks to have the 0.2 acres qualify for credit against park impact fees, the parking must be for exclusive use of Community Open Space.

6. Section 12.D – Parking

This amendment to Section 12.D of the Development Agreement reduces the percentage of compact parking stalls (width- 7.5'; curb length- 8'; stall depth – 15') from 50% to 25%.

7. Section 16 – Public Benefits

This amendment to Section 16 of the Development Agreement clarifies that the City may require equivalent public benefits as part of a major amendment process described in Section 33 of the Development Agreement.

8. Section 17.C and 17.C.iv – Vesting

This amendment to Section 17 of the Development Agreement adds an option for the City to propose to the property owner the use of an updated Code if the property owner agrees and the new Code provision meets the criteria in Section 17 (C); namely that there is a benefit to the public.

9. Section 33.B – Amendment of Agreement

This amendment to the Development Agreement adds three new major amendment descriptions to the agreement. Changes to the Supplemental Site Design Guidelines, **Attachment A, Exhibit 2(F)**; adding parcels adjacent to the Property and/or within the CRA to the Agreement, and amending Section 5.A. Commercial, Retail and Restaurants would all require a major amendment to the Development Agreement.

10. Section 34 – Additional Parcels

This amendment to Section 34 of the Development Agreement states additional parcels may be added to the Development Agreement as a minor amendment since the applicant agreed to amend Section 33.B to require the approval for adding parcel(s) to the Development Agreement as a major amendment.

11. Attachment A, Exhibit 2(E) - Open Space System, Exhibit 2(I) - Open Space System Operations & Maintenance Plan, and Exhibit 2(M) - Shoreline Place Open Space Potential Credit Calculations

These amendments incorporate the changes to the Development Agreement described above.

Items Discussed But Not Recommended by Staff to be Added to Development Agreement

1. Preservation of on-site circulation corridors/site aesthetics, view corridor, solar access/building massing and orientation.

Staff does not recommend an amendment that would dictate the specific location of circulation and the massing of buildings. Staff believes that the proposal is at the conceptual stage and that preservation of these elements when developed is woven throughout the Development Agreement.

- Sections 5, 8 and 9 of the Development Agreement establish the grid system for development and dictate the location of buildings. These requirements, along with the cap on building height, will preserve the visual and solar corridors for the project.

- Section 8 of the Development Agreement requires that the on-site motorized and non-motorized circulation be generally as shown on **Attachment A, Exhibit 2(D)** (the Conceptual Guide Plan); requires the construction of North 157th Street, C Street, and B Street; and requires the maintenance of the existing access from the upper to lower levels until C Street is constructed.
- Sections 5.B and 7.E of the Development Agreement require the construction of Westminster Plaza, East Plaza, West Plaza, the Community Open Space, Pedestrian Shared Street, and North Promenade.
- The Supplemental Site Design Guidelines and the Commercial Zone Design Standards, Subchapter 4, Chapter 20.50 SMC, dictate design, building massing and modulation.

2. Section 18.C – Park Impact Fee (PIF) Credit

Staff does not recommend an amendment to the Development Agreement to add language to Section 18.C to cap PIF credits at no more than 40% of the total PIF fee owed. A cap is already effectively built into the Development Agreement by limiting the areas that may qualify for credit (Section 9.A). In addition to the Open Space System, the Development Agreement requires the property owner to construct the Pedestrian Shared Street (0.7 acres – Section 5.B.v and **Attachment A Exhibit 2(O)**) and the north Promenade (0.39 acres – Section 7.E and **Attachment A Exhibit 2(O)**).

3. Identify Ways for Neighborhood Associations to Share Information with the New Residents at Shoreline Place

Staff does not recommend any change to address this issue. The Development Agreement Section 9, Open Space, subsection (B), requires that the Open Space System be available for reasonable public access and enjoyment subject to the guidelines provided in the Open Space System Operations & Maintenance Plan, **Attachment A, Exhibit 2(I)**. Similar to how the Farmers' Market currently operates on the site, interested neighborhood organizations would need to coordinate activities with the designated point of contact and comply with the Rules and Regulations in **Attachment A, Exhibit 2(I)** to the Development Agreement.

Proposed Amendment Motion Language

If the City Council would like to incorporate all of the negotiated modifications to the Development Agreement as shown in **Attachment B**, then once a main motion has been made to adopt Resolution No. 441 accepting the Planning Commission's recommendation, a member of the Council will need to move to modify the Planning Commission's recommendation as proposed by staff. This subsequent motion language would be as follows:

I move to modify the Planning Commission's recommendation for the Shoreline Place Development Agreement as set forth in Attachment B to this Staff Report.

If the City Council would like to offer additional modifications, then it would do so after moving the second motion above. If the City Council would not like to incorporate all of

the negotiated modifications in **Attachment B**, then each modification that a Councilmember would like to incorporate will need to be moved independently after the main motion to accept the Planning Commission's recommendation.

RESOURCE/FINANCIAL IMPACT

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

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 441 (**Attachment A**) with the Planning Commission's recommended development agreement and modifications detailed in **Attachment B** and reflected in the Development Agreement as shown on **Attachment A, Exhibit 2**. Adoption of Resolution No. 441, as proposed, will authorize the City Manager to execute the modified Shoreline Place Development Agreement with Merlone Geier Partners.

ATTACHMENTS

Attachment A: Resolution No. 441

Attachment A Exhibit 1: Planning Commission Findings, Conclusion and Recommendation

Attachment A Exhibit 2: Shoreline Place Development Agreement Between the City of Shoreline and Merlone Geier Partners, Including Recommended Modifications

A - Legal Description of Property

B – Property

C – Public Benefit Matrix

D – Conceptual Guide Plan

E – Open Space System

F - Supplemental Site Design Guidelines

G – Westminster Way Improvements

H – Street Sections and Design Plans.

I - Open Space System Operations & Maintenance Plan

J - Illustrations of Modifications to Land Use Regulations

K - Net New PM Peak Hour Trip Accounting Tool

L – Vested Provisions of SMC Title 20

M - Shoreline Place Open Space Potential Credit Calculations

N – Phase 1 Circulation Plan

O – Block Plan and Required Improvement per Phase

Attachment B – Proposed Modifications to Planning Commission's Recommendation

Attachment C - Development Agreement Decision Criteria – Applicant and Staff Analysis

RESOLUTION NO. 441

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHORELINE, WASHINGTON, APPROVING THE SHORELINE PLACE DEVELOPMENT AGREEMENT, FILE NO. PLN18-0206, BETWEEN THE CITY AND MGP XII SB AURORA, LLC.

WHEREAS, RCW 36.70B.170 -.210 and Shoreline Municipal Code (SMC) 20.30.355 authorize the City of Shoreline to entered into a development agreement with property owners to provide for development standards and other provisions applicable to governing and vesting the development, use, and mitigation of real property; and

WHEREAS, MGP XII SB AURORA, LLC (“MGP”) is the owner of approximately 17.3 acres of property within Shoreline Place (formerly, Aurora Square) and identified by King County Tax Parcel No. 182604-9014 (“Property”); and

WHEREAS, the Property is located within the Aurora Square Community Renewal Area and has been designated as a Planned Action by Ordinance No. 705 in 2015. The purpose of these designations is to stimulate the redevelopment of a 1960s-era obsolete shopping center; and

WHEREAS, MGP desires to enter into a development agreement for the orderly redevelopment of the Property with up to 1,358 multifamily residential units, approximately 75,610 square feet of commercial land use (including approximately 3,450 square feet of existing commercial land use), and approximately 3.14-3.27 acres of publicly-accessible open space; and

WHEREAS, a Planned Action Determination of Consistency was issued on March 8, 2019, and a Revised Planned Action Determination of Consistency was issues on April 17, 2019; and

WHEREAS, study sessions were held by the Shoreline Planning Commission on March 7, 2019, May 2, 2019, May 16, 2019, and June 6, 2019, at which City Staff and MGP gave presentations and members of the public were invited to and provided comment; and

WHEREAS, on July 11, 2019, the Shoreline Planning Commission held a properly noticed public hearing and, on July 18, 2019, the Planning Commission adopted written findings and conclusions and its recommendation of approval for the Shoreline Place Development Agreement; and

WHEREAS, at its regular meeting on August 5, 2019 the Shoreline City Council considered the Shoreline Place Development Agreement, as recommended by the Planning Commission as well as the entire public record, including all testimony and exhibits submitted to the Planning Commission and public comments to the City Council; and

WHEREAS, based on statements by the Shoreline City Council at the August 5, 2019 meeting, City Staff and MGP developed proposed modifications to the Development Agreement, as recommended by the Planning Commission; and

WHEREAS, at its regular meeting on September 9, 2019, the Shoreline City Council considered the Shoreline Place Development Agreement as recommended by the Planning Commission with the proposed modifications; and

WHEREAS, the Shoreline City Council accepted the proposed modifications to the Shoreline Development Agreement; and

WHEREAS, the Shoreline Place Development Agreement authorized by this resolution is consistent with the Shoreline Comprehensive Plan and applicable development regulations and meets the applicable standards of approval under RCW 36.70B.170 et seq. and SMC 20.30.355; and

WHEREAS, the Shoreline Place Development Agreement authorized by this resolution provides numerous public benefits to the City, including but not limited to, stimulating redevelopment of Shoreline Place, publicly-accessible open space, a mixture of residential and commercial uses with multi-modal connectivity, and stormwater and transportation infrastructure improvements: and

WHEREAS, the Shoreline City Council desires to approve the Shoreline Development Agreement and authorize the City Manager's execution thereof;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SHORELINE, WASHINGTON, HEREBY RESOLVES:

Section 1. Planning Commission Findings, Conclusions, and Recommendation. The City Council adopts and incorporates the Findings, Conclusions, and Recommendation of the Shoreline Planning Commission dated July 18, 2019, without incorporation of the recommended Development Agreement, attached hereto as Exhibit 1, as Findings of Fact.

Section 2. Shoreline Place Development Agreement. The Shoreline Place Development Agreement between the City of Shoreline and MGP XII SB AURORA, LLC, approved by the City Council in its final form on September 9, 2019, attached hereto as Exhibit 2 including all exhibits, is approved.

Section 3. City Manager Authority to Execute. The City Manager is hereby authorized and directed to execute the Shoreline Place Development Agreement on behalf of the City.

Section 4. Severability. If any one or more sections, subsections, or sentences of this Resolution are held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this Resolution and the same shall remain in full force and effect.

Section 6. Effective Date. This Resolution shall take effect and be in full force immediately upon passage by the City Council.

ADOPTED BY THE CITY COUNCIL ON SEPTEMBER 9, 2019.

Mayor Will Hall

ATTEST:

Jessica Simulcik Smith
City Clerk



TO: Honorable Members of the Shoreline City Council

FROM: Bill Montero, Chair
Shoreline Planning Commission

DATE: July 18, 2019

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

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

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

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

SHORELINE PLACE DEVELOPMENT AGREEMENT
Applicant No. PLN18-0206

Findings, Conclusions, and Recommendation

Shoreline Planning Commission
July 18, 2019

A. FINDINGS

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

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

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

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

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

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

B. DECISION CRITERIA

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

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

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

- Section 2 Project Components – maximum number of dwelling units and commercial space footage, parking requirements, transportation and frontage improvements, internal circulation, open space, and utilities.
 - Section 3 Development Approvals – maximum development levels.
 - Section 4 Flexibility – modifications to conceptual design and plan.
 - Section 5 Phasing – a six (6) block phasing with improvements aligned with each block phase.
 - Section 6 Status Report – annual reports on project development.
 - Section 7 Off-Site Transportation Improvements.
 - Section 8 On-Site Motorized and Non-Motorized Circulation.
 - Section 9 Open Space System/City Parks – private open space and public spaces comprised of plazas, promenades, and shared street. Includes future maintenance, impact fee credits, and off-site park monetary mitigation.
 - Section 10 Utilities – water, sewer, and electrical infrastructure improvements.
 - Section 13 Process – streamline application review.
 - Section 14 Short Subdivision/Binding Site Plan – lot creation based on phases.
 - Section 17 Vesting – a 20-year period for identified code provisions.
 - Section 18 Impact Fees – Transportation, Parks, and Fire.
 - Section 22 Stormwater Detention and Treatment – to standards at time of building permit application.
 - Section 25 SEPA Compliance – Planned Action consistency and mitigation.
 - Section 28 Sustainability – energy efficient and environmentally sustainable design, including LEED Neighborhood Development Credit categories.
 - Section 33 Amendment of Agreement – minor and major amendments to terms.
- 2. For the City to grant approval of a development agreement, all six (6) decision criteria listed in SMC 20.30.355(C) must be demonstrated by MGP. Both MGP and the City have provided an analysis of these criteria in Exhibit E(1), Attachment E, Exhibit F.**

These criteria are:

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

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

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

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

The Planning Commission finds this criterion has been satisfied.

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

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

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

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

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

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

The Planning Commission finds this criterion has been satisfied.

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

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

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

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

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

The Planning Commission finds this criterion has been satisfied.

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

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

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

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

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

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

The Planning Commission finds this criterion has been satisfied.

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

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

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

The Planning Commission finds this criterion has been satisfied.

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

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

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

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

Findings of Fact No. 40.

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

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

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

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

The Planning Commission finds the public interest is benefited.

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

C. Recommendation

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

D. Record before the Planning Commission

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

Proposed Shoreline Place Development Agreement PLN18-0206

Index of the Record

July 11, 2019

Exhibit A: March 7, 2019 Planning Commission Regular Meeting

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

Exhibit B: May 2, 2019 Planning Commission Regular Meeting

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

- [McIntyre, Dustin](#)
- [McRea, Kris](#)
- [Peterka, Meghan](#)
- [Davis Cheryl](#)
- [ROIC](#)

Exhibit C: May 16, 2019 Planning Commission Regular Meeting

1. [Staff Report - Proposed Development Agreement - Shoreline Place](#)
[Attachment A - SMC 20.60.140 Adequate Streets](#)
[Attachment B - City of Seattle's Traffic Standard Fig A-11](#)
[Attachment C - Shoreline Engineering & Design Manual Section 12.10 Woonerf](#)
[Attachment D - Urban Street Design Guide](#)
[Attachment E - Woonerf Photo Montage](#)
2. [DRAFT Meeting Minutes for May 16, 2019](#)
3. **Written Public Comment**
 - [Braun, Raymond](#)
 - [Braun, Raymond #2](#)
 - [Charest, Isis](#)
 - [Hogle, Karen](#)
 - [Parrent, Jeanne](#)
 - [ROIC Letter to PC](#)
 - [Russell, Kathleen](#)
 - [Scheir, Eric](#)
 - [Turner, Claudia](#)
 - [Wendy](#)

Exhibit D: June 6, 2019 Planning Commission Public Hearing/Regular Meeting

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

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

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

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

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

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

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

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

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

Proposed Shoreline Place Development Agreement

Noticing & SEPA Exhibit List

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

DEVELOPMENT AGREEMENT

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

RECITALS

1. The City has authority to enact laws and enter into agreements to promote the health, safety and welfare of its citizens and thereby to regulate the use and development of the Property.
2. The City has the authority to enter into development agreements with those who own or control property within its jurisdiction, pursuant to RCW 36.70B.170 through 36.70B.210. This Agreement is entered into under the City’s police power, general contracting authority, and RCW 36.70B.170 through 36.70B.210.
3. In 2012, the City designated the Aurora Square area as a Community Renewal Area (“**CRA**”) where economic renewal would deliver multifaceted public benefits. On August 10, 2015 it passed Ordinance 705 adopting the Aurora Square CRA Planned Action.
4. Developer owns approximately 17.31 acres of real property formerly known as Shoreline Sears lying between N. 160th Street and Westminster Way N. in the CRA (“**Property**”). The Property is legally described on **Exhibit A** and depicted on **Exhibit B**.
5. Both the City and Developer find it desirable to enter into this Agreement to plan for the orderly redevelopment of the Property that is consistent with the CRA, Planned Action, and the City’s Comprehensive Plan and which provides the public benefit items in the Public Benefit Matrix, outlined in **Exhibit C**.
6. Developer proposes construction of up to 1,358 multifamily residential units, approximately 75,610 square feet of commercial land use (including approximately 3,450 square feet of existing commercial land use), and approximately ~~3.142.94~~ 3.47 acres of publicly-accessible open space on the Property as depicted in the Conceptual Guide Plan **Exhibit D** and the Open Space System, **Exhibit E**. The project components as described in Section 2 *Project Components* and depicted on the Conceptual Guide Plan are the result of extensive market research, community outreach, and planning efforts.
7. The Planned Action seeks to act as a catalyst for public and private partnership investment that will renew and revitalize Aurora Square creating a compact, more intense, mixed-use, pedestrian friendly, and transit-supportive land use. The Planned Action contemplates providing residents and visitors greater access to a mix of housing, retail and commercial opportunities that meets a range of needs. The Planned Action goals that will be achieved through implementation of this Agreement include:
 - A. Revitalizing the CRA and Facilitating Growth of the City’s Employment and Tax Base: The Agreement allows Developer to redevelop a functionally obsolete department store while at the same time creating a new tax base for the City.

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

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

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

AGREEMENT

1. Definitions.
 - A. “**Agreement**” shall mean this Development Agreement.
 - B. “**Approvals**” shall mean this Agreement.
 - C. “**Approvals Process**” shall mean the process for reviewing and approving the Approvals.

- D. **“City Council”** shall mean the City Council of the City of Shoreline.
- E. **“Code Amendment”** shall mean amendments to the SMC or other regulations, affecting the development of the Project adopted after January 4, 2019.
- F. **“Conceptual Guide Plan”** shall mean the Development Agreement Conceptual Design Submittal dated December 21, 2018 and summarized in the Conceptual Guide Plan depicted on **Exhibit D**.
- G. **“CRA”** shall mean the Aurora Square Community Renewal Area.
- H. **“CRA EIS”** shall mean the CRA Draft and Final Environmental Impact Statement and as addended on March 8, 2019.
- I. **“CRA Trip Budget”** shall mean the trip budget of 808 net new PM peak hour trips generated by uses within the CRA through the year 2035.
- J. **“Developer”** shall mean MGP XII SB Aurora, LLC, a Delaware limited liability company and/or its successor or assignees.
- K. **“Effective Date”** shall mean _____, 2019 as the date upon which the Agreement is fully executed.
- L. **“GMA”** shall mean the Growth Management Act, Chapter 36.70B RCW.
- M. **“Open Space System”** shall mean the publicly-accessible open space system within the Project as depicted on **Exhibit E**.
- N. **“Parks Impact Fee”** shall mean the impact fee for parks, open space, and recreation facilities adopted in Chapter 3.70 SMC.
- O. **“Planned Action”** shall mean the Aurora Square CRA Planned Action.
- P. **“Planned Action Ordinance”** shall mean the City of Shoreline Ordinance 705.
- Q. **“Planned Action Project”** shall mean a project which qualifies as a Planned Action Project under the Planned Action Ordinance.
- R. **“Project”** shall mean the Project and Project Components described in Section 2 *Project Components* and depicted on **Exhibit D**.
- S. **“Property”** shall mean the property legally described on **Exhibit A** and depicted on **Exhibit B**.
- T. **“PROS Plan”** shall mean the Parks, Recreation, and Open Space Plan adopted by Council Resolution 412.
- U. **“SEPA”** shall mean the State Environmental Policy Act.

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

amendment to this Agreement as described in Section 33 (*Amendment of Agreement*) or shall be developed outside this Agreement and be consistent with the City's then-applicable regulations. Additional commercial square footage and office uses may be approved as a minor amendment to this Agreement provided that the aggregate commercial and office uses fall within the scope of the Planned Action Ordinance.

4. Flexibility. As a component of this Agreement, the Planning Commission has recommended, and City Council has approved the Conceptual Guide Plan which is considered a conceptual guide to which development of the Project will generally conform. It is not intended to require specific uses, square footages, building massing, building design, or specific buildings on specific parcels. Depictions of building footprints, bulk and scale drawings, and number of stories in the Conceptual Guide Plan are illustrative only. The Conceptual Guide Plan is intended to be an overall approved development envelope, with certain right-of-way improvements and public benefits to be delivered with respective project phases.
 - A. Project Components may be located on any parcel on the Property and the unit count of residential units may be modified so long as the City determines the modification generates the same or lesser net new PM peak hour trips as the uses previously approved in the Approvals, based on the trip generation methodology in the Transportation Consistency Analysis, and otherwise complies with the SMC and regulations or to this Development Agreement to the extent that certain provisions of the SMC are amended herein. Subsequent development phases shall be allowed to be flexible to achieve the CRA Vision. Modifications shall be done by mutual agreement of the Parties as set out in Section 33, *Amendment of Agreement*.
 - B. Deviations to the location, capacity or layout of the ingress/egress locations shown in the Conceptual Guide Plan may be requested, and if approved, modified through a Deviation from the engineering standards process.

5. Phasing. The Parties agree that the Project may be undertaken over multiple phases and the timing of each phase and its final configuration will be at the sole election of Developer in response to its development goals, business judgment, and market dynamics. The following Project Components depicted in the Conceptual Guide Plan, **Exhibit D**, are priorities the City has identified for the realization of the Planned Action. **Exhibit O** depicts the Open Space and on-site and off-site motorized and non-motorized circulation/transportation improvements which must accompany each Block.
 - A. Commercial, Retail, and Restaurants. The Parties recognize the need to redevelop a functionally obsolete department store while at the same time creating a new tax base for the City. Developer, as an industry recognized leader in owning, operating and leasing retail and retail-driven mixed-use properties has identified the current appropriate retail and restaurant configuration based on the adjacency to Central Market and other market factors. These retail spaces and restaurants will generally follow the Conceptual Guide Plan. The Project shall include a minimum of 55,985 square feet of commercial uses, with the first phase including approximately 17,000

square feet of commercial space for such uses as a café, brew pub, restaurant and dessert shops clustered around the Open Space System and connecting to Westminster Way.

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

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

- D. N. 160th Street Rechannelization: Rechannelization of N 160th Street with approximately 1,200 lineal feet of frontage on both sides of 160th (from Dayton Ave N. to Linden Ave N. with transitions beyond) to provide 3 travel lanes and bike lanes on both sides of the street as demonstrated in the Transportation Consistency Analysis. The rechannelization shall be required as a condition of issuance of provided-at the first building permit for a residential building.
- E. Deviation for N. 160th Street Amenity Zone and Pedestrian Facility. The City has determined that the North Promenade from A Street to N. 157th Street as shown in the Conceptual Guide Plan (Exhibit D) satisfies the criteria for granting a deviation from the Engineering Development Manual to allow the eight-foot wide ADA accessible pedestrian facility to be located on the Property within an easement rather than requiring Developer to dedicate Right of Way and construct the standard pedestrian facility behind the existing curb in the right-of-way. Developer may apply for and the City will grant a deviation for the North Promenade as generally shown on the Conceptual Guide Plan or in a comparable location, acceptable to the City, that respects the existing access easement. The North Promenade (approximately 0.39 acres) shall be provided with the construction of Block A or Block B, whichever occurs first and include a minimum eight-foot wide separated pedestrian and bicycle path that meets ADA standards. Developer shall grant an easement to the public for its use as a pedestrian and bicycle path. The existing sidewalk within the N. 160th Street right-of-way will remain.
- F. Greenwood Avenue N./NW Innis Arden Way and Greenwood Avenue N./N. 160th Street. The City has entered into a Transportation Mitigation Agreement with Shoreline Community College which requires the College to complete mitigation improvements at Greenwood Avenue N./NW Innis Arden Way and Greenwood Avenue N./N. 160th Street within 6 years of a certificate of occupancy for the College's student residence hall (Building Permit MFR 17 – 1322). Developer shall pay at building permit issuance for the first building in the Project following the City's issuance of permits for construction of the mitigation improvements its proportionate share based on 3 new PM Peak hour trips at these intersections out of a total of 58 PM peak hour trips generated by the College, provided that Developer's cost shall not exceed 5.2% of the cost of the mitigation improvements. The City expects to have identified a preferred alternative and cost estimate by Fall, 2019.
- G. Carlyle Hall Road/Dayton Avenue N./N.165th Street. The City's Transportation Mitigation Agreement with Shoreline Community Colleges requires the College to complete mitigation improvements at Carlyle Hall Road/Dayton Avenue N./N. 165th Street within 6 years of the City's receipt of an enrollment report showing a Full Time Equivalent enrollment of 5,340 or greater unless an updated traffic study demonstrates that mitigation is no longer necessary. Developer shall pay at issuance of the first building permit for the Project following the City's issuance of permits for construction of the mitigation improvements its proportionate share of the improvements based on 3 new PM Peak hour trips out of a total of 21 trips generated

by the College, provided that Developer's cost shall not exceed 14.3% of the cost of the improvements.

8. On-Site Motorized and Non-Motorized Circulation. Developer shall provide on-site motorized and non-motorized circulation as generally shown on **Exhibit D** using the Street Section and Design Plans in **Exhibit H** and will coordinate location and easements as necessary with adjacent property owners. **Exhibit O** depicts the on-site motorized and non-motorized circulation improvements which must accompany each Block.
 - A. N. 157th Street shall extend from Westminster Way N. to N. 160th Street and include a sharrow lane with markers and wayfinding signs to provide a bicycle connection from the Interurban Trail to the new N. 160th Street bicycle lane, the timing of which shall occur with the construction of Block C or D, whichever occurs first.
 - B. C Street shall be constructed with Block D.
 - C. B Street shall be constructed with the construction of Block B or Block C, whichever occurs first.
 - D. If provided, the Block A Promenade will be constructed with construction of Block A or Block B, whichever occurs first.
 - E. The access route shown on **Exhibit N** shall remain until C Street is constructed.
 - F. With each building permit application for (i) demolition of a structure or portion of a structure or (ii) application for a new structure, Developer shall demonstrate how vehicular and truck access from N. 160th Street to Westminster Way will be provided.

9. Open Space System/City Parks.
 - A. As a component of the Project, Developer shall construct the Open Space System generally as shown on **Exhibits D and E** with the operations and maintenance according to **Exhibit I**, including the four open space components identified in this subsection. **Exhibit O** depicts the Open Space components which must accompany each Block. Each component shall include at least the minimum number of design elements required by the Supplemental Site Design Guidelines. While only the minimum number of design elements specified in the Supplemental Site Design Guidelines are required, Developer may propose as many of the design elements as may be feasible in an effort to create a unique sense of place that will enhance the probability of success for the Project.
 - i. The Central Plaza (East and West Plazas) is approximately 0.66 acres and will provide for informal active and passive recreation as well as more prescribed uses such as festivals, community gatherings, concerts or other event staging.

- ii. The Community Open Space is approximately ~~0.90.7~~ acres and will have a park-like character and allow for active play and lounging. It will act as a pedestrian gateway from the more residential upper areas of the site to the retail core. The Developer shall provide an approximately 0.2 acre parking area immediately adjacent to the Community Open Space. If this parking area is signed “Community Open Space Use only” it will be considered part of the Community Open Space and may qualify for a park impact fee credit pursuant to Subsection 18.C, Parks Impact Fee Credit.
 - iii. The Pedestrian Shared Street is approximately 0.7 acres and includes paths that will serve residents, visitors, pedestrians and cyclists as a web knitting the site together through a series of spaces allowing for moments of active and passive recreation including the Farmer’s Market.
 - iv. The Westminster Way Plaza is approximately 0.49 acres and will provide a gateway from Westminster Way N. inviting people into the Open Space System. Wide open pedestrian paths create space for outdoor dining and gathering.
- B. Maintenance and Operations. The Open Space System shall be private property. Developer shall be responsible for the maintenance and operation of the Open Space System. However, Developer shall make the Open Space System available for reasonable public access and enjoyment subject to the guidelines provided in the Open Space System Operations & Maintenance Plan, **Exhibit I.**
- C. Multifamily Open Space. In addition to the Open Space System, pursuant to SMC 20.50.240.G, Developer will provide for each multifamily development within the Project the greater of 800 square feet of open space per development or 50 square feet of open space per dwelling unit. The Multifamily Open Space is not considered part of the Open Space System.
- D. Public Places for Commercial Portions of Project. Pursuant to SMC 20.50.240.F, for commercial portions of the Project, Developer will provide 4 square feet of public place per 20 square feet of net commercial floor area up to a maximum of 5,000 square feet. This requirement may be divided into smaller public places so long as each public place is a minimum of 400 square feet. These public places shall be considered part of the Open Space System.
- E. Credits Against Parks Impact Fees. Those components of the Open Space System for which the City grants credit against parks impacts fees shall be subject to covenants or other legally binding provisions mutually agreed upon by the Developer and the City to assure that the components are open and accessible to the public with agreed upon operations and maintenance as provided in **Exhibit I.** The purposes of these components of the Open Space System shall be for open space, landscape/hardscape, recreation, pedestrian and access by the public.

- F. Maintenance of Shoreview Park and Boeing Creek Park Trails. As an additional public benefit, Developer shall make a voluntary contribution of Fifty Thousand Dollars (\$50,000) each (One Hundred Thousand Dollars (\$100,000) in total) at the time of issuance of the certificates of occupancy for the first two residential structures. The City shall use these funds for maintenance of trails in Shoreview Park and/or Boeing Creek Park.
10. Utilities. Developer will construct the requisite water, sanitary sewer, and stormwater facilities onsite and pay any connection fees and impact fees due for utility facilities located offsite as part of the buildout of the Project. The City has determined that the Project qualifies as a Planned Action Project and that no off-site utility improvements within the City's control are required. However, Developer remains responsible for the costs associated with alteration or extension of on-site utility infrastructure necessary to connect to the City's infrastructure and will coordinate as necessary with adjacent property owners.
11. Relocation of Existing Stormwater Line. An existing City stormwater line is located on the Property adjacent to the Westminster Way N. right-of-way. No easement of record exists for the stormwater line which primarily serves Property other than Shoreline Place. To resolve this encroachment, the City will relocate the City stormwater line from the Property to the Westminster Way N. right-of-way in conjunction with certain City improvements to Westminster Way N. and to N. 155th Street currently planned for 2020.
12. Modifications to Land Use Regulations. Pursuant to RCW 36.70B.170 *et. seq.*, the City has approved through this Agreement the modifications to the Vested Code Provisions specified in this Section. All other Vested Code Provisions shall apply.
- A. Dimensional Requirements:
- i. Table 20.50.020(3) is modified as follows: Base Height shall be 80 feet.
- B. Site Design:
- i. Site Frontage. SMC 20.50.240.C.1.e is modified as follows:
- A building's primary entry shall be located on a street frontage and recessed to prevent door swings over sidewalks, or an entry to an interior plaza or courtyard from which building entries are accessible. For buildings adjacent to Westminster Way N. or N. 160th Street, the primary entrance may be from an internal open space with a pedestrian connection to the public right-of-way or from onsite circulation roads. See, Exhibit J.
- ii. Internal Site Walkways. SMC 20.50.240.E.1.c is modified as follows:
- c. Raised walkways at least eight feet wide shall be provided for every three, double-loaded aisles or every 265 200 feet of parking area width provided that no parking stall is more than 100 feet from a walkway. Walkway crossings shall be raised a minimum three inches above drive surfaces. Walkways shall be identified to motorists and pedestrians

through the use of one or more of the following methods: changing paving materials, patterns, or paving color; change in paving height; decorative bollards; painted crosswalks; raised median walkways with landscaped buffers; or stamped asphalt.

C. Building Design:

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

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

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

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

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

D. Parking:

i. Table 20.50.410F is modified as follows:

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

* For compact stalls only. No more than 25 ~~50~~ percent of the required minimum number of parking stalls may be compact spaces.

ii. SMC 20.50.410.H is modified as follows:

Any parking spaces abutting a landscaped area on the driver or passenger side of the vehicle shall provide an additional 18 inches to provide a place to step other than in the landscaped area. The required 18-inch step – off may be satisfied by a 12-inch paving strip behind a 6-inch curb. See Exhibit J. In a parking garage, any space abutting a wall shall provide an additional 18 inches.

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

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

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

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

public benefits as part of the Project so long as the application is consistent with the Agreement and the Developer is not seeking (i) application of a Code Amendment pursuant to Section 17, Vesting, in which case Developer must demonstrate that application of the Code Amendment would provide a benefit equal to or greater than the benefit that would be provided by application of the Vested Code Provision; or (ii) a major amendment pursuant to Section 33, Amendment of Agreement.

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

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

18. Impact Fees.

A. Transportation Impact Fee.

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

a. In the event demolition associated with a credit is not completed prior to the request for temporary occupancy for the permit for which the credit was applied, the Developer shall pay the City the full amount of the credit before the City will issue a Temporary Certificate of Occupancy.

b. In the event the new vehicle trips for a building permit application are less than the trips associated with those that serve as the basis for the credit for that application, resulting in surplus trips, the surplus trips may be applied to future building permit applications within the Project, thereby reducing the transportation impact fees on future building permit applications. The surplus trips shall be reported and tracked in the Status Report, *Section 6*.

- B. Fire Protection Facility Impact Fee Credit. The City has entered into an Interlocal Agreement with the Shoreline Fire Department to collect impact fees for fire protection facilities. SMC 3.75.060.B.2 provides that, if no impact fee was paid for the immediately preceding use, the impact fee for the new use shall be reduced by an amount equal to the current impact fee for the immediately preceding use. Approximately 330,617 square feet of Commercial 1 retail uses previously operated on the Property.

- C. Parks Impact Fee Credit. The City has determined that certain components of the Open Space System within the Project (**Exhibits E and M**) support the goals of the City's 2017-2023 PROS Plan for public-private partnerships to provide access to recreational and public open space. The Aurora Square CRA Plan similarly speaks to private investment in outdoor amenities available for public use and the Aurora Square Planned Action EIS further recognizes that redevelopment will increase the demand for open space. Despite this, the Rate Study for Impact Fees for Parks, Open Space and Recreation Facilities, City Clerk Receiving No. 8871, did not

include a park capacity project specifically near or within Aurora Square so as to entitle Developer to a park impact fee credit pursuant to SMC 3.70.080 at this time.

To effectuate the above objectives, City staff will present for City Council consideration an amendment to the Rate Study and the City's Capital Facilities Plan to identify the CRA and include components of the Open Space System authorized by this Agreement and that provide perpetual access to recreational and public open space. Upon an amendment to the Rate Study and Capital Facilities Plan, Developer shall be entitled to a credit against applicable parks impact fees as provided for herein, in **Exhibit M**, and pursuant to SMC 3.70.080 for those projects that meet the credit requirements. The Developer shall be responsible for notifying the City in a timely manner for those portions of the Open Space System for which it would like inclusion in the Capital Facilities Plan by the City Council.

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

19. Transportation Capacity and Infrastructure; Parking Management.
 - A. The Transportation Consistency Analysis demonstrates that, with the completion of roadway improvement projects identified in Section 7: A-D, *Off-Site Transportation Improvements*, there will be sufficient motorized and non-motorized capacities (roads, sidewalks, bike lanes) to meet the City's adopted level of service standards to safely support the Project in all phases. SMC 20.30.355.C.3 is satisfied.
 - B. With each building permit application for a new structure, Developer shall demonstrate adequate parking and a parking management plan based on all of the uses of the Property at the time of permit application.
20. Concurrency Reservation. The City's transportation concurrency regulations, SMC 20.60.140, were adopted in accordance with the GMA (see, RCW 36.70A.060(6)(b)). Their purpose is to ensure that the City's transportation system is adequate to serve future development at the time the development is available for occupancy without decreasing current service levels below establish minimum standards. The City has determined that development of up to 1,358 residential units and 75,610 square feet of commercial space through the year 2039 passes the concurrency test and agrees that no further concurrency review will be required. Within thirty (30) days of the effective date of this Agreement, the City shall issue a Certificate of Concurrency for Developer's Conceptual Guide Plan, with an expiration date that is the same as the expiration date of this Agreement.
21. Accounting for Project Net New PM Hour Trips. The total net new PM peak hour trips

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

22. Stormwater Detention and Treatment.

- A. General Standards. All stormwater facilities shall meet current City, state, and federal regulations in effect at the time of application for the permit triggering the need for stormwater facilities. Said compliance includes adherence to the terms of the then-current Western Washington Phase II NPDES Municipal Stormwater Permit issued by the Department of Ecology that is in effect at the time of application for the implementing entitlement permit.
- B. Use of Future Technologies. The Parties recognize that stormwater treatment science is evolving. Developer shall have the option, but not the requirement, to use any treatment options contained in current or future Department of Ecology stormwater manuals and corresponding City stormwater technical manuals that are approved for general use by the City so long as the resulting use of technology would lead to stormwater treatment equivalent to, or better than, other authorized stormwater treatment technologies and so long as such technologies are consistent with federal and state law, including Ecology's Phase II permit, as it now exists or as may hereafter be amended.
- C. Acknowledgement of Sufficient Stormwater Capacity. The City's consultant has indicated that the existing downstream conveyance is sized appropriately for current site conditions. Redevelopment of the Property will decrease future peak discharge rates through use of on-site detention in accordance with applicable local and state requirements.

23. Acknowledgement of Sufficient Water Supply and Capacity to Serve Future Development. As explained in the CRA EIS, the City of Seattle was provided with a description of the growth planned for the CRA and indicated that the water system has capacity for this growth. The Developer shall provide the City with a Water Availability Certificate with all building permit applications requiring the provision of potable water and/or fire flow.

24. Acknowledgment of Sufficient Sanitary Sewer. The Ronald Wastewater District (District) has analyzed its existing and future sanitary sewer capacity and infrastructure. Based on its review for the next 25 years, the District has acknowledged that there is sufficient local sanitary sewer capacity and infrastructure in place or planned to serve the Project and that Developer may construct on-site capacity and connect to the District's sanitary sewer system to serve the Project subject to review and approval of a Developer Extension Agreement.

25. State Environmental Policy Act Compliance. To create an incentive for and to streamline development within the CRA, the City prepared the CRA EIS and adopted the Planned Action Ordinance. The CRA EIS Preferred Alternative evaluated the impacts of adding 1,500,000 square feet to the existing 582,725 square feet in the CRA through the year 2030, including adding 250,000 square feet of additional retail, 250,000 square feet of additional commercial/office and 1,000 residential units. The City addended the CRA EIS on March 8, 2019. The CRA Planned Action authorizes this amount of commercial space, retail space, and dwelling units. Section 3.C(2)(b) of the Planned Action Ordinance allows shifting development between these land uses when: (a) total build out is less than the aggregate amount of development reviewed in the CRA EIS; (b) the CRA Trip Budget (808 net new PM Peak hour trips within the CRA by the year 2030) is not exceeded; and (c) development impacts identified in the CRA EIS are mitigated consistent with Exhibit A of the Planned Action Ordinance. The City has determined that:
- A. With the Project, the Alexan Apartments, and existing land uses, total build out in the CRA is less than the aggregate amount of development reviewed in the CRA EIS.
 - B. The Transportation Consistency Analysis demonstrates that, with the Project, the Alexan Apartments and other existing land uses, the CRA Trip Budget is not exceeded.
 - C. The Transportation Improvements provided for in Section 7, *Off-Site Transportation Improvements*, fully mitigate the transportation impacts of the Project consistent with the Planned Action Ordinance and the Transportation Consistency Analysis.
 - D. The shift of development amounts between land uses within the Project satisfies Section 3.C(2)(b) of the Planned Action Ordinance thereby allowing 1,358 residential units.
 - E. The Project is within both the geographic and development intensity scope of the redevelopment contemplated in the CRA Planned Action, which adequately addressed the significant environmental impacts of the Project and has been utilized to formulate the conditions on the Project.
 - F. The Project qualifies as a Planned Action Project pursuant to SMC 20.30.357.
 - G. Compliance with the Approvals shall constitute complete mitigation of the environmental impacts of the Project.
26. Consistency with Comprehensive Plan. As outlined in this Agreement and required by SMC 20.30.355.C.1, the Project is consistent with the goals and policies of the Comprehensive Plan.
27. Confirmation of Consistency and Future City Interpretations. City approval of this Agreement evidences its consistency with the SMC.

28. Sustainability. As required by SMC 20.30.355.C.2, the Project will provide innovative, aesthetic, energy-efficient and environmentally sustainable architecture and site design as demonstrated in the Conceptual Guide Plan. Developer shall incorporate the following LEED ND (Neighborhood Development) Credit categories into the Project design: Smart location, Access to quality transit and bicycle facilities, Housing and jobs proximity, Walkable streets, Compact Development, Mixed Use Neighborhoods, Reduced Parking footprint, Connected and open Community, Connected parks and outdoor space, Access to Civic and Public Space, Community Outreach and Involvement, Tree-lined and shaded streetscapes, Rainwater management, Heat Island Reduction, Recycled and Reused Infrastructure, and Light Pollution Reduction.
29. Transitions. Property on the north side of N. 160th Street (across the right-of-way from Building B1) is zoned R-6. The architectural design and site design elements along N. 160th Street, including landscaping, open space, retention of significant trees, parking/traffic management, and multimodal transportation improvements will create necessary transitions and minimize conflicts with the R-6 properties to the North. SMC 20.30.355.C.5 is satisfied.
30. Permit Review and Processing. Developer agrees to obtain all required permits, pay all permitting/review fees as established by the City. Permitting and land use review fees will adjust over time and Developer agrees to pay the fees in place at the time of application for construction of each phase of the Project.
31. Agreement to Run With the Land. For the term of this Agreement, the benefits and obligations of this Agreement shall run with the land and continue following the subdivision, leasing, or transfer of ownership to Developer's successors and assigns.
32. Term. The term of this Agreement shall be twenty (20) years from the Effective Date of this Agreement. The City and Developer may mutually agree to extend the term of the Agreement in writing.
33. Amendment of Agreement. ~~Amendment of Agreement~~. Amendment of this Agreement is subject to the provisions of Section 56 (*Final and Complete Agreement*). Amendments to the Agreement shall be designated as either minor or major amendment by the Director of Planning and Community Development, in consultation with affected City Departments.
- A. Minor Amendments. A minor amendment is an amendment that is not defined below as a major amendment.
- B. Major Amendments. A major amendment shall require an amendment to the Agreement and expressly includes:
- i. Changing the term of the Agreement as set forth in Section 17 *Vesting*;
 - ii. Modifying the Open Space requirements set forth in Section 5.B *Phasing* or Section 9, *Open Space System*;

- iii. Increasing the number of residential dwelling units set forth in Section 3 *Development Approvals* by more than ten percent (10%);
- iv. An amendment that would cause an exceedance of the “CRA Trip Budget” as defined in the Agreement;
- v. Proposing a land use that is not allowed in the zone;
- vi. An amendment to any of the modifications set forth in Section 12 *Modifications to Land Use Regulations*; ~~or~~
- vii. An amendment creating new significant environmental impacts not evaluated in the Aurora Square Planned Action FEIS;
- viii. An amendment to the Supplemental Site Design Guidelines, Exhibit F;
- ix. Addition of parcels adjacent to the Property and/or within the CRA to the Agreement, pursuant to Section 34, Additional Parcels; or
- x. An amendment to Section 5.A, Commercial, Retail, and Restaurants.

C. Processing of amendments.

- i. Major Amendments shall be processed as set forth in SMC 20.30.355(E)(1), requiring notice, a public hearing before the Planning Commission and City Council approval by ordinance or resolution, except that such amendments are not required to conform to SMC 20.30.355(B) Development Agreement Contents and will only be subject to the applicable Decision Criteria in SMC 20.30.355(C) based on the subject matter of the proposed amendment.
- ii. Minor Amendments shall be administratively reviewed and approved by the Director of Planning and Community Development following the procedures for a Type A decision as set forth in SMC 20.30.040 without notice, public hearing, or city council approval. In reviewing such amendments, the Director shall consult with affected City departments.
- iii. The Director’s decision classifying an amendment as major or minor is final and not subject to reconsideration or administrative appeal.
- iv. The City’s decision to approve a minor or major amendment is discretionary. The City may impose reasonable conditions of approval on any amendment.

- v. The fee for processing of a minor or major amendment shall be the hourly rate set forth in SMC 3.01.010 for a development agreement at the time of the amendment.
 - vi. If approved, the Developer shall record the executed amendment as provided in SMC 20.30.355(E)(2).
34. Additional Parcels. In the event that Developer acquires additional parcels adjacent to the Property and/or within the CRA, Developer may apply to have the additional parcels made subject to this Agreement as a major ~~minor~~ amendment ~~and the Project elements adjusted accordingly so long as the proposed uses of the additional parcels are consistent with the Planned Action and do not cause an exceedance of the CRA Trip Budget. All other terms and conditions of the Approvals would apply.~~ The Parties intend that such an amendment build upon the substantial body of policy and technical analysis developed in connection with this Agreement.
35. Construction of Documents. In the event there are any conflicts or ambiguities between the terms of the body of this Agreement and the terms in any of the Exhibits, the terms of the body of this Agreement shall control.
36. Indemnification. Except as otherwise specifically provided elsewhere in this Agreement and any exhibits hereto, each Party shall protect, defend, indemnify and hold harmless the other Party and their officers, agents, and employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, which are caused by or result from any negligent act or omission of the Party's own officers, agents, and employees in performing services pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against a Party, the Party whose sole negligent actions or omissions gave rise to the claim shall defend the other Party at the indemnifying Party's sole cost and expense; and if final judgment be rendered against the other Party and its officers, agents, and employees or be rendered jointly against the Parties and their respective officers, agents, and employees, the Party whose sole negligent actions or omissions gave rise to the claim shall satisfy the same; provided that, in the event of concurrent negligence, each Party shall indemnify and hold the other Party harmless only to the extent of the indemnifying Party's negligence. The indemnification to the City hereunder shall be for the benefit of the City as an entity, and not for members of the general public.
37. Agreement Consistency with RCW 82.02.020. The mitigation requirements established by this Agreement are consistent with the requirements of RCW 82.02.020 and mitigate the direct impacts that have been identified as a consequence of the Project.
38. Recording. This Agreement shall be recorded with the King County Recorder's Office at Developer's expense.
39. Binding Effect; Assignability. This Agreement shall bind and inure to the benefit of the Parties hereto and their respective successors, heirs, legatees, representatives, receivers, trustees, successors, transferees and assigns. Developer shall have the right to sell, transfer,

mortgage, hypothecate, convey or take any other similar action regarding the title to or financing for all or any portion of the Property, provided however that any such transfer, sale, etc. shall be subject to the terms and conditions, rights and obligations of this Development Agreement and all attachments thereto. At least 30 days prior to the effective date of any such transfer, the Developer or any other transferor shall (1) formally notify the transferee of this Development Agreement, and (2) formally notify the City of the intended transfer.

40. Interpretation. This Agreement has been reviewed and revised by legal counsel for both Parties, and no presumption or rule construing ambiguity against the drafter of the document shall apply to the interpretation or enforcement of this Agreement. Nothing herein shall be construed as a waiver of the City's constitutional and statutory powers. Nothing herein shall be construed or implied that the City is contracting away its constitutional and statutory powers, except as otherwise authorized by law.
41. Authority. Each signatory to this Agreement represents and warrants that he or she has full power and authority to execute and deliver this Agreement on behalf of the Party for which he or she is signing, and that he or she will defend and hold harmless the other Parties and signatories from any claim that he or she was not fully authorized to execute this Agreement on behalf of the person or entity for whom he or she signed. Upon proper execution and delivery, this Agreement will have been duly entered into by the Parties, will constitute as against each Party a valid, legal and binding obligation that will be enforceable against each Party in accordance with the terms herein.
42. Delays. If either Party is delayed in the performance of its obligations in this Agreement due to Force Majeure, then performance of such obligation shall be excused for the period of delay. Force Majeure means extraordinary natural events or conditions such as war, riot, labor disputes, or other causes beyond the reasonable control of the obligated party. The City's or Developer's inability to fund, or decision not to fund, any of its obligations shall not be an acceptable reason for delay.
43. Notices. All notices, requests, demands, and other communications called for or contemplated by this Agreement shall be in writing, and shall be duly given by mailing the same by certified mail, return receipt requested; or by delivering the same by hand, to the notice in the manner aforesaid:

Developer:

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

And to its Attorney:

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

City of Shoreline:

And to its Attorney:

44. Dispute Resolution. The Parties shall follow the procedures in this section to address disputes. For the purpose of this Section, any written request or notice shall be sent to the Parties as set forth in Section 43, Notices. Performance of each Party's obligations and responsibilities of this Development Agreement, not subject to the dispute, shall continue during any dispute resolution or mediation proceedings. If the Parties are unable to resolve the dispute after utilizing the methods set forth in this Section, then either Party may seek to enforce the provisions of this Development Agreement through any method afforded by law.
- A. Informal Resolution. It is the Parties' intent to work cooperatively and in good faith to resolve any disputes in an efficient and cost-effective manner. In the event of any dispute as to the interpretation or application of the terms or conditions of this Agreement, Developer and the City, through their designated representatives, shall meet within ten (10) working days after the receipt of a written request from the other Party for the purpose of attempting, in good faith, the prompt resolution of the dispute. Such a meeting may be continued by mutual agreement of the Parties to a date certain to include other persons or parties, or to obtain addition information.
- B. Mediation. In the event that such a meeting does not resolve the dispute, or the meeting is not held within ten (10) working days, prior to commencing any litigation, except for a request for a temporary restraining order or preliminary injunction, the Parties shall first attempt to mediate the dispute. The Parties shall mutually agree upon a mediator to assist them in resolving their differences. If the Parties cannot agree on a mediator, a mediator shall be designated by the American Arbitration Association. Any mediator so designated must be acceptable to the Parties. The mediation will be conducted in King County, Washington. Any Party may terminate the

mediation at any time. All communications during the mediation shall be confidential and shall be treated as settlement negotiations for the purpose of applicable rules of evidence, including Evidence Rule 408. However, evidence that is independently admissible shall not be rendered inadmissible by nature of its use during the mediation process. The mediator may not testify for either Party in any subsequent legal proceeding related to the dispute. No recording or transcript shall be made of the mediation proceedings. The cost of any mediation proceedings shall be shared equally by the Parties. Any cost for a Party's legal representation during mediation shall be borne by the hiring Party.

C. Arbitration. The Parties may voluntarily agree to Arbitration. If the Parties have agreed to arbitration, within fifteen (15) days of the receipt of a written request from the other Party of Default, the Parties shall confer and seek to agree upon a single arbitrator. If the Parties cannot agree on a single arbitrator, then the arbitration will be referred to Judicial Arbitrators and Mediators Seattle ("JAMS"). Each Party shall select a representative from JAMS, the representatives shall then meet, confer and select one of their colleagues to serve as the arbitrator, but if JAMS is not in existence or not able to hear the matter, then either Party may apply to the Washington Superior Court for appointment of a single arbitrator pursuant to RCW 7.04.050. The arbitrator shall establish the procedures and allow presentation of written and oral information but shall render its final decision within thirty (30) days after the matter is referred to arbitration, unless the Parties agree to additional time in writing. The Parties shall pay equally the cost of the arbitration.

45. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Venue for any judicial action arising out of or relating to this Agreement shall lie in King County Superior Court.
46. Specific Performance. The Parties specifically agree that damages are not an adequate remedy for breach of this Agreement and that the Parties are entitled to compel specific performance of all material terms of this Agreement by any Party in default hereof. All terms and provisions of this Agreement are material.
47. Attorneys' Fees. In any arbitration or judicial action to enforce or determine a party's rights under this Agreement, the prevailing party (or the substantially prevailing party, if no one party prevails entirely) shall be entitled to reasonable attorneys' fees, expert witness fees, and costs, including fees and costs incurred in the appeal of any ruling of a lower court.
48. No Third-Party Beneficiary. This Agreement is made and entered into for the sole protection and benefit of the parties hereto and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

49. No Partnership. Nothing in this Agreement is intended to create any type of partnership or joint venture relationship between the Parties as to the Property or its development.
50. Waiver. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the party giving such waiver and no such waiver shall be deemed a waiver of any prior or subsequent breach or default.
51. Severability. This Agreement does not violate any federal or state statute, rule, regulation or common law known; but any provision which is found to be invalid or in violation of any statute, rule, regulation or common law shall be considered null and void, with the remaining provisions remaining viable and in effect.
52. Cooperation in Execution of Documents. The Parties agree to properly and promptly execute and deliver any and all additional documents that may be necessary to render this Agreement practically effective. This Section shall not require the execution of any document that expands, alters, or in any way changes the terms of this Agreement.
53. Exhibits. This Agreement includes the following exhibits which are incorporated by reference herein:
 - A. Exhibit A - Legal Description of Property.
 - B. Exhibit B – Property.
 - C. Exhibit C – Public Benefit Matrix.
 - D. Exhibit D – Conceptual Guide Plan.
 - E. Exhibit E – Open Space System.
 - F. Exhibit F -Supplemental Site Design Guidelines.
 - G. Exhibit G –Westminster Way Improvements.
 - H. Exhibit H – Street Sections and Design Plans.
 - I. Exhibit I - Open Space System Operations & Maintenance Plan.
 - J. Exhibit J - Illustrations of Modifications to Land Use Regulations.
 - K. Exhibit K - Net New PM Peak Hour Trip Accounting Tool.
 - L. Exhibit L – Vested Provisions of Title 20 SMC.
 - M. Exhibit M – Shoreline Place Open Space Potential Credit Calculations.
 - N. Exhibit N –Phase 1 Circulation Plan.
 - O. Exhibit O –Block Plan and Required Improvements per Phase.

- 54. Counterparts. This Agreement may be signed in any number of identical counterparts, each of which shall be considered an original even if it is transmitted by electronic means and taken together those identical counterparts will be considered to constitute one and the same instrument. The Effective Date of this Agreement shall be the date when the last representative of the City and/or Developer executes and transmits a copy of the signed Agreement.

- 55. Full Understanding. The Parties each acknowledge, represent and agree that they have read this Agreement; that they fully understand the terms thereof; that they have had the opportunity to be fully advised by their legal counsel and any other advisors with respect thereto; and that they are executing this Agreement after sufficient review and understanding of its contents.

- 56. Final and Complete Agreement. This Agreement is integrated and constitutes the final and complete expression of the Parties on all subjects relating to the development of the Project. This Agreement may not be modified, interpreted, amended, waived or revoked orally, but only by a writing signed by all Parties. This Agreement supersedes and replaces all prior agreements, discussions and representations on all subjects discussed herein, without limitation. No Party is entering into this Agreement in reliance on any oral or written promises, inducements, representations, understandings, interpretations or agreements other than those contained in this Agreement and the Exhibits hereto.

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

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

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

By: _____
Its: _____

City of Shoreline
A Washington municipal corporation

By: _____
Its: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

STATE OF WASHINGTON
COUNTY OF KING

ss.

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

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

(Signature of Notary)

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

STATE OF WASHINGTON

ss.

COUNTY OF KING

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

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

(Signature of Notary)

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

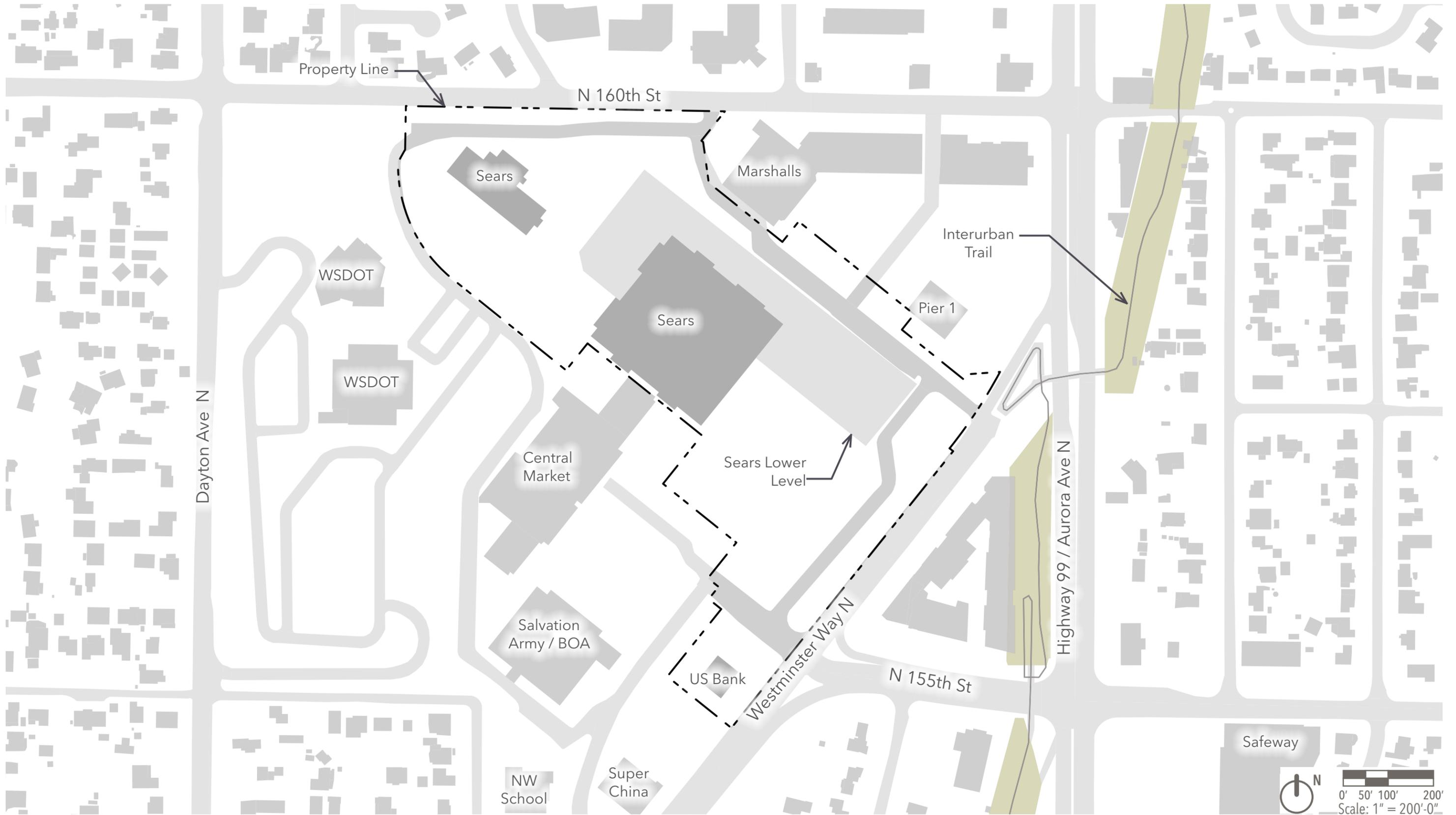
**Shoreline Place Development Agreement
Attachment A Exhibit 2(A) – Legal Description of Property**

Legal Description

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

(Parcel No. 182604-9014)

EXISTING SITE PLAN



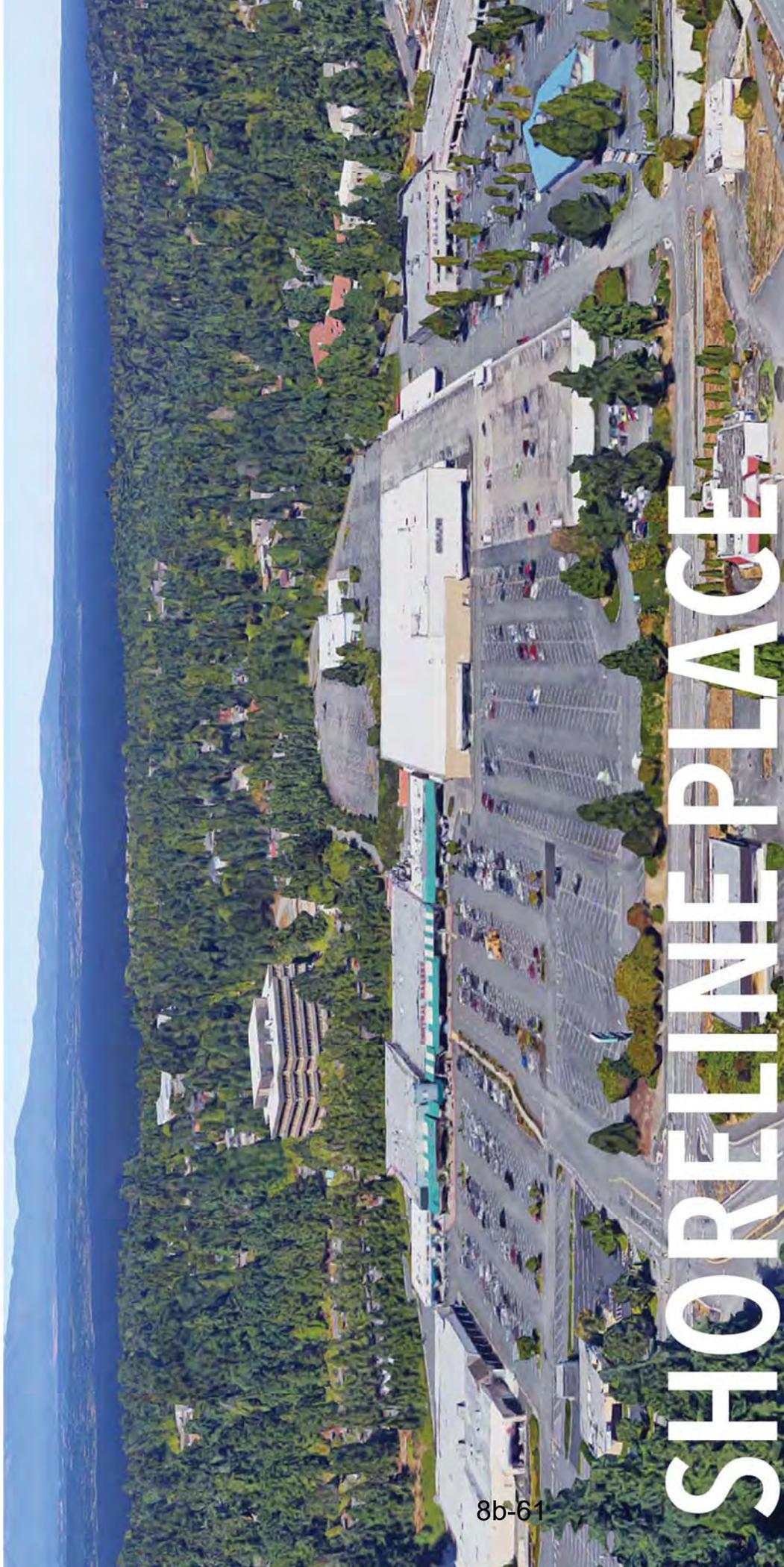
**Shoreline Place Development Agreement
Attachment A Exhibit 2(C) – Public Benefit Matrix**

**Exhibit C
Public Benefit Matrix**

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

**Shoreline Place Development Agreement
Attachment A Exhibit 2(C) – Public Benefit Matrix**

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



8b-61

SHORELINE PLACE

 SHORELINE PLACE

Merlone Geier
Partners

GGLO
DESIGN

PACLAND

HEWITT



TENW

Development Agreement | Conceptual Design Submittal
12.21.2018

15711 Aurora Ave N
Shoreline, WA 98133

Printed: 12.19.2018

Address:

15711 Aurora Ave N
Shoreline, WA 98133

Parcel Number:

182604-9014

Lot Area:

754,164 sf (17.32 acres)

Zoning:

MB - 70

Overlay Zones:

Aurora Square Community Renewal Area

Residential Units:

Proposed 1,358 new residential units

Commercial/Retail:

92,150 sf existing retail - to remain
2,160 sf new retail - proposed
63,610 sf overall retail on site - proposed

Parking Stalls:

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



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



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



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

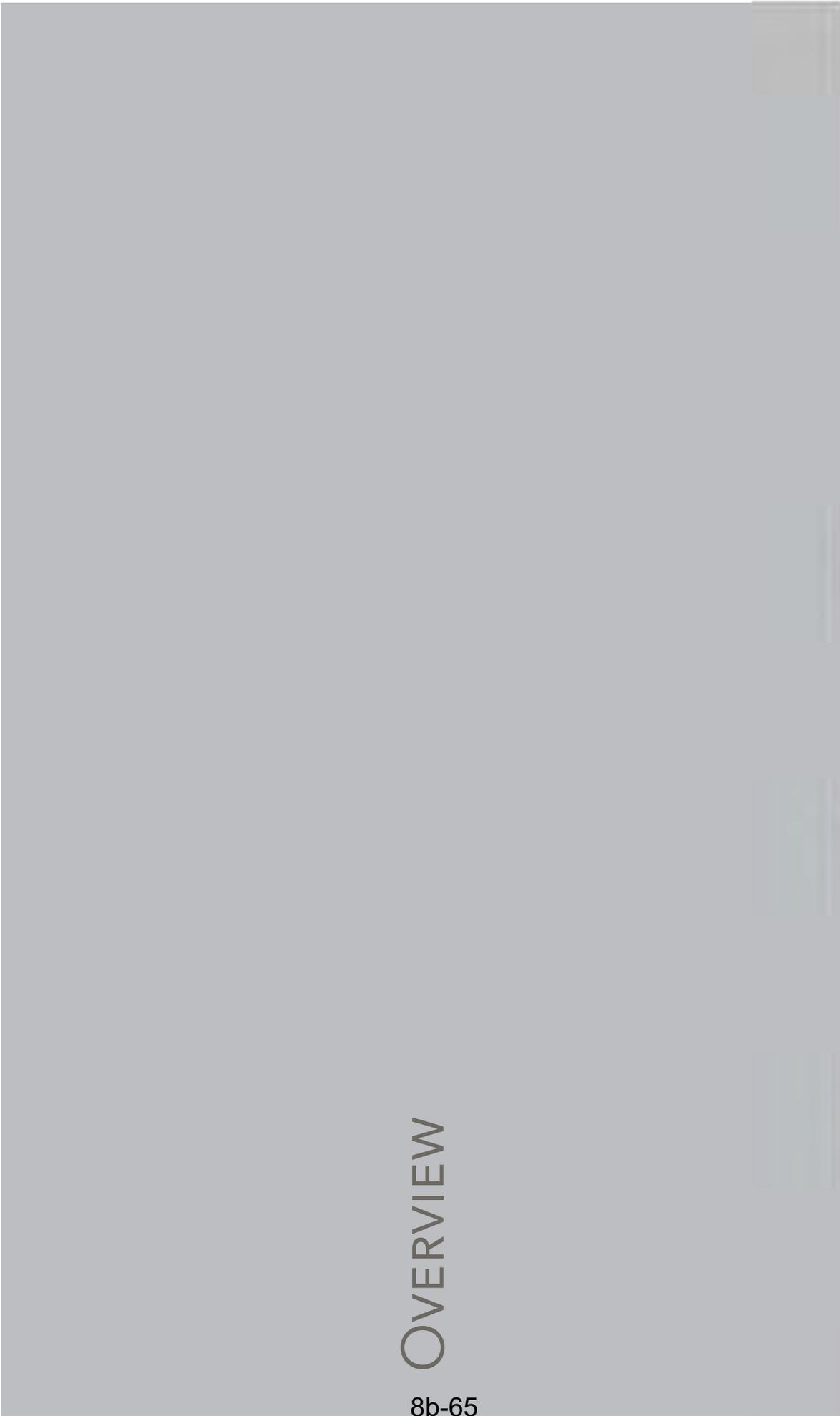


Landscape Architecture
HEWITT
101 Stewart St Suite 200
Seattle, WA 98101
Contact: Alan McWain, Associate
(206) 624-8154



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

Page Intentionally Left Blank



OVERVIEW

8b-65

Page Intentionally Left Blank

PROJECT OVERVIEW AND RESPONSE TO CRA VISION

Vision

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

Westminister

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

Infrastructure and Connectivity

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

8b-67

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

Vibrant Center

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

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

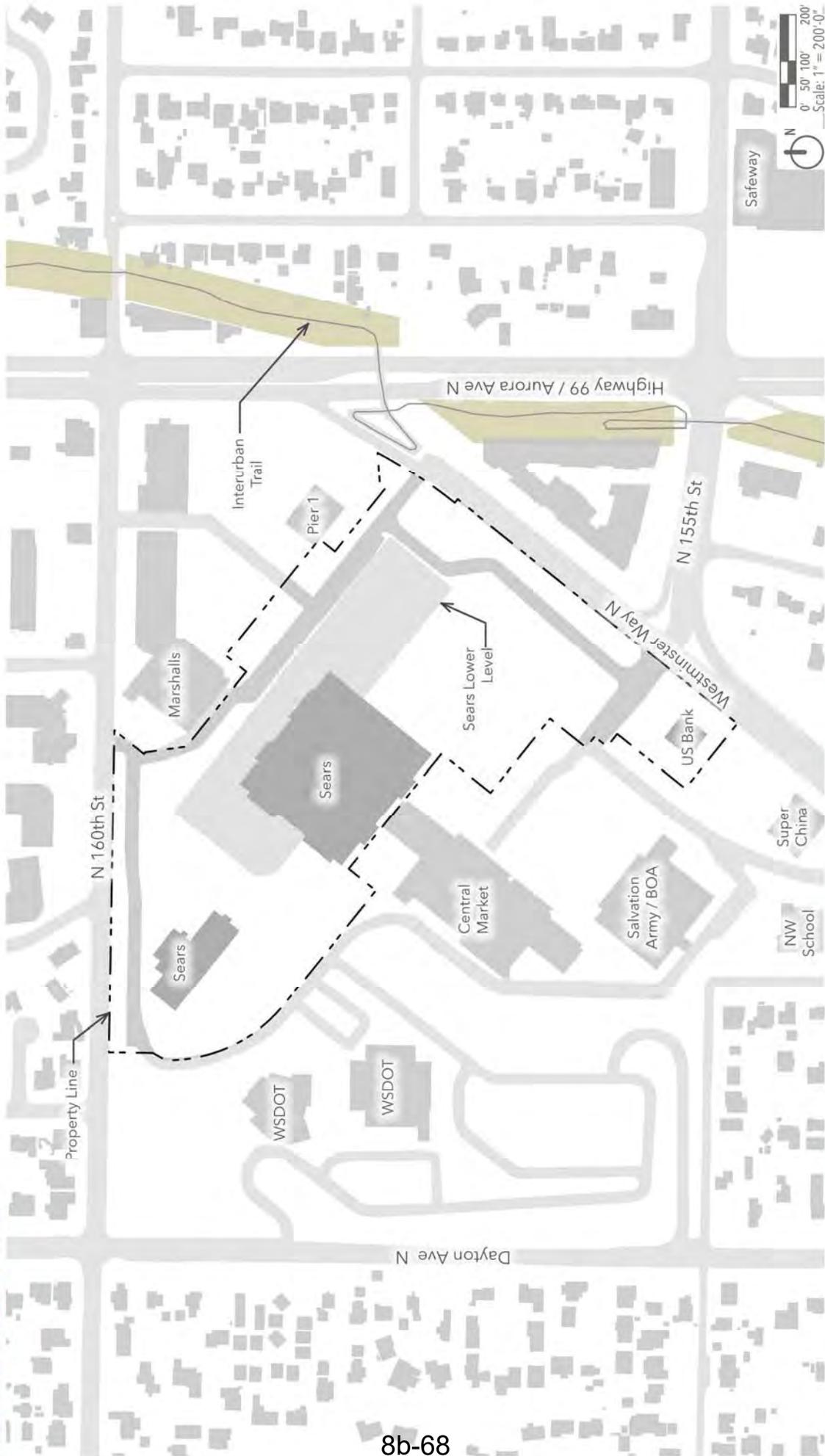
Housing

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

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



EXISTING SITE PLAN



8b-68

PROPOSED SITE PLAN



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



8b-69

PROPOSED BLOCK PLAN



8b-70

DEVELOPMENT PROGRAM | OVERALL

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

New Retail Parking Summary

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

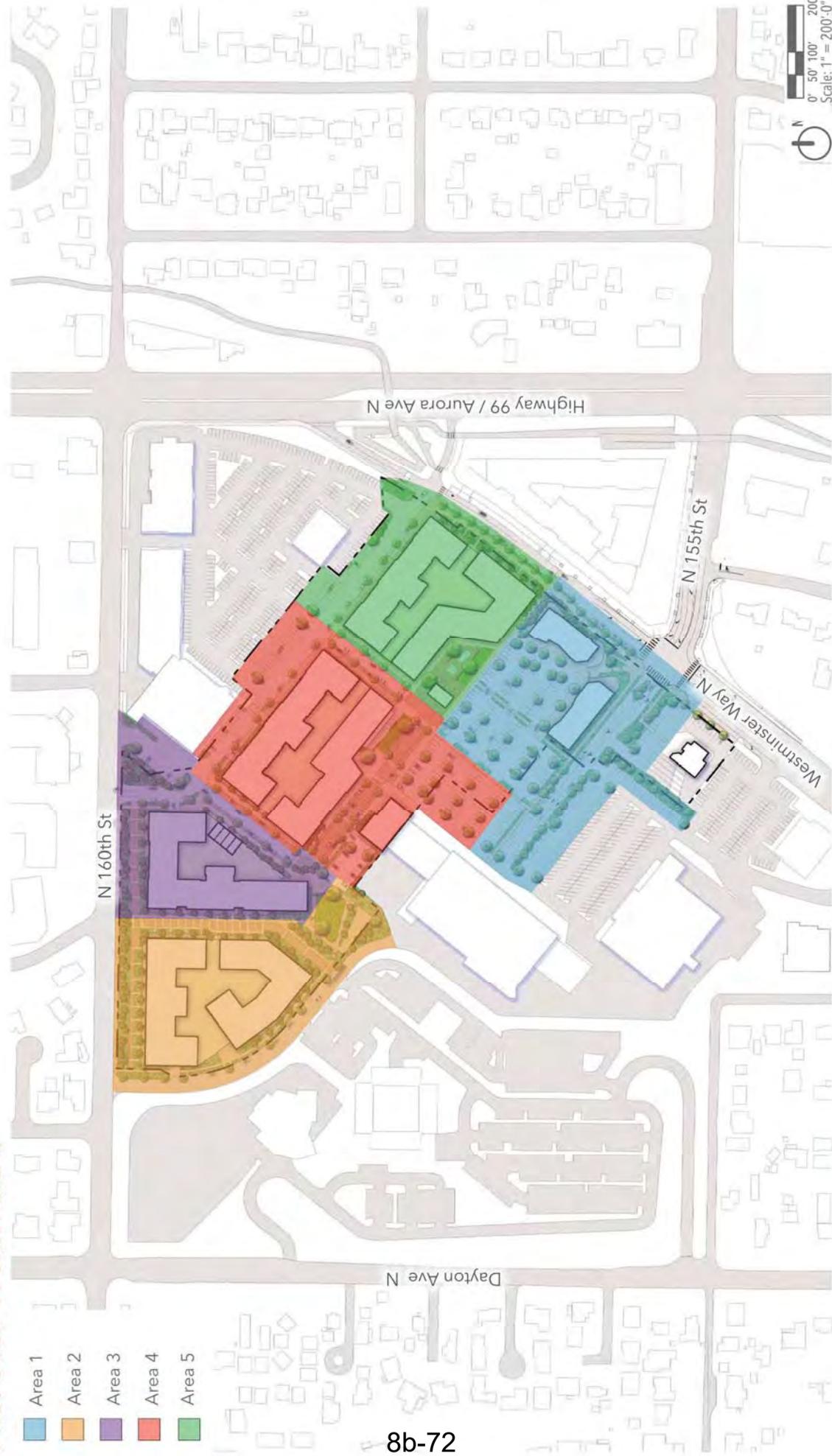
Note:

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

8b-71

PROPOSED WORK AREAS

- Area 1
- Area 2
- Area 3
- Area 4
- Area 5



8b-72

Page Intentionally Left Blank

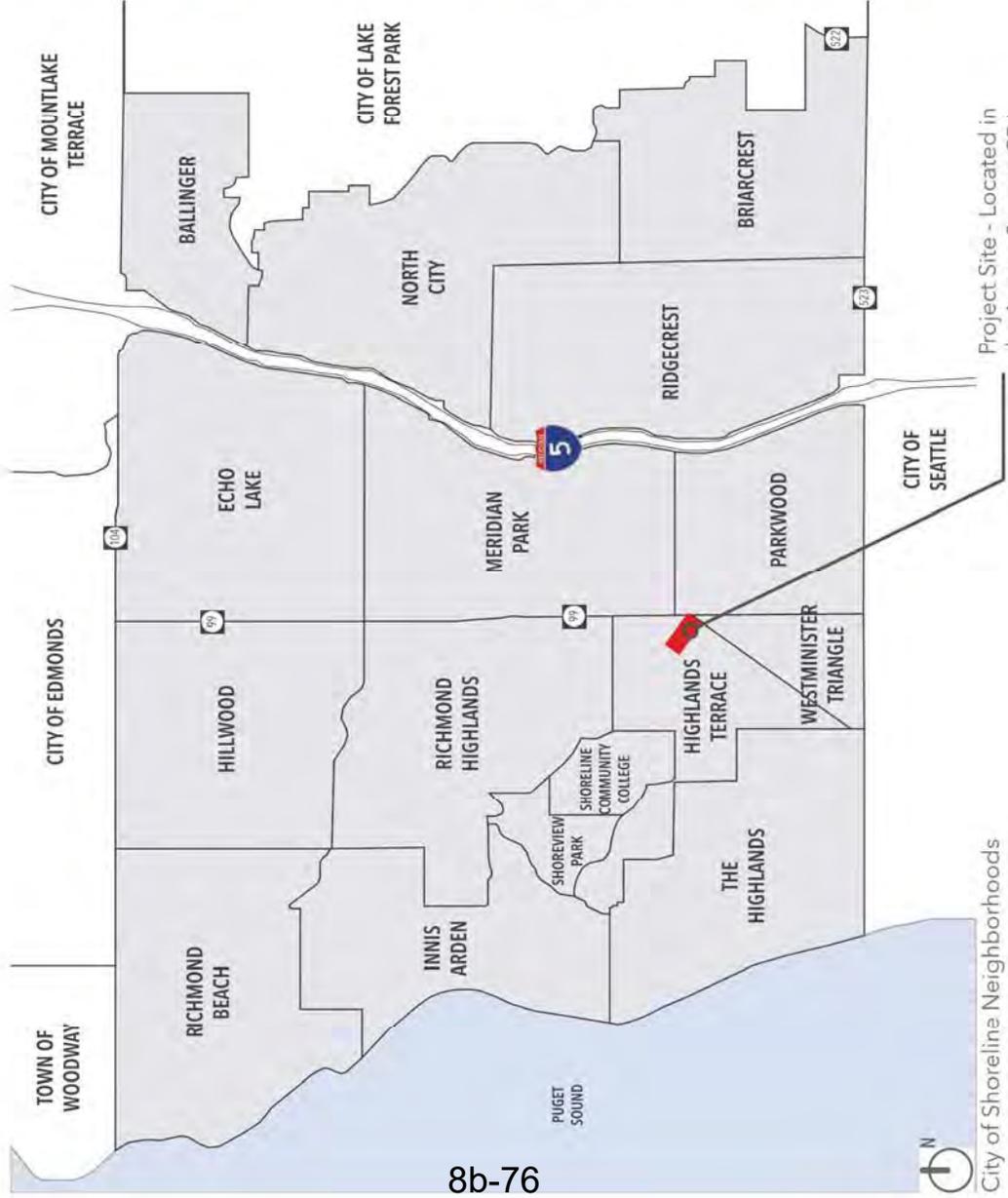
Page Intentionally Left Blank



EXISTING CONTEXT AND SITE CONDITIONS

8b-75

VICINITY MAP



8b-76



Aurora Square Community Renewal Area

Project Site - Located in the Aurora Square CRA

AURORA SQUARE COMMUNITY RENEWAL AREA PLAN

City of Shoreline CRA Goals:

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



CRA Boundaries

City of Shoreline Vision:

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

8b-77



2012 CRA Concept Plan



1967 Sears Grand Opening



2012 CRA Plan - Concept Massing



2012 CRA Plan - Concept Massing

SUSTAINABILITY STRATEGIES

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

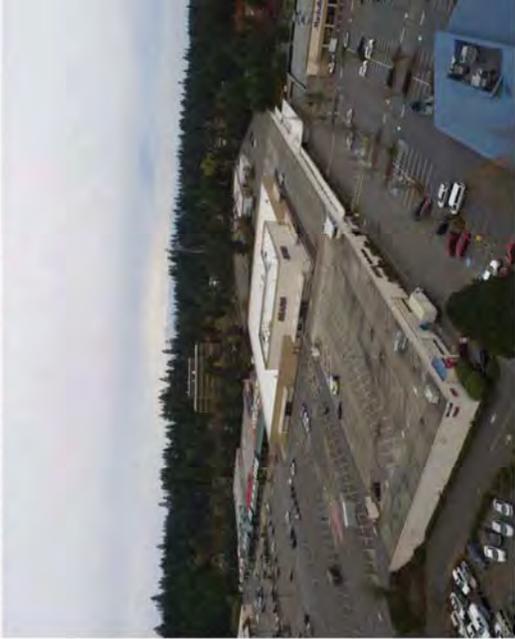
Sustainable concepts that help achieve this goal may include:

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

8b-78



EXISTING AERIAL IMAGES



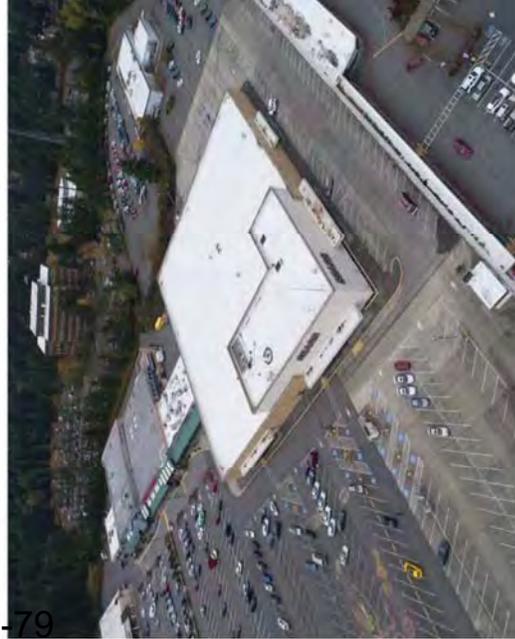
View looking West



View looking East



Aerial of Sears



View looking West, Enlarged

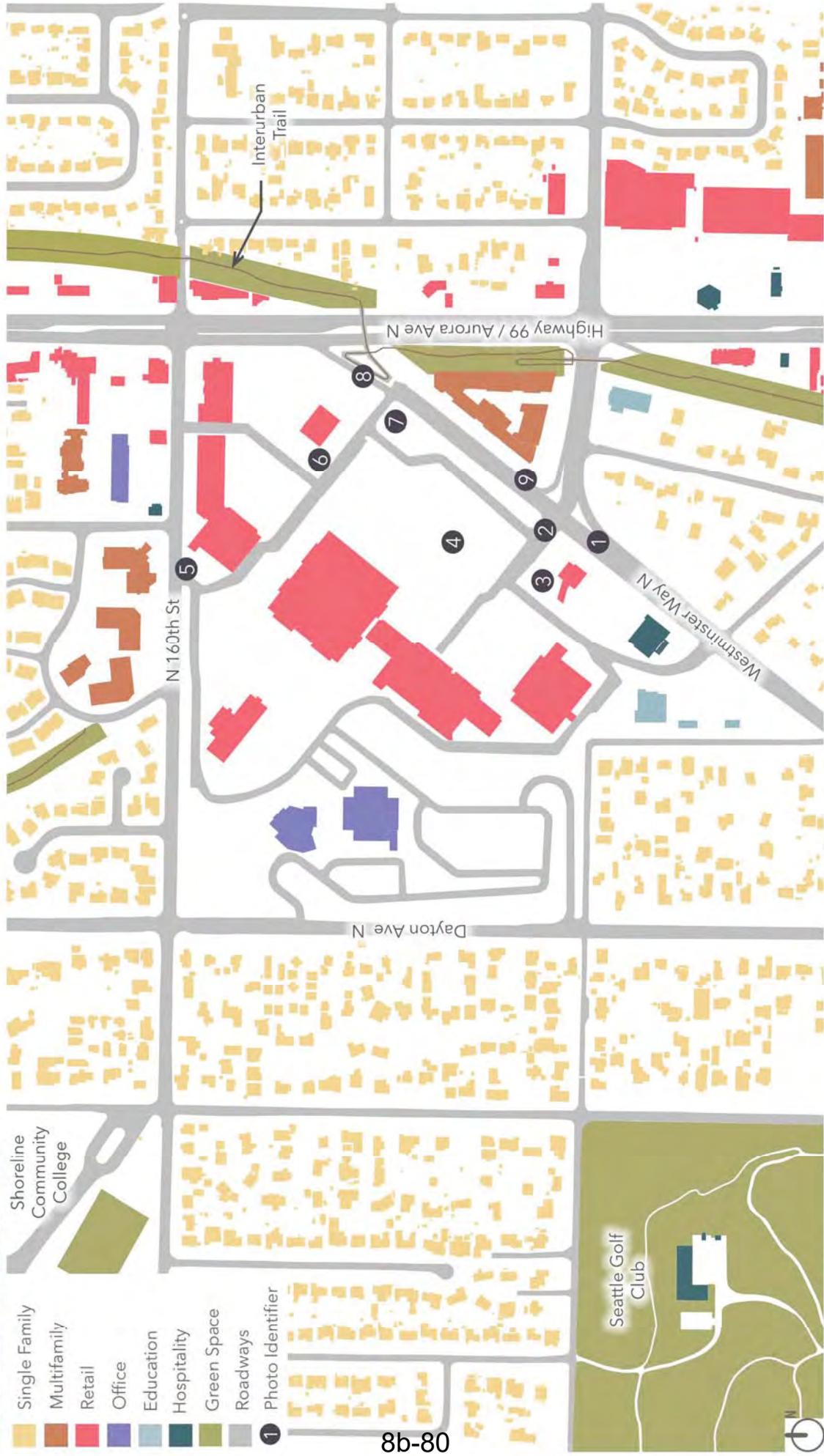


Top View Aerial



Aerial View Looking West

LAND USE CONTEXT MAP



8b-80



SITE SURROUNDINGS & CONTEXT IMAGES



1 Westminister Way N & N 155th



2 Mail entry from Westminister Way N



3 Site Parking Lot



4 Front of Old Sears and Parking



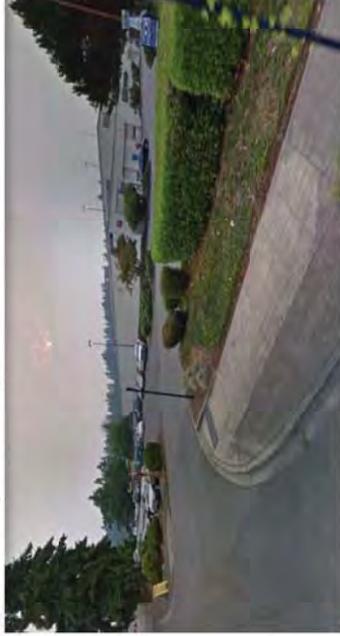
5 Sears Entry and Parking



6 Lower Level Drive



7 Sears Outlet looking Northwest



8 Sears Entry at Westminister Way

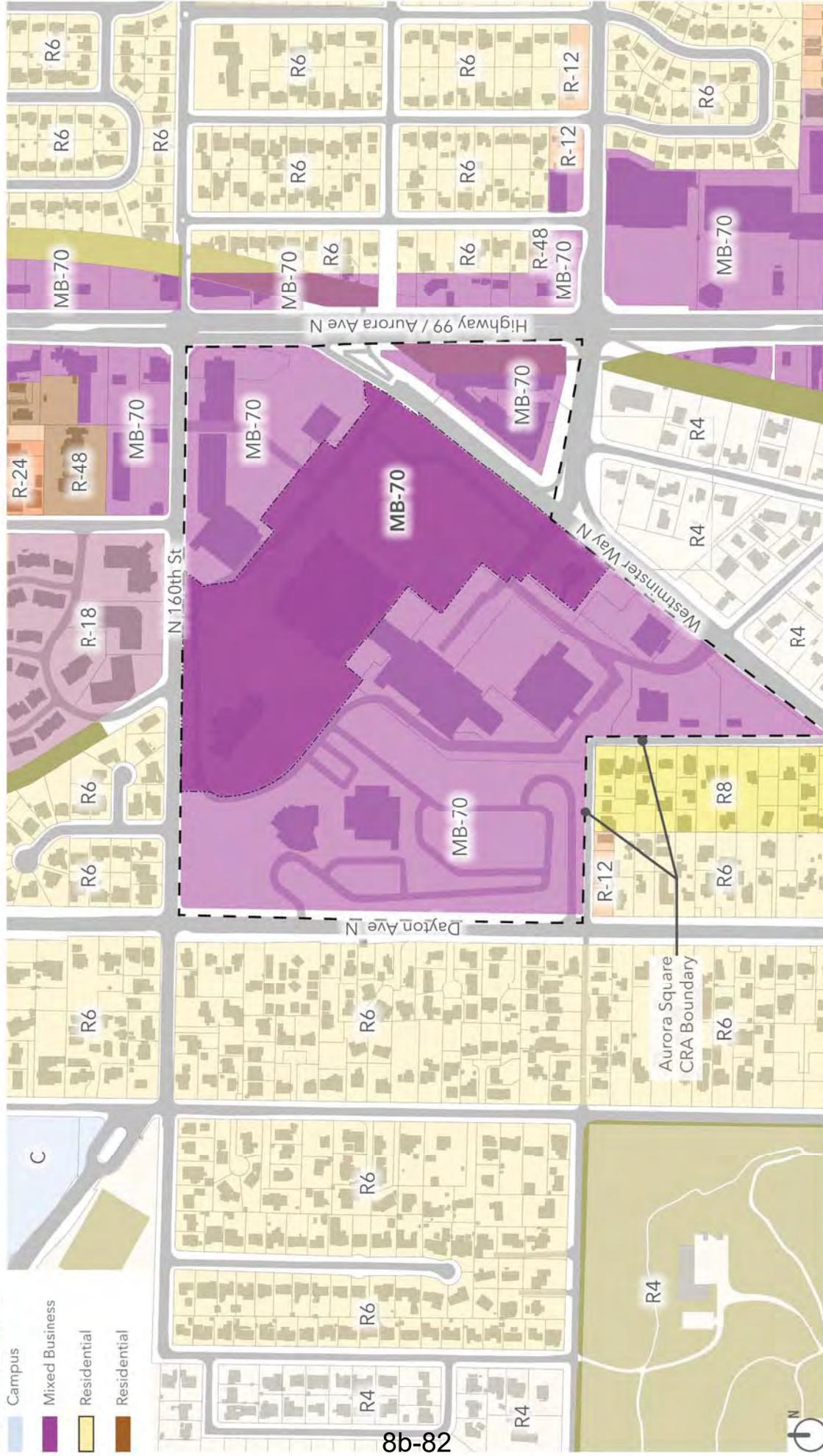


9 Westminister Way N looking North

85:81

ZONING MAP

-  Campus
-  Mixed Business
-  Residential
-  Residential



8b-82

ZONING SUMMARY

Parcel Number:
182604-9014

Lot Area:
725,075 sf (17.32 acres)

Zone:
MB-70

Overlays:
Aurora Square Community Renewal Area

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

Existing Uses:
Retail Sales and Service and Surface Parking

SUBCHAPTER 1 | DIMENSIONS AND DENSITY FOR DEVELOPMENT

20.50.020 Commercial Zone Dimensional requirements

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

Response: See proposed Base height departure

20.50.021.D Transition areas

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

Response: Proposed design will comply

SUBCHAPTER 4 | COMMERCIAL ZONE DESIGN

20.50.240 Site design

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

Response: Proposed design will comply

C. Site Frontage

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

public places, landscaping, and vehicle display areas are included or future right-of-way widening or a utility easement is required between the sidewalk and the building.

c.) Ground-level, street-fronting, building interiors shall be 12-foot high and 20-foot depth and built to commercial building code. These spaces may be used for any permitted land use.

d.) Minimum 50 percent window area of ground floor front facades.

e.) Locate primary building entry or an entry to an interior plaza or courtyard from which building entries are accessible on a street frontage

f.) Provide 5 feet wide by 9 feet tall weather protection along 80 percent of the facade where over pedestrian facilities

g.) Streets with on-street parking shall have sidewalks to back of the curb and street trees or at least a two-foot-wide walkway between the back of curb and an amenity strip if space is available. Streets without on-street parking shall have landscaped amenity strips with street trees.

h.) Surface parking shall not occupy more than 65 lineal feet of the site frontage. Parking lots shall not be located at street corners. No parking or vehicle circulation is allowed between the rights-of-way and the building front facade.

Response: See proposed entry location departure

2.Right of Way Lighting

a.) Pedestrian lighting standards shall meet the standards for Aurora Avenue pedestrian lighting standards and must be positioned 15 feet above sidewalks.

b.) Street light standards shall be a maximum 25-foot height and spaced to meet City illumination requirements.

Response: Proposed design will comply

E. Internal Site Walkways

1. Developments shall include internal walkways that connect building entries, public places, and parking areas with other non-motorized facilities including adjacent street sidewalks and Interurban Trail.

a.) Provide 8 feet wide, 6 inch raised, clear and illuminated pathways between the main building entrance and a public sidewalk.

b.) Provided continuous pedestrian walkways along the front of all businesses and the entries of multiple commercial buildings.

c.) Provide 8 feet wide, 3 inch raised, walkways for every three, double-loaded aisles or every 200 feet of parking area width.

e.) Provide street-rated trees every 30 feet on average in grated tree pits if the walkway is eight feet wide or in planting beds if walkway is greater than eight feet wide.

Response: See proposed departures

F. Public Place

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

Response: Proposed design will comply

2. Public places may be covered but not enclosed unless by subsection.

3. Buildings shall border at least one side of the public place.

4. 80 percent of the area shall provide surfaces for people to stand or sit.

5. No lineal dimension is less than six feet.

6. Public places shall include the following design elements:

a.) Physically accessible and visible from the public sidewalks, walkways, or through-connections;

b.) Pedestrian access to abutting buildings;

c.) Pedestrian-scaled lighting;

d.) Solar access at least a portion of the day;

e.) Not located adjacent to dumpsters or loading areas; and

f.) Amenities such as public art, planters, fountains, interactive public amenities, hanging baskets, irrigation, decorative light fixtures, decorative paving and walkway treatments, and other items that provide a pleasant pedestrian experience along arterial streets.

G. Multifamily Open Space

a.) Provide 800 square feet per development or 50 square feet per dwelling unit, whichever is greater;

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

Response: Proposed design will comply

H. Outdoor Lighting

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

Response: Proposed design will comply

I. Service Areas

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

Response: Proposed design will comply

J. Utility and Mechanical Equipment

Locate and design equipment to minimize its visibility to the public

Response: Proposed design will comply

20.50.250 Building Design

B. Building Articulation.

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

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

ZONING SUMMARY

deep and 15 feet wide.
 b.) Vertical piers at the ends of each facade that project at least two inches from the facade and extend from the ground to the roofline.

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

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

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

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

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

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

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

Response: See proposed departures

SUBCHAPTER 6 | PARKING, ACCESS AND CIRCULATION

20.50.390 Minimum off-street parking requirements - Standards

A. Off-street parking areas shall contain at a minimum the number of spaces stipulated in Tables 20.50.390A through 20.50.390D.
 B. Parking ratios expressed as number of spaces per square feet shall be based on the net square footage of public floor area.

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

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

Response: Proposed design will comply

20.50.410 Parking design standards.

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

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

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

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

Response: See proposed departures

20.50.440 Bicycle facilities - Standards

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

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

Response: Proposed design will comply

SUB-CHAPTER 7 | LANDSCAPING

20.50.470 Street frontage landscaping for parking lots.

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

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

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

Response: Proposed design will comply

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

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

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

Response: Proposed design will comply

20.50.500 Internal landscaping for parking area.

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

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

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

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

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

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

E. Parking area landscaping shall require:

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

Response: Proposed design will comply

20.50.510 Alternative landscape design.

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

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

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

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

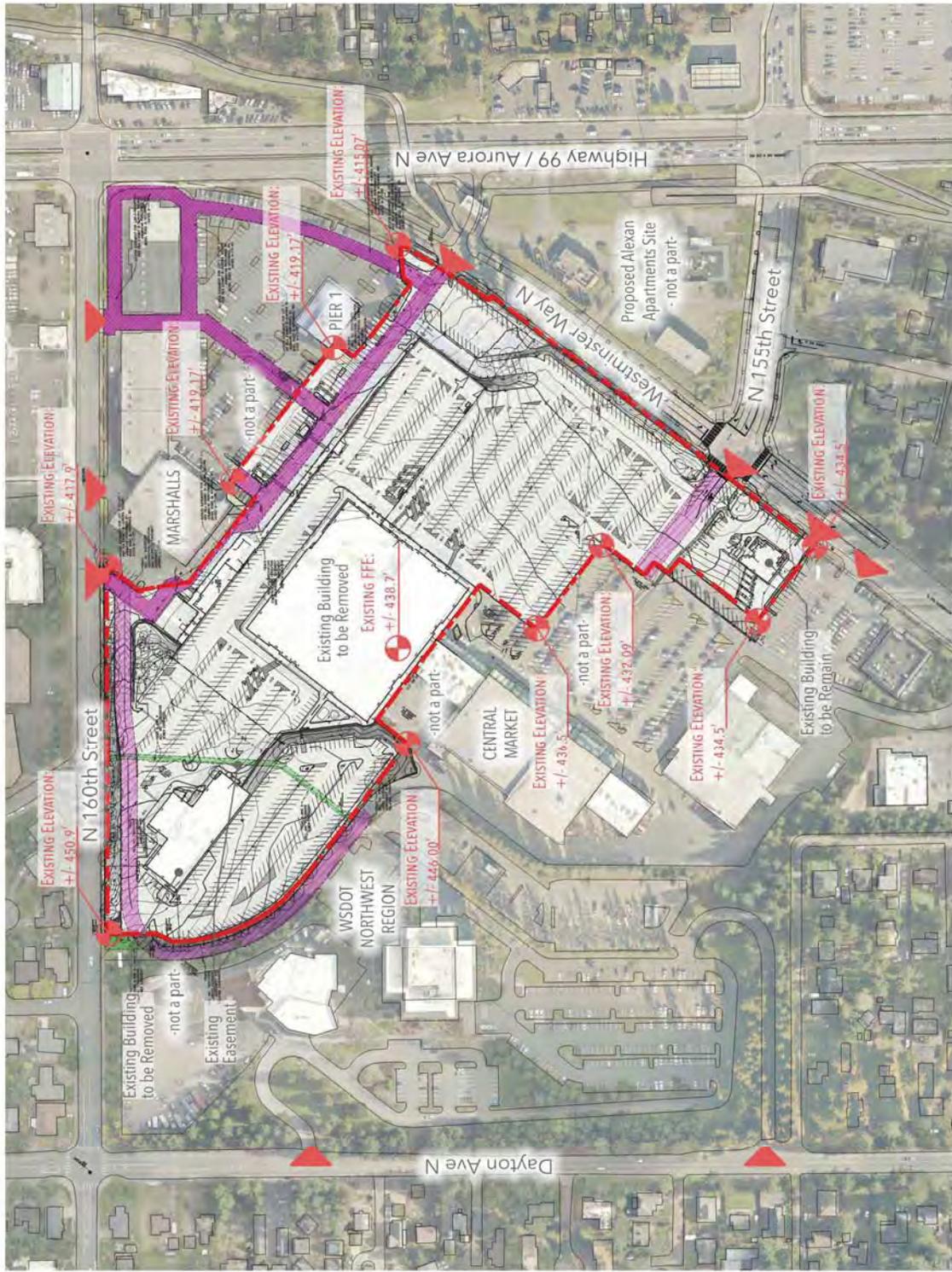
Response: Proposed design will comply

EXISTING SITE SURVEY

Legal Description

LOT 2 OF KC SHORT PLAT #685084 REC #8603181210
 LESS POR DAF - BEG AT NELY COR OF SD LOT 2 TH W
 ALG NLY LN OF SD LOT 2 89.49 FT TH S 37-27-53 W 82
 FT TH S 52-32-07 E 5 FT TH S 09-08-56 E 89.44 FT TH
 N 37-27-53 E 197.69 FT TO POB & LESS POR DAF-BEG
 AT MOST SLY COR OF LOT 1 OF SD SP TH N 84-33-29
 W 65.25 FT TO TPOB TH N 52-32-07 W 130 FT TH N
 37-27-53 E 25 FT TH N 52-32-07 W 47 FT TH S 37-27-53
 W 43 FT TH S 52-32-07 E 177 FT TH N 18 FT TO TPOB
 SD SP DAF - POR O' S 1/2 OF NW 1/4 & NE 1/4 OF SW
 1/4 DESC AS FLS - BAAP ON SLY MGN OF N 160TH ST
 453.20 FT E OF C/L OF DAYTON AVE N TH E ALG SD
 SLY MGN 1425.73 FT TO WLY MGN OF WESTMINSTER
 WY N TH ALG SD WLY MGN S 01-09-30 E 47.45 FT TH S
 ALG CRV TO RGT RAD OF 1081.27 FT ARC DIST 729.39
 FT TH S 52-30-30E 10 FT TH S 37-29-30 W 773.52 FT
 SD PLAT N 52-33-49 W 179.32 FT TH N 37-26-11 E
 188.31 FT TH N 52-31-47 W 35.05 FT TH N 37-28-13 E
 34.00 FT TH N 52-31-47 W 30.00 FT TH N 37-28-13 E
 92.50 FT TH N 52-31-47 W 205.00 FT TH N 37-28-13 E
 50.50 FT TH N 52-31-47 W 320.00 FT TH S 37-28-13
 75.00 FT TH N 52-31-47 W 148.00 FT TO MOST NLY
 COR OF SD PLAT TH N 52-32-02 W 168.87 FT TO BEG
 CRV TO RGT RAD 320.00 FT ARC DIST 291.64 FT
 TH N 28-00-00 E 31.76 FT TH N 00-18-57 W 95 FT M/L
 TO BEG - AKA LOT 8 OF KC LOT LN ADJ #8701010
 APPROVED 1-22-87

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



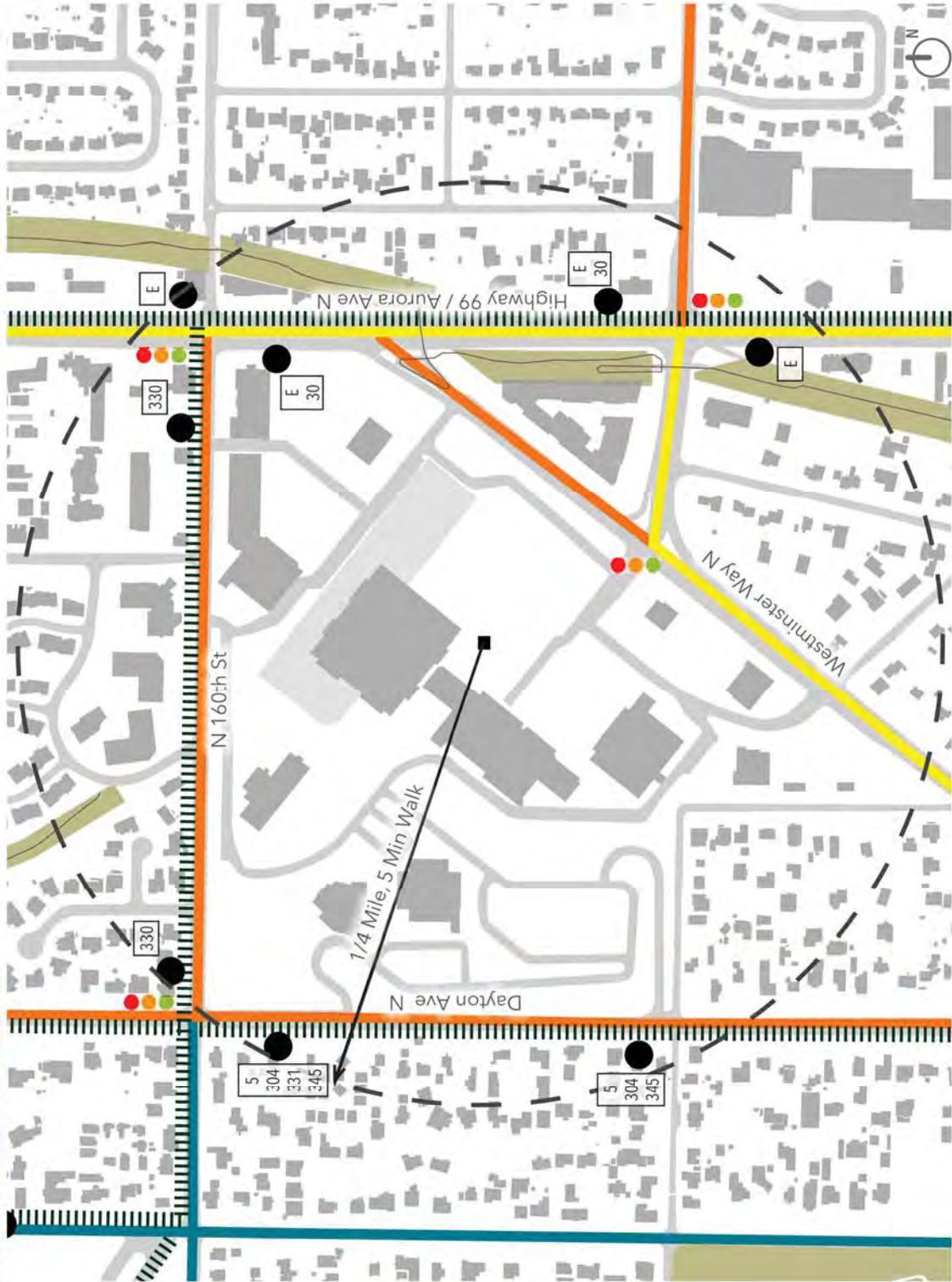
EXISTING TOPOGRAPHY & NATURAL FEATURES



8b-86

EXISTING VEHICLE & TRANSIT CIRCULATION

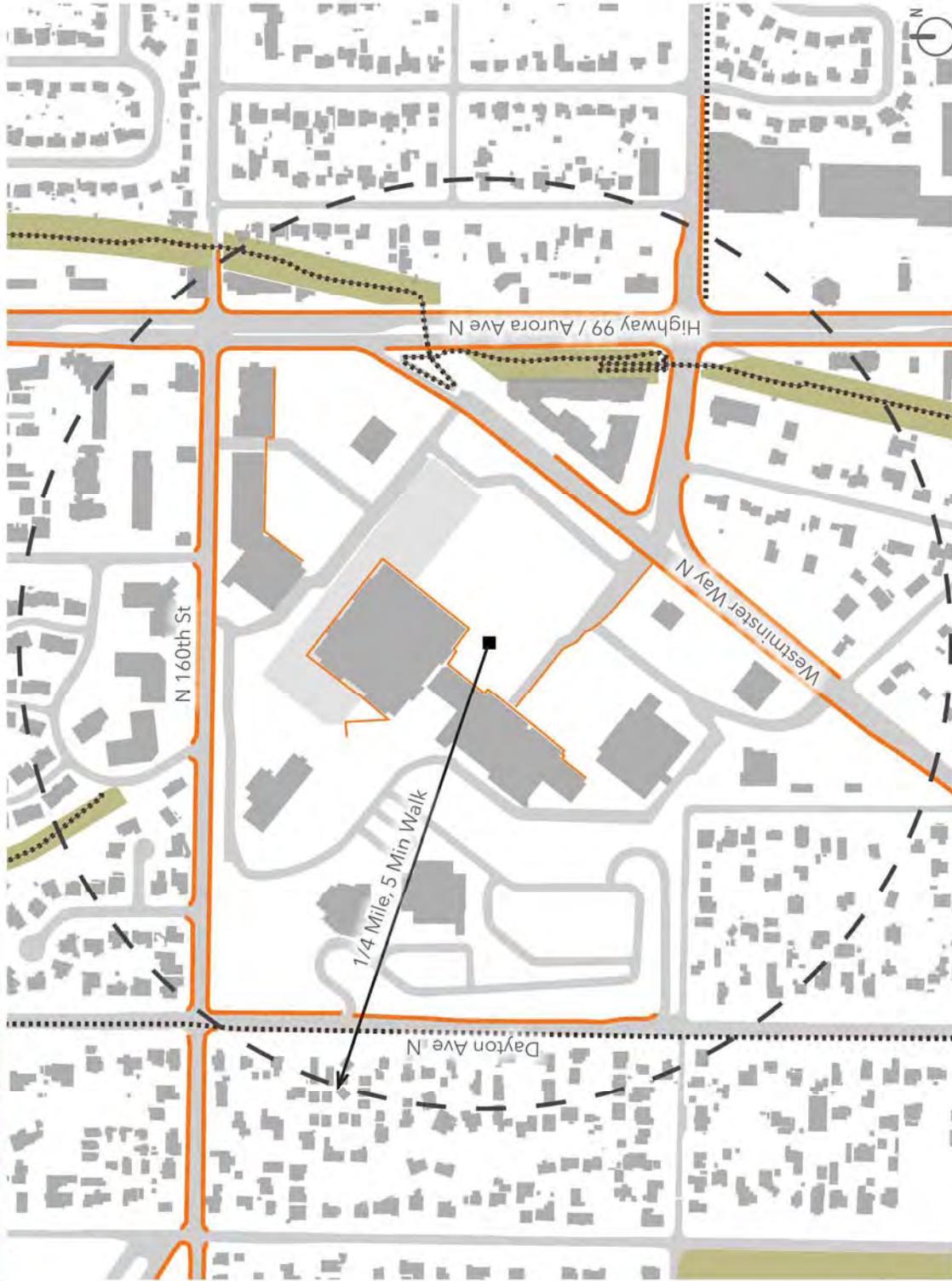
-  Principal Arterial Street
-  Minor Arterial Street
-  Collector Arterial Street
-  Interurban Trail
-  Bus route
-  Bus stop



8b-87

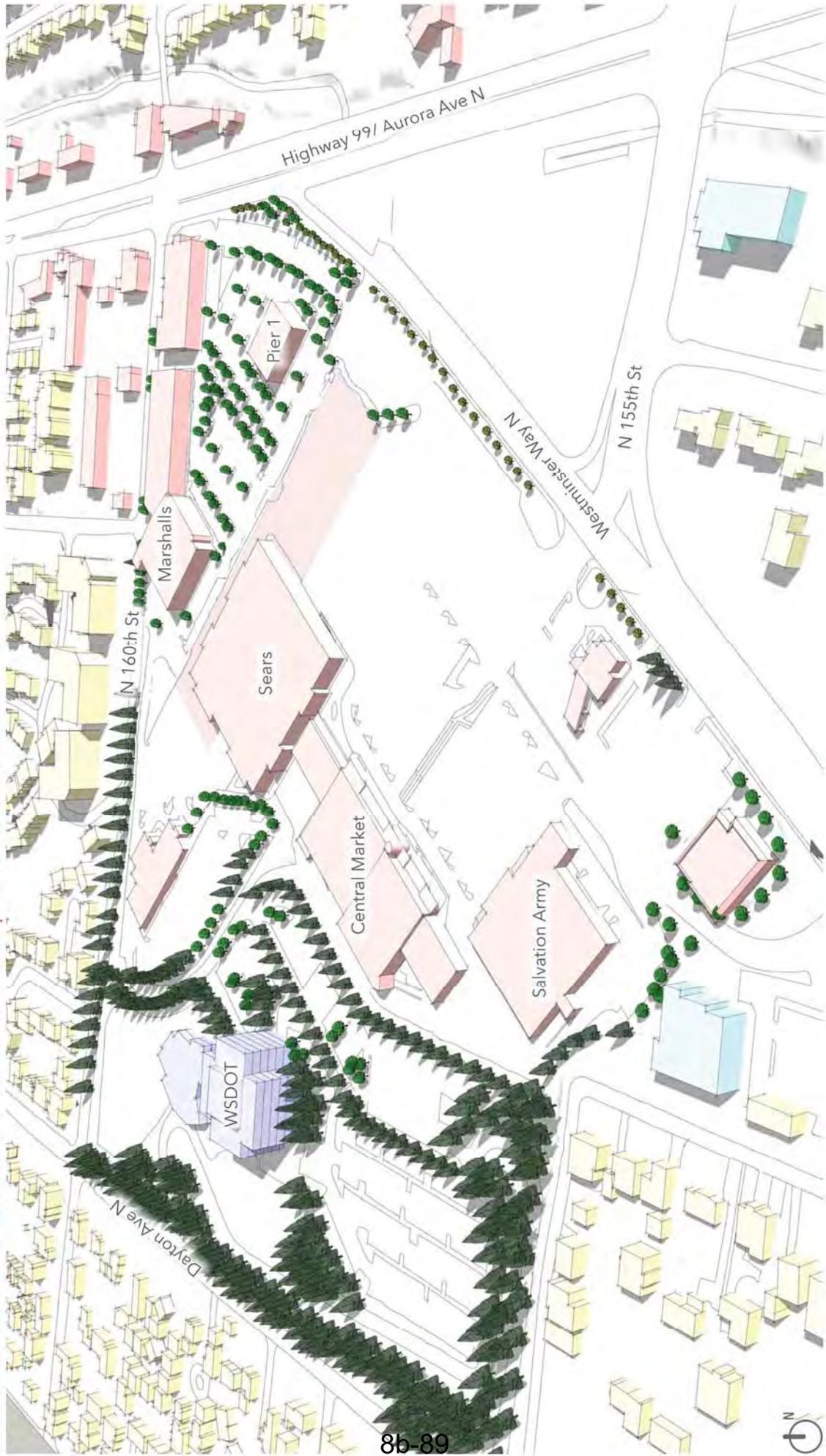
EXISTING PEDESTRIAN & BIKE CIRCULATION

- Pedestrian Movement
- Bike Route



8b-88

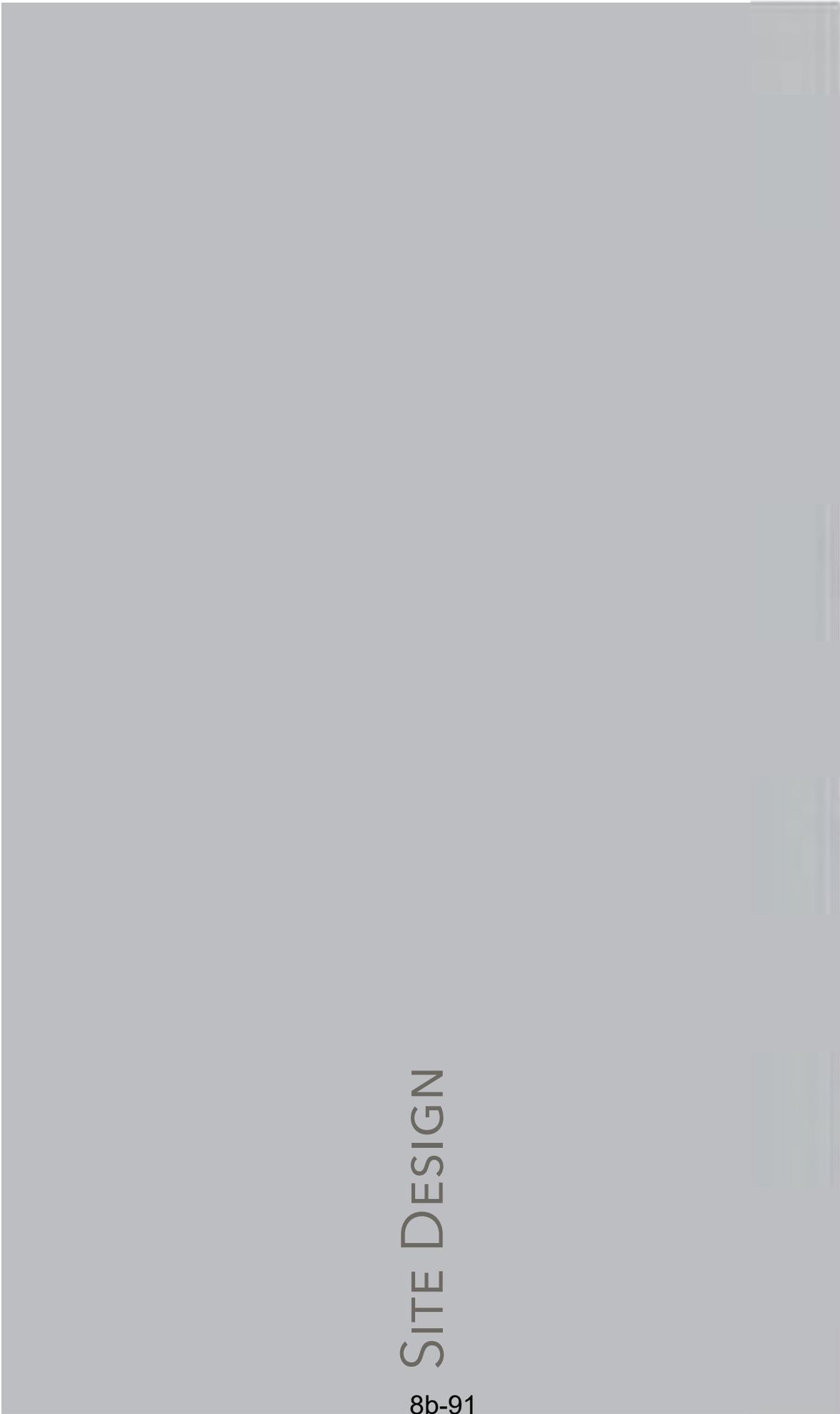
EXISTING NEIGHBORHOOD AXONOMETRIC | LOOKING NORTH



8b-89



Page Intentionally Left Blank

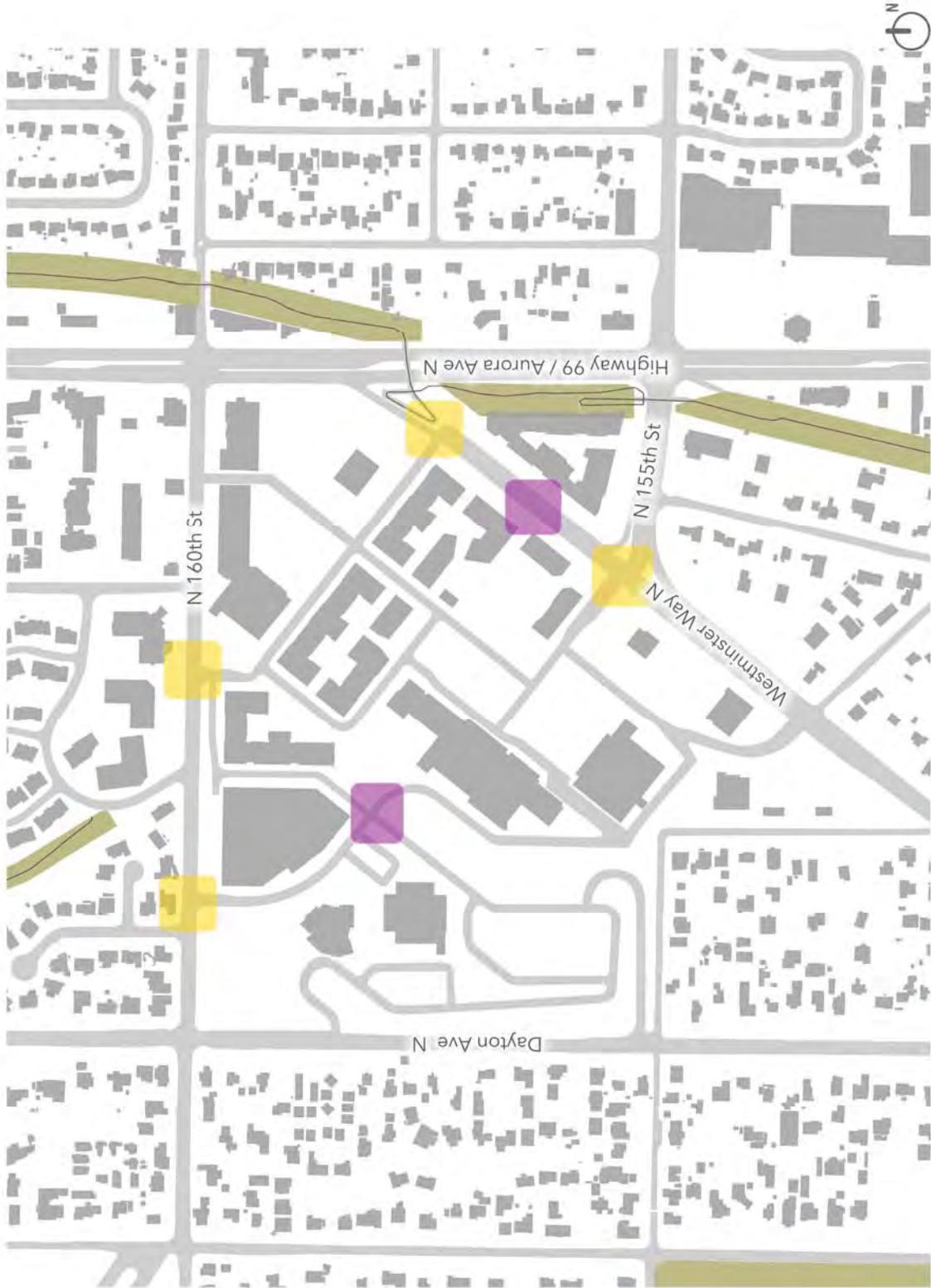


SITE DESIGN

8b-91

GATEWAYS & ENTRIES

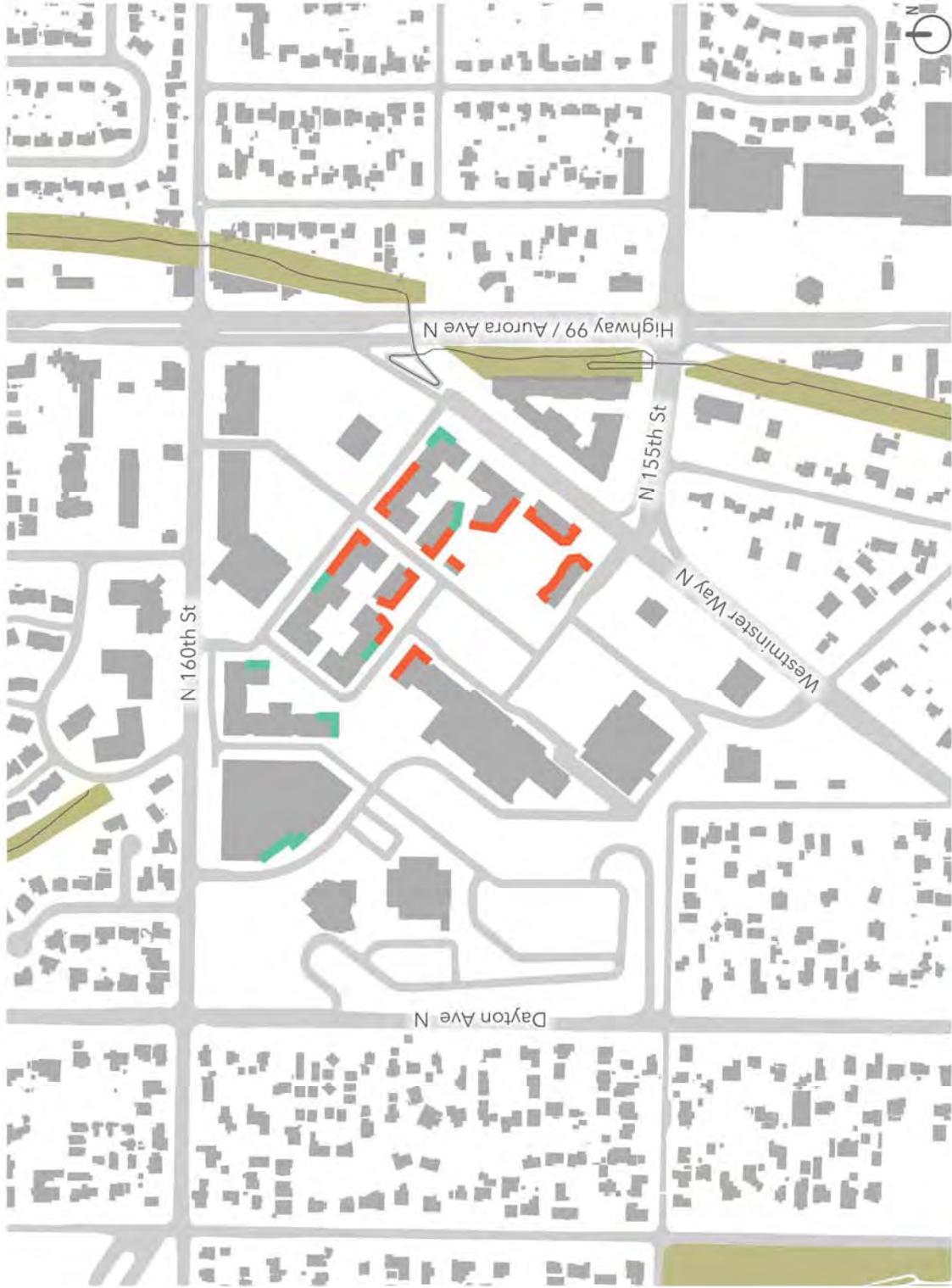
- Vehicular & Pedestrian Gateway
- Pedestrian Gateway



8b-92

ACTIVE EDGES

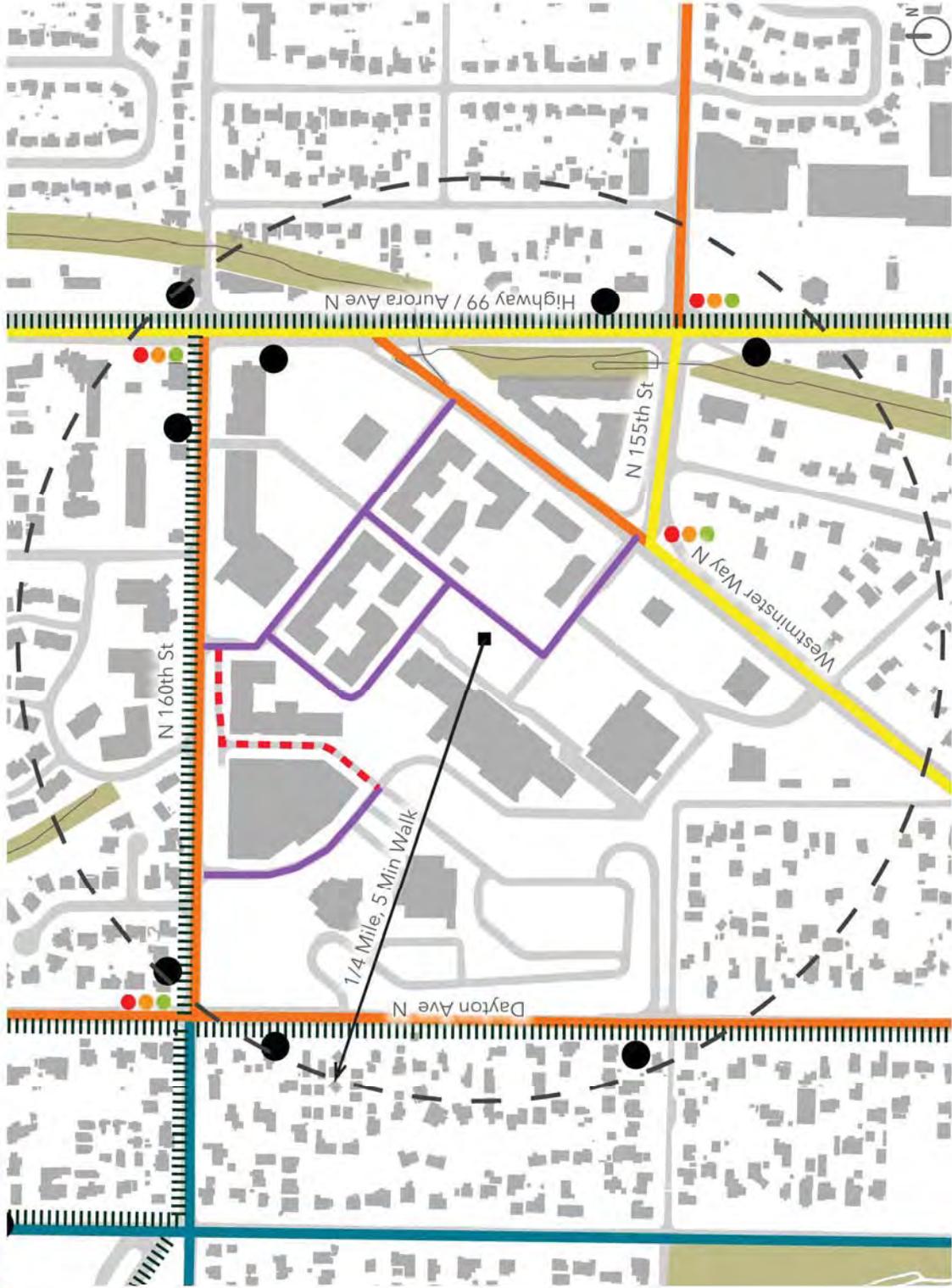
- Commercial Frontage
- Lobby Frontage



8b-93

VEHICLE & TRANSIT CIRCULATION

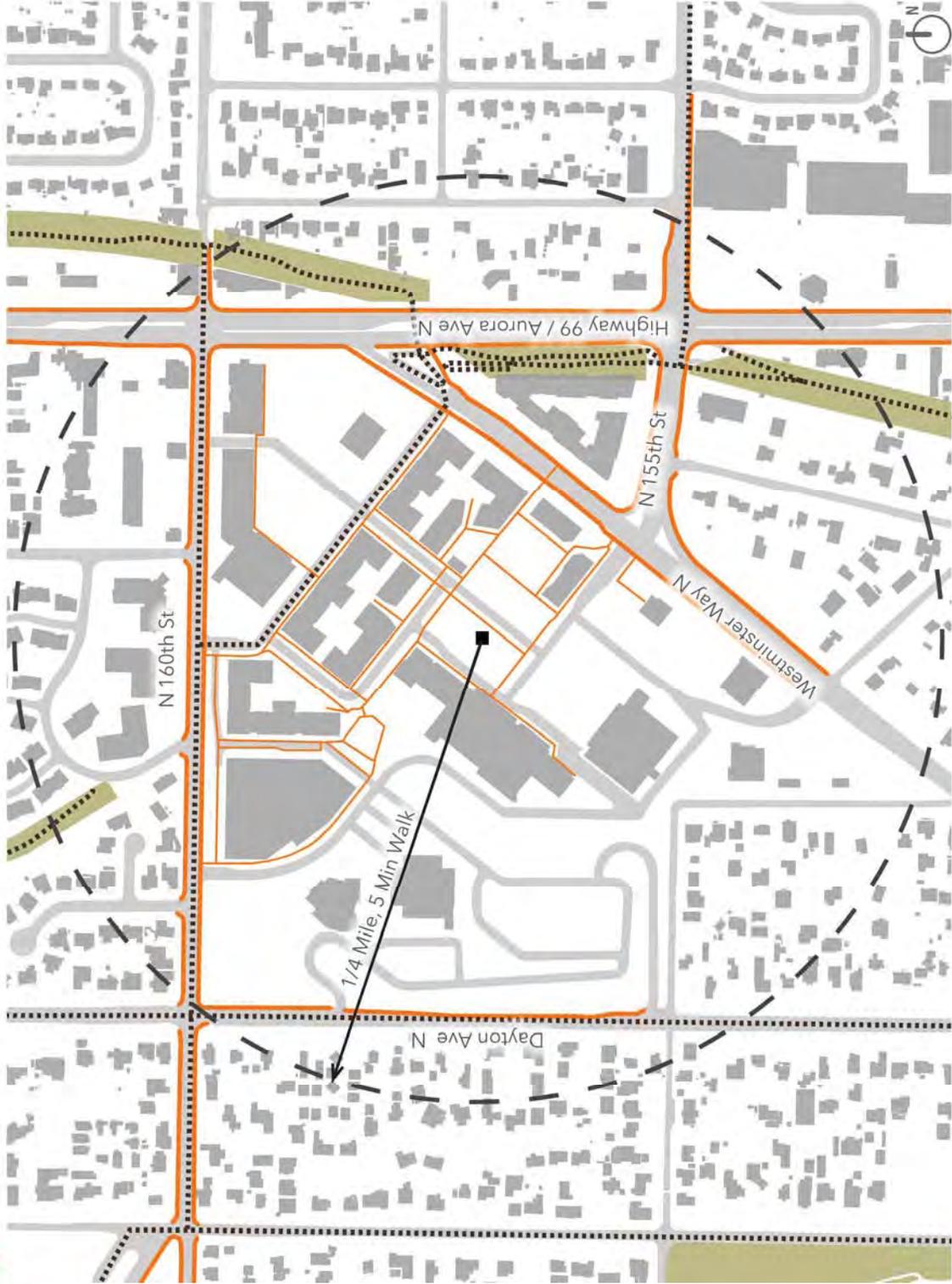
-  Principal Arterial Street
-  Minor Arterial Street
-  Collector Arterial Street
-  Private Streets
-  Fire Access
-  Interurban Trail
-  Bus route
-  Bus stop



8b-94

PEDESTRIAN CIRCULATION

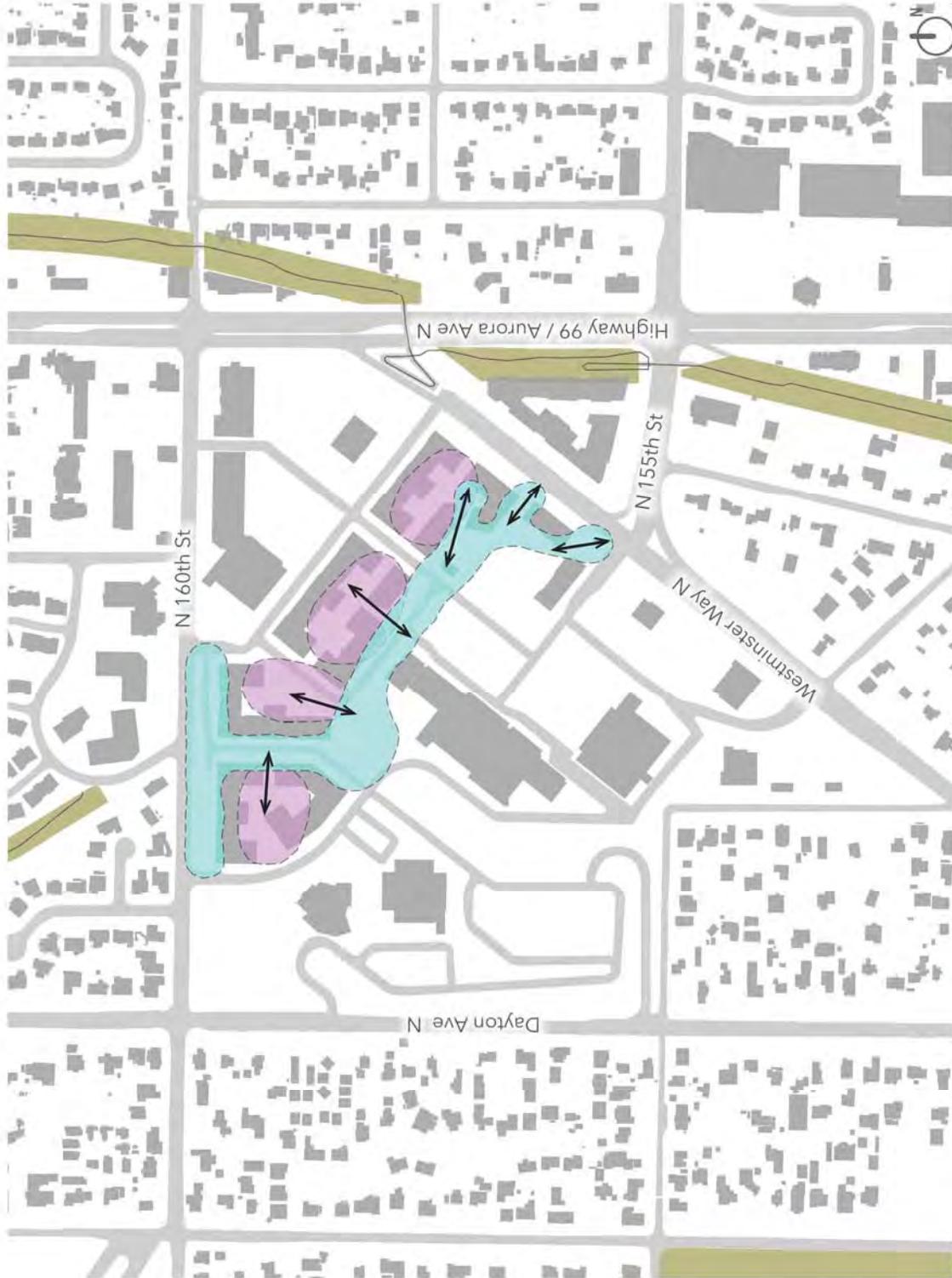
-  Pedestrian movement
-  Designated bike route



8b-95

PUBLIC "LIVING ROOMS"

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



8b-96

Page Intentionally Left Blank

UPPER GROUND LEVEL PLAN

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



8b-98

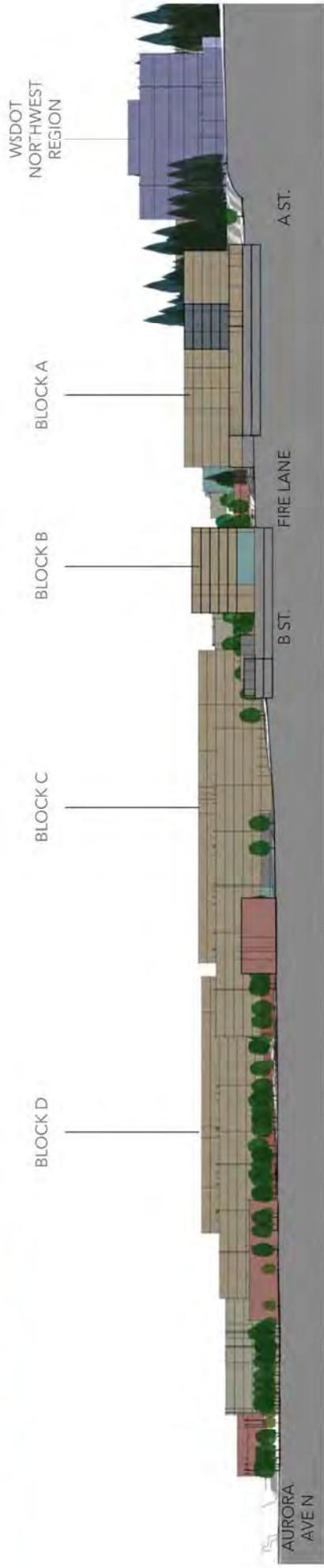
LOWER GROUND LEVEL PLAN

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



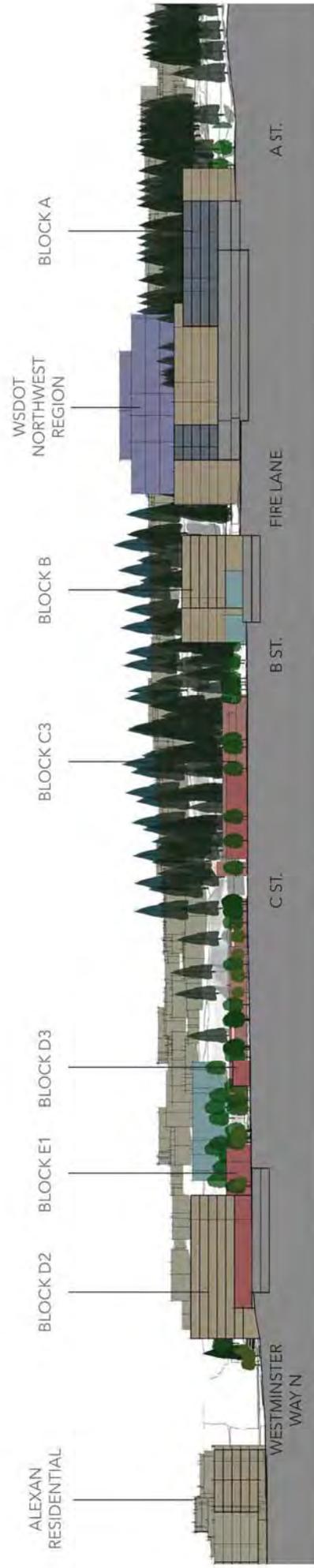
8b-99

OVERALL SITE SECTIONS



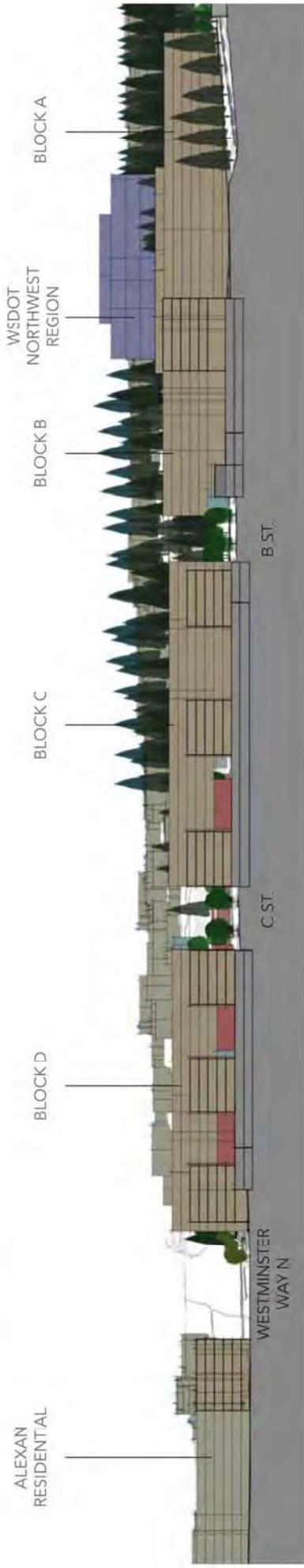
807100

Section AA- East to West



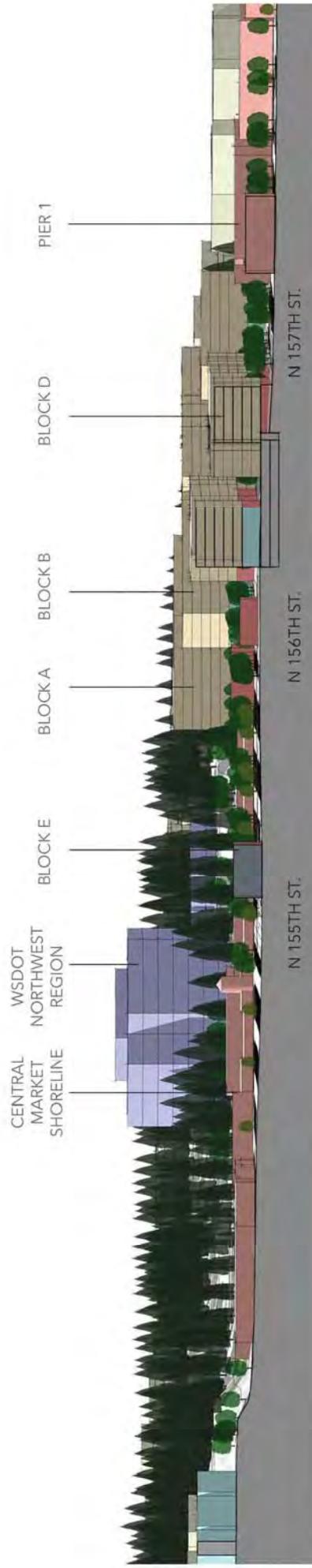
Section BB- Southeast to Northwest

OVERALL SITE SECTIONS



Section CC- Southeast to Northwest

86-101



Section DD- Southwest to Northeast

NEW NEIGHBORHOOD AXONOMETRIC | LOOKING NORTH



8b-102

NEW NEIGHBORHOOD AXONOMETRIC | LOOKING WEST



8b-103

NEW NEIGHBORHOOD AXONOMETRIC | LOOKING EAST

- Retail / Commercial
- Existing Retail / Commercial
- Residential
- Office



7 levels
(5 levels of Residential / 2 levels Parking)

7 levels
(5-7 levels of Residential / 3 levels Parking)

Central Courtyard

8b-104

NEW NEIGHBORHOOD AXONOMETRIC | LOOKING SOUTH



8b-105

Page Intentionally Left Blank



BLOCK A DESIGN

8b-107

BLOCK A | OVERVIEW & PERSPECTIVES

Summary

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

Overview

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

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

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

89-108



Southeast Perspective View



Northwest Perspective View



Site Key

BLOCK A | UPPER GROUND LEVEL PLAN

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



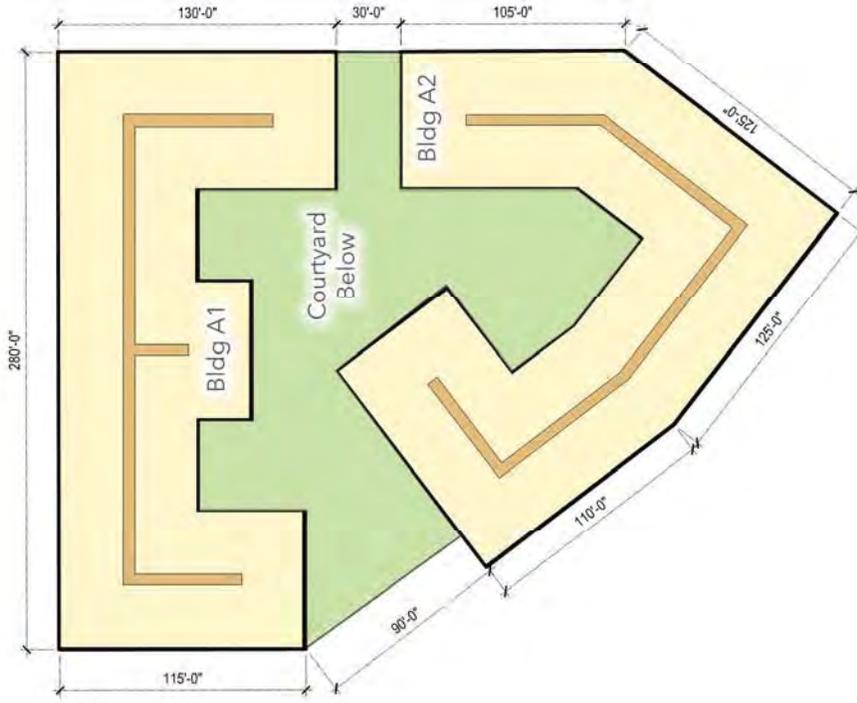
Site Key



8b-109

BLOCK A | TYPICAL UPPER LEVEL PLAN

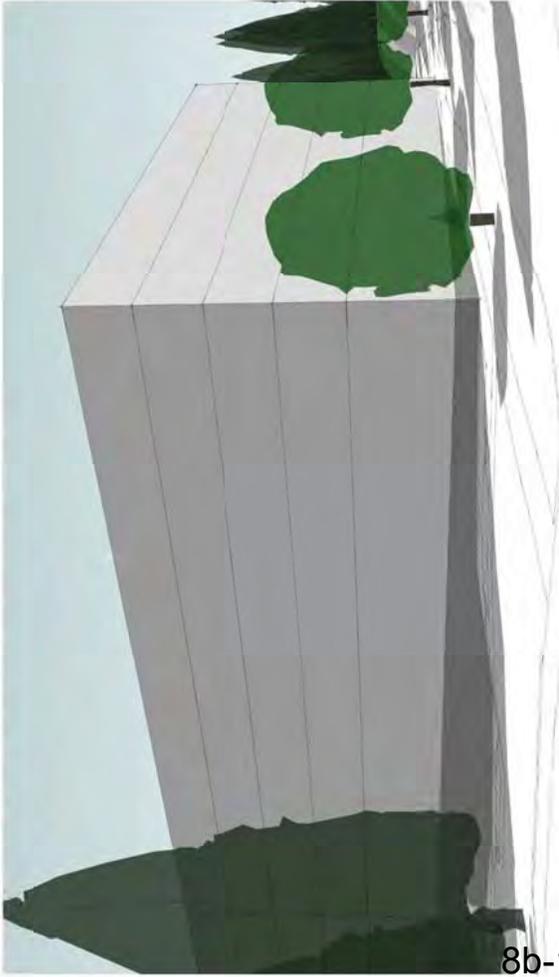
- Residential
- Corridors / Support



Site Key



BLOCK A | MASSING PERSPECTIVES



Ground Level Perspective View Looking Southeast

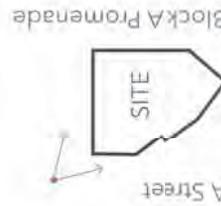


Ground Level Perspective View Looking Northwest

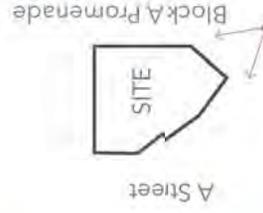
8b-111



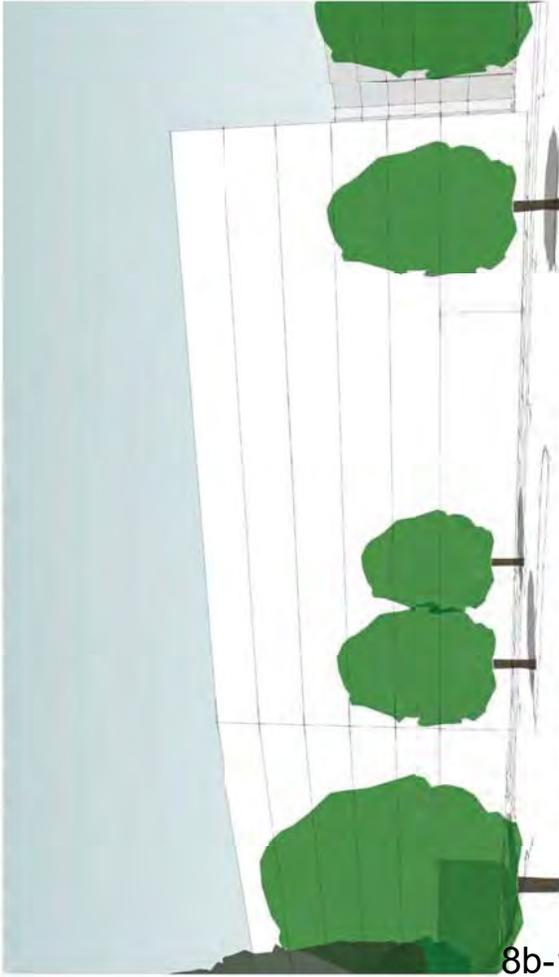
Ground Level Stoops



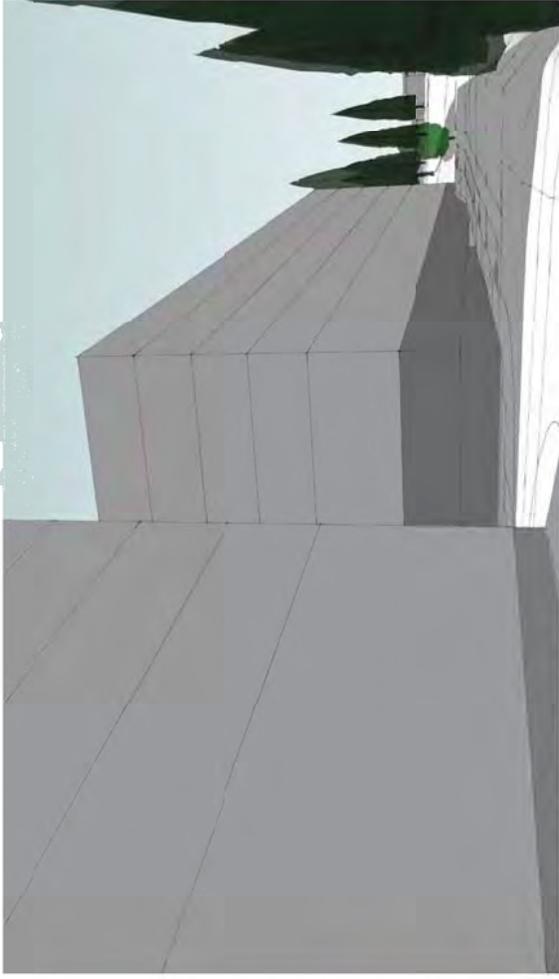
Ground level Interaction



BLOCK A | MASSING PERSPECTIVES



Ground Level Perspective View Looking Northeast

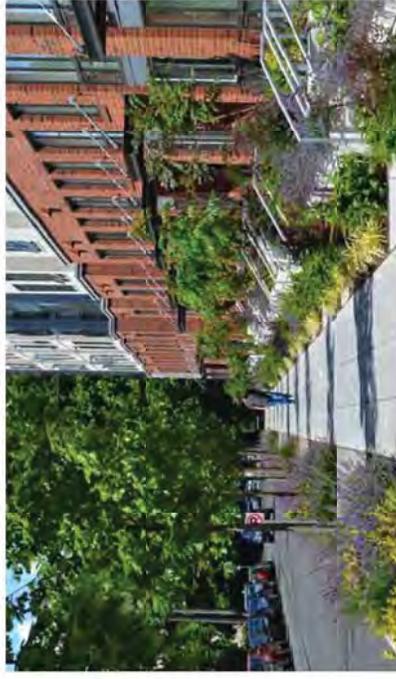
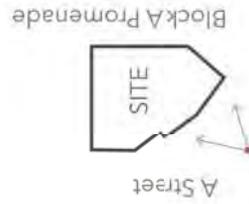


Ground Level Perspective View Looking Southwest

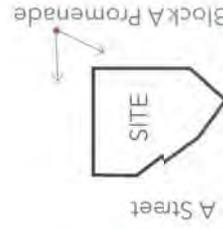
8b-112



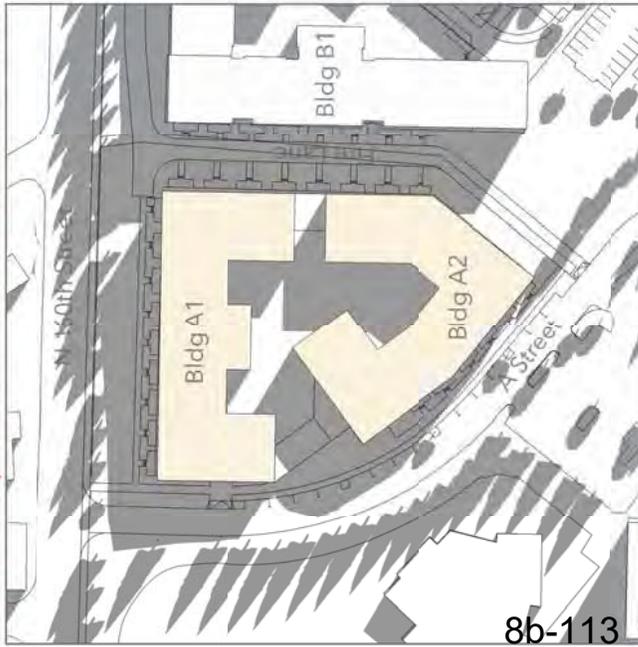
Building Modulation



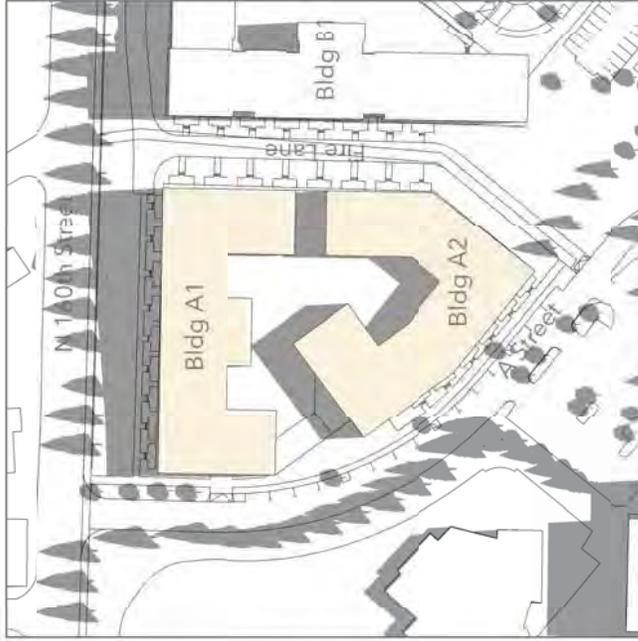
Building activated public realm



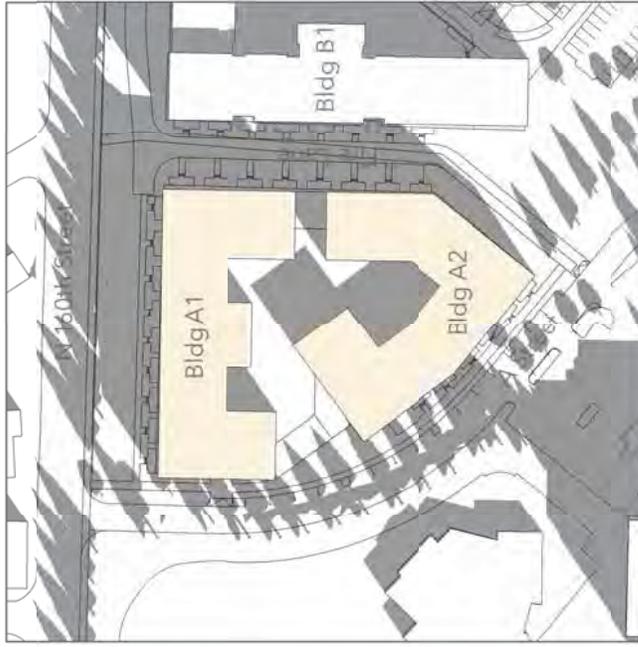
BLOCK A | SUN & SHADOW ANALYSIS



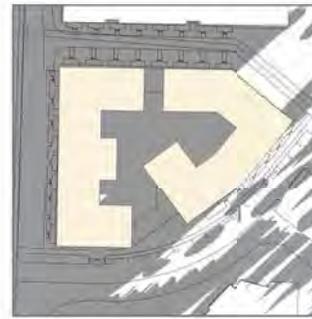
March/September 21st at 09:00 am



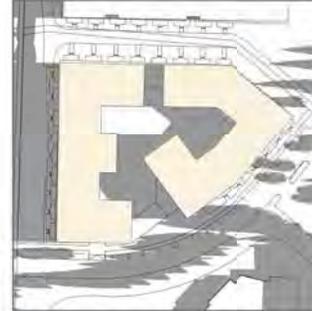
March/September 21st at 12:00 pm



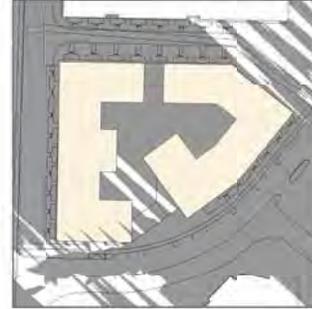
March/September 21st at 03:00 pm



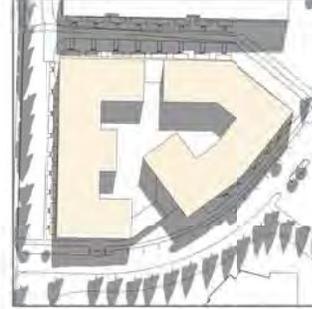
December 21st at 09:00 am



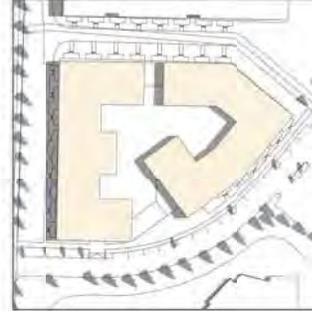
December 21st at 12:00 pm



December 21st at 03:00 pm



June 21st at 09:00 am



June 21st at 12:00 pm



June 21st at 03:00 pm

8b-113

Page Intentionally Left Blank



BLOCK B DESIGN

8b-115

BLOCK B | OVERVIEW & PERSPECTIVES

Summary

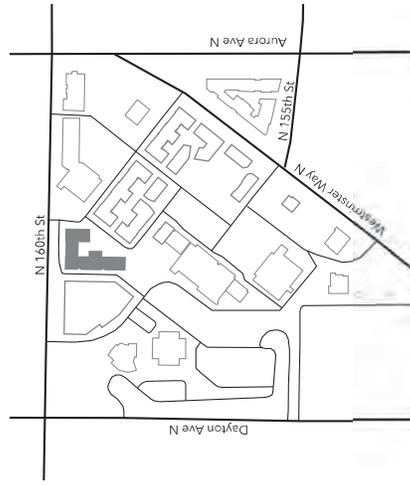
- 5 story of residential building over a 2 story podium
- Approximately 298 units including 12 townhouses
- 360 residential parking stalls plus 8 on-street parking stalls

Overview

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

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

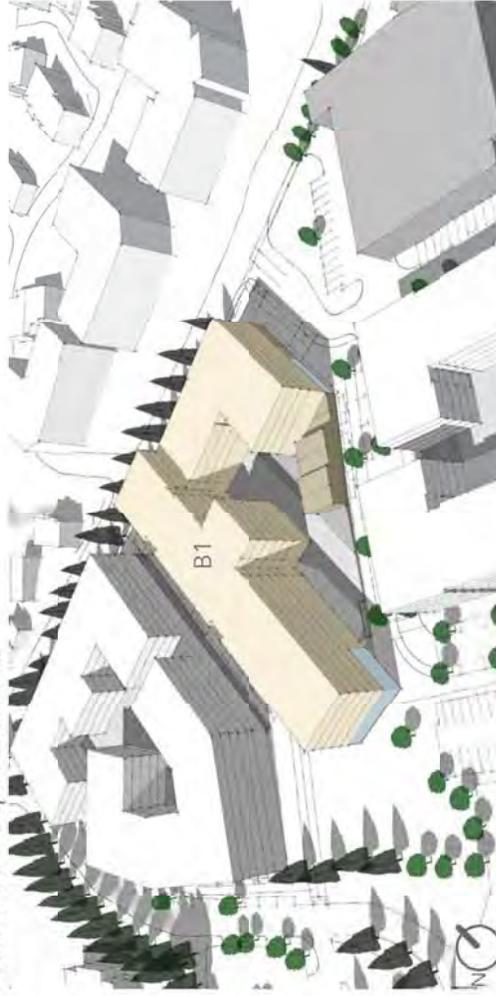
8b-116



Site Key



Southeast Perspective View



Northwest Perspective View

BLOCK B | LOWER GROUND LEVEL PLAN

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

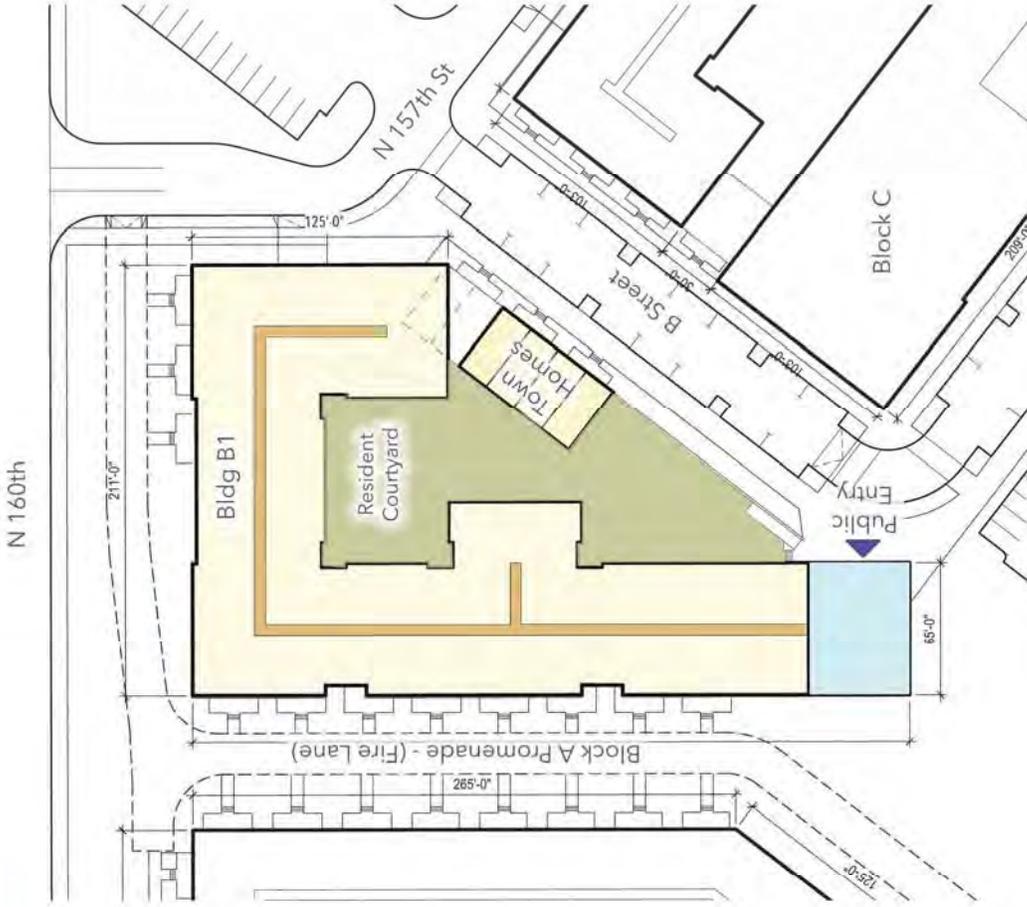


Site Key



BLOCK B | UPPER GROUND LEVEL PLAN

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



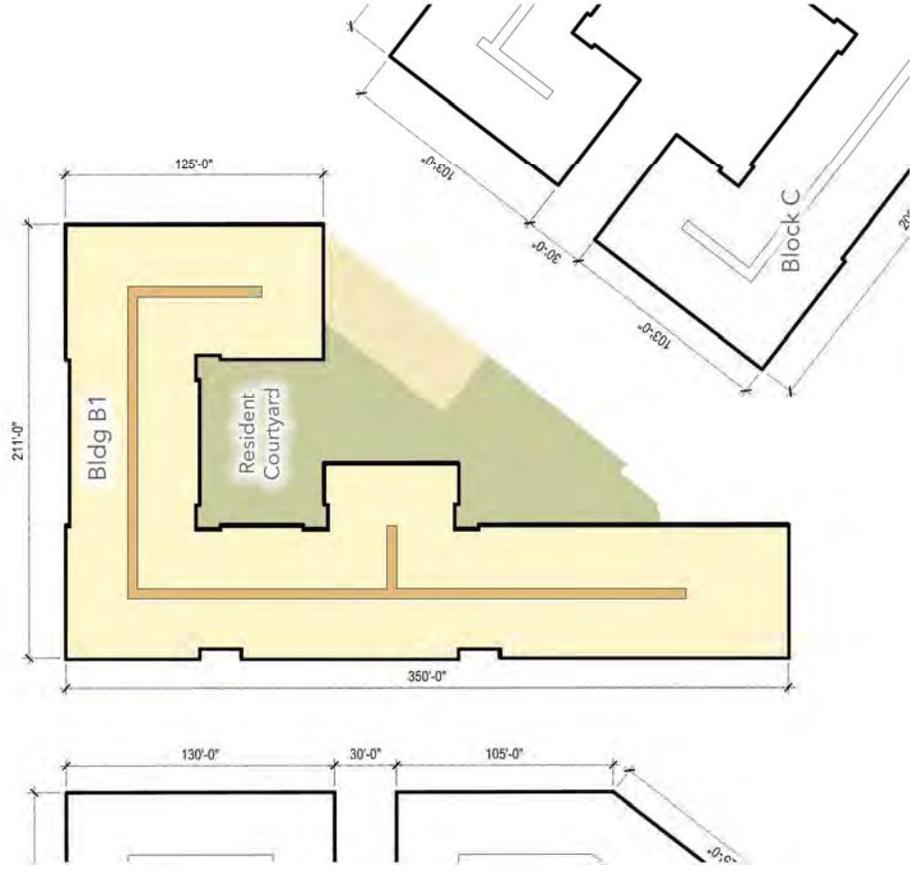
8b-118

Site Key



BLOCK B | TYPICAL UPPER LEVEL PLAN

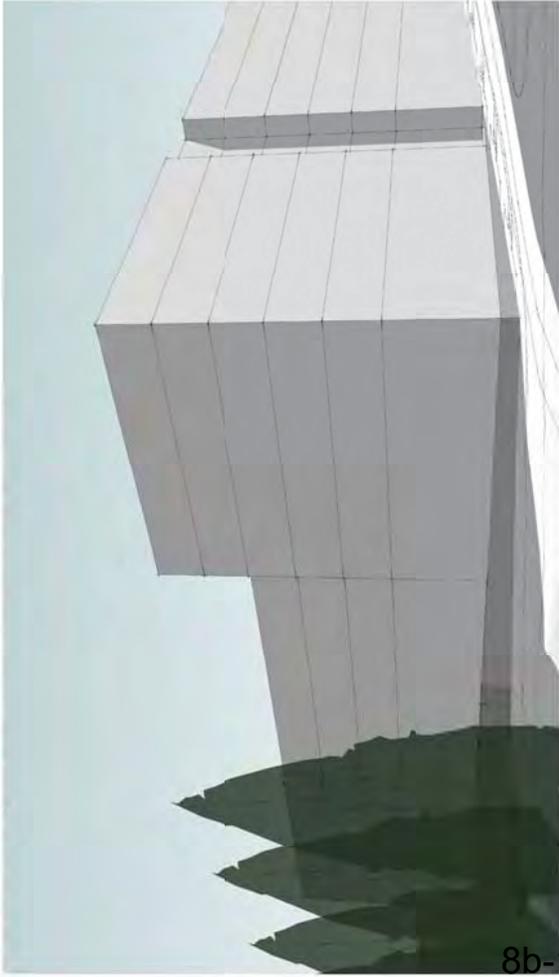
- Residential
- Corridors / Support



8b-119



BLOCK B | MASSING PERSPECTIVES



Ground Level Perspective View Looking Southeast

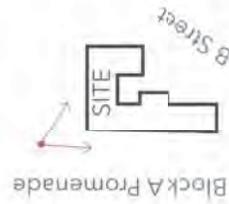


Ground Level Perspective View Looking West

8b-120



Ground Level Stoops



Block A Promenade

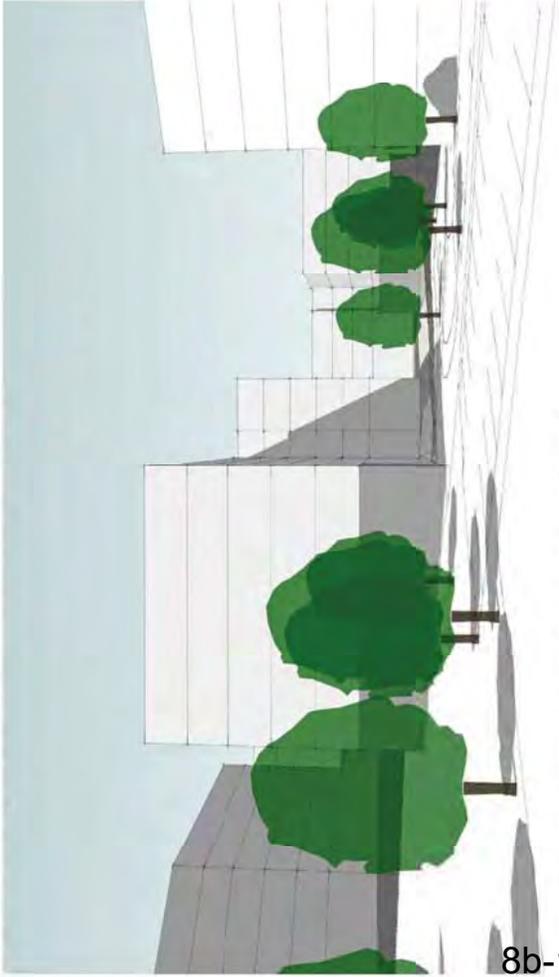


Residential Courtyard



Block A Promenade

BLOCK B | MASSING PERSPECTIVES

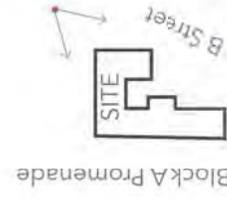
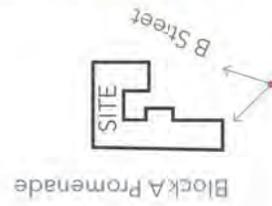


Ground Level Perspective View Looking North



Ground Level Perspective View Looking Southwest

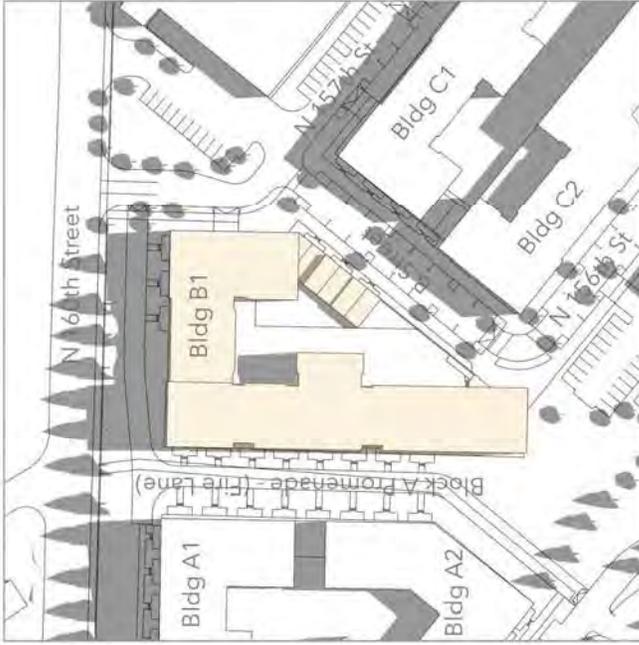
8b-121



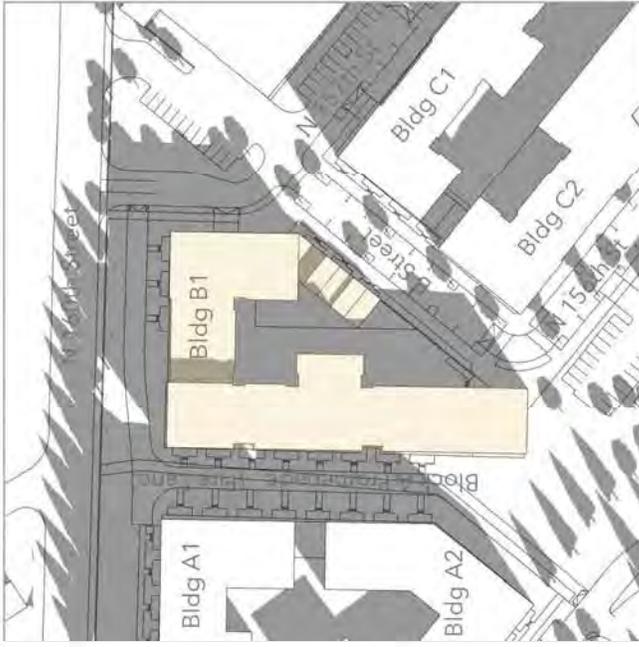
BLOCK B | SUN & SHADOW ANALYSIS



March/September 21st at 09:00 am



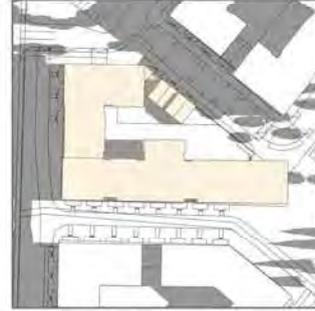
March/September 21st at 12:00 pm



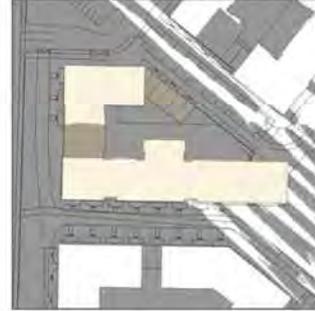
March/September 21st at 03:00 pm



December 21st at 09:00 am



December 21st at 12:00 pm



December 21st at 03:00 pm



June 21st at 09:00 am



June 21st at 12:00 pm



June 21st at 03:00 pm

8b-122

Page Intentionally Left Blank

Page Intentionally Left Blank



BLOCK C DESIGN

8b-125

BLOCK C | OVERVIEW & PERSPECTIVES

Summary

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

Overview

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

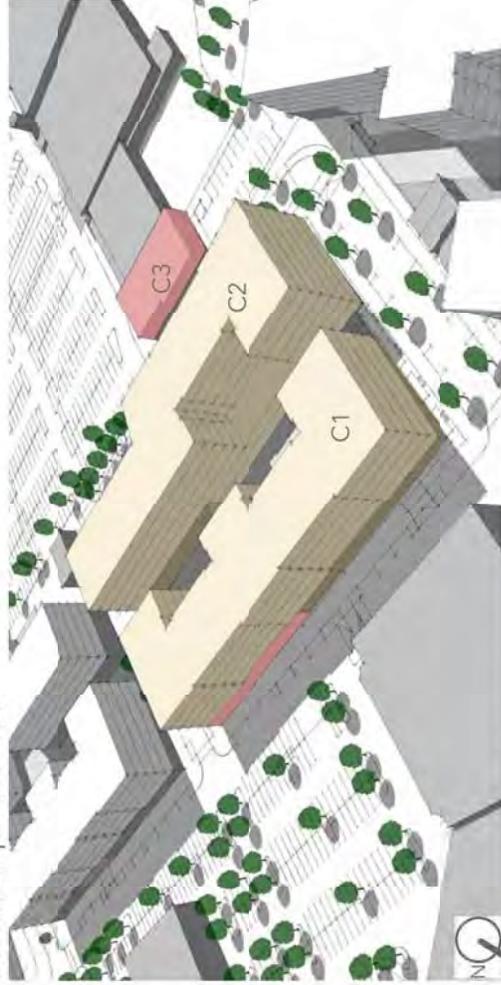
Residents and guests access the buildings through a shared residential courtyard from B Street & C Street, and from N 156th, a curb-less retail street to the south. N 156th street also provides residents and guests with immediate access to the center's amenities and services, as well as bicycle and transit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

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

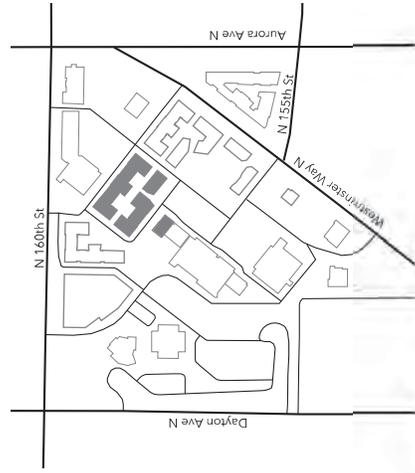
80-126



North Perspective View



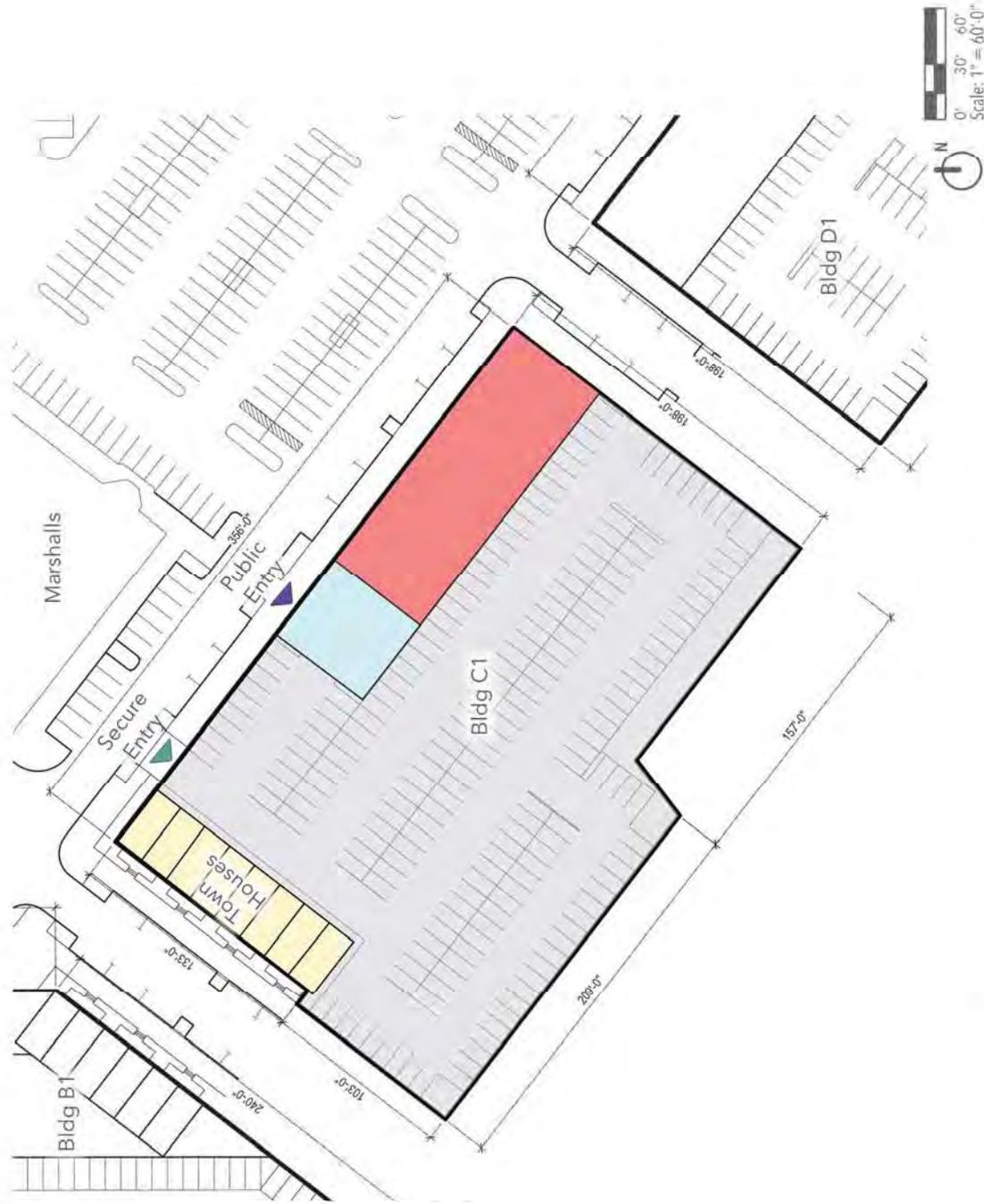
South Perspective View



Site Key

BLOCK C | LOWER GROUND LEVEL PLAN

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

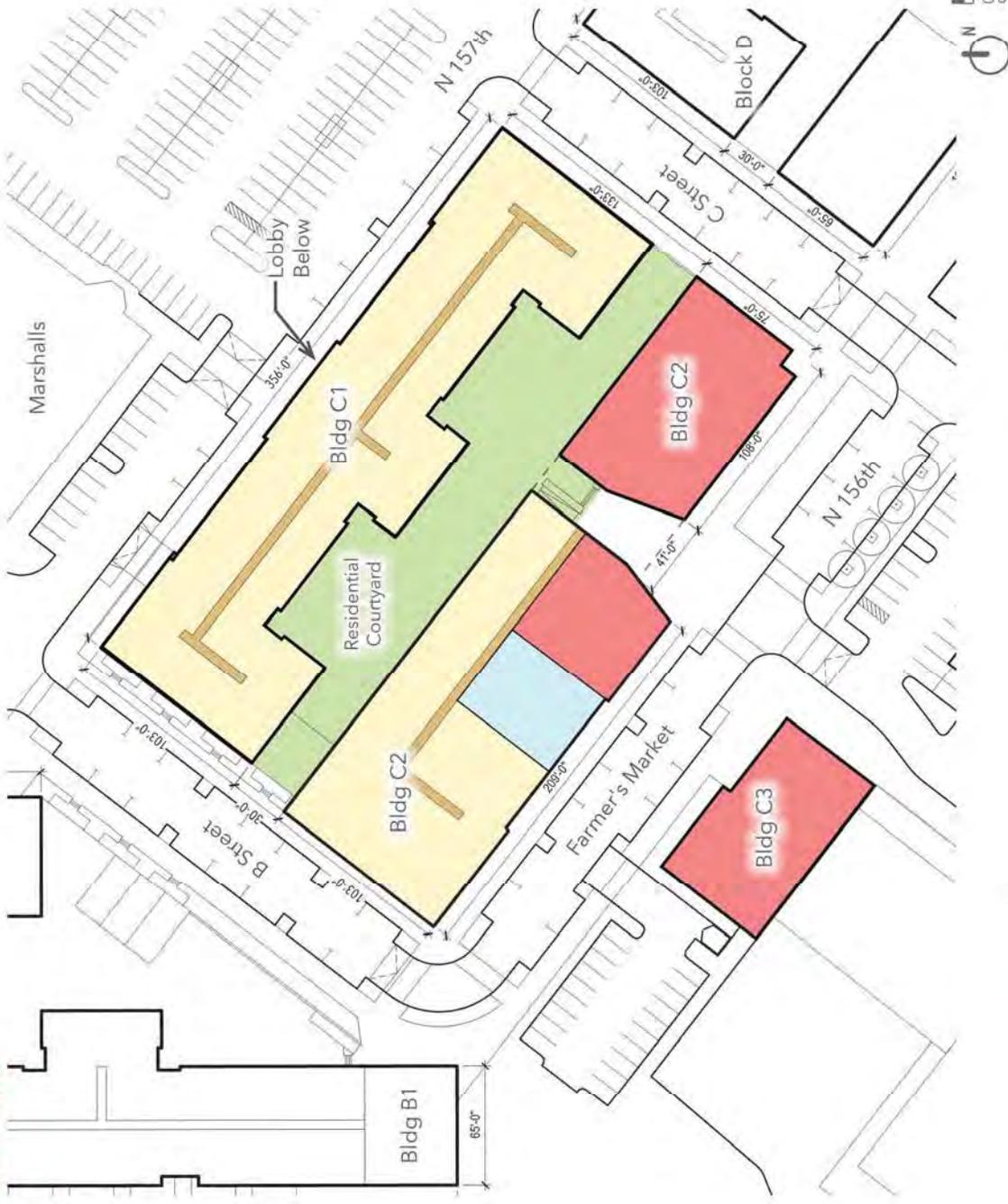


Site Key

8b-127

BLOCK C | UPPER GROUND LEVEL PLAN

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

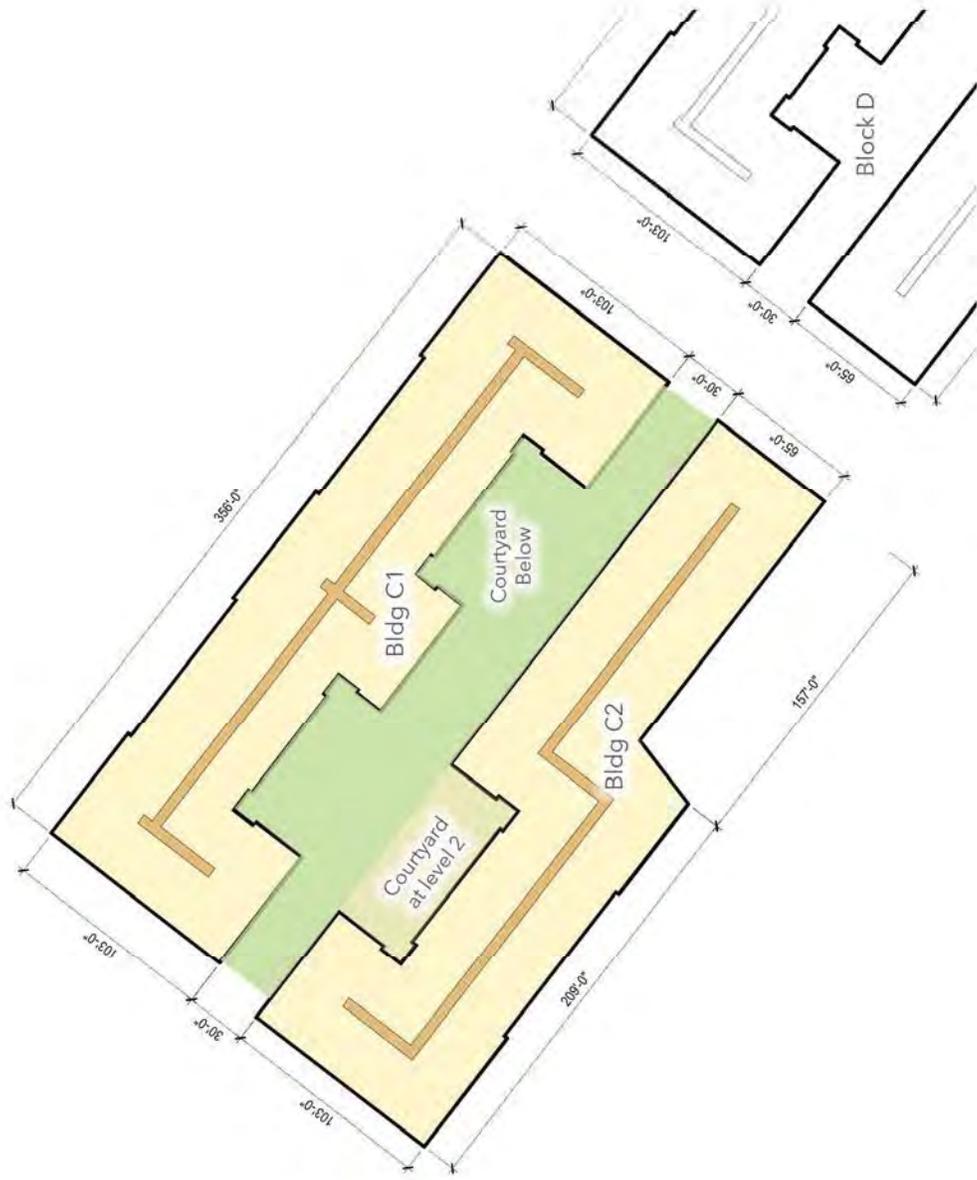


8b-128

Site Key

BLOCK C | TYPICAL UPPER LEVEL PLAN

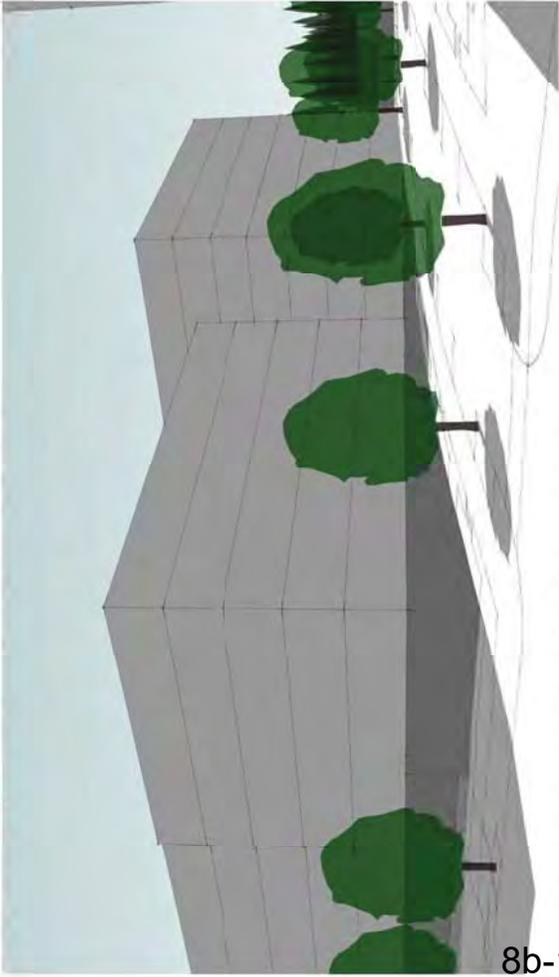
- Residential
- Corridors / Support



8b-129

Site Key

BLOCK C | MASSING PERSPECTIVES

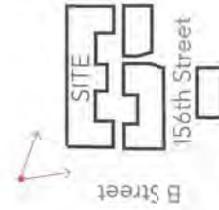
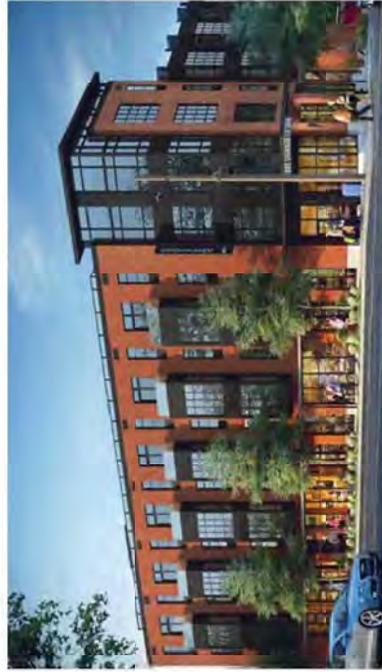


Ground Level Perspective View Looking South



Ground Level Perspective View Looking Southwest

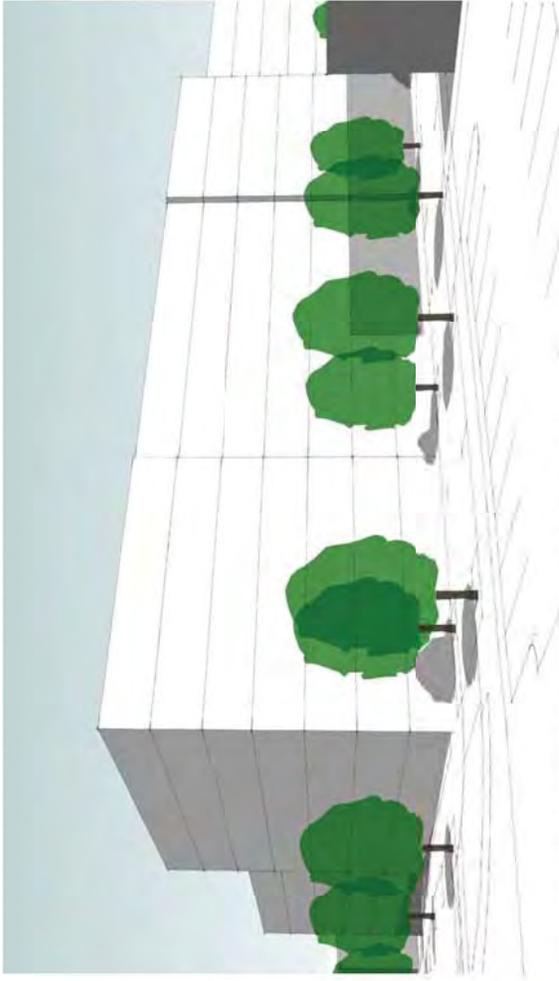
8b-130



BLOCK C | MASSING PERSPECTIVES

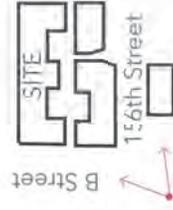


Ground Level Perspective View Looking North

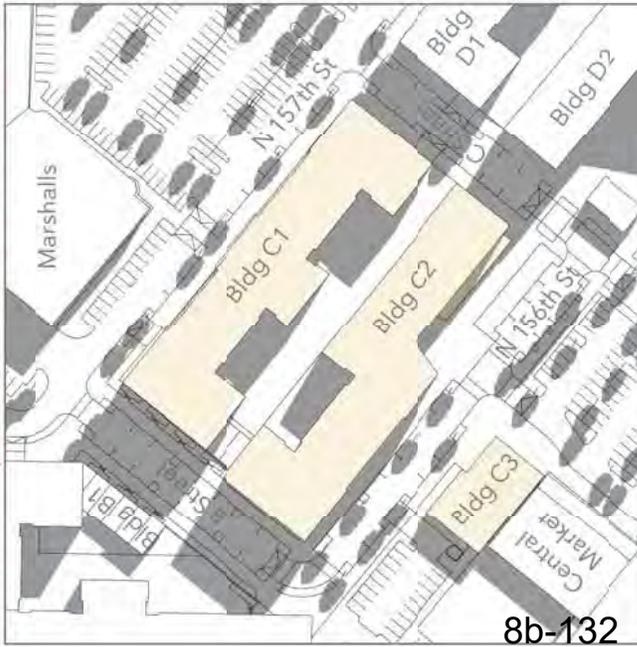


Ground Level Perspective View Looking East

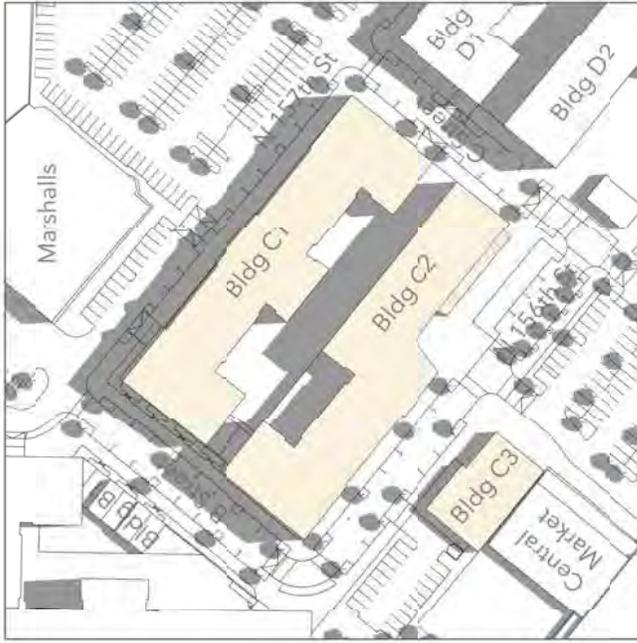
8b-131



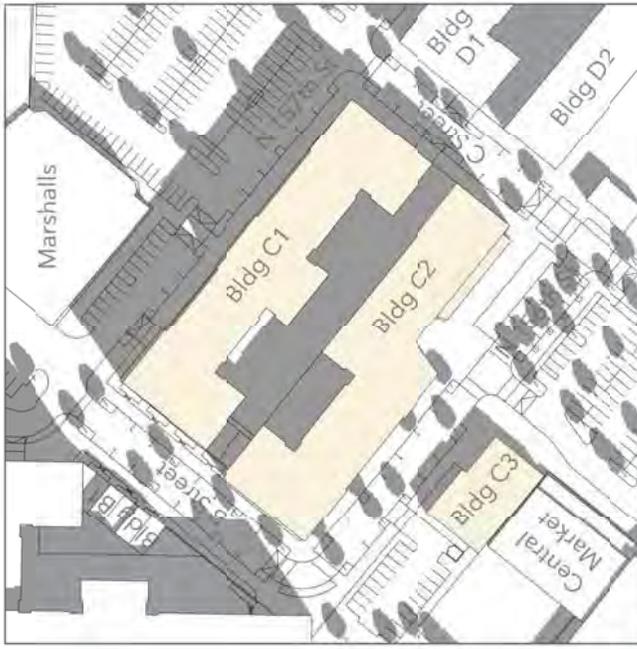
BLOCK C | SUN & SHADOW ANALYSIS



March/September 21st at 09:00 am



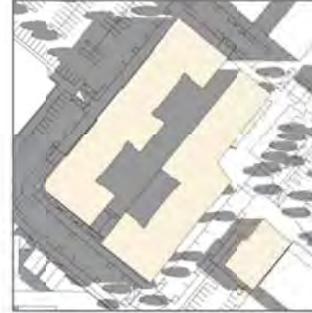
March/September 21st at 12:00 pm



March/September 21st at 03:00 pm



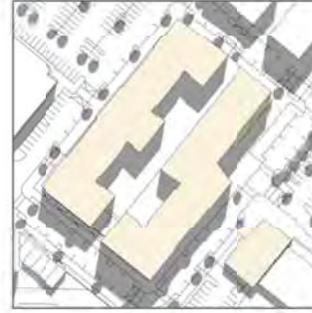
December 21st at 09:00 am



December 21st at 12:00 pm



December 21st at 03:00 pm



June 21st at 09:00 am



June 21st at 12:00 pm



June 21st at 03:00 pm

8b-132

Page Intentionally Left Blank

Page Intentionally Left Blank



BLOCK D DESIGN

8b-135

BLOCK D | OVERVIEW & PERSPECTIVES

Summary

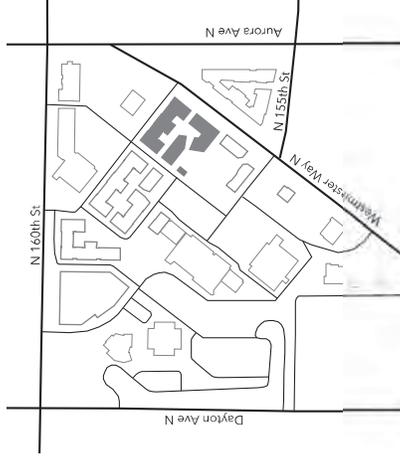
- Building D1 - 5 story mixed use building over a 2 story podium
- Building D2 - 5 story mixed use building over a 2 story podium
- Building D3 - 1 story retail Kiosk building
- Approximately 27,110 total GSF retail
- Approximately 347 units including 6 townhouses
- 423 subterranean parking stalls; 29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

Overview

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

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

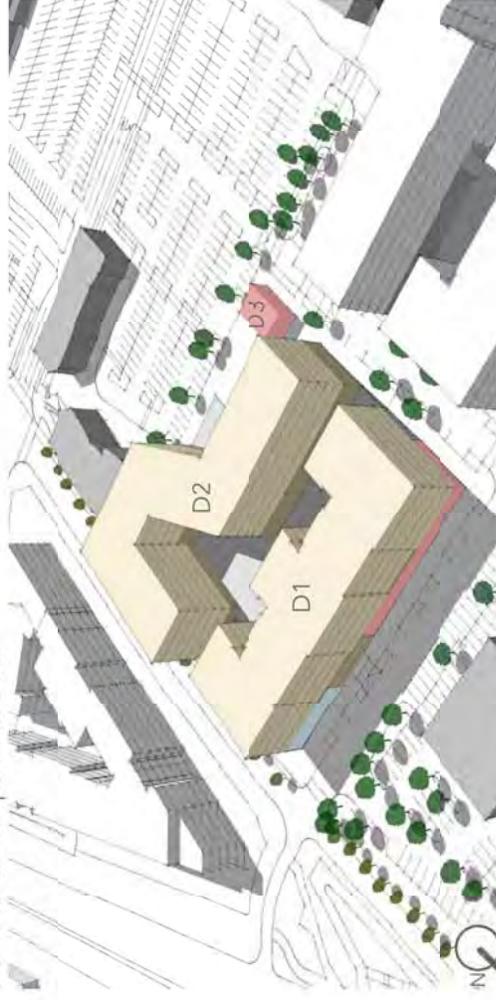
Building D3 is a single story retail Kiosk building located adjacent to the common area between Building D2 and the Block E parking. Customers will access the Kiosk store from the common area, the adjacent parking area, and the pedestrian path that connects to the two retail buildings to the south -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



Site Key

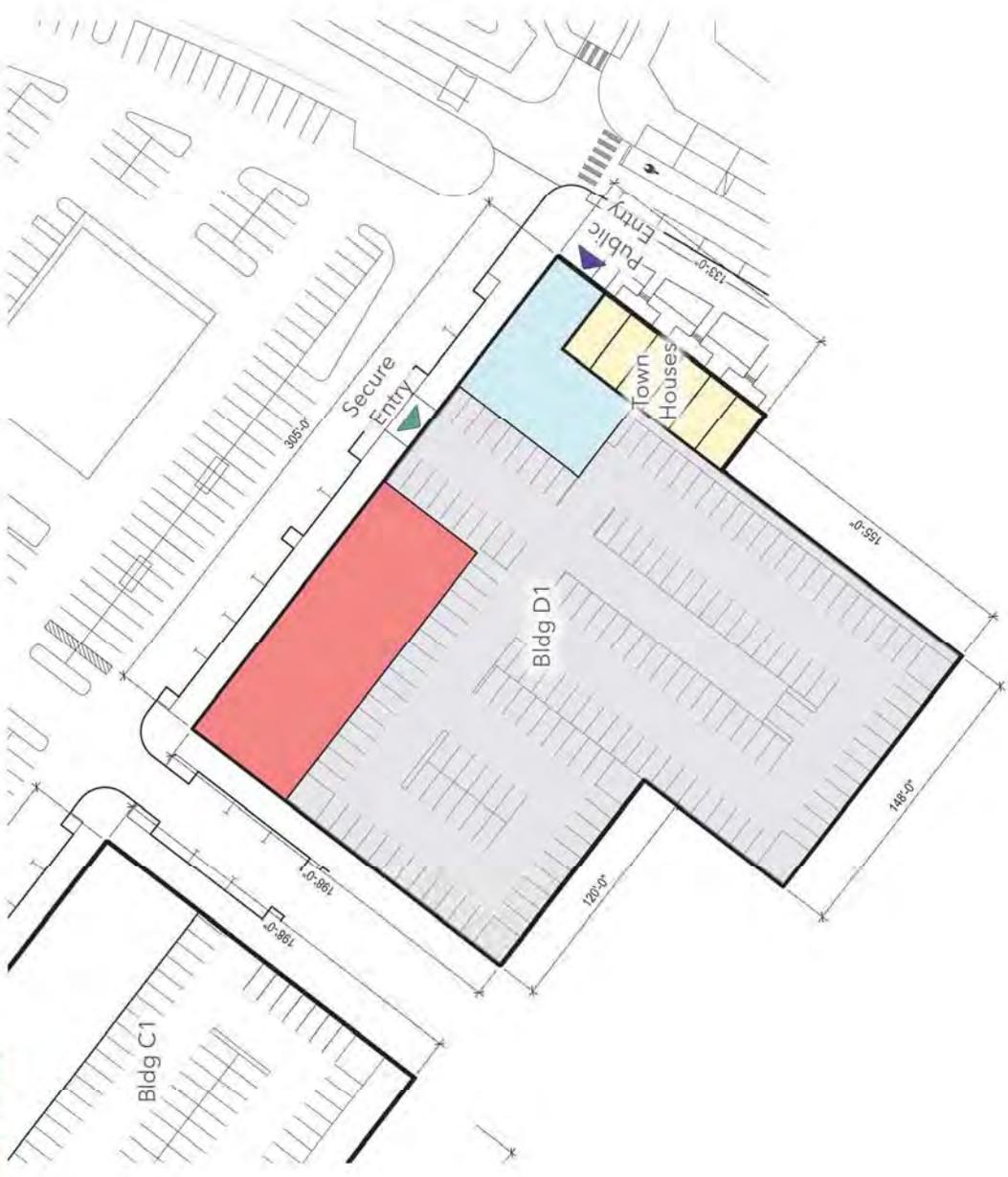


Northwest Perspective View



Southeast Perspective View

BLOCK D | LOWER GROUND LEVEL PLAN



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

8b-137



Site Key



BLOCK D | UPPER GROUND LEVEL PLAN

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



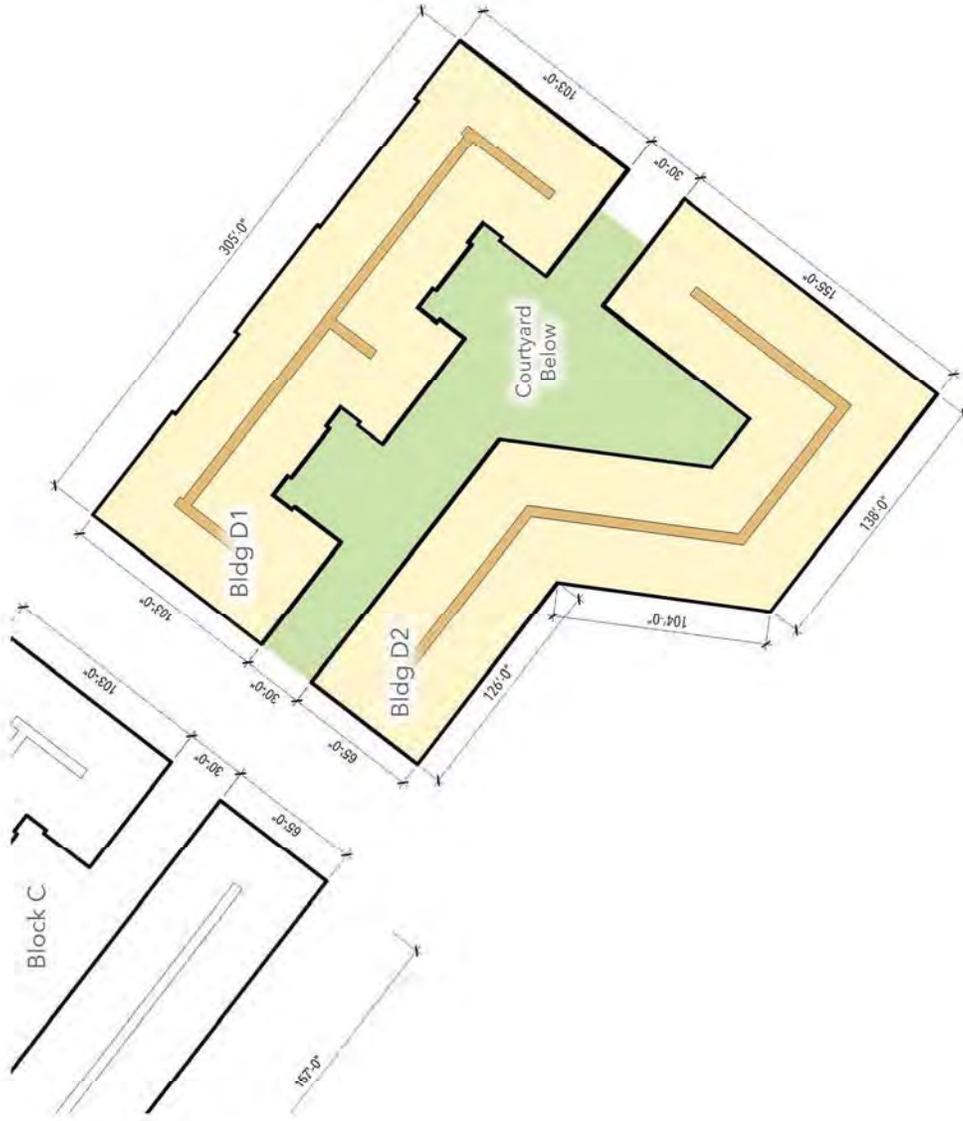
8b-138

Site Key



BLOCK D | TYPICAL UPPER LEVEL PLAN

- Residential
- Corridors / Support



Site Key

8b-139



BLOCK D | MASSING PERSPECTIVES

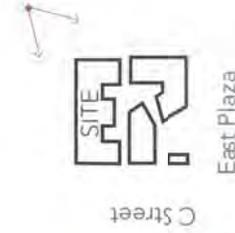
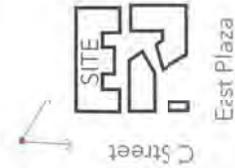


Ground Level Perspective View Looking South

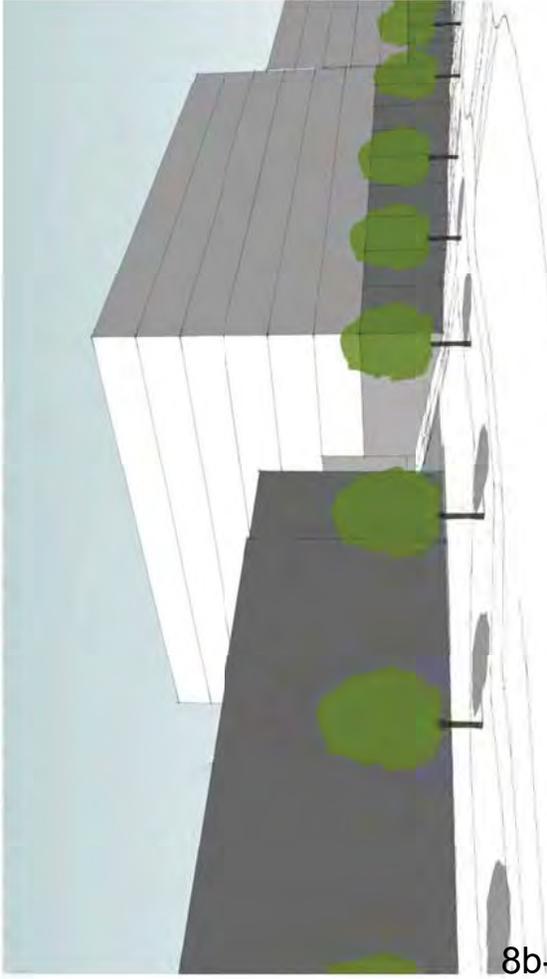


Ground Level Perspective View Looking Southwest

8b-140



BLOCK D | MASSING PERSPECTIVES

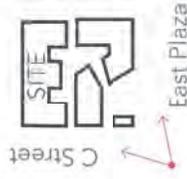


Ground Level Perspective View Looking Northwest

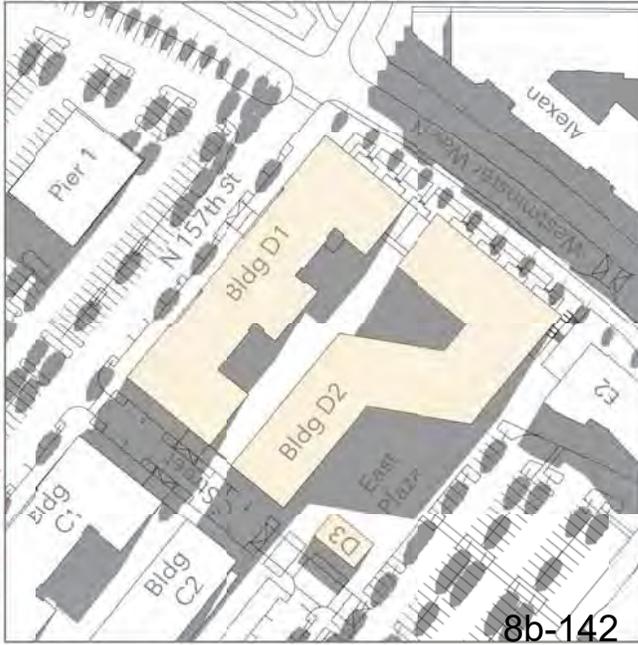


Ground Level Perspective View Looking Northeast

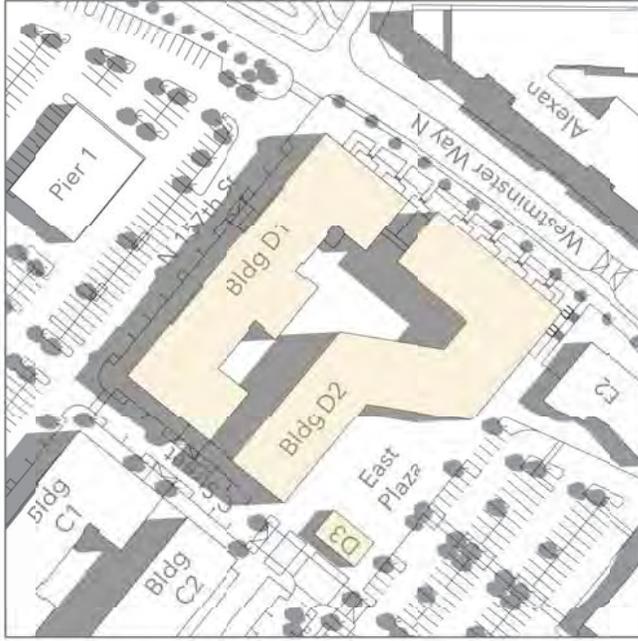
8b-141



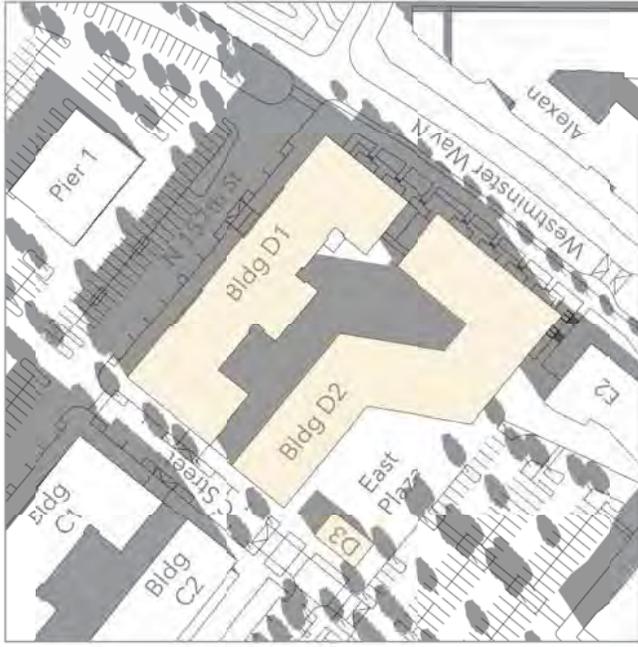
BLOCK D | SUN & SHADOW ANALYSIS



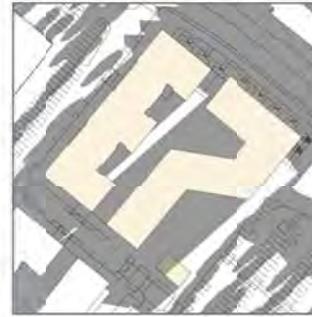
March/September 21st at 09:00 am



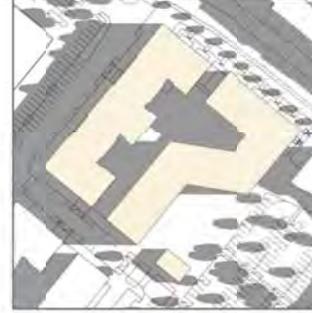
March/September 21st at 12:00 pm



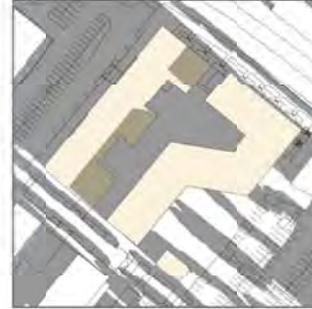
March/September 21st at 03:00 pm



December 21st at 09:00 am



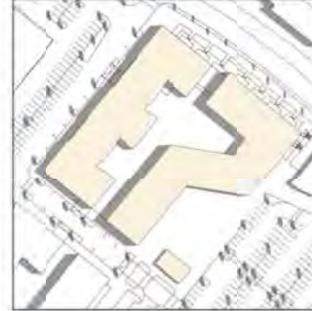
December 21st at 12:00 pm



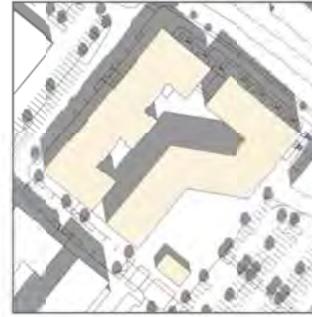
December 21st at 03:00 pm



June 21st at 09:00 am



June 21st at 12:00 pm



June 21st at 03:00 pm

Page Intentionally Left Blank

Page Intentionally Left Blank



BLOCK E DESIGN

8b-145

BLOCK E | OVERVIEW & PERSPECTIVES

Summary

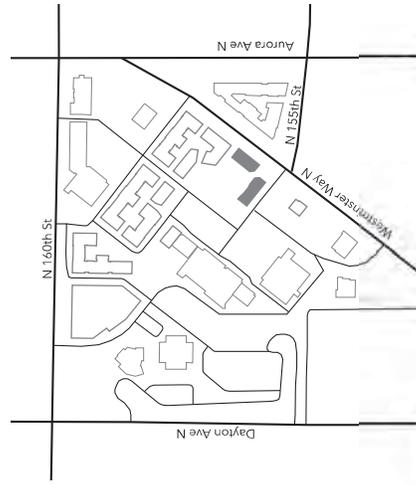
- Building E1 - 1 story retail building
- Building E2 - 1 story retail building
- Approximately 16,330 total GSF retail
- 154 surface parking stalls

Overview

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

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

8b-146



Site Key



Northwest Perspective View



Southeast Perspective View

BLOCK E | UPPER GROUND LEVEL PLAN

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



Site Key

8b-147

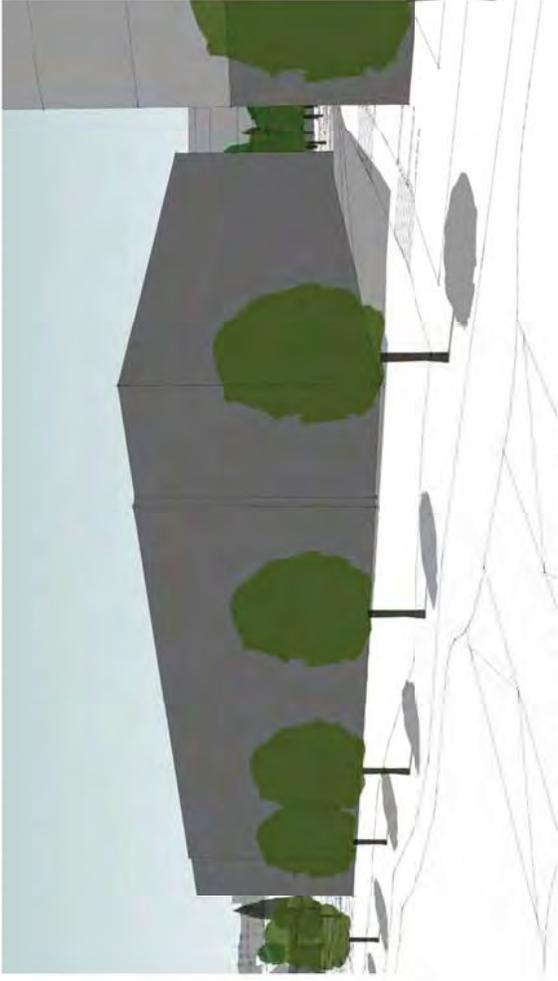


Block D

BLOCK E | MASSING PERSPECTIVES

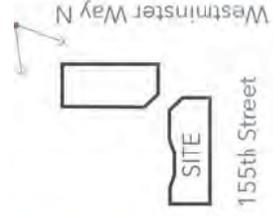


Ground Level Perspective View Looking East

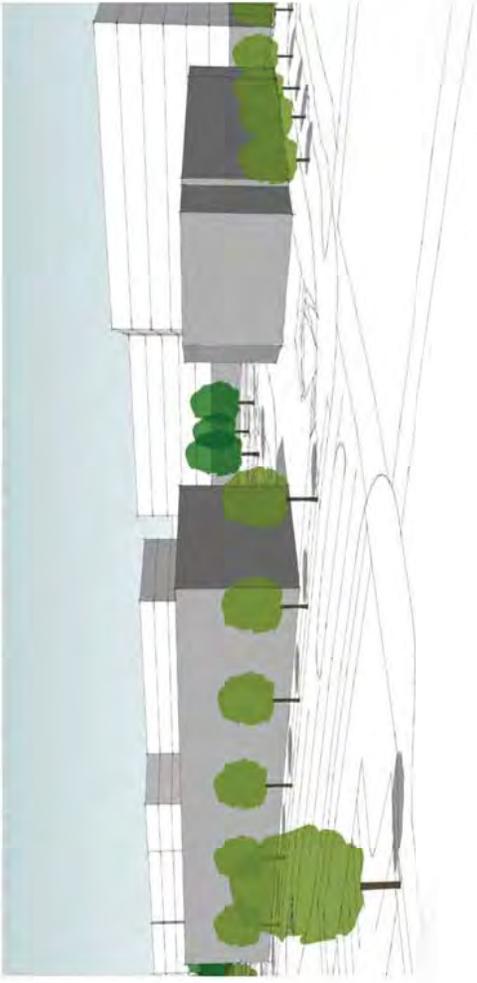


Ground Level Perspective View Looking West

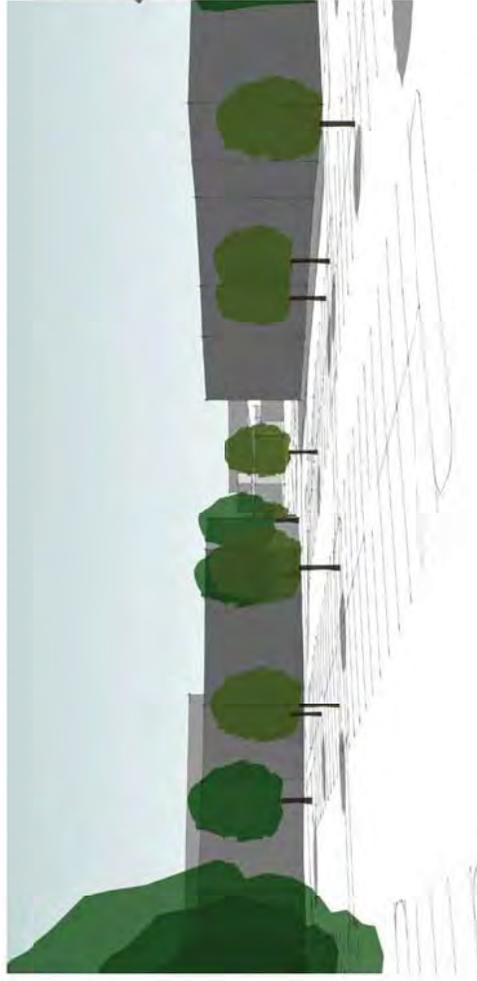
8b-148



BLOCK E | MASSING PERSPECTIVES

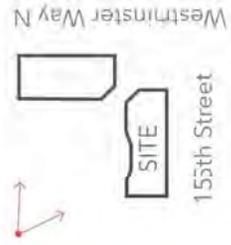
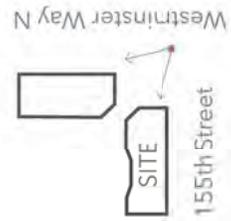


Ground Level Perspective View Looking North



Ground Level Perspective View Looking Southeast

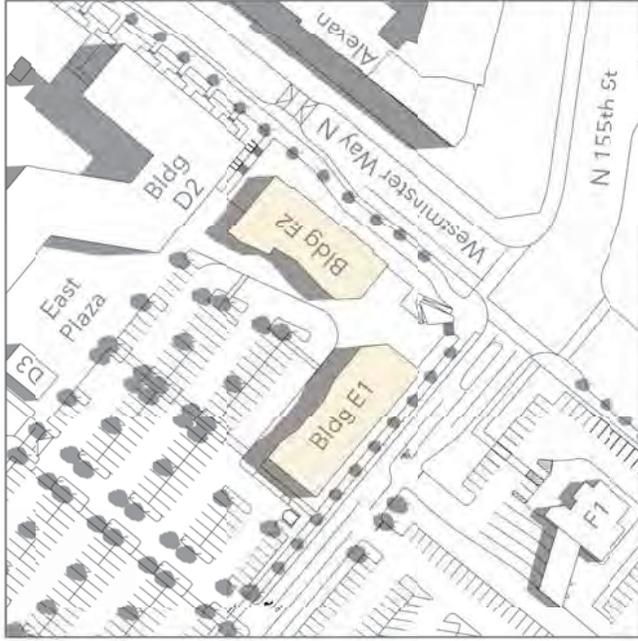
8b-149



BLOCK D | SUN & SHADOW ANALYSIS



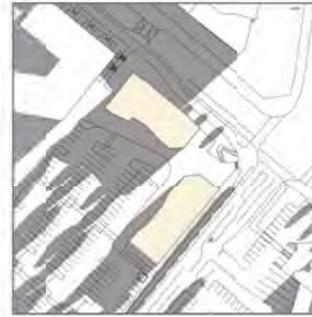
March/September 21st at 09:00 am



March/September 21st at 12:00 pm



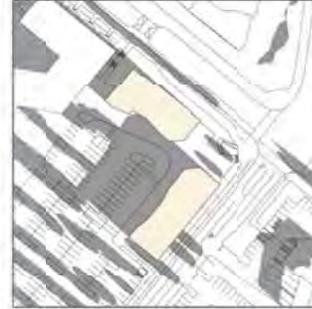
March/September 21st at 03:00 pm



December 21st at 09:00 am



December 21st at 12:00 pm



December 21st at 03:00 pm



June 21st at 09:00 am



June 21st at 12:00 pm



June 21st at 03:00 pm

8b-150

Page Intentionally Left Blank

Page Intentionally Left Blank



LANDSCAPE ARCHITECTURE DESIGN

8b-153

ILLUSTRATIVE SITE PLAN

LEGEND

-  Lobby
-  Garage
-  Multi-tenant Pylon Sign
-  Multi-tenant Monument Sign
-  Pedestrian Way-finding Sign



8b-154



WESTMINSTER WAY | ENLARGED PLAN

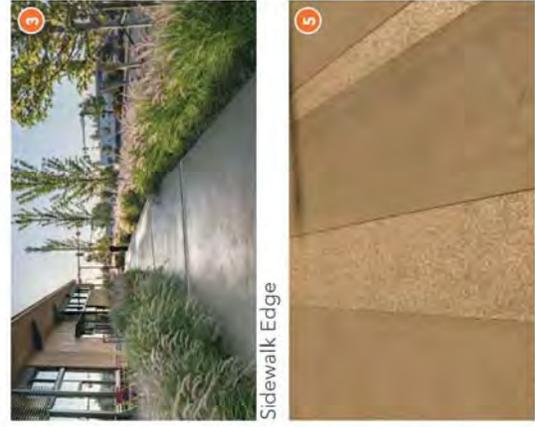
Gateway

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

- Terraces flanking the entry stair/ramp and widened sidewalk serve as a way-finding element into the project. Architectural elements could be used to further define this prominent corner.
- Interior park/publicly accessible space is visible from the property edges.
- Street and right-of-way improvements include road connections through the site, urban pathways, bulb-outs for traffic calming, etc.
- New planting improvements will be consistent with project sustainability goals and new development plans.
- New street trees will be planted along the improved roadway for shade, way-finding, and to create a pedestrian-friendly corridor.

Street and pedestrian scale lights will be integrated along the street edge to create a safe environment and keep the space active into the evening hours.

- Porous edge facilitates interaction between the street and site. Buildings and residential stoops are wrapped in green while preserving clear access and sight lines to the interior of the complex. A shared bike and pedestrian path provides circulation.



Varied Paving

Stairways

Retail Terraces

PEDESTRIAN PLAZAS | ENLARGED PLAN East Plaza and West Plaza

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

- The plazas provide respite and recreation for project residents and retail shoppers. They offer space for gatherings and events, such as farmers' markets, musical performances, and art festivals.
- Broad sidewalks are spacious enough to accommodate multiple streams of visitors, residents, and shoppers. They provide clear access to commercial fronts while being buffered from vehicle access areas by fixed and planted elements.
- Lawn spaces and a gentle water feature are provided for gathering and restoration. They also create a clear separation between vehicular and pedestrian-only areas. Turf areas provide for ease of maintenance and receptiveness to regular active use by pedestrians and residents, such as for sun bathing, dog play, children's play, and urban picnicking.

- Treated pavement through this area indicates a slow, pedestrian-friendly zone. Frequent placement of crosswalks and a curved road alignment reinforces the traffic-calming message.
- Trees provide shade relief, define spaces, enhance the architecture, reduce heat island effects, and provide visual interest.

8b-156



Bench with Lighting



West: Shared Street



Site Key

PEDESTRIAN PLAZAS | CHARACTER IMAGES



8b-157



Integrated Seating



East: Kiosk Retail



Metal Planters



East: Movable Furniture



East: Flexible Plaza Space



Lawn



Plaza Walkways

PEDESTRIAN PLAZAS | STREET SECTIONS

Section 1 - West Plaza - Looking East



8b-158

Section 2 - East Plaza - Looking East



COMMUNITY OPEN SPACE & DOG RUN | ENLARGED PLAN Architecture + Recreation

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

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



Enlarged Plan



Site Key



Park / Play Space



Integrated Seating



Parking Court



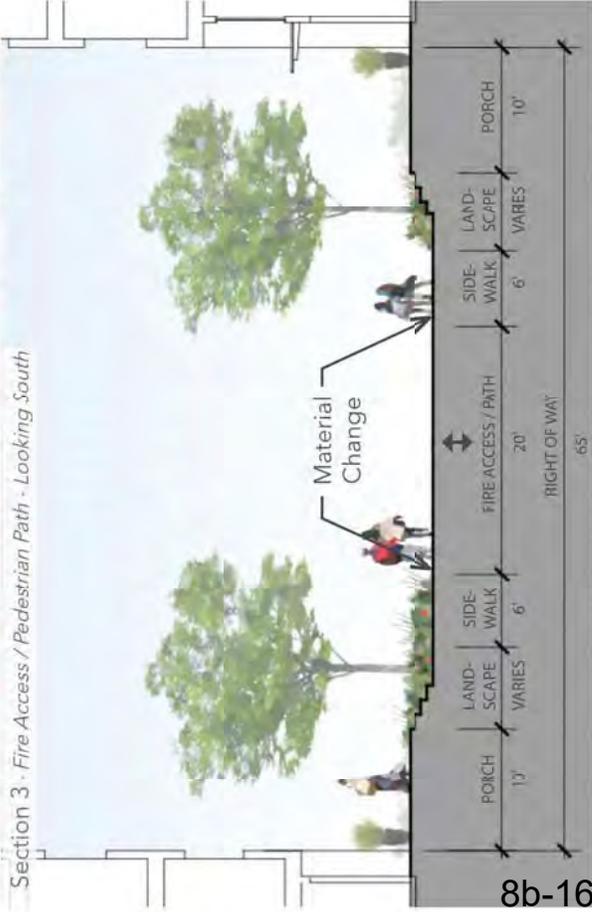
Dog Run



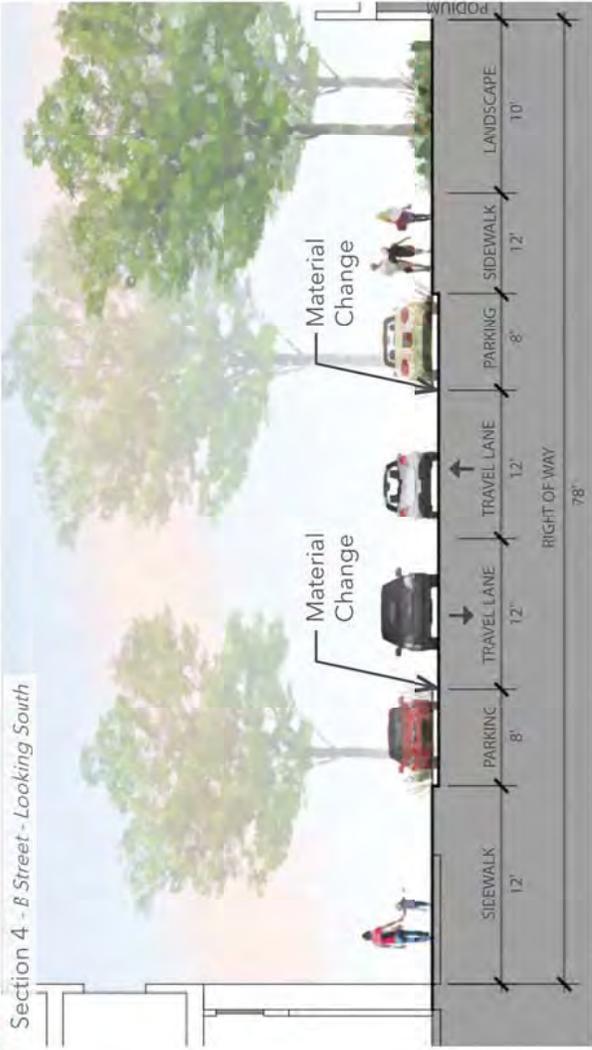
Pedestrian Scale Streets

BLOCK A PROMENADE & TYPICAL PEDESTRIAN STREETS | STREET SECTIONS

Section 3 - Fire Access / Pedestrian Path - Looking South



Section 4 - B Street - Looking South



8b-160



Shared Street



Residential Shared Street



Pedestrian Spaces

Page Intentionally Left Blank

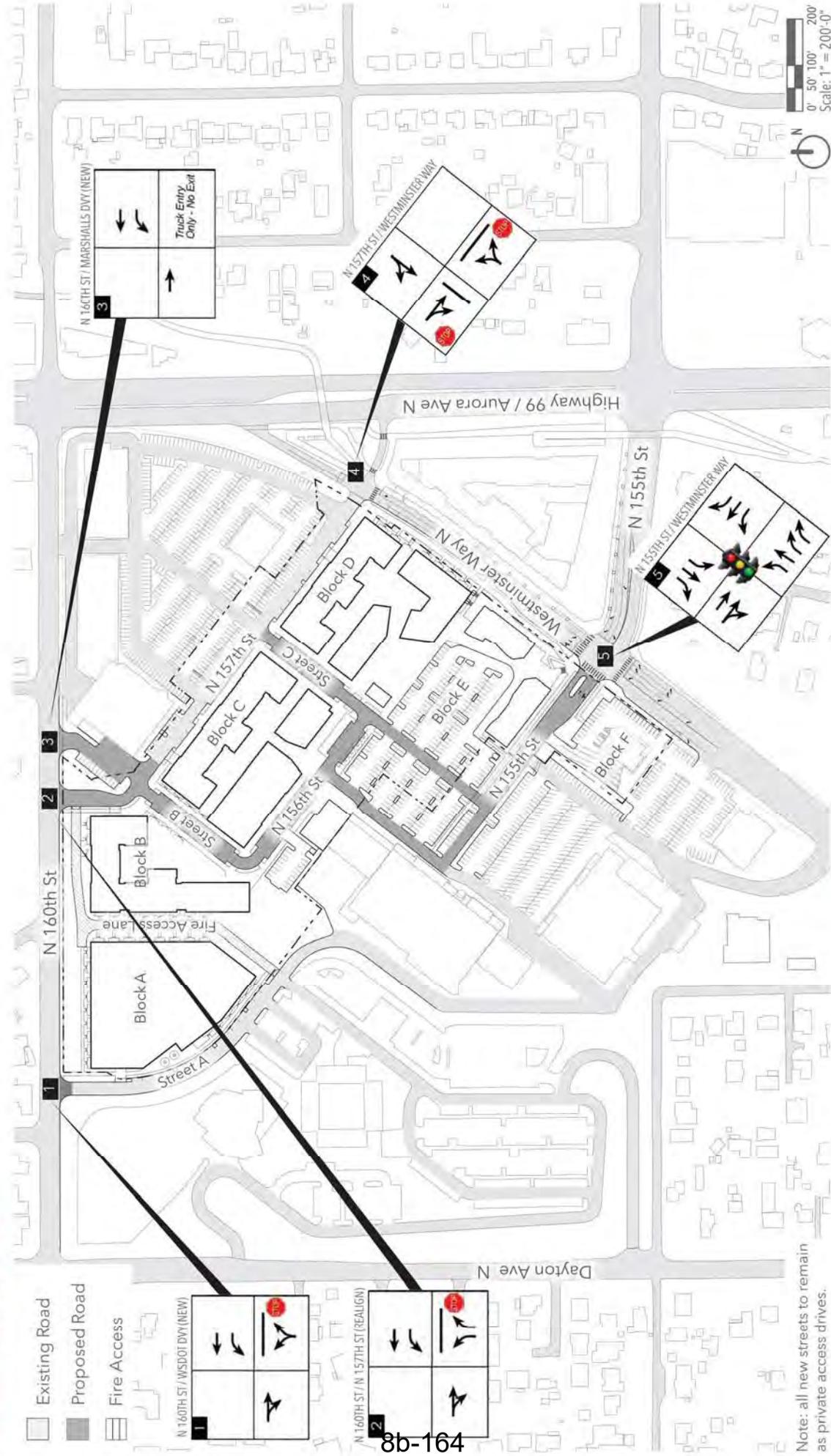
Page Intentionally Left Blank



CIVIL & TRAFFIC

8b-163

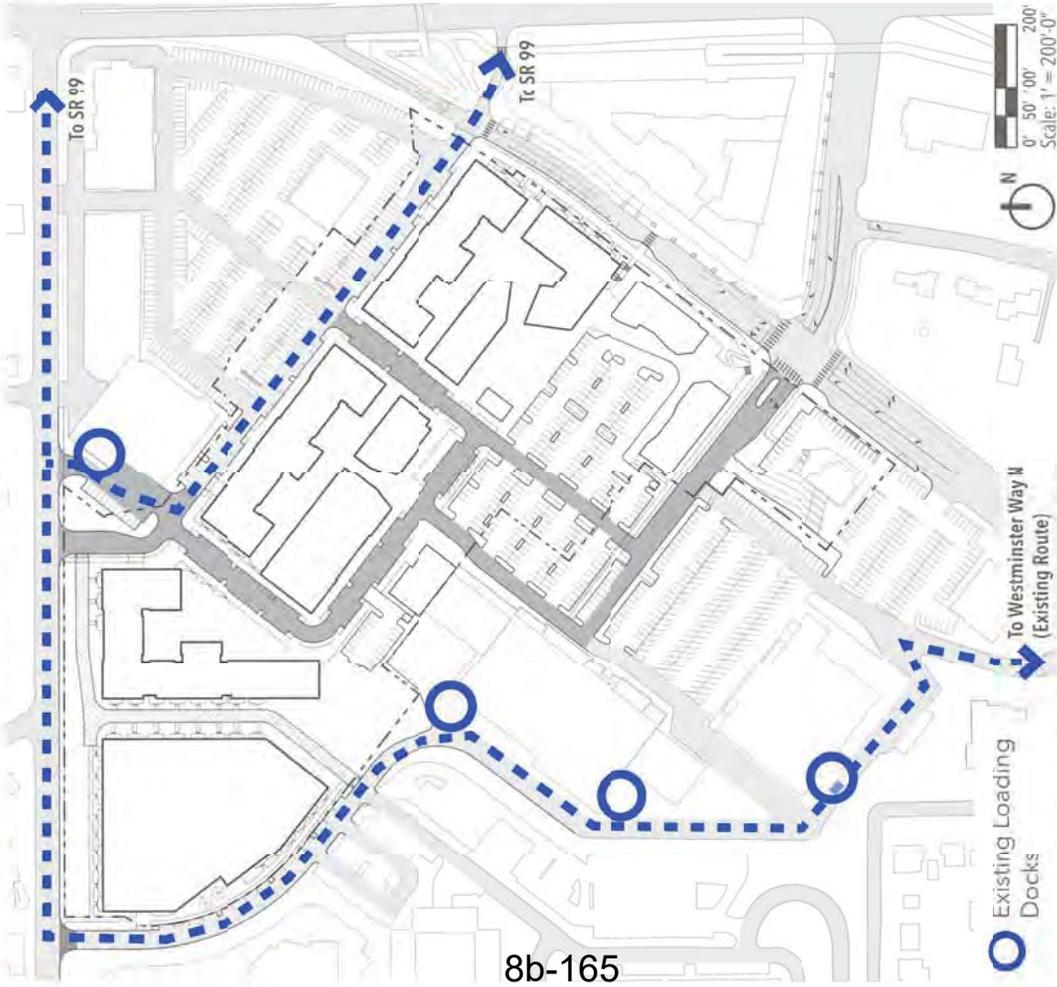
ROAD PLAN OVERALL



8b-164

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

ON-SITE CIRCULATION ROUTES



8b-165



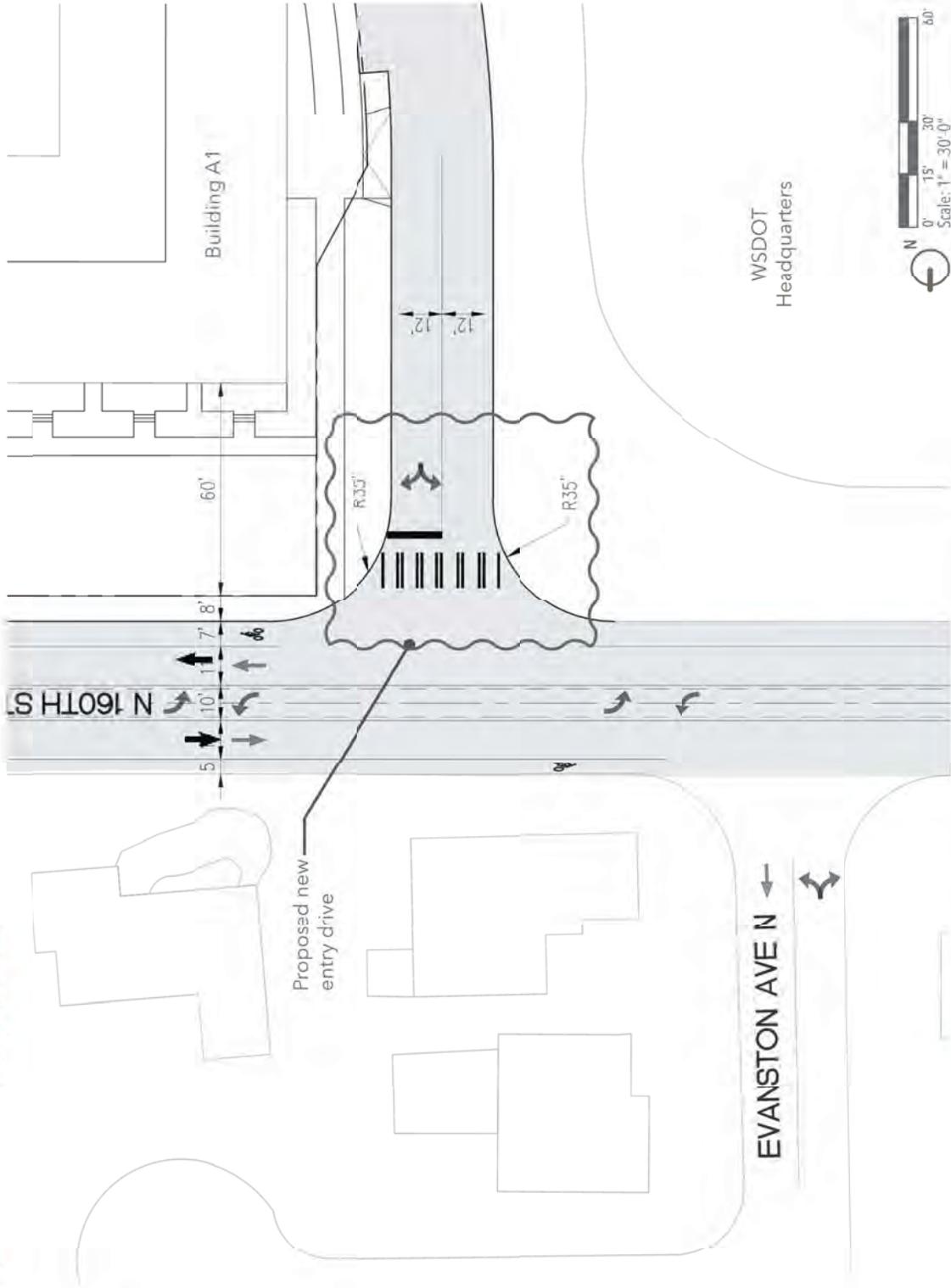
Bicycle Routes

PROPOSED NEW ENTRY DRIVE AT N 160TH & WSDOT

New WSDOT Driveway

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

8b-166



Site Key

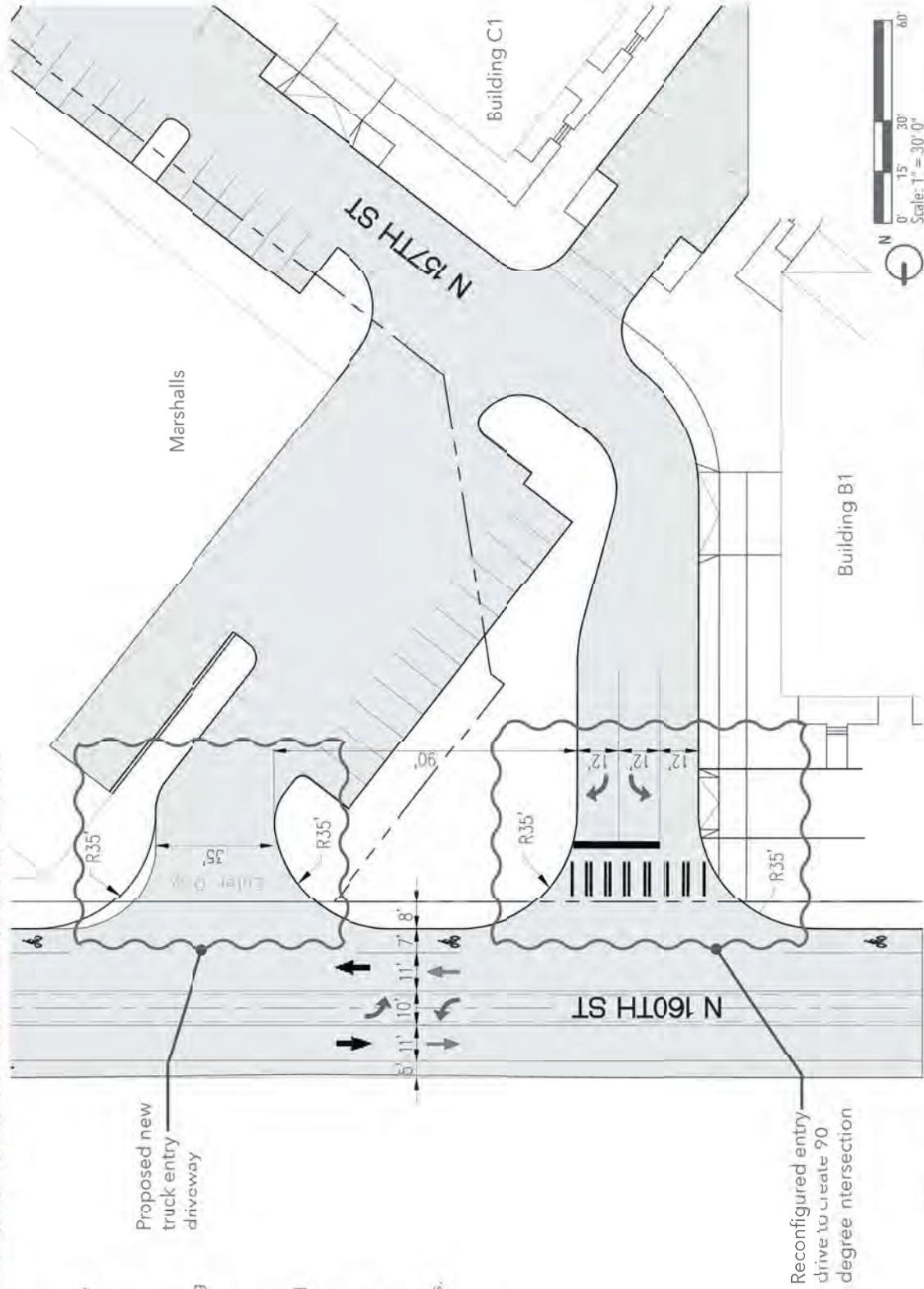
PROPOSED ENTRY MODIFICATIONS AT N 160TH STREET & 157TH

New Shoreline Place Driveway

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

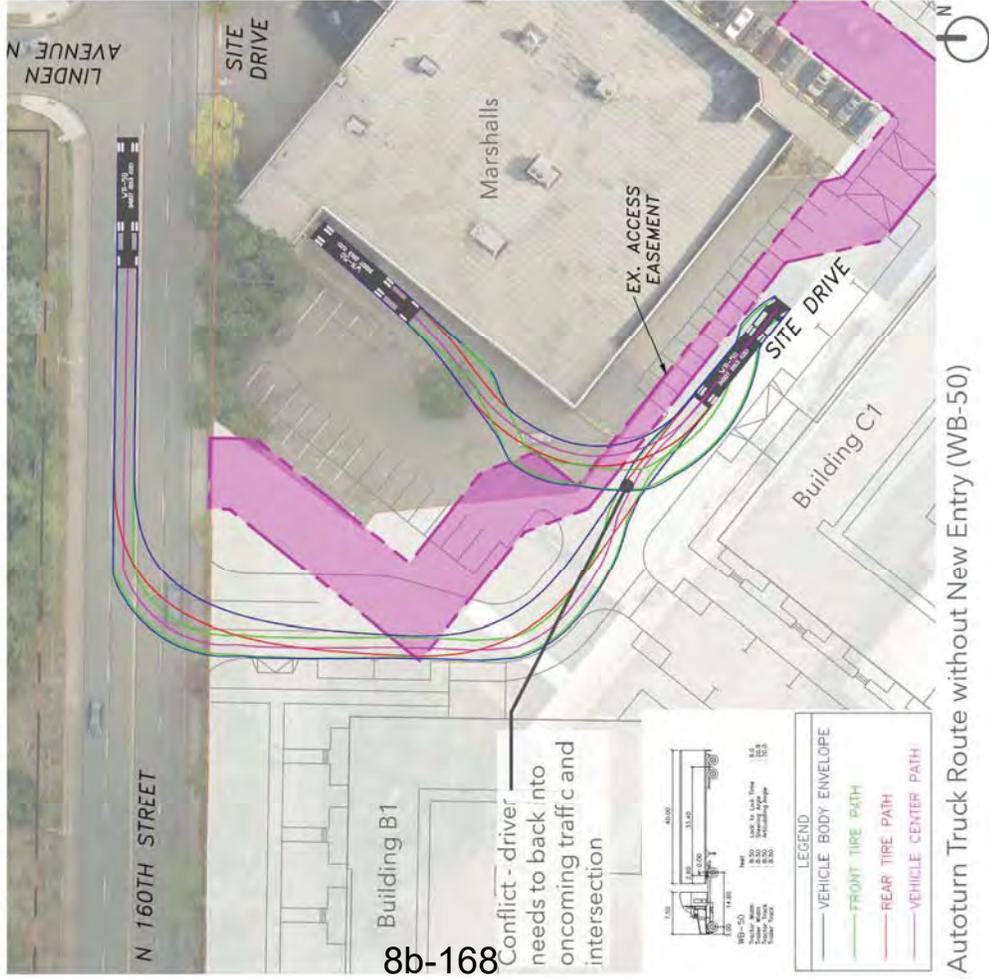
New Marshall's Entry

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

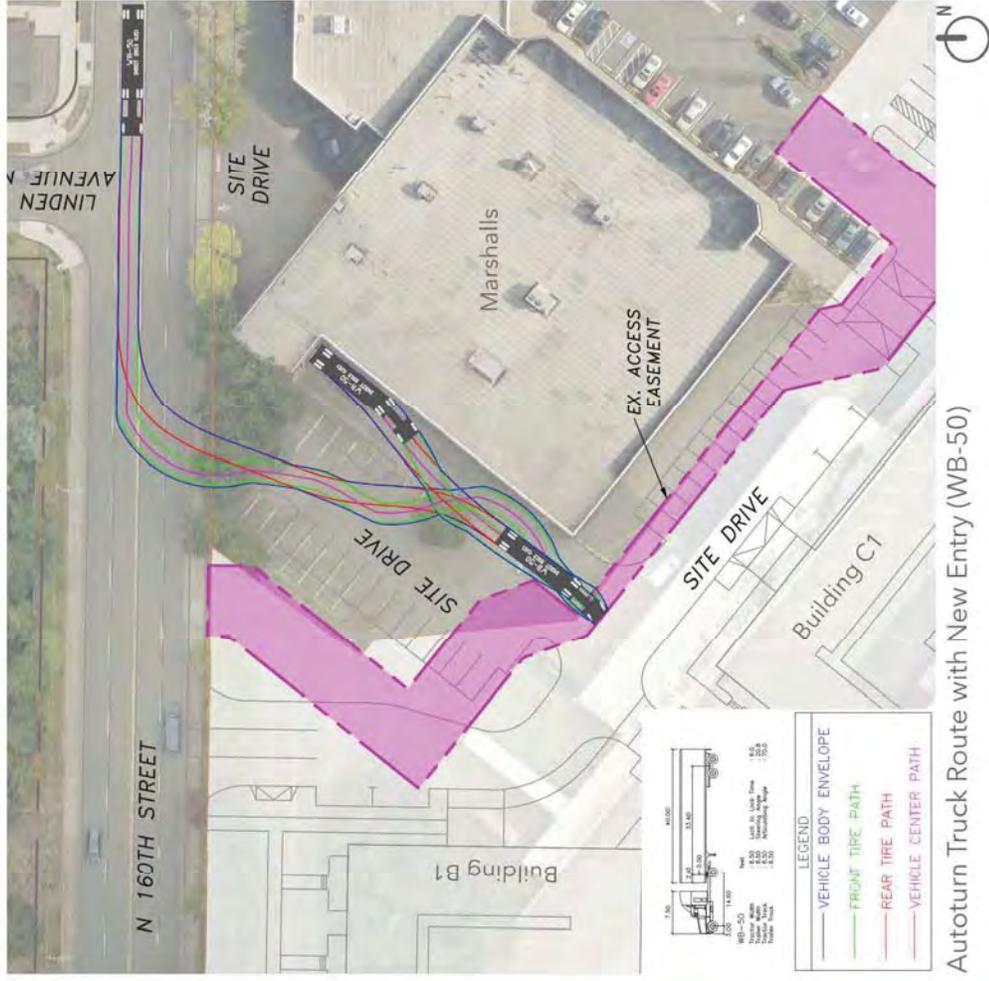


Site Key

MARSHALLS DELIVERY TRUCK ROUTE ANALYSIS



8b-168



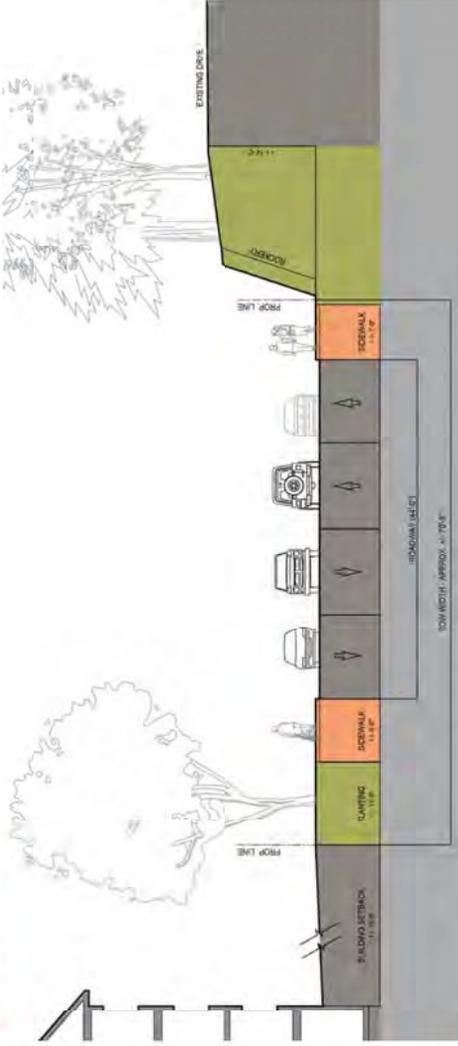
Autoturn Truck Route with New Entry (WB-50)

ROW FRONTAGE IMPROVEMENTS SECTIONS AT 160TH ST



Existing N 160th Street looking East

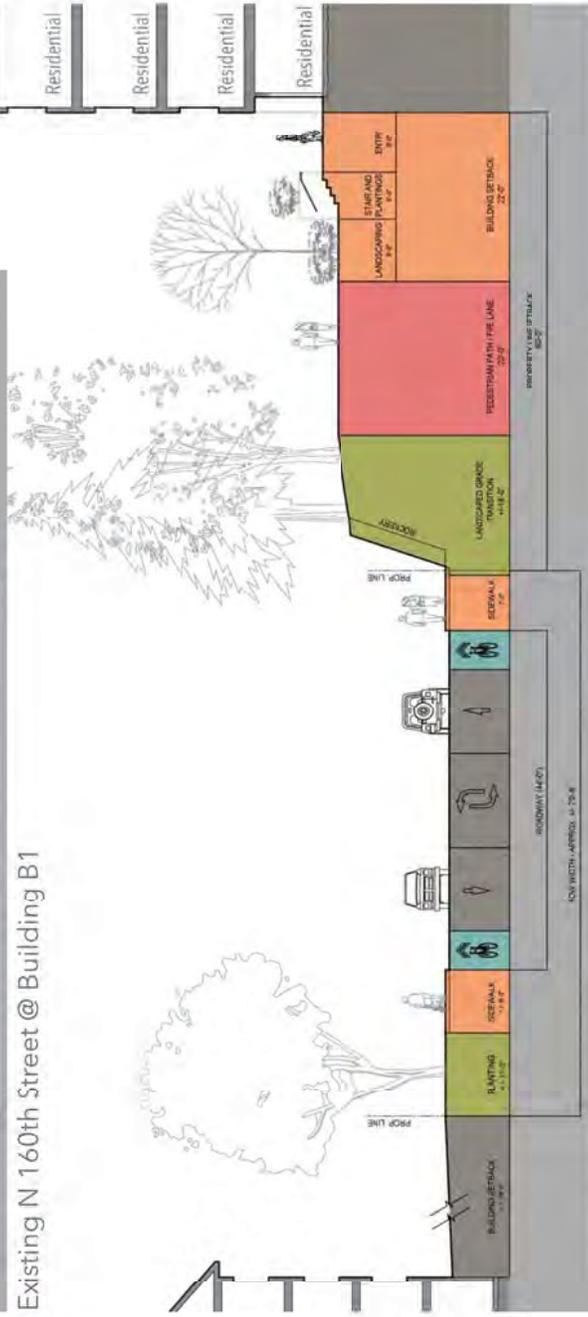
8B-169



Existing N 160th Street @ Building B1



Site Key



Proposed N 160th Street @ Building B1

ROW FRONTAGE IMPROVEMENTS SECTIONS AT 160TH ST



Existing Private Drive along 160th Looking East

86-170



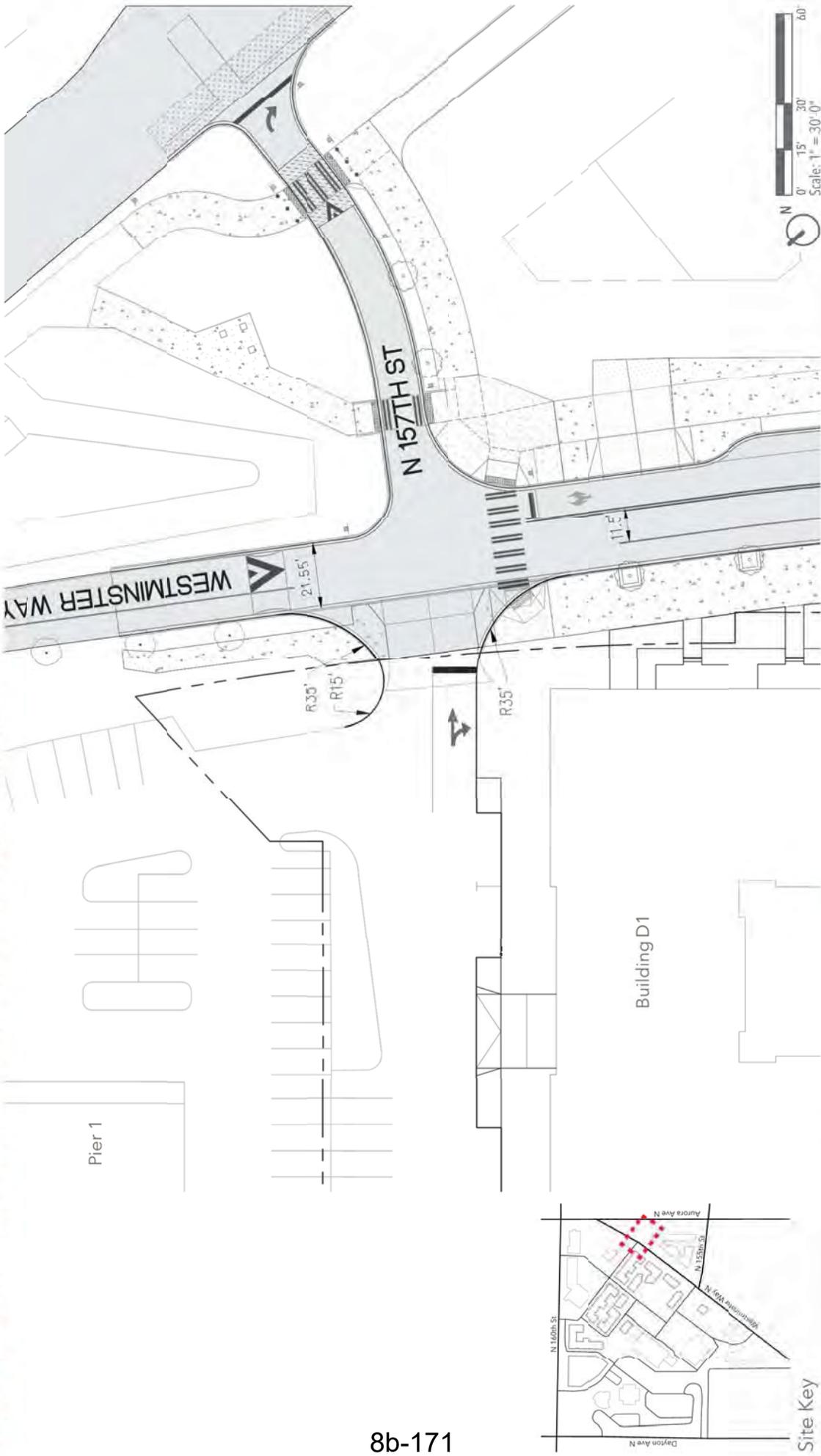
Existing N 160th Street @ Building A1

Proposed N 160th Street @ Building A1



Site Key

EXISTING ENTRY DRIVE AT N 157TH STREET & WESTMINSTER WAY



8b-171

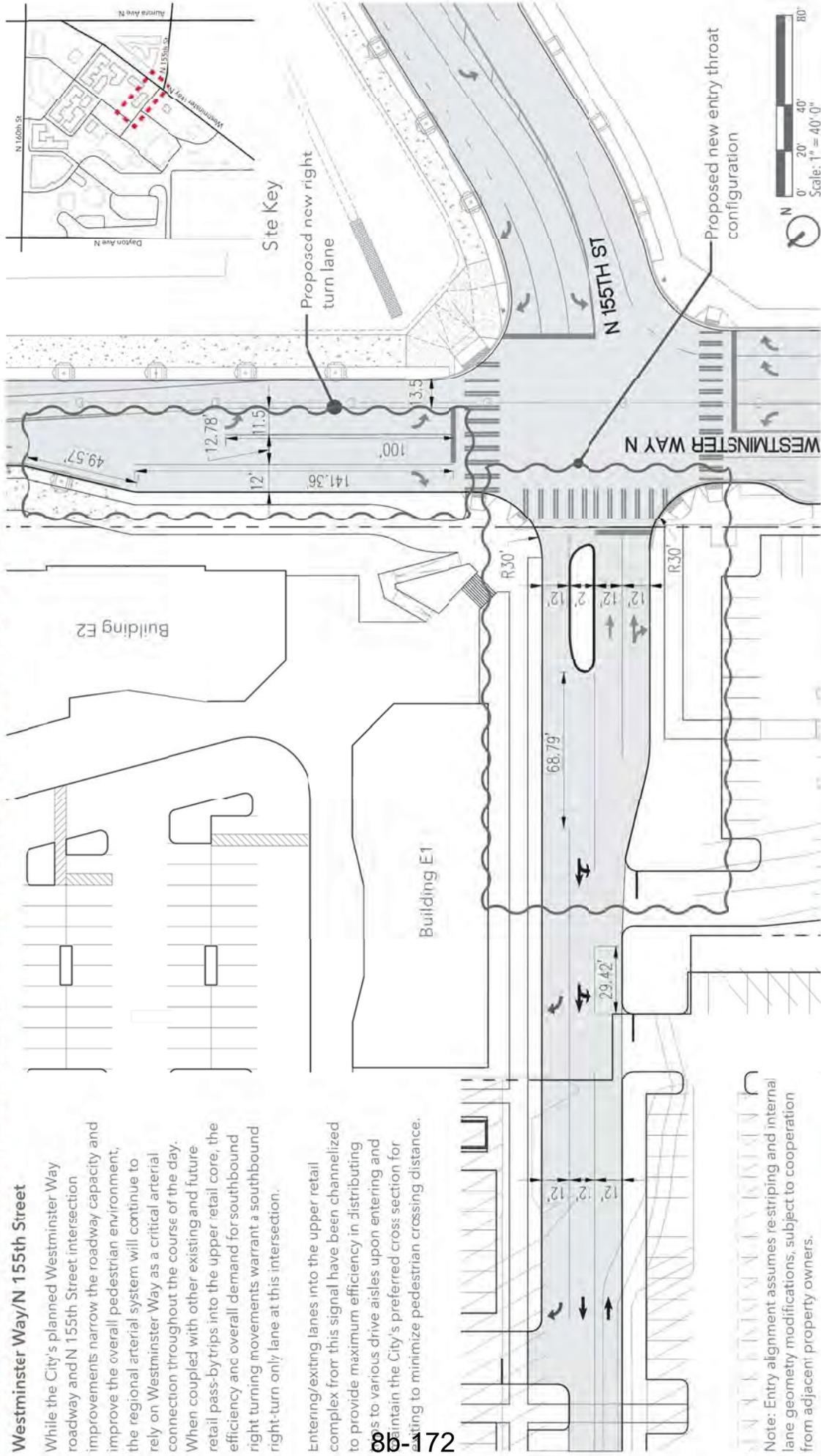
PROPOSED ENTRY MODIFICATIONS AT N 155TH STREET & WESTMINSTER WAY

Westminster Way/N 155th Street

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

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

80-172



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

ROW FRONTAGE IMPROVEMENTS SECTIONS

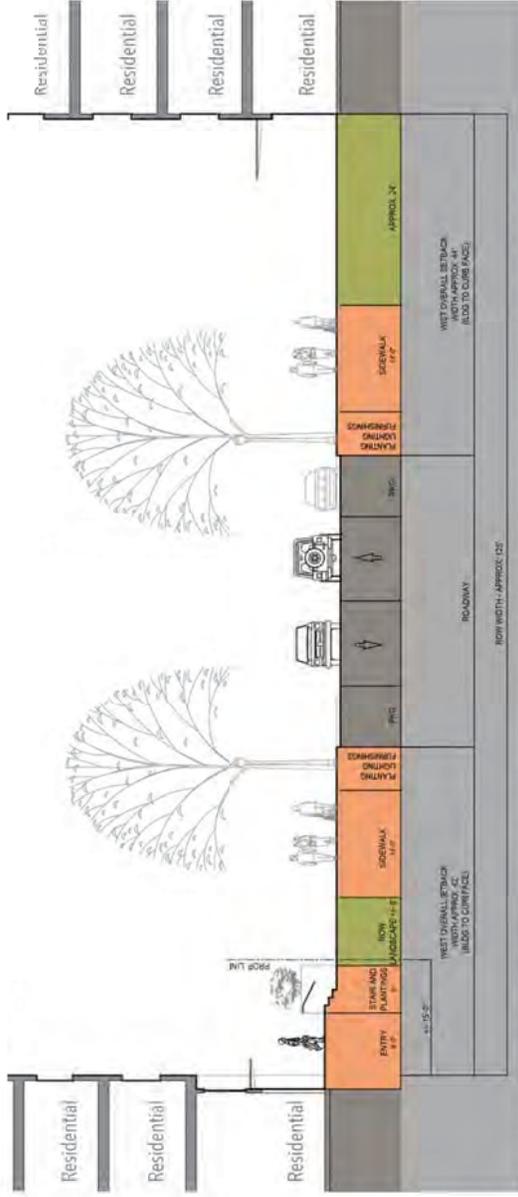


Existing Westminister Way N Looking East:

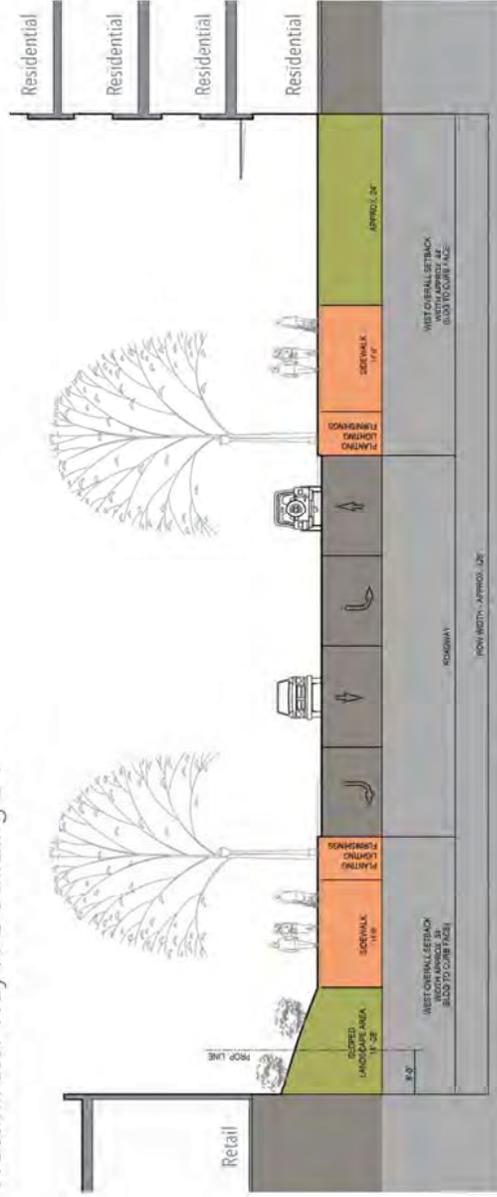
8b-173



Site Key

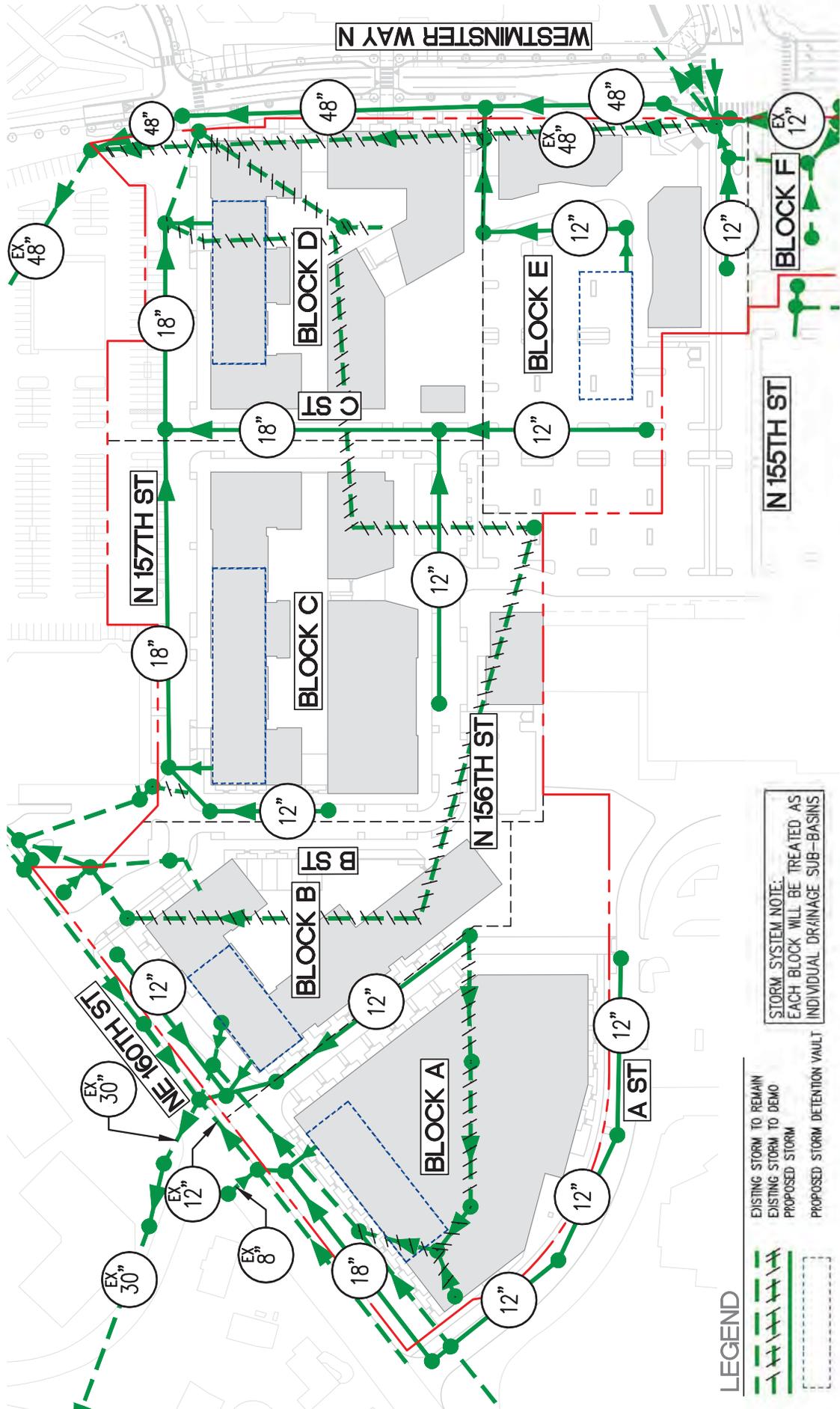


Westminister Way N @ Building D1



Westminister Way N @ Building E2

CONCEPTUAL STORMWATER UTILITY PLAN



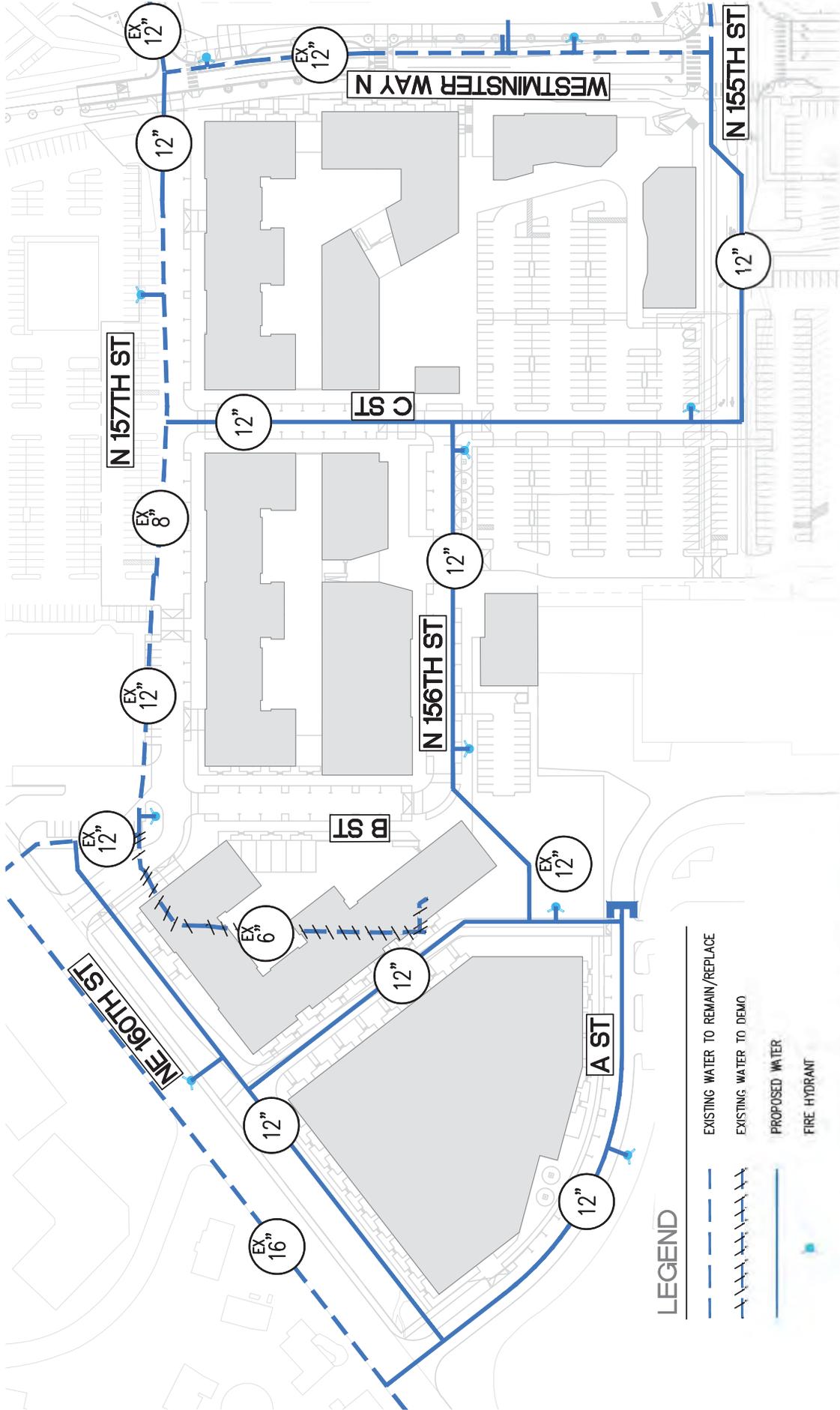
8b-174

CONCEPTUAL SEWER UTILITY PLAN



8b-175

CONCEPTUAL WATER UTILITY PLAN

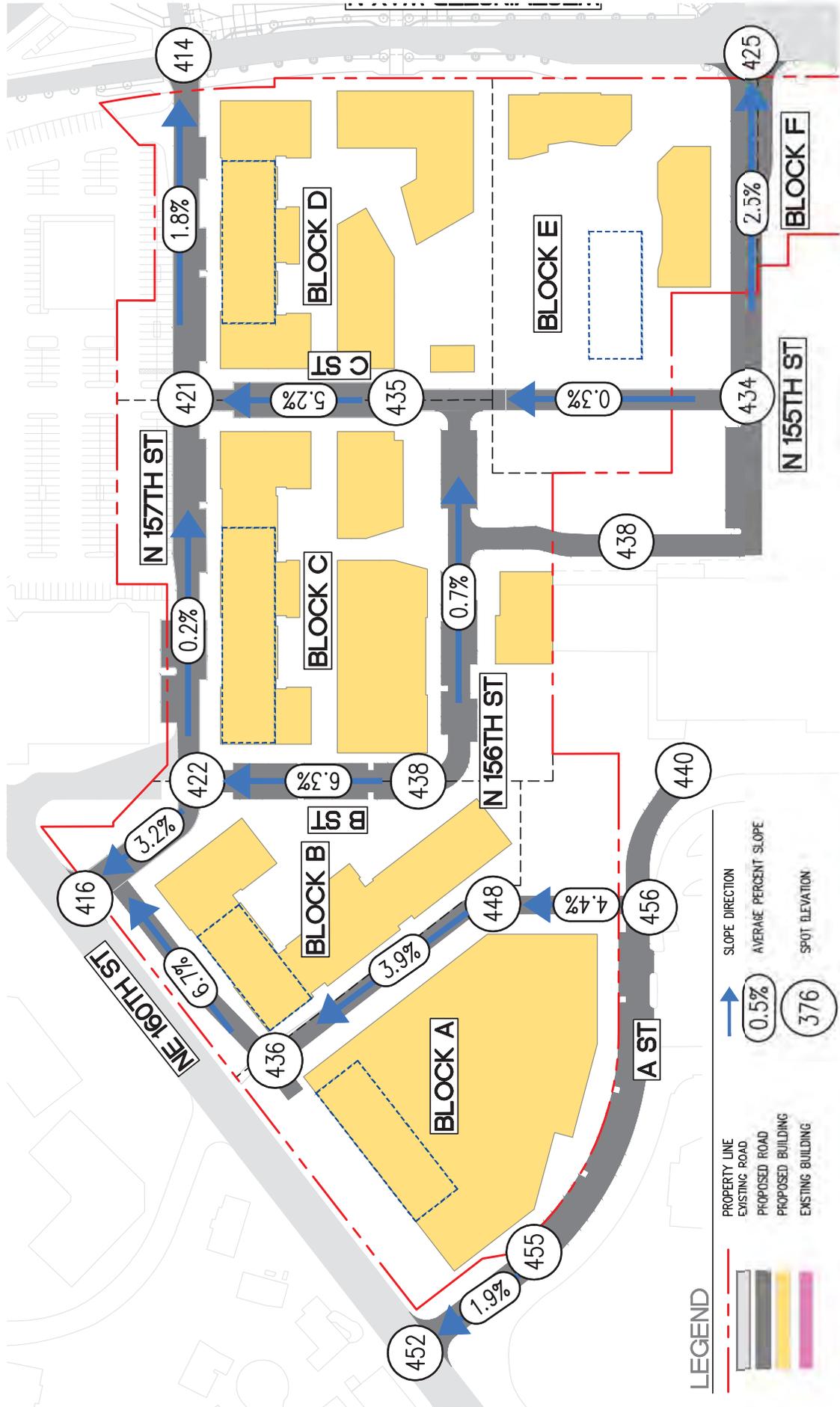


8b-176

LEGEND

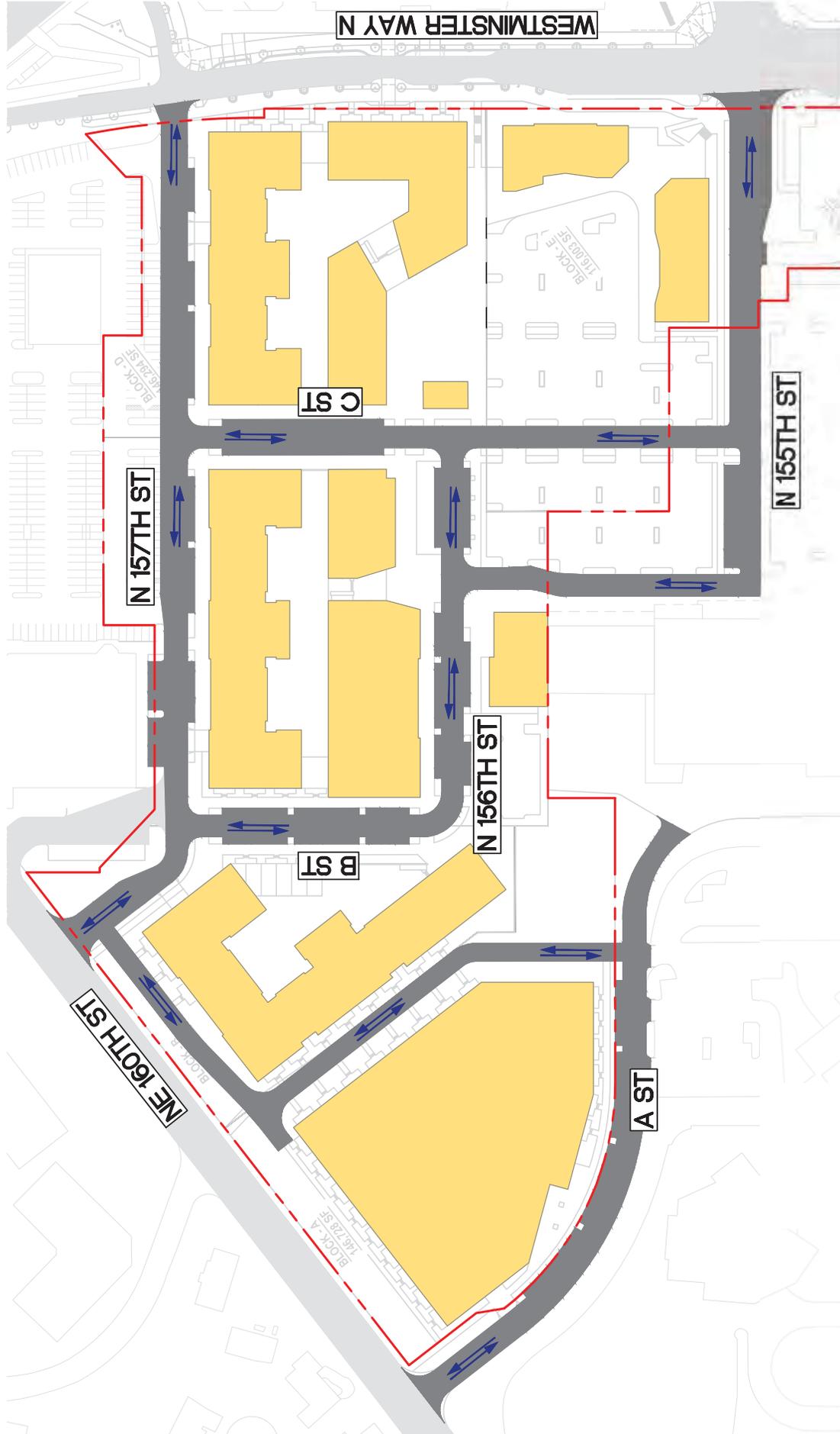
- EXISTING WATER TO REMAIN/REPLACE
- EXISTING WATER TO DEMO
- PROPOSED WATER
- FIRE HYDRANT

CONCEPTUAL GRADING PLAN



8b-177

CONCEPTUAL FIRE ACCESS PLAN



8b-178

Page Intentionally Left Blank

Page Intentionally Left Blank



DEPARTURES

8b-181

DEPARTURE REQUESTS

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

DEPARTURE REQUESTS

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

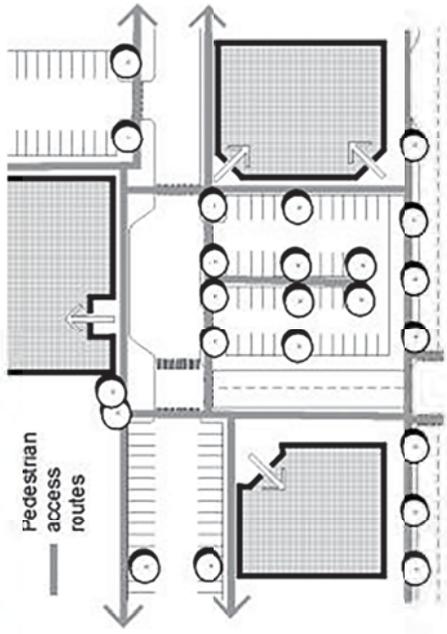
8b-183

DEPARTURE EXHIBITS

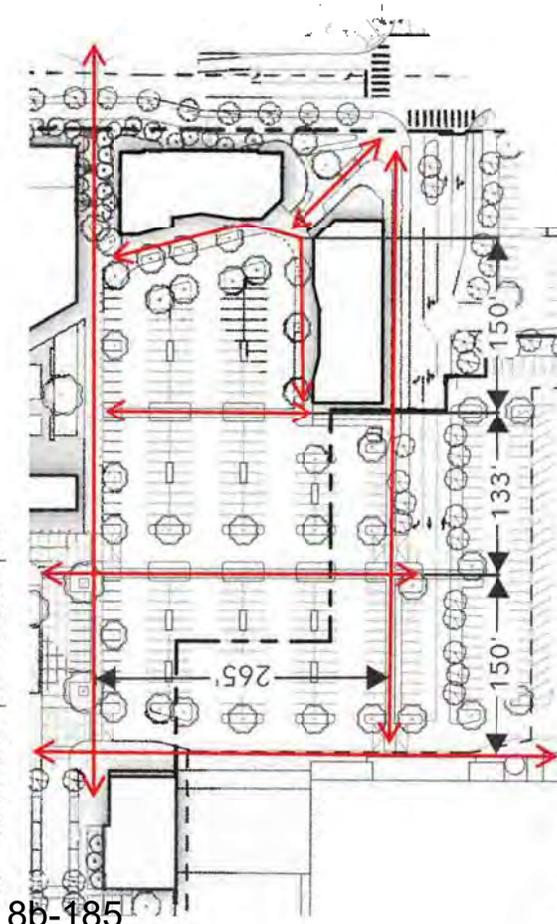


D1 -- Departure Request

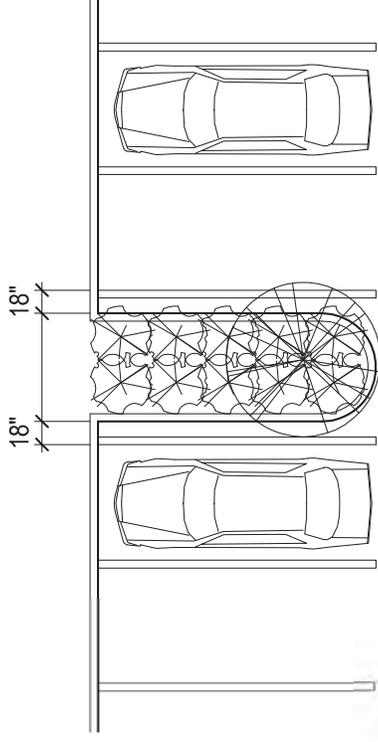
DEPARTURE EXHIBITS



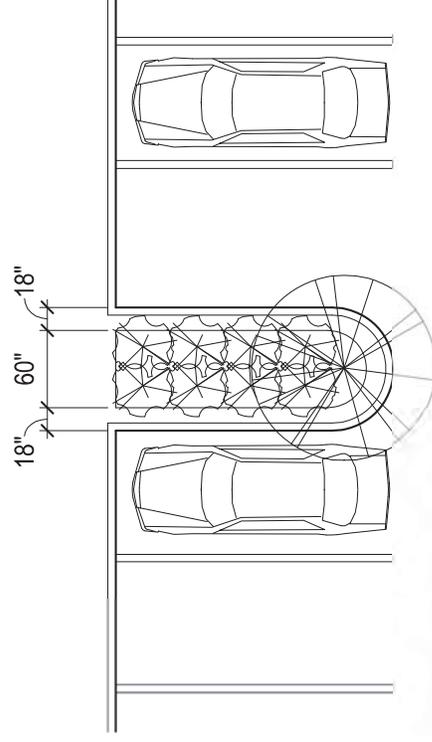
D3 - Code Compliant Example



D3 --- Departure Request



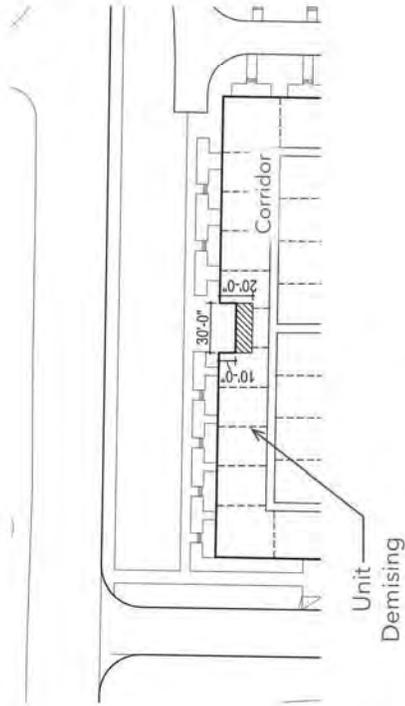
D4 - Code Compliant Example



D4 --- Departure Request

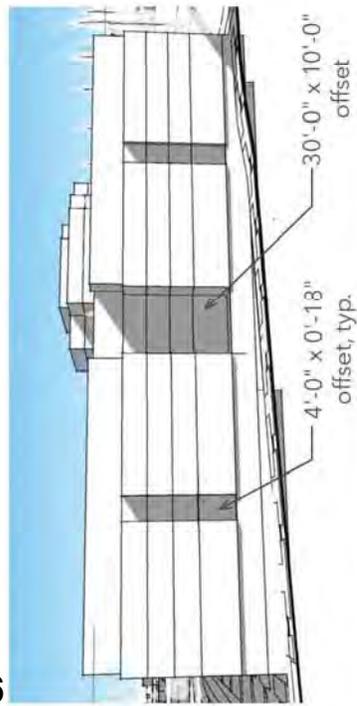
8b-185

DEPARTURE EXHIBITS

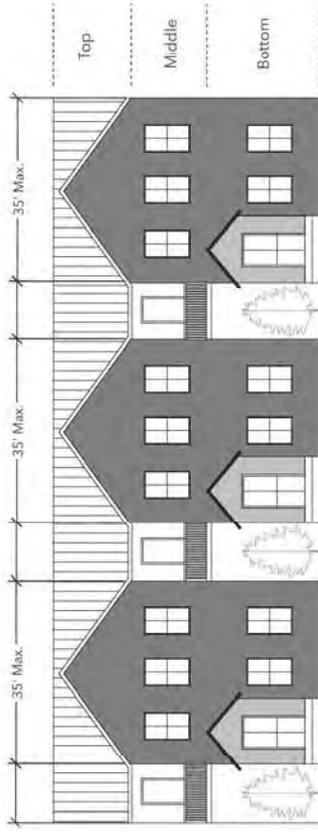


D8 --- Departure Request --- Plan

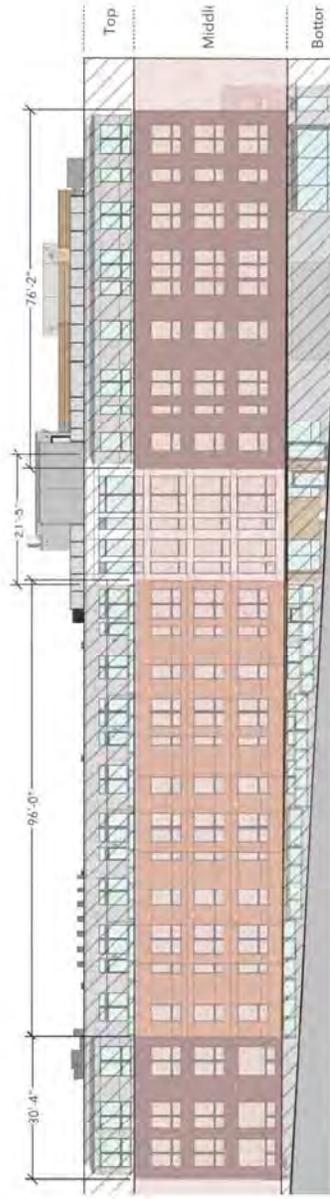
80-186



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



D7 --- Code Compliant Example



D7 --- Departure Request Example

OPEN SPACE CALCULATIONS - SITE

REQUIRED OPEN SPACE SUMMARY	
PROMENADE NORTH	0.39 AC
COMMUNITY OPEN SPACE	0.70* AC
WEST PEDESTRIAN SHARED STREET	0.39 AC
EAST PEDESTRIAN SHARED STREET	0.31 AC
WEST PLAZA	0.23 AC
EAST PLAZA	0.43 AC
WESTMINSTER WAY PLAZA	0.49 AC
TOTAL	2.94 AC
ADDITIONAL OPEN SPACE	
BLOCK A PROMENADE	0.33 AC
TOTAL	3.27 AC



*COMMUNITY OPEN SPACE MAY INCLUDE ADJACENT 0.2AC PARKING AREA IF SIGNED "COMMUNITY OPEN SPACE" USE ONLY. (FOR A TOTAL OF 0.9 AC)

Shoreline Place – Supplemental Site Design Guidelines

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

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

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

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

Conceptual Guide Plan - Site Design and Open Space Overview

The Shoreline Place Open Space System is depicted in the Conceptual Guide Plan (pages 36 and 94) and refined in **Exhibit 2(E)** to the DA and is intended to support the goals described in the City of Shoreline’s Parks, Recreation and Open Space Plan (“PROS Plan”) as well as the CRA and comply with the City’s Development Code. The site’s series of publicly-accessible spaces include multiple neighborhood-scale open spaces and connections to adjacent developments and the nearby Interurban Trail. Incorporated into this system are lawn areas for summer picnics and movies, plazas and promenades skirting restaurants and retail shops, comfortable pedestrian amenities and creative landscape and hardscape elements - all in the support of Shoreline’s PROS Plan, the CRA and in compliance with the Development Code standards to provide quality open space in the community.

While the final site and open space design will evolve during the Project's vesting period based on market preferences and tenant mix, the design at Shoreline Place will include various publicly-accessible open spaces (the "Open Space System") generally as depicted on **Exhibit 2 (E)**. The Open Space System and associated minimum required and optional design elements are provided below. While only a minimum number of design elements listed in each section will be required, the Project may propose as many of the design elements as may be feasible to create a unique sense of place that will enhance the probability of success for the Project.

Open Space

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

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

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

Open Spaces Overview

- The total area of open space shall substantially match the total area for the Open Space System depicted in **Exhibit 2(E)** and the minimum square feet of multifamily open space and public places for the Project as defined in the City of Shoreline Development Code.
- Open spaces shall include the following four (4) areas with distinct characteristics related to their intended uses and the Westminster Way N. Enhanced Connection.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) Westminster Way N. Enhanced Connection

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

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

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

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

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

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

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

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

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

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

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

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

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

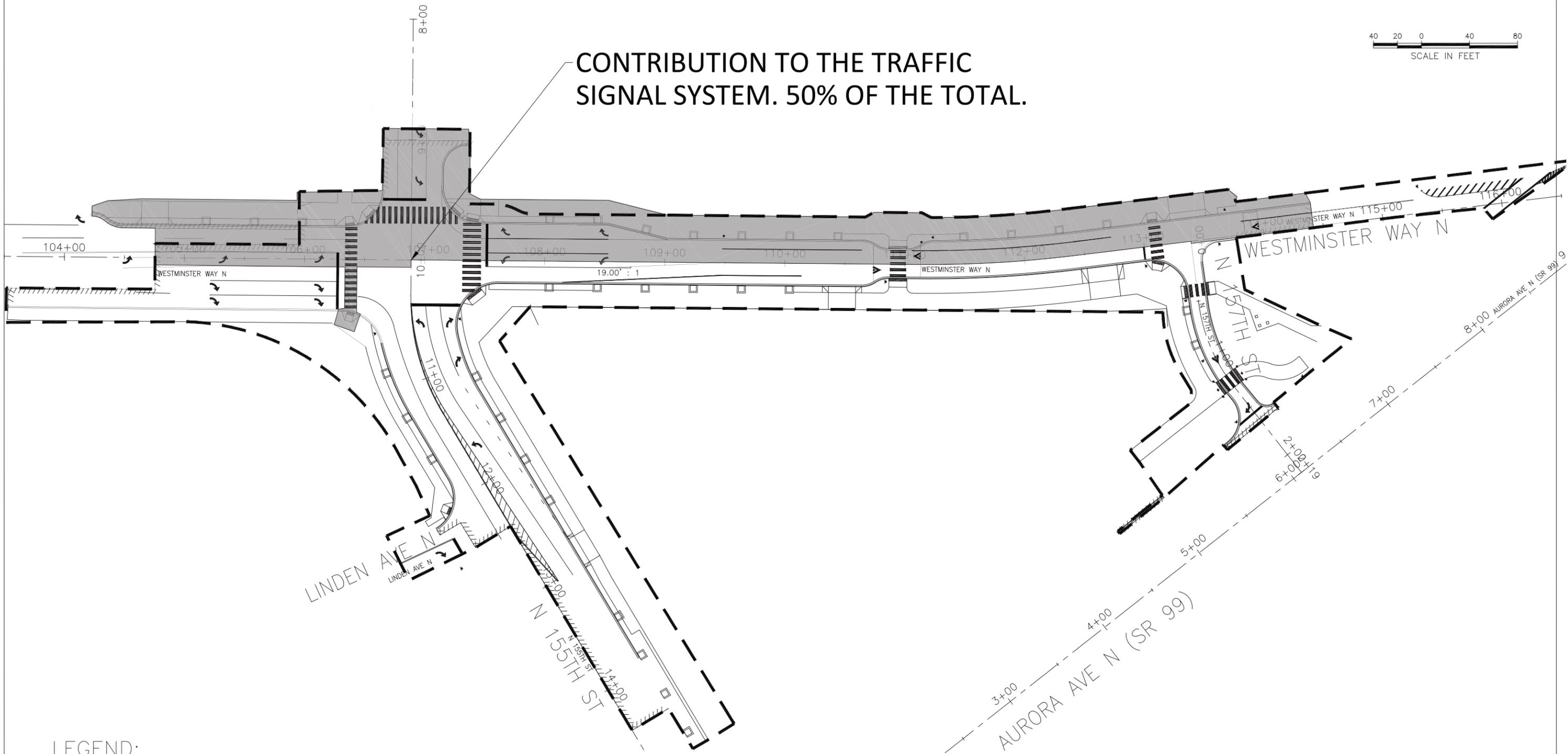
Attachment A, Exhibit 2(F)

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

WESTMINSTER WAY TRANSPORTATION IMPROVEMENTS



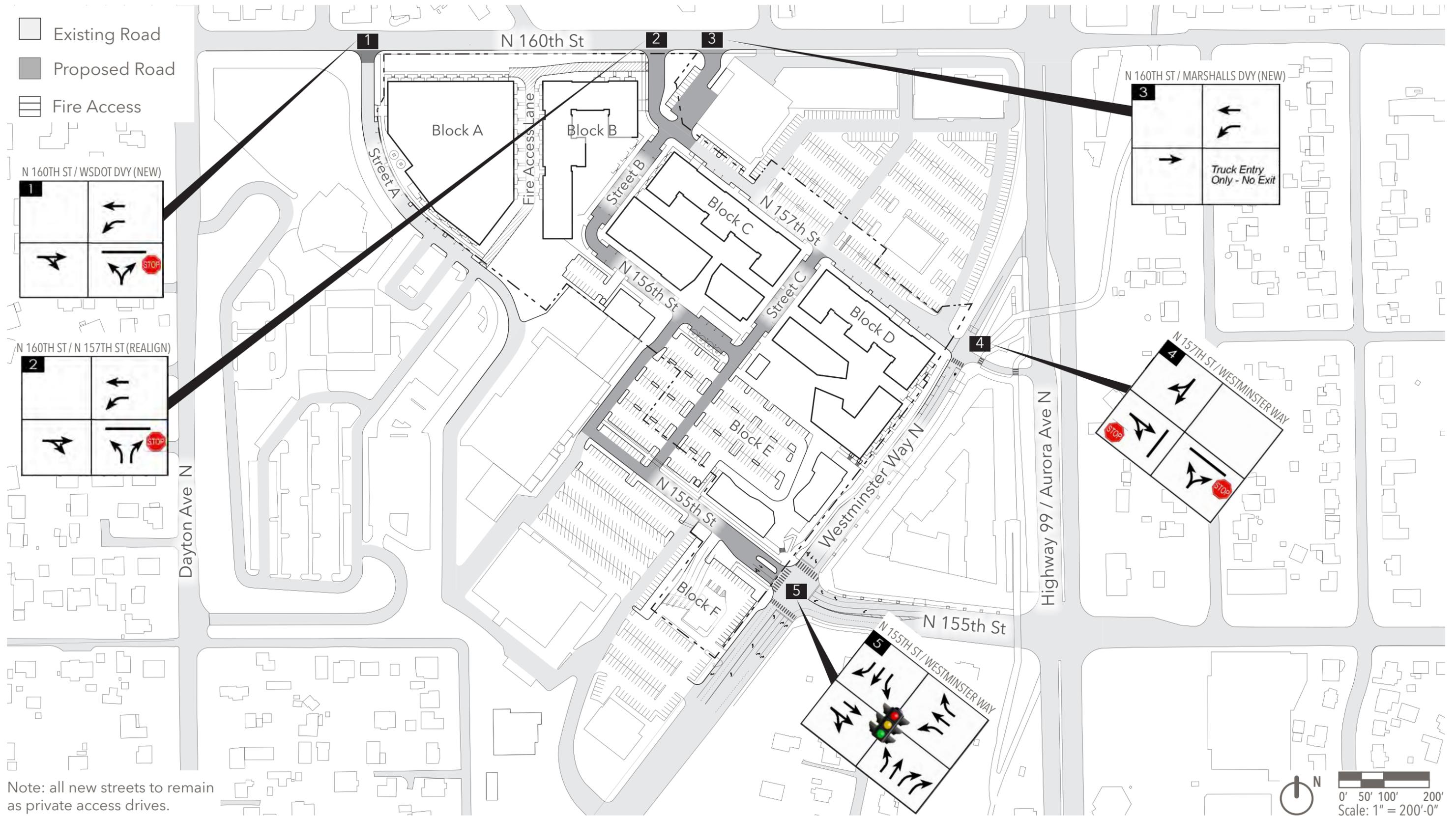
CONTRIBUTION TO THE TRAFFIC SIGNAL SYSTEM. 50% OF THE TOTAL.



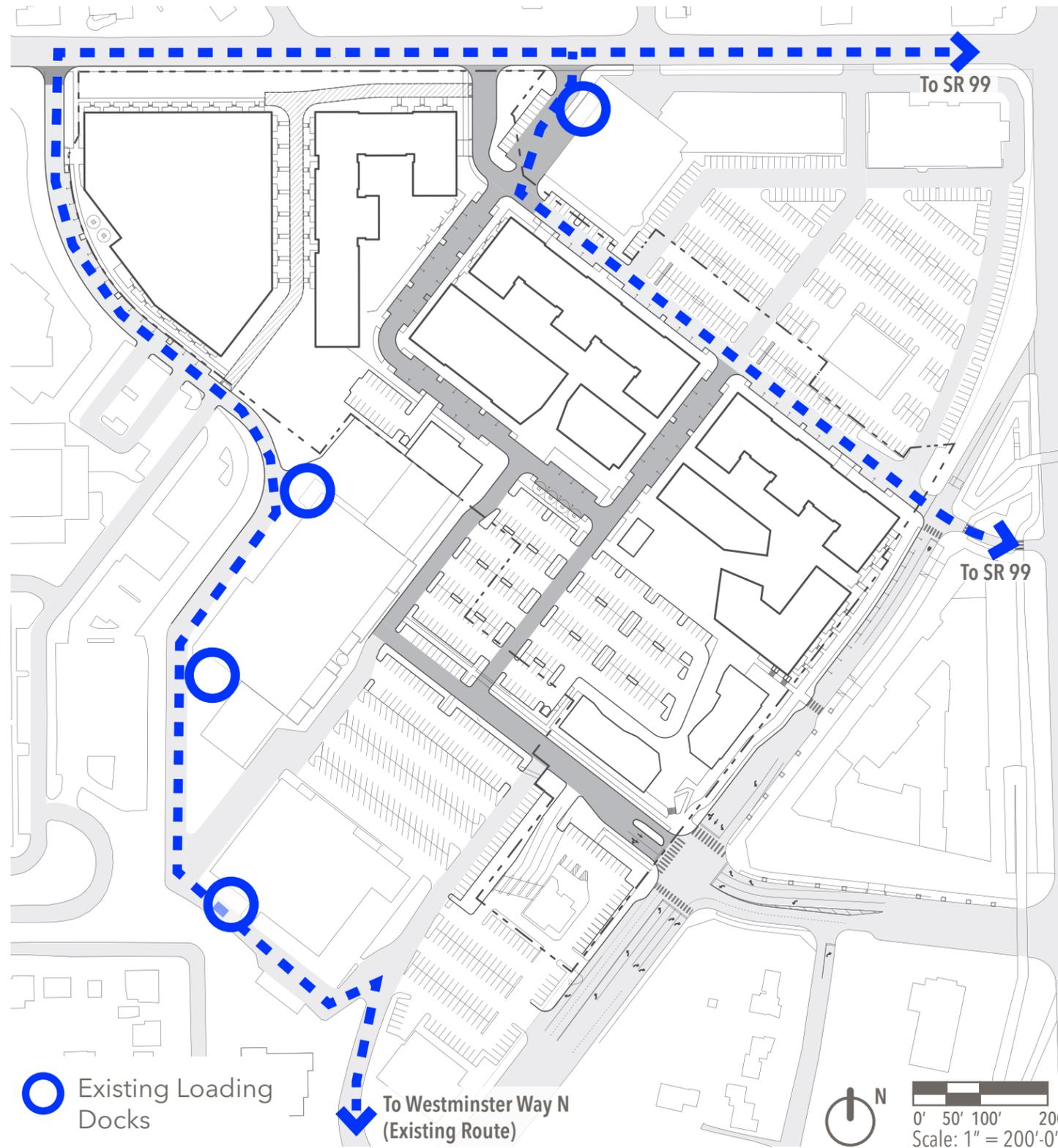
LEGEND:

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

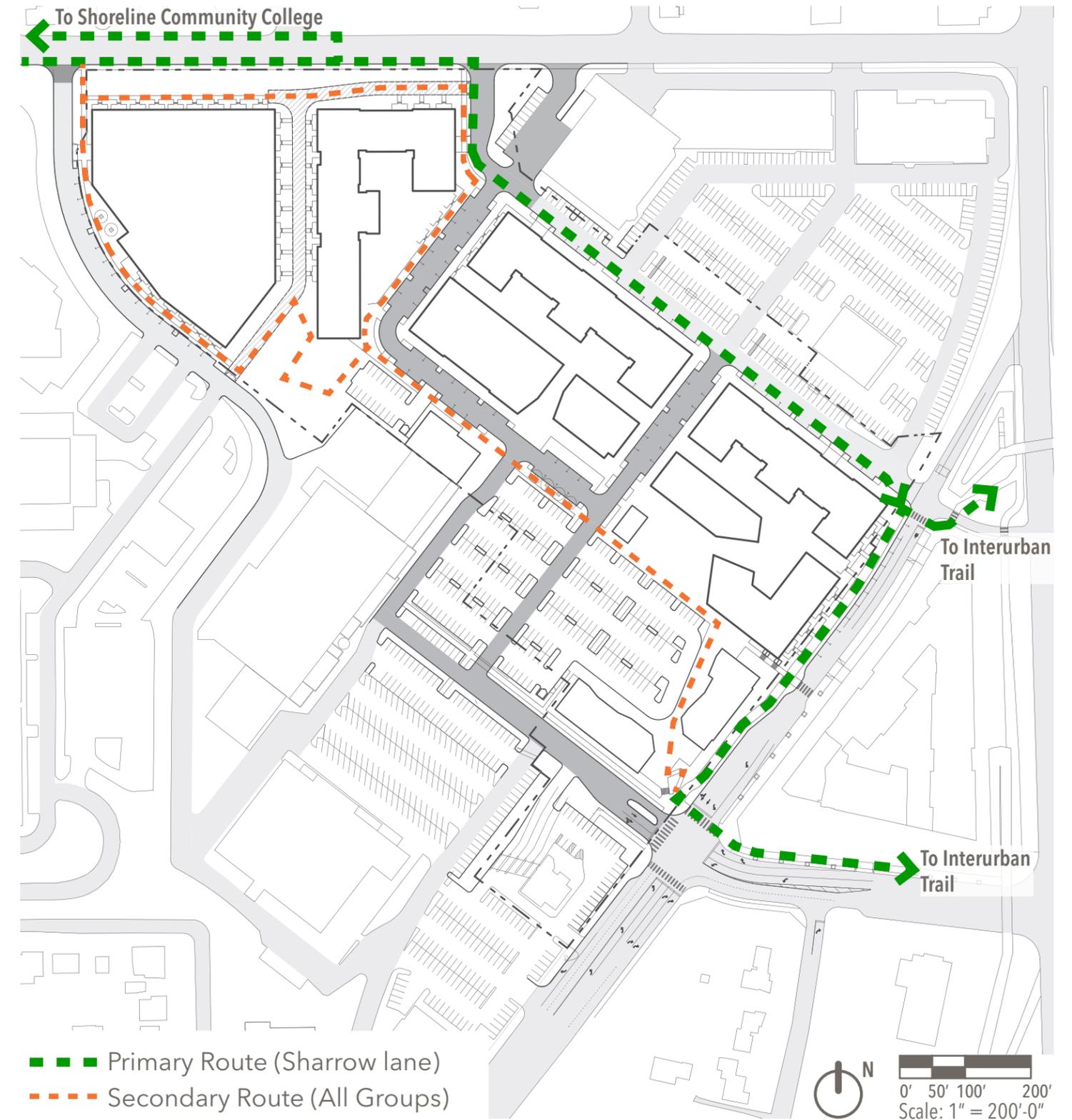
ROAD PLAN OVERALL



ON-SITE CIRCULATION ROUTES



Truck Route for Adjacent Tenants (WB 62)



Bicycle Routes

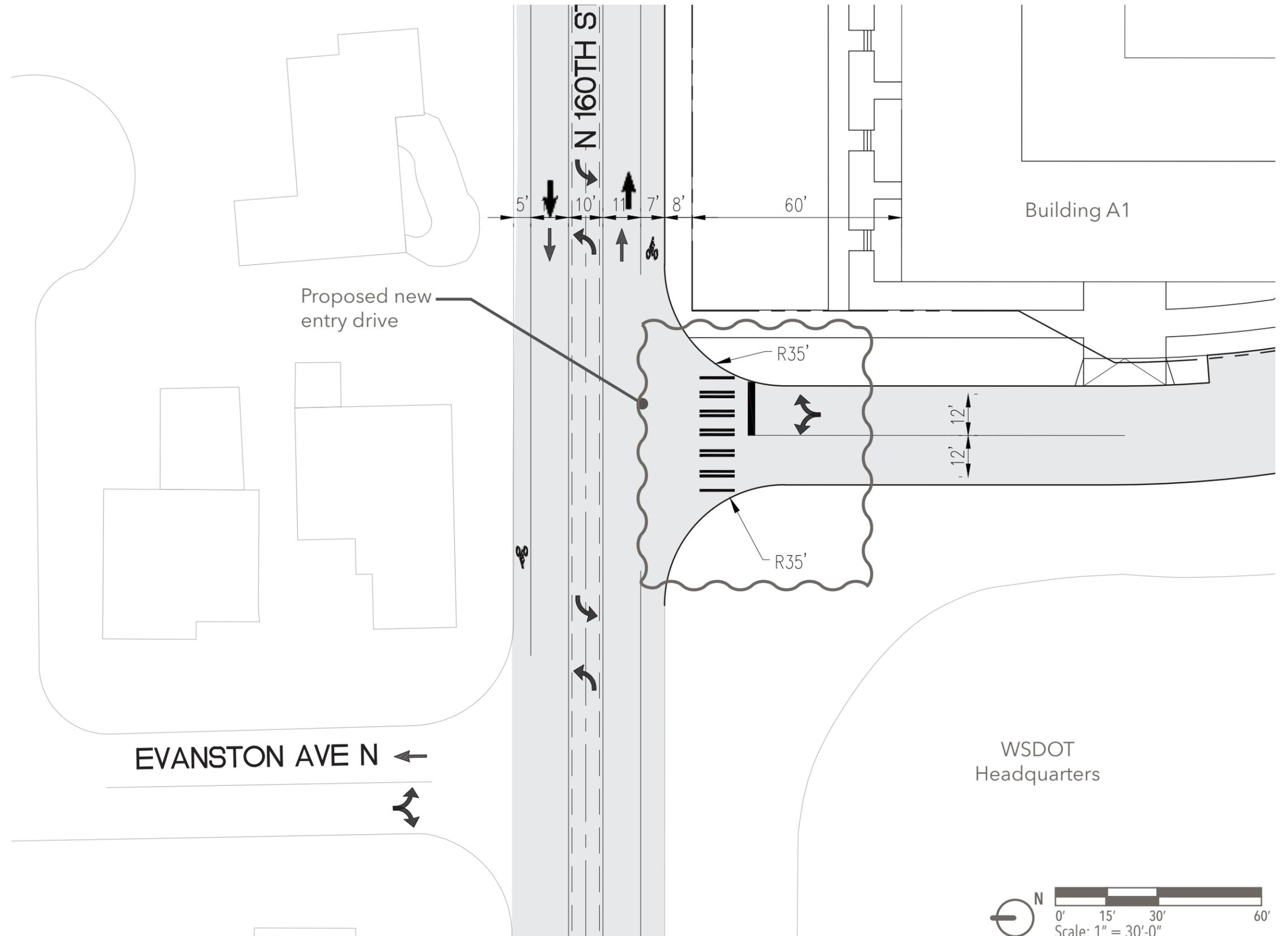
PROPOSED NEW ENTRY DRIVE AT N 160TH & WSDOT

New WSDOT Driveway

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



Site Key



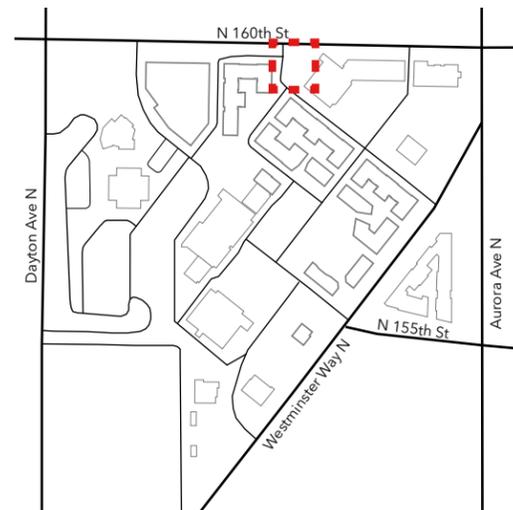
PROPOSED ENTRY MODIFICATIONS AT N 160TH STREET & 157TH

New Shoreline Place Driveway

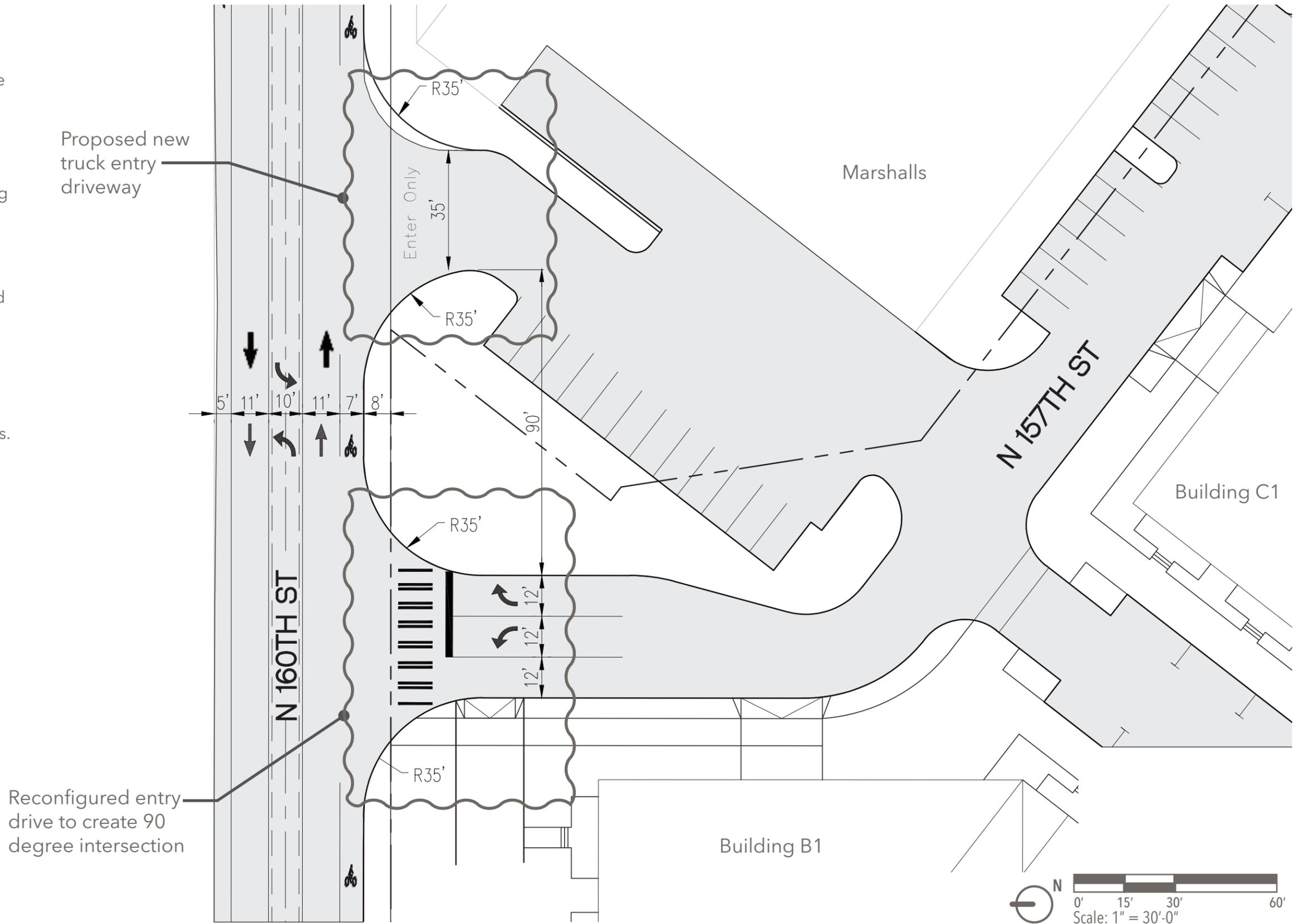
This driveway would serve all residential garages as well as lower/upper retail surface parking lots. Separate egress lanes for left and right turning movements are proposed to minimize vehicle queuing exiting the site and has been realigned to provide better geometric conditions and maximize entering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

New Marshal's Entry

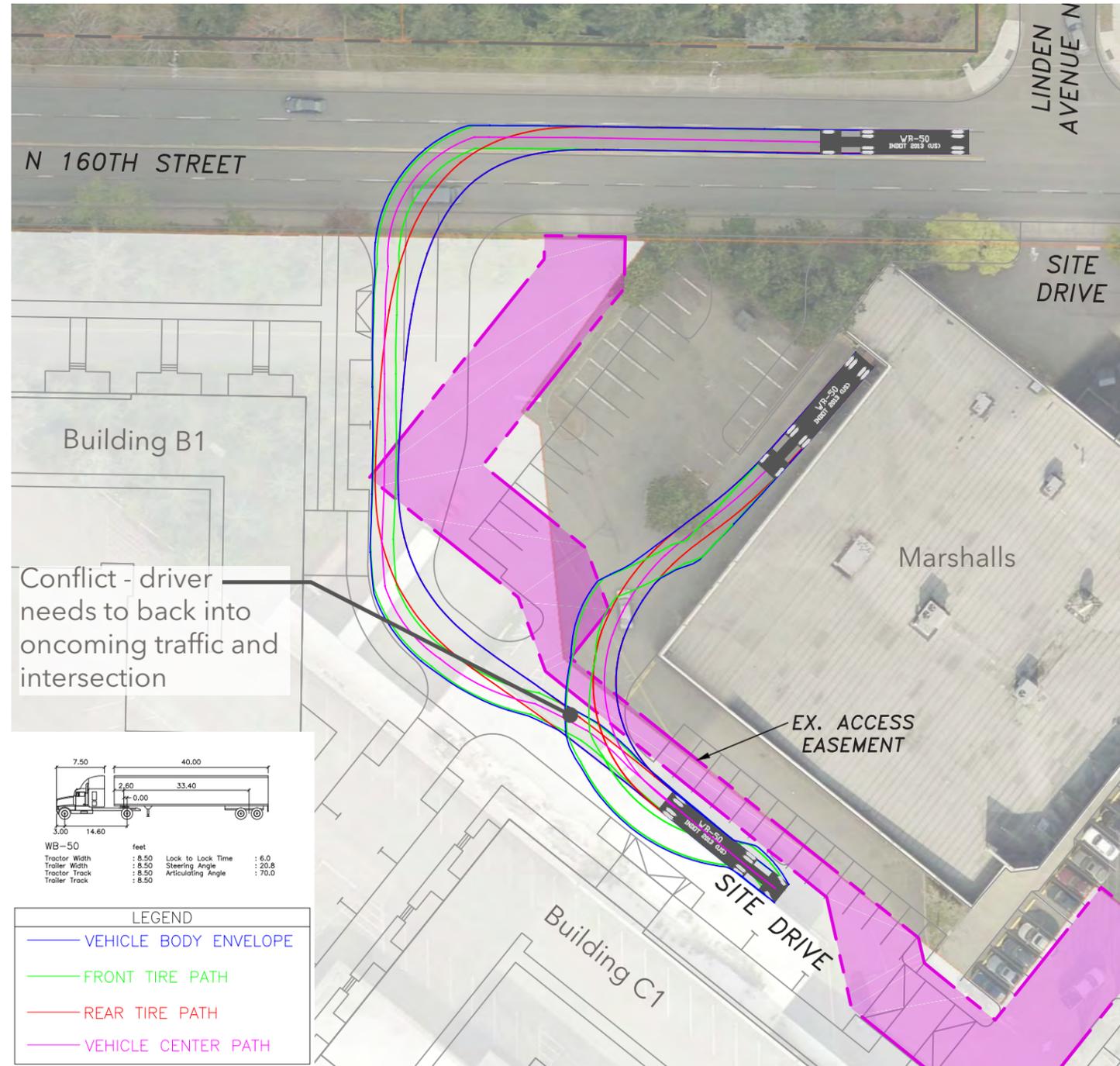
A new truck enter-only driveway is proposed to serve the existing loading dock at the adjacent Marshal's building to avoid safety conflicts with backing truck maneuvers with vehicles, pedestrians, and bicycle traffic demand at this location generated by Shoreline Place and other existing retail uses.



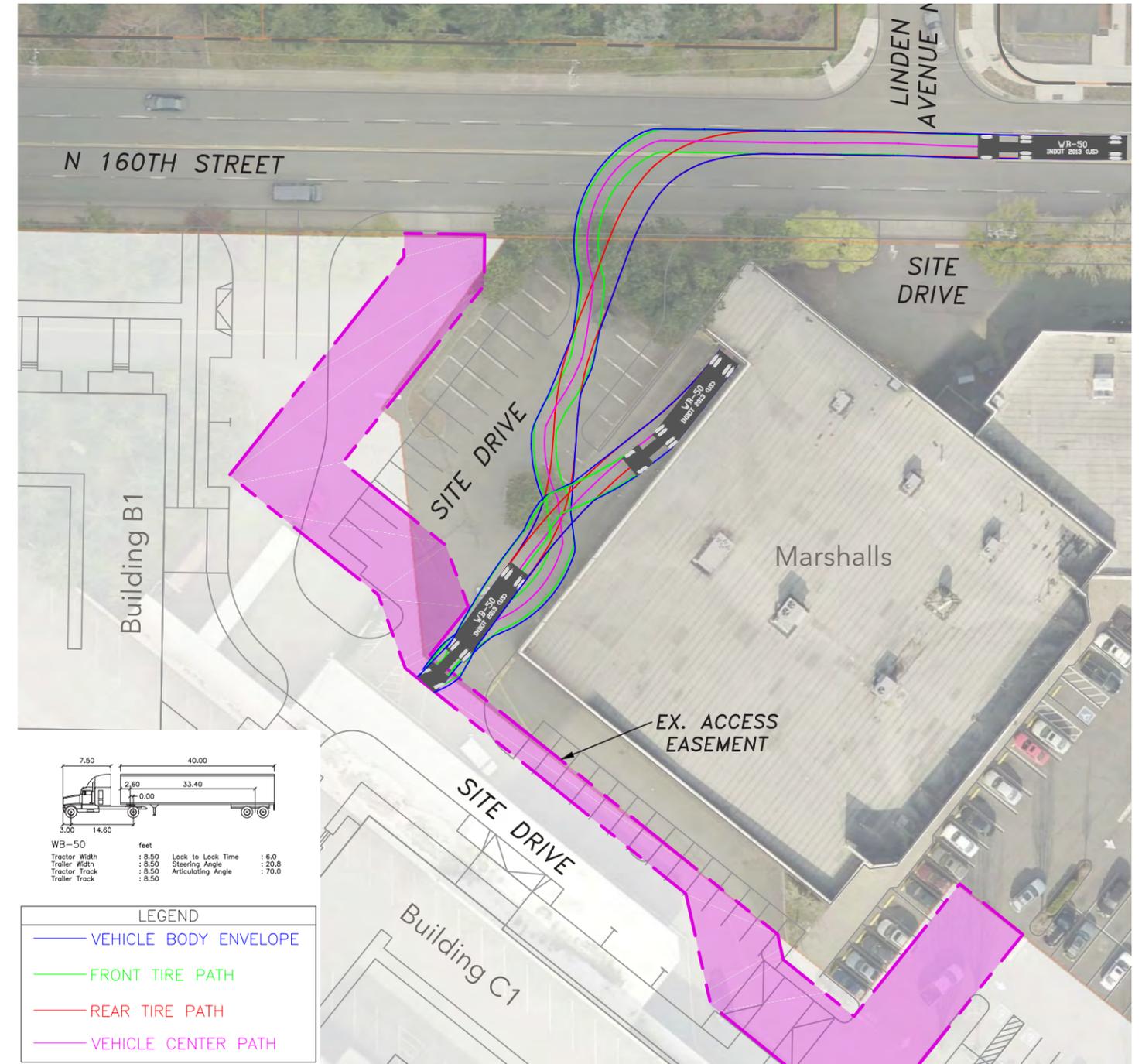
Site Key



MARSHALLS DELIVERY TRUCK ROUTE ANALYSIS



Autoturn Truck Route without New Entry (WB-50)

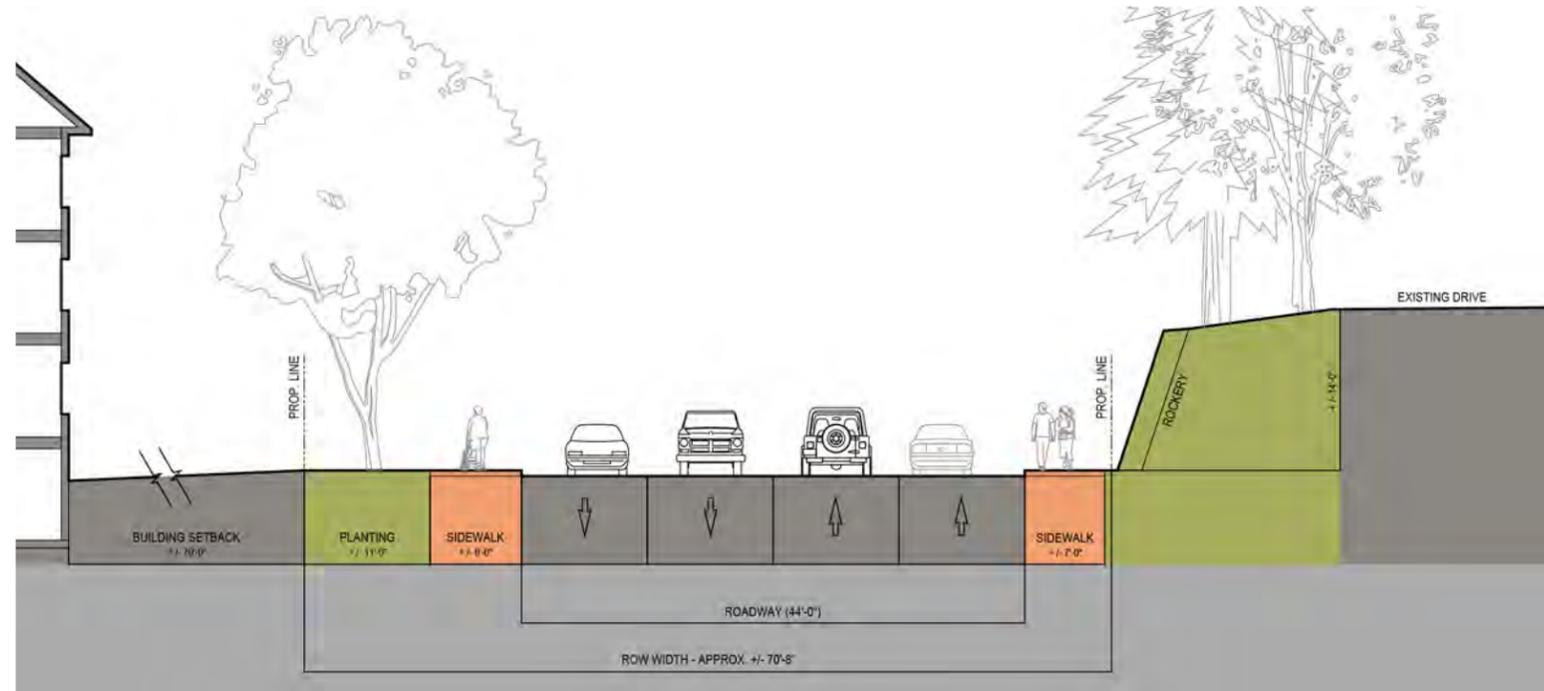


Autoturn Truck Route with New Entry (WB-50)

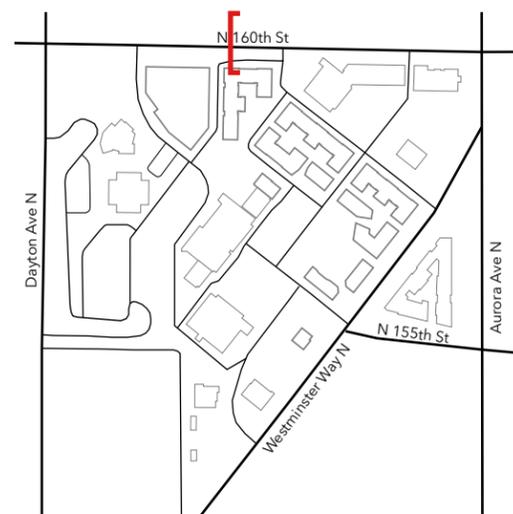
ROW FRONTAGE IMPROVEMENTS SECTIONS AT 160TH ST



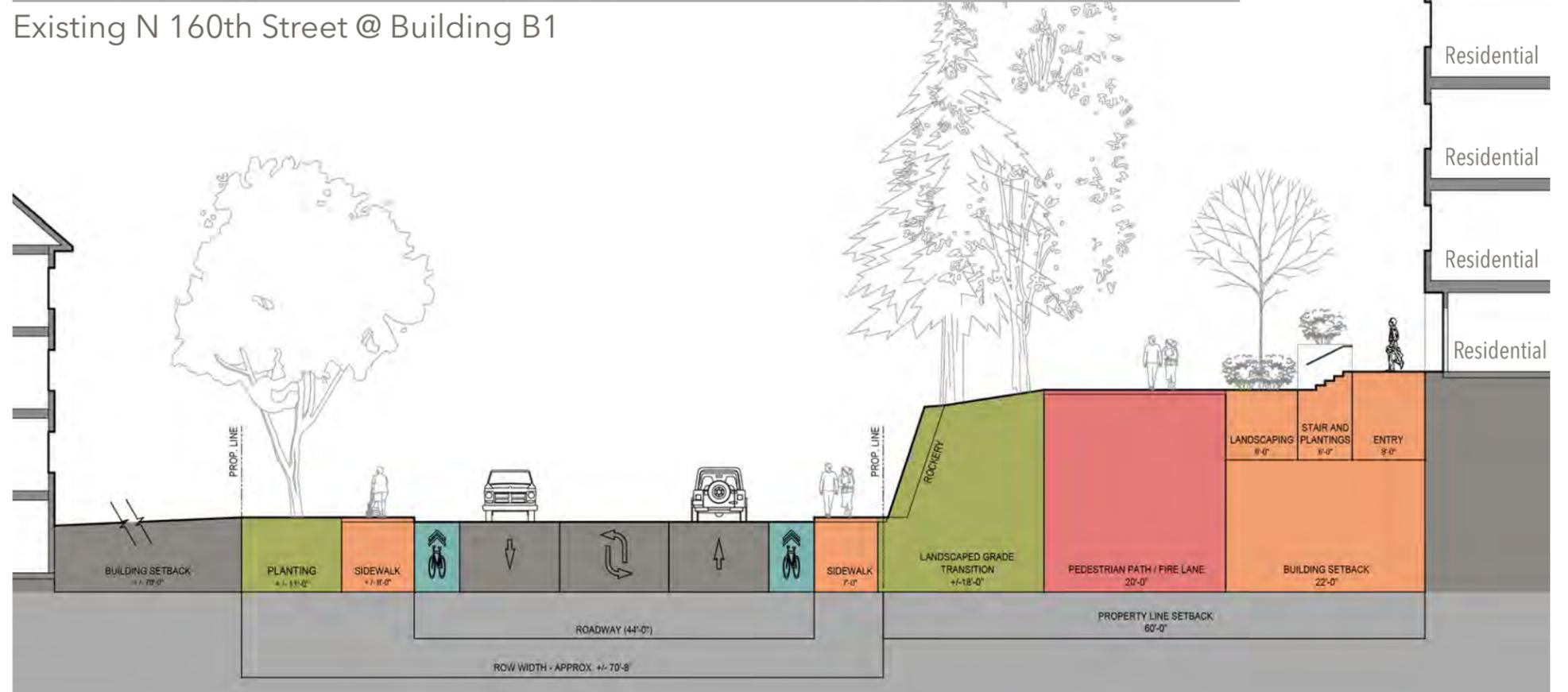
Existing N 160th Street looking East



Existing N 160th Street @ Building B1



Site Key



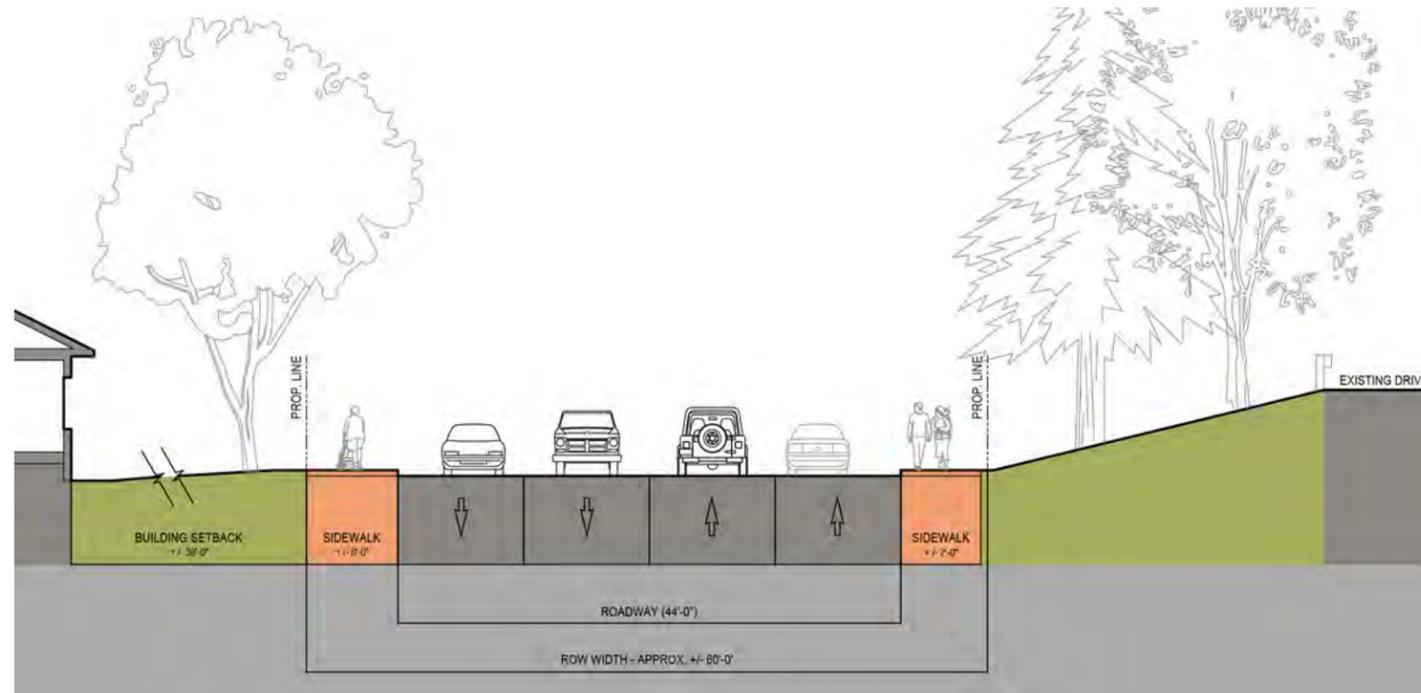
Proposed N 160th Street @ Building B1



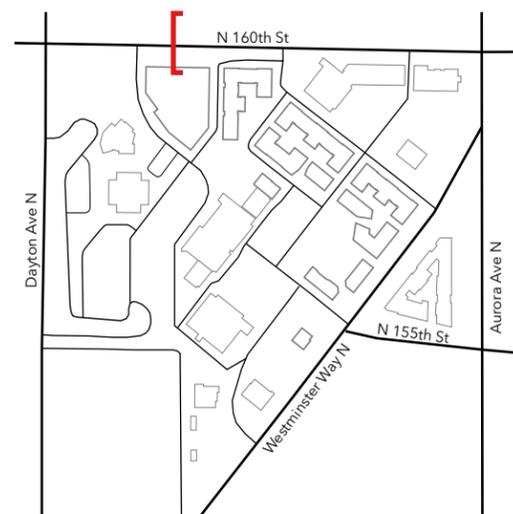
ROW FRONTAGE IMPROVEMENTS SECTIONS AT 160TH ST



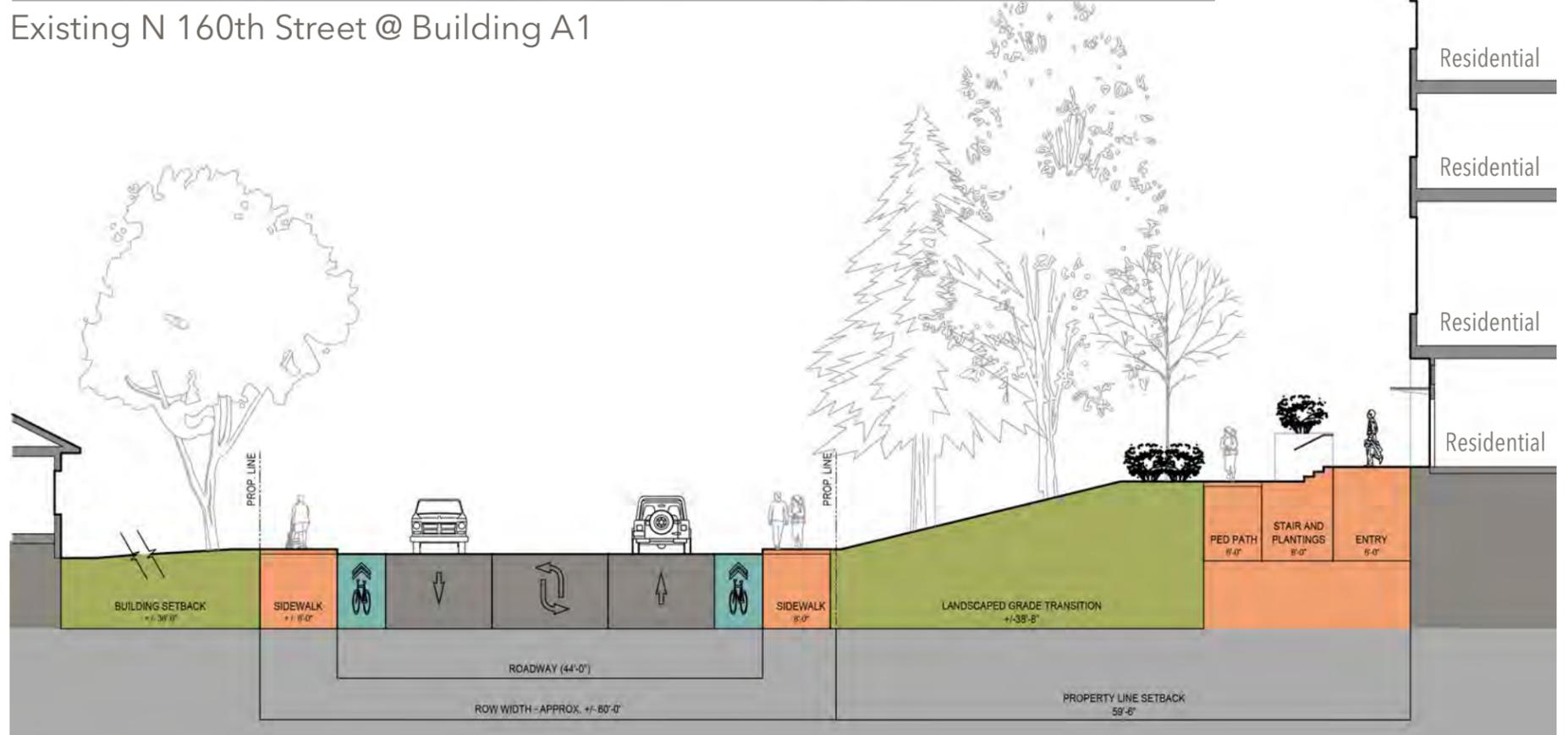
Existing Private Drive along 160th Looking East



Existing N 160th Street @ Building A1

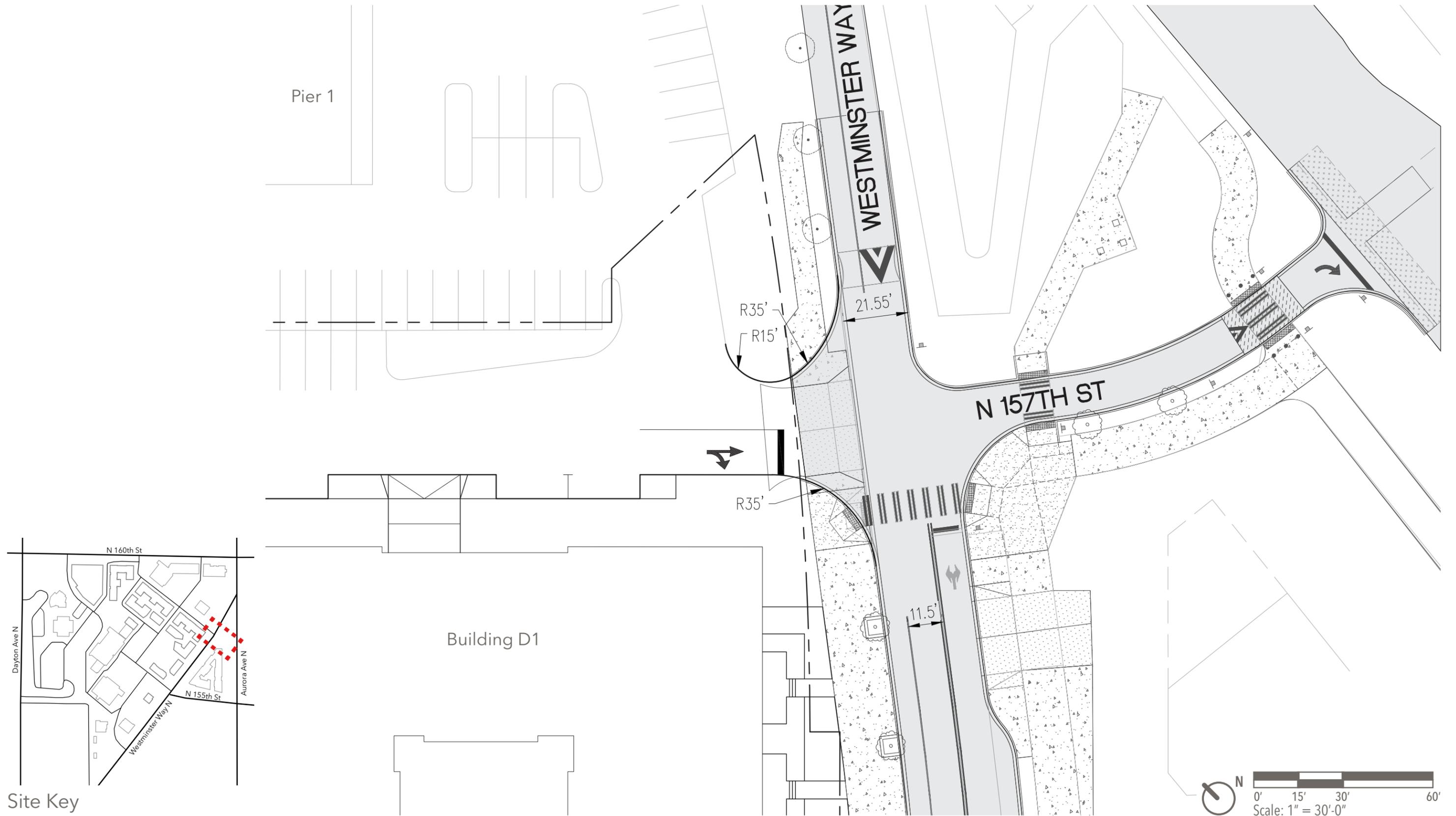


Site Key



Proposed N 160th Street @ Building A1

EXISTING ENTRY DRIVE AT N 157TH STREET & WESTMINSTER WAY

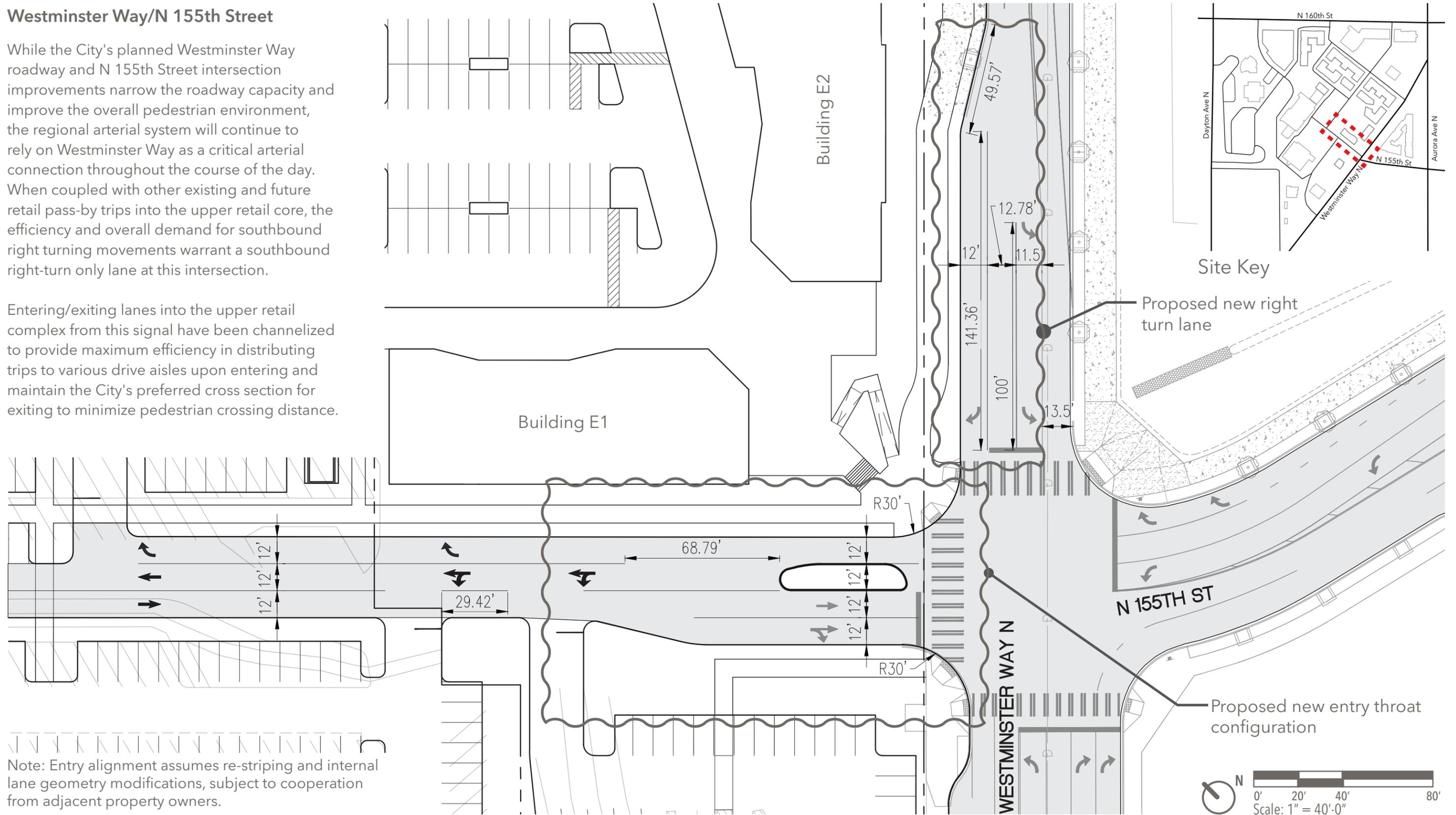


PROPOSED ENTRY MODIFICATIONS AT N 155TH STREET & WESTMINSTER WAY

Westminster Way/N 155th Street

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

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

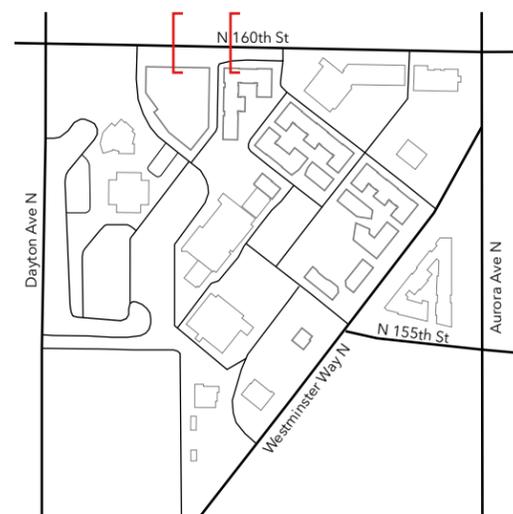


Note: Entry alignment assumes re-striping and internal lane geometry modifications, subject to cooperation from adjacent property owners.

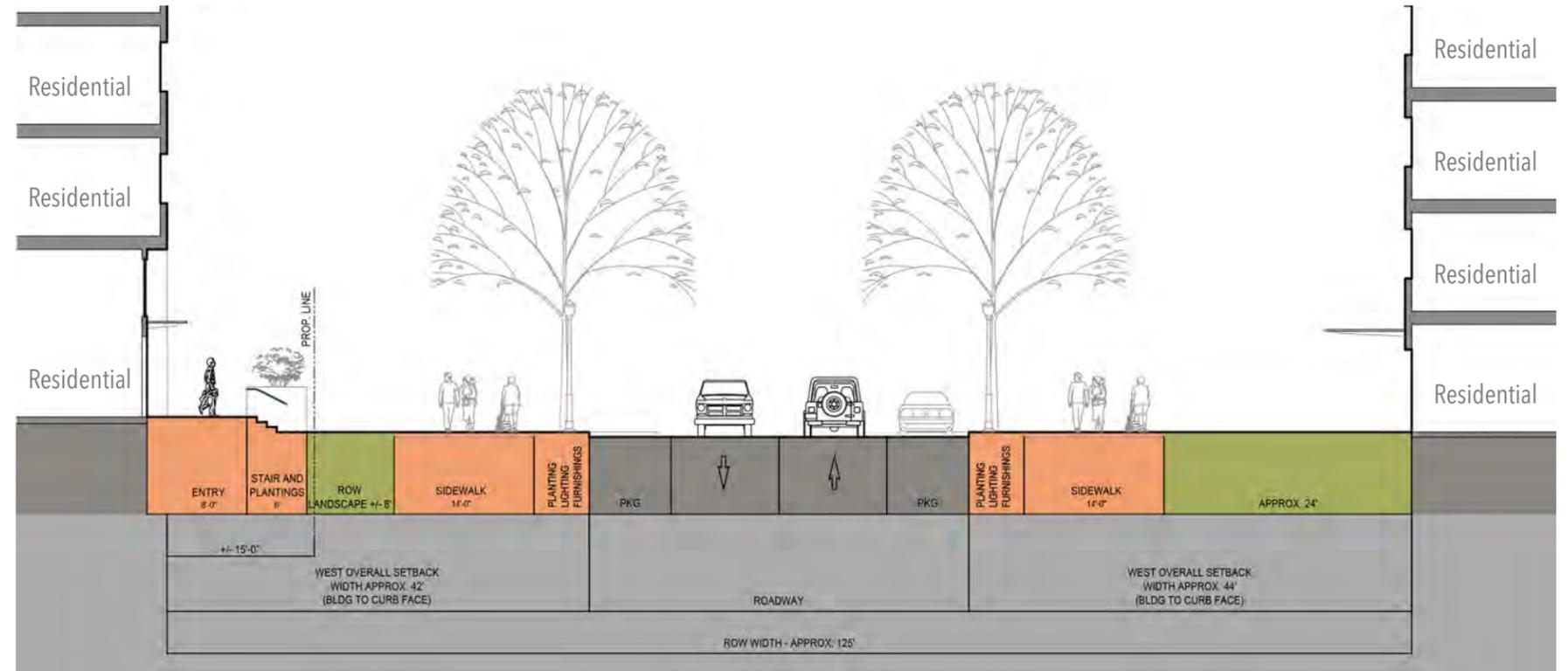
ROW FRONTAGE IMPROVEMENTS SECTIONS



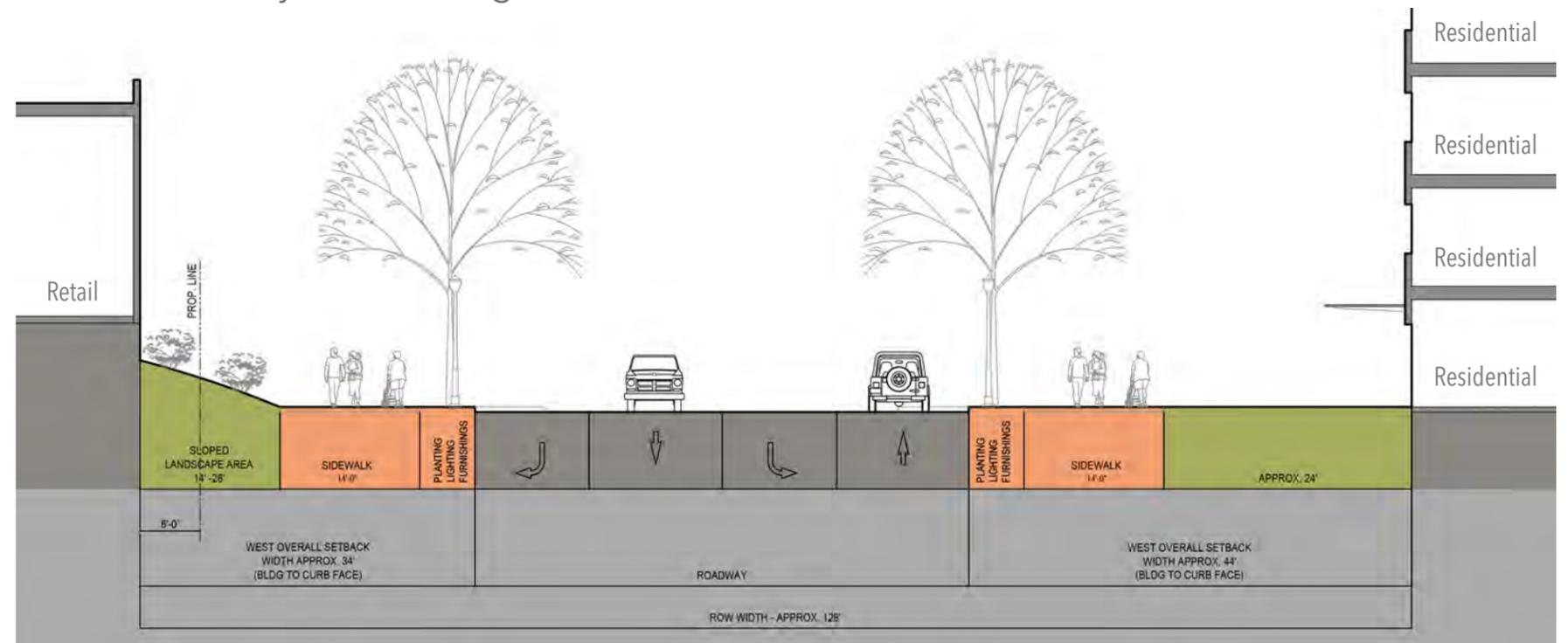
Existing Westminster Way N Looking East



Site Key



Westminster Way N @ Building D1



Westminster Way N @ Building E2

**Shoreline Place Development Agreement
Attachment A Exhibit 2(I) – Open Space System Operations & Maintenance Plan**

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

I. Introduction and Purpose

As a component of the Project, Developer agrees to construct and maintain approximately 3.142.94 acres of open space, including:

- The Central Plaza (East and West Plazas) is approximately 0.66 acres and will provide for informal active and passive recreation as well as more prescribed uses such as festivals, community gatherings, concerts or other event staging.
- The Community Open Space is approximately ~~0.90.7~~ acres and will have a park-like character and allow for active play and lounging. It will act as a pedestrian gateway from the more residential upper areas of the site to the retail core. An approximately 0.2 acre parking area will be located immediately adjacent to the Community Open Space. If this parking area is signed "Community Open Space Use only" it will be considered part of the Community Open Space.
- The Pedestrian Shared Street is approximately 0.7 acres and includes paths that will serve residents, visitors, pedestrians and cyclists as a web knitting the site together through a series of spaces allowing for moments of active and passive recreation including the Farmer's Market.
- The Westminster Way Plaza is approximately 0.49 acres and will provide a gateway from Westminster Way N. inviting people into the Open Space System. Wide open pedestrian paths create space for outdoor dining and gathering.
- The North Promenade is approximately 0.39 acres and will provide generous, wide spaces for bike and pedestrian circulation and opportunities for such features as rain gardens, environmental graphics, play structures, and exercise stations.

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

**Shoreline Place Development Agreement
Attachment A Exhibit 2(I) – Open Space System Operations & Maintenance Plan**

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

II. Open Space Guidelines

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

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

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

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

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

**Shoreline Place Development Agreement
Attachment A Exhibit 2(I) – Open Space System Operations & Maintenance Plan**

by others or obstructs access to Open Space Improvements, as determined in Developer's sole discretion.

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

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

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

**Shoreline Place Development Agreement
Attachment A Exhibit 2(I) – Open Space System Operations & Maintenance Plan**

Rules and Regulations

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

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

**Shoreline Place Development Agreement
Attachment A Exhibit 2(I) – Open Space System Operations & Maintenance Plan**

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

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

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

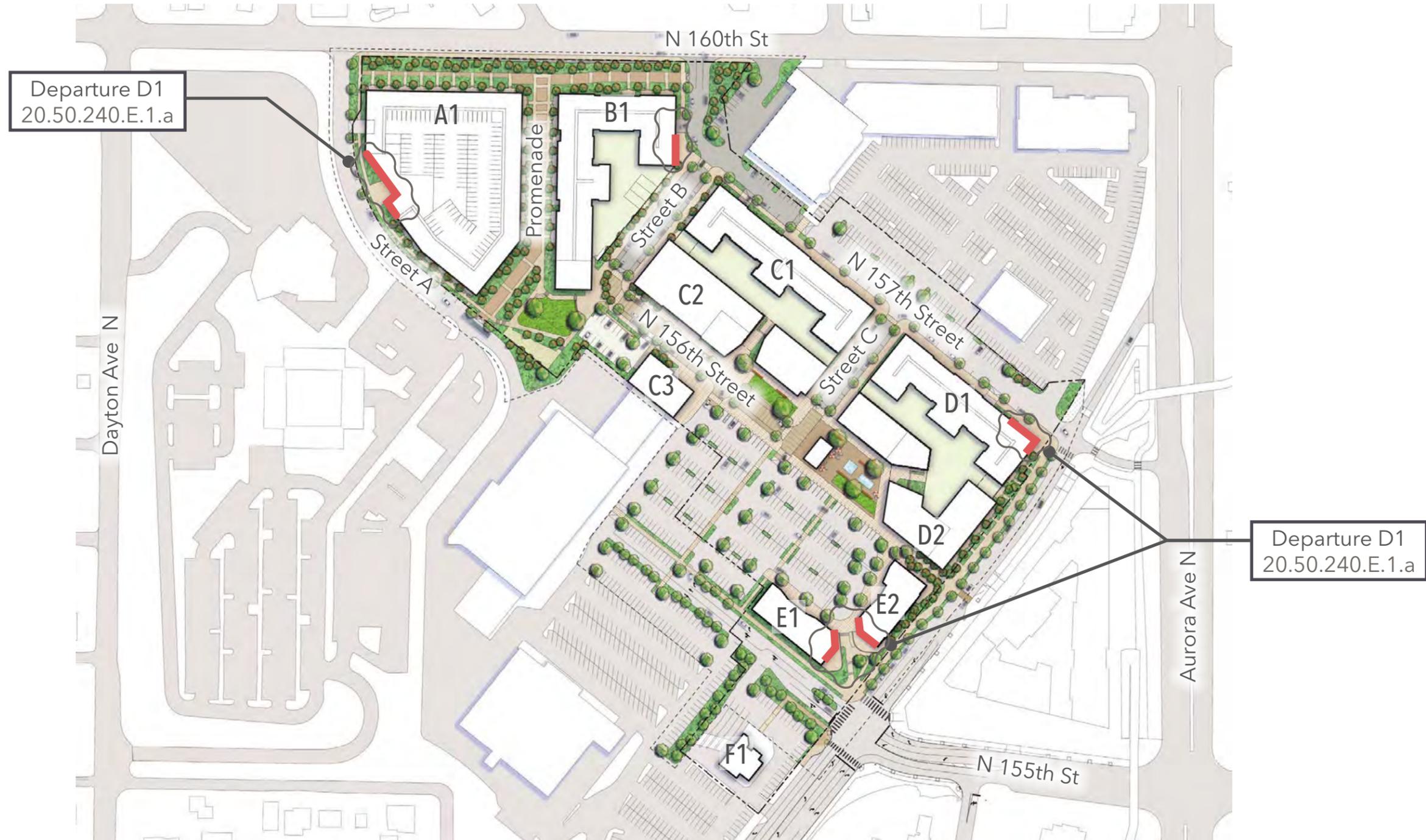
DEPARTURE REQUESTS

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

DEPARTURE REQUESTS

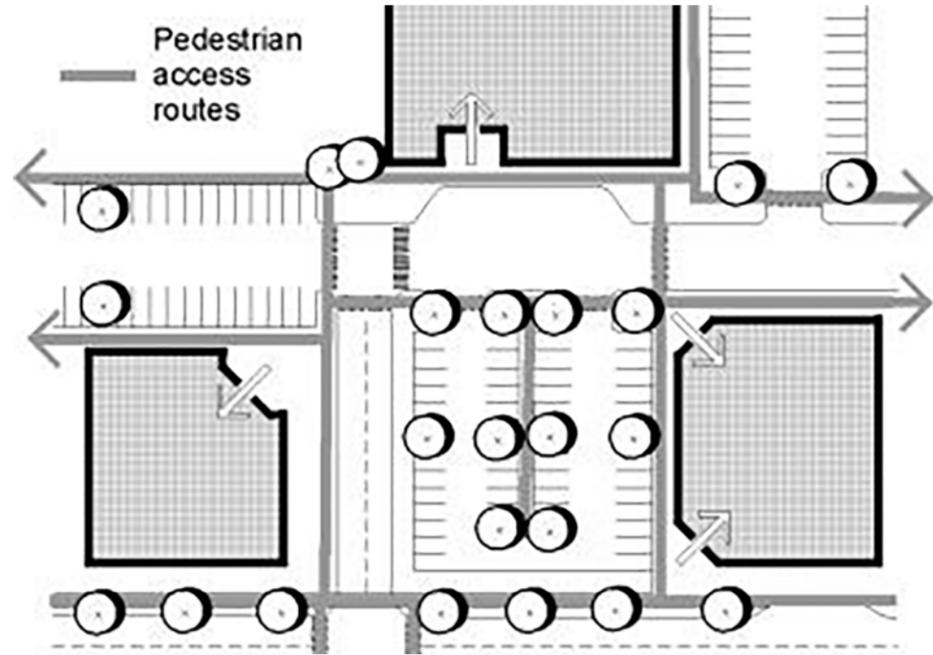
D7	20.50.250.B.3	Building Design - Building Articulation	<p>Provide the following articulation features at least every 35 feet of facade facing a street, park, public place, or open space. Parking structure facades fronting public streets shall apply to this subsection only as material, color, texture,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

DEPARTURE EXHIBITS

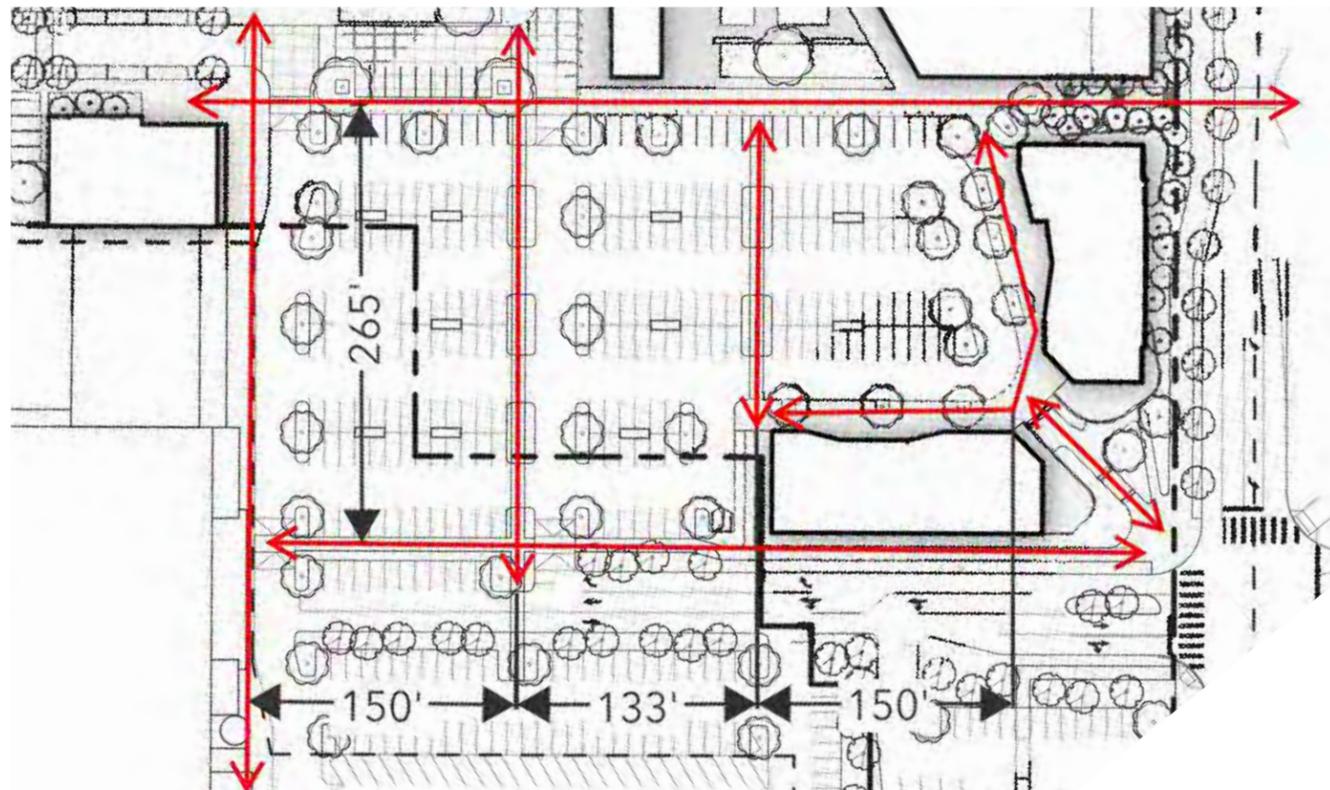


D1 -- Departure Request

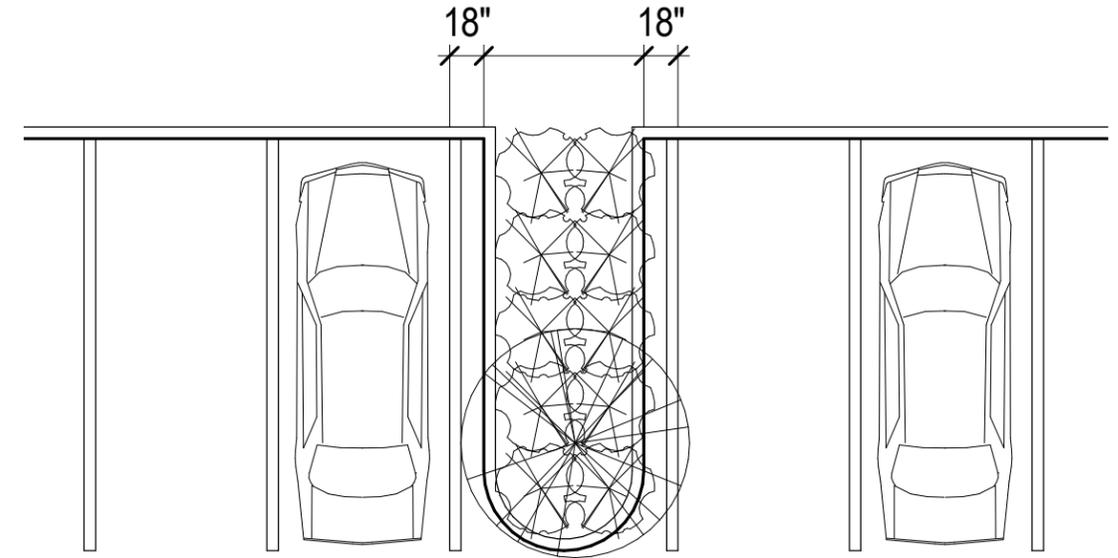
DEPARTURE EXHIBITS



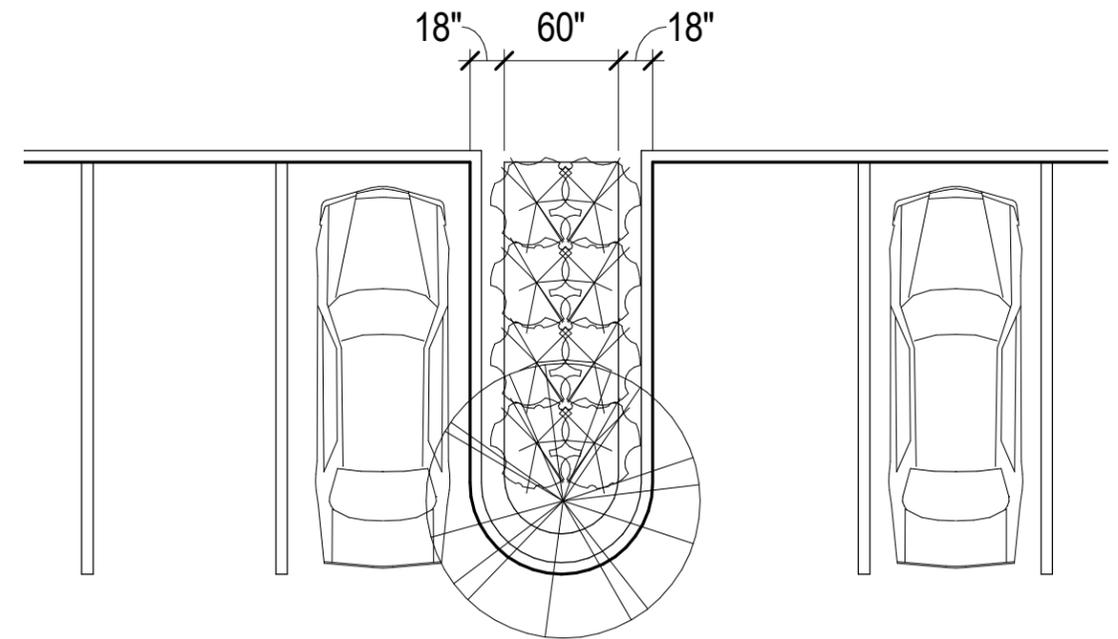
D3 -- Code Compliant Example



D3 --- Departure Request

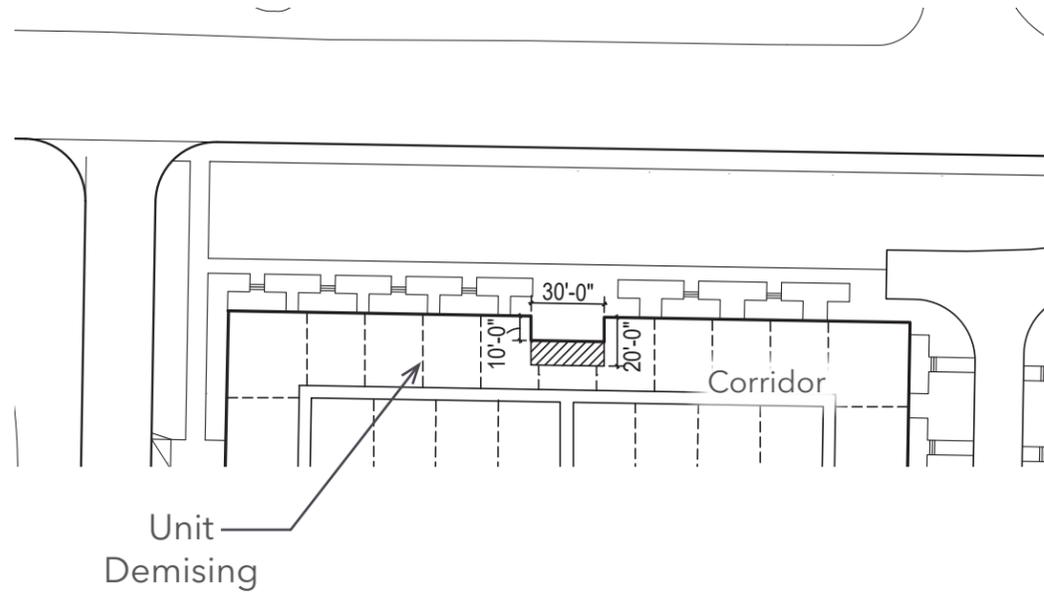


D4 -- Code Compliant Example

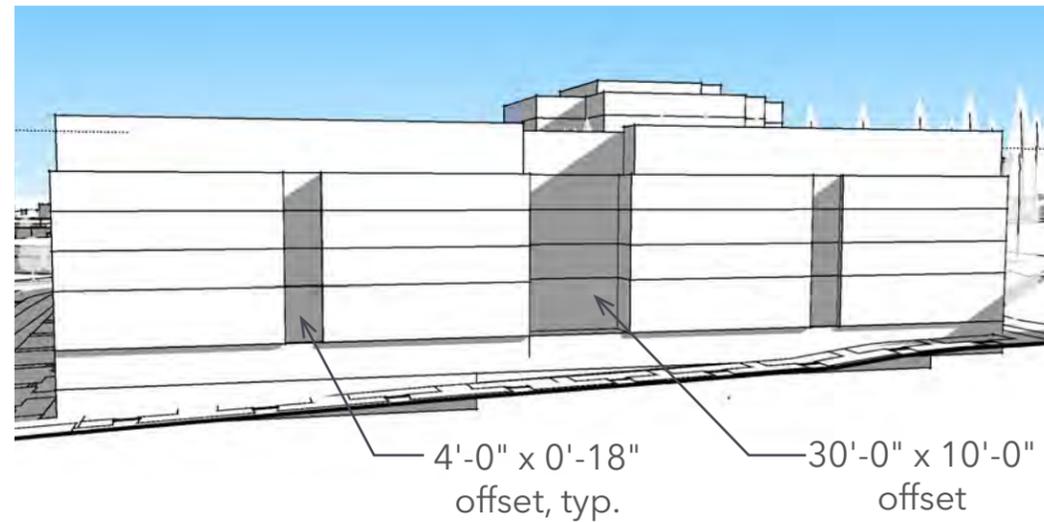


D4 --- Departure Request

DEPARTURE EXHIBITS



D8 --- Departure Request --- Plan



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



D7 --- Code Compliant Example



D7 --- Departure Request Example

Attachment A, Exhibit 2(K)

Shoreline Place Trip Generation Phasing Analysis Generic Schedule

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

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

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

Attachment A Exhibit 2(L)

Vested Provisions of SMC Title 20

Shoreline Municipal Code Title 20 Development Code

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

20.10 General Provisions

Entire Chapter 20.10.010-20.10.060

20.20 Definitions

Entire Chapter 20.20.010-20.20.060

20.30 Procedures and Administration

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

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

20.40 Zoning and Use Provisions

20.40.010 Purpose

20.40.020 Zones and map designations

20.40.040 Nonresidential zones

20.40.060 Zoning map and zone boundaries

Applicable Sections of Subchapter 2. Permitted Uses

20.40.100 Purpose

20.40.110 Use Tables

20.40.120 Residential uses

20.40.130 Nonresidential uses

20.40.140 Other uses

Subchapter 3. Index of Supplemental Use Criteria

Entire Subchapter 20.40.200-20.40.610

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

Subchapter 1. Dimensions and Density for Development

20.50.010 Purpose

20.50.020 Dimensional requirements.

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

20.50.021 Transition areas.

20.50.030 Lot width and lot area – Measurements

20.50.040 Setbacks – Designation and measurement

20.50.050 Building height – Standards

Subchapter 4. Commercial Zone Design

Entire Subchapter 20.50.220-20.50.250

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

Entire Subchapter 20.50.290-20.50.370

Subchapter 6. Parking, Access and Circulation

Entire Subchapter 20.50.380-20.50.440

Subchapter 7. Landscaping

Entire Subchapter 20.50.450-20.50.520

Subchapter 8. Signs

20.50.620 Aurora Square Community Renewal Area sign standards

Subchapter 9. Deep Green Incentive Program (DGIP)

Entire Subchapter 20.50.630

Chapter 20.60 Adequacy of Public Facilities

Entire Chapter 20.60.010-150

Chapter 20.70 Engineering and Utilities Development Standards

Entire Chapter 20.70.010-20.70.450

Chapter 20.80 Critical Areas

Entire Chapter 20.80.010-20.80.450

Chapter 20.100 Special Districts

20.100.020 Aurora Square Community Renewal Area (CRA)

PARK FEE CREDIT REQUIREMENTS

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

Land value per acre per July 2017 Rate Study	\$860,122
--	-----------

Discount Area	Public Space Component (Referred to as "Open Space" in SMC)	Acres(1, 2)	Credit(2, 3)	Cumulative Credit	Outstanding PIF Due
				\$0	\$3,643,514
Yes	"Community Open Space"	0.90 <u>0.7</u>	\$774,110 <u>\$602,805</u>	\$774,110 <u>\$602,805</u>	\$2,869,404 <u>\$3,040,709</u> <u>\$2,499,552</u>
Yes	East Plaza	0.43	\$369,852	\$1,143,962	<u>\$2,670,857</u> <u>\$2,301,724</u>
Yes	West Plaza	0.23	\$197,828	\$1,341,790	<u>\$2,473,029</u> <u>\$2,207,111</u>
Yes	Westminster Way Plaza	0.11	\$94,613	\$1,436,403	<u>\$2,378,416</u>

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

(1)(2) If the 0.2 acre parking area immediately adjacent to the Community Open Space is signed "Community Open Space Use only" it will be considered part of the Community Open Space and the area of the Community Open Space adjusted accordingly.

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

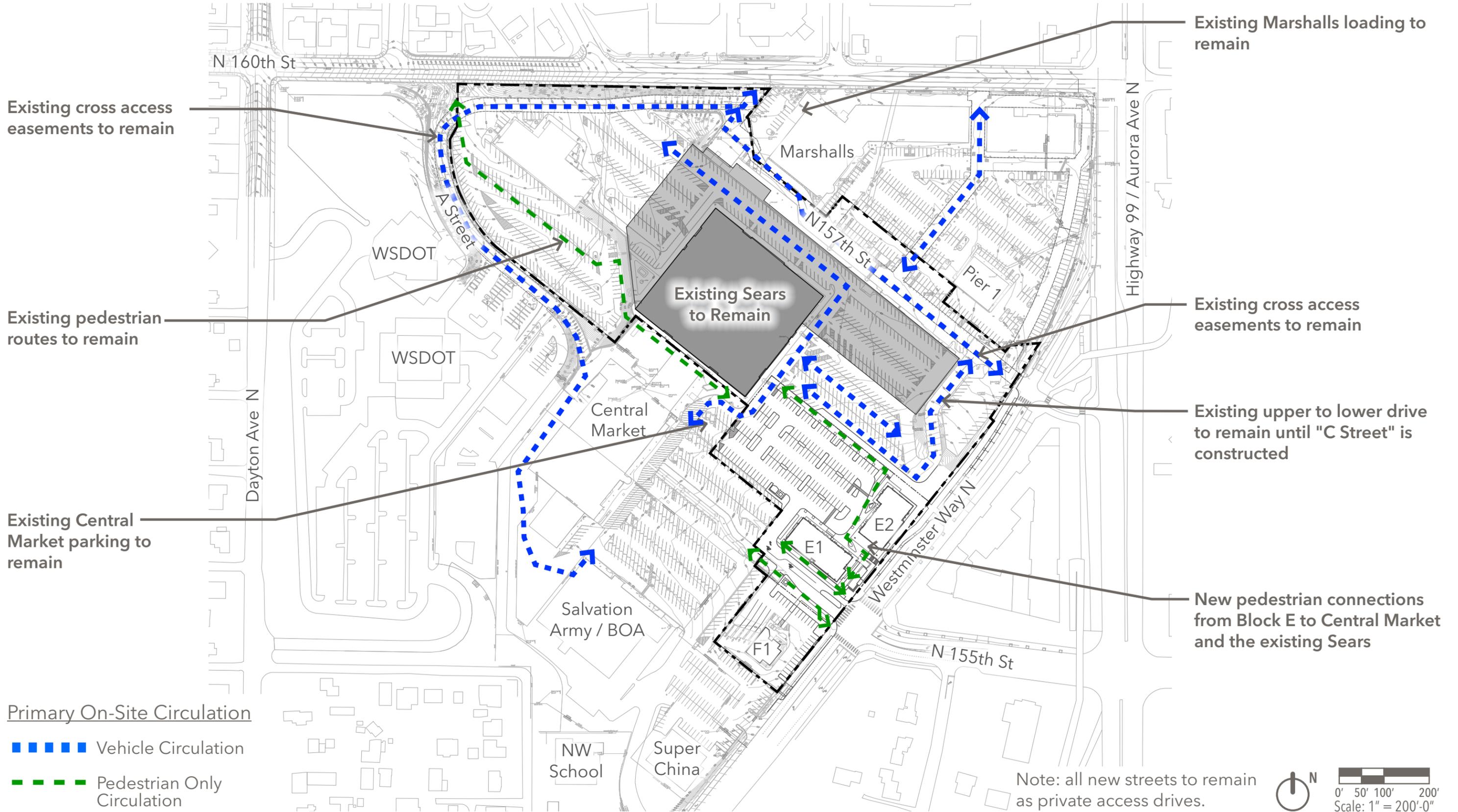
Discount Area	Public Space Component (Referred to as "Open Space" in SMC)	Requirements
Yes	"Community Open Space"	Provide park-like amenities including a playground and/or an off-leash area or similar type destination park amenity. Plus gathering space such as an amphitheater or sloped turf area. Wide planting areas to provide separation from vehicular and pedestrian thoroughfares. Should be landscaped with perimeter trees to preserve open feel and sightlines. Area should be conducive to small music or theater performances. Electrical service should be provided. At least one piece of free-standing public art. Include parking if it is signed for "Community Open Space" use only. Requires easement to access from B Street and/or 156 th .

Attachment A, Exhibit 2(M)

<p>Yes</p>	<p>Central Plaza (East and West Plazas)</p>	<p>Pedestrian only plaza. Landscaped for gatherings and events such as farmer's market, musical performances or art festivals. An interactive water feature that allows access to the water for small children and people with disabilities. Moveable outdoor seating. Public art as a stand-alone feature or incorporated throughout the plaza. The East Plaza should include play features for children. East and West Plaza should be visually integrated.</p>
<p>Yes</p>	<p>Westminster Way Plaza – area at 155 and Westminster.</p>	<p>Pedestrian only, terraced plaza. Signature art feature that relates to the Interurban Trail and bridges.</p>

EXHIBIT N

PHASE-01 CIRCULATION



Primary On-Site Circulation

- ■ ■ ■ ■ Vehicle Circulation
- ■ ■ ■ ■ Pedestrian Only Circulation

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



EXHIBIT O BLOCK PLAN & REQUIRED IMPROVEMENTS PER PHASE

Block A:

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

Block B:

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

Block F:

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

1st Building permit for a residential building:

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

Block C:

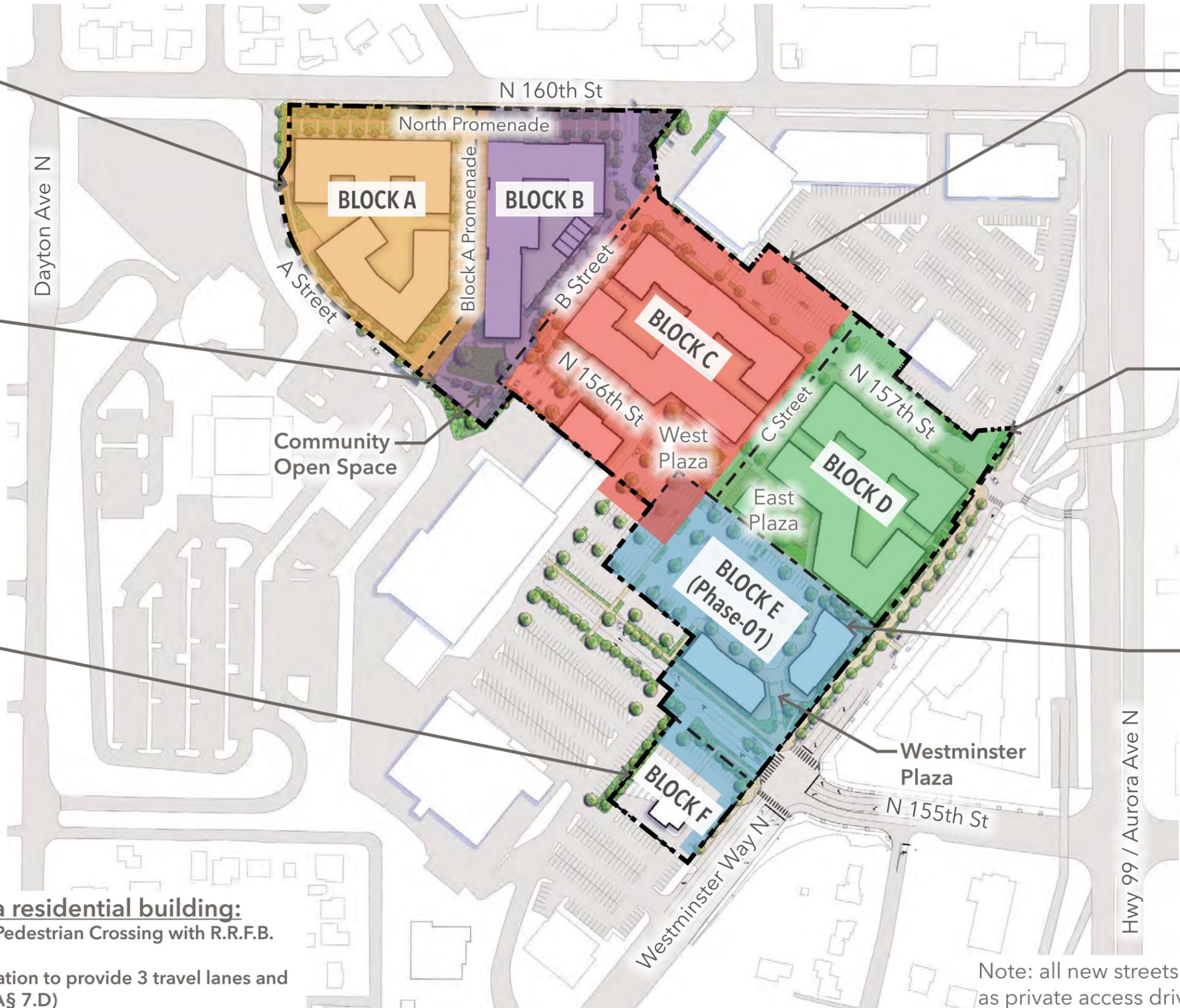
- Community Open Space. (if precedes Block B). (DA§ 5.B)
- West Plaza. (DA§ 5.B)
- Pedestrian Shared Street. (DA§ 5.B)
- N. 157th Street and bike sharrow from 160th St to Westminster Way. (if precedes Block D).
- B Street. (if precedes Block B). (DA§ 8).

Block D:

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

Block E:

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



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



Attachment B

Proposed Modifications to Planning Commission Recommendation for the Shoreline Place Development Agreement

Note: Page and Paragraph references are to the Development Agreement and Exhibits attached to the Planning Commission's Recommendation

Shoreline Place Development Agreement

- **Page 1, Recital 6**

Change the acre of publicly assessible open space from 3.14-3.47 acres to 2.94-3.47 acres

- **Page 3, Recital 10**

Change the range of exhibits from A – M to A – O

- **Page 6-7, Paragraph 5(A) Commercial, Retail and Restaurants**

Amend 4th sentence to read (new language underlined):

The Project shall include a minimum of 55,985 square feet of commercial uses, with the first phase including approximately 17,000 square feet of commercial space for such uses as a café, brew pub, restaurant and dessert shops clustered around the Open Space System and connecting to Westminster Way.

- **Page 7, Paragraph 5(C) Westminster Way Connection**

Amend 1st sentence to read (deleted language in strikethrough):

The City has identified Westminster Way as a key component of the CRA and, ~~in connection with the Alexan project,~~ is investing City resources towards the creation of a more pedestrian-friendly environment.

- **Page 9, Paragraph 7(D) Transportation Improvements**

Amend last sentence to read (new language underlined, deleted language in strikethrough):

The rechannelization shall be required as a condition of issuance of ~~provided at~~ the first building permit for a residential building.

- **Page 10, Paragraph 8(F) On-Site Motorized and Non-Motorized**

Amend to read (new language underlined, deleted language in strikethrough):

With each ~~building~~ permit application for (i) demolition of a structure or portion of a structure or ~~(ii) application for~~ a new structure, Developer shall demonstrate how vehicular and truck access from N. 160th Street to Westminster Way will be provided.

- **Page 11, Paragraph 9(A)(ii) Open Space System/City Parks**

Amend to read (new language underlined, deleted language in strikethrough):

ii. The Community Open Space is approximately ~~0-90.7~~ acres and will have a park-like character and allow for active play and lounging. It will act as a pedestrian gateway from the more residential upper areas of the site to the retail core. The Developer shall provide an approximately 0.2 acre parking area immediately adjacent to the Community Open Space. If this parking area is signed “Community Open Space Use only” it will be considered part of the Community Open Space and may qualify for a park impact fee credit pursuant to Subsection 18.C, Parks Impact Fee Credit.

- **Page 13, Paragraph 12(D) Parking**

Amend the asterisk (*) note to Table 20.50.410(F) read (new language underlined, deleted language in strikethrough):

*For company stalls only. No more than 25 ~~50~~ percent of the required minimum number of parking stalls may be compact spaces.

- **Page 14, Paragraph 16 Public Benefits**

Amend last sentence to read (new language underlined):

The City will not request or require any additional public benefits as part of the Project so long as the application is consistent with the Agreement and the Developer is not seeking (i) application of a Code Amendment pursuant to Section 17, Vesting, in which case Developer must demonstrate that application of the Code Amendment would provide a benefit equal to or greater than the benefit that would be provided by application of the Vested Code Provision; or (ii) a major amendment pursuant to Section 33, Amendment of Agreement.

- **Page 15, Paragraph 17(C) Vesting**

Amend to read (new language underlined):

C. Due to the length of the vesting term, the Parties understand that allowing some future amendments to Vested Code Provisions to apply to the Project may provide public and Developer benefit. The Parties recognize that neither Party is prescient enough to anticipate all of the potential changes in technology or Developer's business needs, lease matters, construction techniques, economic cycles or architectural design that may occur during the vesting period. The City may advise Developer of Code Amendments that the City would like the Developer to consider. The Developer, in its sole discretion, may request and City may allow application of Code Amendments to Conceptual Guide Plan projects, including but not limited to changes in parking regulations. For example, technologies related to parking (autonomous vehicles, ride-share enhancements, etc.) may change resulting in a decreased parking demand in the Project from that currently required. The City may approve the use of such amended Code provisions administratively only if it determines the following criteria are met:

- **Page 15, Paragraph 17(C)(iv) Vesting**

Amend to read (new language underlined):

The City concludes that application of the Code Amendment provides an overall benefit to the public equal to or greater than the benefit that would be provided by application of the Vested Code Provision.

- **Page 20-21, Paragraph 33(B) Amendment to Agreement**

- Amend to change subsections from numbered sequence to lower case Roman numerals.
- Amend to include three (3) additional types of Major Amendments (new language underlined):

viii. An amendment to the Supplemental Site Design Guidelines, Exhibit F;

ix. Addition of parcels adjacent to the Property and/or within the CRA to the Agreement, pursuant to Section 34, Additional Parcels; or

x. An amendment to Section 5.A, Commercial, Retail, and Restaurants.

- **Page 21, Paragraph 34 Additional Parcels**

Amend to read (new language underlined, deleted language in strikethrough):

34. Additional Parcels. In the event that Developer acquires additional parcels adjacent to the Property and/or within the CRA, Developer may apply to have the additional parcels made subject to this Agreement as a major ~~minor~~ amendment ~~and the Project elements adjusted accordingly so long as the proposed uses of the additional parcels are consistent with the Planned Action and do not cause an exceedance of the~~

~~CRA Trip Budget. All other terms and conditions of the Approvals would apply. The Parties intend that such an amendment build upon the substantial body of policy and technical analysis developed in connection with this Agreement.~~

Exhibits to Development Agreement (Modifications based on above)

- **Exhibit E Open Space Calculations – Site**

Amend the Table shown on Page 1 to read (new language underlined, deleted language in strikethrough):

REQUIRED OPEN SPACE SUMMARY	
PROMENADE NORTH	0.39 AC
COMMUNITY OPEN SPACE	0.90 <u>0.70*</u> AC
WEST PEDESTRIAN SHARED STREET	0.39 AC
EAST PEDESTRIAN SHARED STREET	0.31 AC
WEST PLAZA	0.23 AC
EAST PLAZA	0.43 AC
WESTMINSTER WAY PLAZA	<u>0.49 AC</u>
TOTAL	3.14 <u>2.94</u> AC
ADDITIONAL OPEN SPACE	
BLOCK A PROMENADE	<u>0.33 AC</u>
TOTAL	3.47 <u>3.27</u> AC

Add an asterick (*) to the bottom of Page 1 to read (new language underlined):

*COMMUNITY OPEN SPACE MAY INCLUDE ADJACENT 0.2 AC PARKING AREA IF SIGNED “COMMUNITY OPEN SPACE” USE ONLY (FOR A TOTAL OF 0.9 AC)

- **Exhibit I Open Space Operations & Maintenance Plan**

Amend the first sentence of Section I Introduction and Purpose to read (new language in underline, deleted language in strikethrough):

As a component of the Project, Developer agrees to construct and maintain approximately ~~3.14~~ 2.94 acres of open space, including:

Amend the 2nd bulleted paragraph of Section I Introduction and Purpose to read (new language in underline, deleted language in strikethrough):

- The Community Open Space is approximately ~~0.90~~0.7 acres and will have a park-like character and allow for active play and lounging. It will act as a pedestrian gateway from the more residential upper areas of the site to the retail core. An approximately 0.2 acre parking area will be located immediately adjacent to the Community Open Space. If this parking area is signed “Community Open Space Use only” it will be considered part of the Community Open Space.

Amend the 4th bulleted paragraph of Section I Introduction and Purpose to create two separate bulleted paragraph; no text has been modified:

- ~~The Westminster Way Plaza is approximately 0.49 acres and will provide a gateway from Westminster Way N. inviting people into the Open Space System. Wide open pedestrian paths create space for outdoor dining and gathering. The North Promenade is approximately 0.39 acres and will provide generous, wide spaces for bike and pedestrian circulation and opportunities for such features as rain gardens, environmental graphics, play structures, and exercise stations.~~
- The Westminster Way Plaza is approximately 0.49 acres and will provide a gateway from Westminster Way N. inviting people into the Open Space System. Wide open pedestrian paths create space for outdoor dining and gathering.
- The North Promenade is approximately 0.39 acres and will provide generous, wide spaces for bike and pedestrian circulation and opportunities for such features as rain gardens, environmental graphics, play structures, and exercise stations.

- **Exhibit M Shoreline Place Open Space Potential Credit Calculations**

Amend Table and Notes to read (new language in underline, deleted language in strikethrough):

Discount Area	Public Space Component (Referred to as “Open Space” in SMC)	Acres (1, <u>2</u>)	Credit (2 <u>3</u>)	Cumulative Credit	Outstanding PIF Due
				\$0	\$3,643,514
Yes	“Community Open Space”	0.90 <u>0.70</u>	\$774,110 <u>\$602,805</u>	\$774,110 <u>\$602,805</u>	\$2,869,404 <u>\$3,040,709</u>
Yes	East Plaza	0.43	\$369,852	\$1,143,962	\$2,499,552 <u>\$2,670,857</u>
Yes	West Plaza	0.23	\$197,828	\$1,341,790	\$2,301,724 <u>\$2,473,029</u>
Yes	Westminster Way Plaza	0.11	\$94,613	\$1,436,403	\$2,207,111 <u>\$2,378,416</u>

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

(2) (1) If the 0.2 acre parking area immediately adjacent to the Community Open Space is signed "Community Open Space Use only" it will be considered part of the Community Open Space and the area of the Community Open Space adjusted accordingly.

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

**Attachment C – Development Agreement Decision Criteria
Analysis and Staff Recommendation**

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

**Attachment C – Development Agreement Decision Criteria
Analysis and Staff Recommendation**

	<p><u>Community Design:</u></p> <ul style="list-style-type: none">• Goal CD I (promote community... redevelopment that is aesthetically pleasing, functional, and consistent with the City’s vision).• Goal CD II (design streets to create a cohesive image, including continuous pedestrian improvements that connect to the surrounding neighborhoods).• Goal CD III (expand on the concept that people using places and facilities draw more people).• Policy CD1 (encourage building design that creates distinctive places in the community).• Policy CD3 (encourage commercial, mixed-use, and multi-family development to incorporate public amenities, such as public and pedestrian access, pedestrian-oriented building design, mid-block connections, public spaces, activities, and solar access).• Policy CD5 (encourage architectural elements that provide protection from the weather).• Policy CD18 (preserve, encourage, and enhance open space as a key element of the community’s character).• Policy CD20 (provide public spaces of various sizes and types throughout the community).• Policy CD21 (design public spaces to provide amenities and facilities such as seating, lighting, landscaping, kiosks, and connections to surrounding uses and activities that contribute to a sense of security).• CD24 (encourage building and site design to provide solar access, and as well as protection from weather).• CD27 (where appropriate and feasible, provide lighting, seating, landscaping and other amenities for sidewalks, walkways, and trails).• CD30 (provide pedestrian gathering spaces to unify corners of key intersections involving principal arterials). <p><u>Housing:</u></p> <ul style="list-style-type: none">• Goal H I (provide sufficient development capacity to accommodate the 20-year growth forecast and promote other goals, such as creating demand for transit and local businesses through increased residential density along arterials; and improved infrastructure, like sidewalks and stormwater treatment, through redevelopment).• Policy H3 (encourage infill development on vacant or underutilized sites). <p><u>Transportation:</u></p> <ul style="list-style-type: none">• Goal T III (provide a pedestrian system that is safe, and connects to destinations, accesses transit, and is accessible by all).• Policy T22 (prioritize construction of sidewalks, walkways, and trails. Pedestrian facilities should connect to destinations, access transit, and be accessible by all).• Policy T49 (expand the city’s pedestrian network). <p><u>Economic Development:</u></p> <ul style="list-style-type: none">• Goal ED I (maintain and improve the quality of life in the community by increasing employment opportunities; supporting businesses that provide goods and services to local and regional populations; ... complementing community character).• Goal ED II (promote retail... activity to diversify sources of revenue and expand the employment base).
--	--

**Attachment C – Development Agreement Decision Criteria
Analysis and Staff Recommendation**

	<ul style="list-style-type: none"> • Goal ED VII (encourage multi-story buildings for efficient land use). • Goal ED VIII (promote and support vibrant activities and businesses that grow the local economy). • Policy ED6 (reinvigorate economically blighted areas in Shoreline by establishing <i>Community Renewal Areas</i> with associated renewal plans). • Policy ED7 (enhance existing neighborhood shopping and community nodes to support increased commercial activity, neighborhood identity, and walkability). • Policy ED12 (revitalize commercial business districts and encourage high-density mixed-use in these areas). • Policy ED 14 (encourage a mix of businesses that complement each other and provide variety to the community to create activity and economic momentum). • Policy ED 32 (support farmers market). <p><u>Parks, Recreation & Open Space:</u></p> <ul style="list-style-type: none"> • Policy 1.2 (provide a variety of indoor and outdoor gathering places for recreational and cultural activities). • Policy 1.3 (plan for, acquire and develop land for new facilities to meet the need of a growing population). • Goal PR II (provide community-based recreation and cultural programs that are diverse and affordable). • Goal PR III (meet the parks, recreation and cultural service needs of the community by equitably distributing resources). • Policy 3.3 (equitably distribute facilities and program offerings based on identified need). • Policy 3.4 (identify unserved and underserved populations with unmet recreation and cultural needs). • Policy 4.2 (seek partners and planning, enhancement and maintenance of facilities and programs). • Policy 4.4 (engage and partner with the business community to create public open space in private development). <p>In addition to re-channelizing N. 160th Street to provide bicycle lanes, as illustrated on page 105 of the Conceptual Guide Plan, bicycle circulation through the Project site will be accommodated for advanced/commuter riders along the northern property boundary and N. 157th Street in a sharrow lane. Other bicycle circulation through the site for residents, children and recreational bicyclists will be provided through a wide multipurpose raised sidewalk. These elements of the Project implement the following Comprehensive Plan Goals and Policies:</p> <ul style="list-style-type: none"> • Land Use Goal LU II (establish land use patterns that promote walking, biking and using transit to access goods, services, education, employment, recreation). • Transportation Goal T II (develop a bicycle system that is connective, safe, and encourages bicycling as a viable alternative to driving). • Transportation Goal T VI (encourage alternative modes of transportation to reduce the number of automobiles on the road, promote a healthy city, and reduce carbon omissions).
--	--

**Attachment C – Development Agreement Decision Criteria
Analysis and Staff Recommendation**

	<ul style="list-style-type: none">• Transportation Policy T6 (support and promote opportunities and programs so residents have options to travel ... using modes other than single-occupancy vehicles).• Transportation Policy T 50 (prioritize projects that complete the city’s bicycle networks).• Economic Development Policy ED2 (promote non-motorized connections between commercial businesses, services, and residential neighborhoods). <p>The Developer will provide a mid-block crossing on N. 160th Street which implements Transportation Policy T 23 (design crossings that are appropriately located and provide safety and convenience for pedestrians).</p> <p>The City has approved a deviation to allow the N. 160th Street ADA accessible pedestrian facility to be located on the Property, allowing the Developer to retain the trees adjacent to the N. 160th right-of-way. Retention of these trees is consistent with Policy CD 16 (where feasible, preserve significant trees and mature vegetation); and Policy NE 19 (minimize removal of healthy trees).</p> <p>As discussed in response to Criterion 5, the proposed development utilizes a variety of strategies to respond to the residentially zoned areas across N. 160th Street. These strategies implement the following Housing Goals and Policies:</p> <ul style="list-style-type: none">• Goal H V (integrate new development with consideration to design and scale that complements existing neighborhoods and provides effective transitions between different uses and intensities).• Policy H 23 (assure that site, landscaping, building, and design regulations create effective transitions between different land uses and densities). <p>On-site stormwater management will implement:</p> <ul style="list-style-type: none">• Land Use Policy LU69 (design, locate and construct surface water facilities to promote water quality).• Natural Environment Goal NE VI (manage the stormwater system through the preservation of natural system and structural solutions in order to protect water quality).• Natural Environment Goal NE VII (continue to require that natural and on-site solutions, such as infiltration and rain gardens be proven infeasible before considering engineered solutions, such as detention). <p>As explained in response to Criterion 3, the Project satisfies the City’s concurrency standards and is consistent with Transportation Policy T 44 (adopted Level of Service D).</p> <p>As explained in response to Criteria 3 and 4, there is sufficient capacity and infrastructure (roads, sidewalks, bike lanes) to meet the City’s adopted level of service standards and sufficient capacity within public services (water, sewer and stormwater) to adequately serve the</p>
--	--

**Attachment C – Development Agreement Decision Criteria
Analysis and Staff Recommendation**

	<p>development proposal in all future phases. Consequently, the Project satisfies Capital Facilities Goal CF II (ensure the capital facilities and public services necessary to support... new development is available, concurrent with locally adopted levels of service and in accordance with Washington State Law).</p> <p>As detailed in Section 11 of the Development Agreement, an existing City stormwater line is located on the Property adjacent to the Westminster Way N. right-of-way. The Developer will relocate the City stormwater line from the Property to the Westminster Way N. right-of-way in a coordination with the Alexan project. Relocation of the stormwater line is consistent with Utilities Policy U7 (encourage the co-location or joint use of trenches... so that utilities may encourage expansion, maintenance, undergrounding, and upgrading of facilities with the least amount of disruption to the community or of service delivery).</p>
<p><i>STAFF ANALYSIS AND RECOMMENDATION ON DEVELOPMENT AGREEMENT CRITERION No. 1</i></p>	<p>The proposed development is strongly supported by the City’s 2012 Comprehensive Plan. Vision 2029, developed in 2009, was the City’s long-range vision that is the basis of the Framework Goals and the goals and policies of the Land Use, Community Design, Housing, Economic Development, and Capital Facilities elements. In general, these goals and policies support quality development, functionality, walkability, high density, business-friendly environment, mixed development with more pedestrian/ public spaces and activities, new businesses and employers, and economic growth. More explicitly, two policies promote a vision, strategy for mixed uses in Aurora’s retail centers and a master planned, sustainable, life-style center at Aurora Square.</p> <p>Community Renewal Area Plan The Community Renewal Area Plan is not a subarea plan. However, we review it here because it functions like a subarea plan because it is an adopted plan and gives statements that provide vision, goals and policies that become a framework for implementation (Attachment C). The Community Renewal Area Plan contains a vision and a variety of development possibilities and activities for the area that were intended to incentivize rather than restrict or dictate future development uses. Some of these aspirational uses included entertainment/media sound stages and office space.</p> <p>The CRA was advanced through the Planned Action Ordinance which provided environmental analysis to further incentivize redevelopment and provide clarity and flexibility for a redevelopment process.</p> <p>While the proposed DA from MGP does not meet all the goals discussed within the CRA, the MGP property only accounts for one quarter of the CRA land area and other properties may still help meet some of the other goals in the CRA. The CRA suggests that the MGP proposal meets the following goals as underlined below:</p> <ul style="list-style-type: none"> ❖ <i>City-Led Renewal Projects - <u>Planned Action, traffic analysis, low-impact development, coordinated signage, developer agreements, a sound stage, and infrastructure improvements.</u></i> ❖ <i>Public-Private Renewal Projects - <u>incentives for investment and joint efforts.</u></i>

**Attachment C – Development Agreement Decision Criteria
Analysis and Staff Recommendation**

- ❖ *Transform Westminster Way - into an attractive, pedestrian friendly street that connects the triangle parcel (Alexan) and the shopping center.*
- ❖ *Create an Eco-District – for facilities and infrastructure to treat stormwater or wastewater, clean power and other environmental goals.*
- ❖ *Integrate into the Context – Connect with sidewalks. Signage, entrances to be connected to the large area, Aurora Avenue, Rapid Ride, and the Interurban Trail.*
- ❖ *Establish a Vibrant Center – Create place-making where there is interest, activities, restaurants, public art, etc.*
- ❖ *Reinvent the Sears Building – Consider using the building for adaptive reuse.*
- ❖ *Construct Internal Connections – Construction of multiple ways for multi-modal interaction to encourage shoppers to stay longer.*
- ❖ *Incorporate the College – Provide housing, improve N 160th for access, and a draw for students to use the CRA.*
- ❖ *Build New Homes – Create residential living units close to shopping, work, and other activities, transit, education, and leisure.*

Comprehensive Plan Framework Goals and Elements Goals and Policies (excerpts)

Staff agrees that the goals and policies identified by the applicant are being implemented and promoted by the projects proposed in the Shoreline Place Development Agreement. The development of Shoreline Place as defined in the proposed Development Agreement also is implementing a few more goals in addition to those highlighted by the applicant:

Framework Goals

FG 9: Promote quality building, functionality, and walkability through good design and development that is compatible with the surrounding area.

FG 14: Designate specific areas for high density development, especially along major transportation corridors.

FG 15: Create a business- friendly environment that supports small and local businesses, attracts large businesses to serve the community and expand our jobs and tax base, and encourages innovation and creative partnerships.

Goal ED III: Facilitate private sector economic development through partnerships and coordinating funding opportunities.

Goal ED VI: Support employers and new businesses that create more and better jobs.

ED1: Improve economic vitality by:

- Promoting existing businesses;
- Recruiting new businesses;
- Encouraging increased housing density around commercial districts, especially those served by high capacity rapid transit, to expand customer base; and
- Developing design guidelines to enhance commercial areas with pedestrian amenities, and “protect and connect” adjacent residential areas.

**Attachment C – Development Agreement Decision Criteria
Analysis and Staff Recommendation**

	<p>ED2: Promote non-motorized connections between commercial businesses, services, and residential neighborhoods. ED4: Use incentives and development flexibility to encourage quality development. ED23: Encourage the redevelopment of key and/or underused parcels through incentives and public/private partnerships. ED27: Develop a vision and strategies for creating dense mixed-use nodes anchored by Aurora’s retail centers, including how to complement, support, and connect them with mid-rise residential, office, and destination retail buildings. ED29: Reinvent Aurora Square to help catalyze a master-planned, sustainable lifestyle destination.</p> <p>STAFF RECOMMENDATION: Staff recommends that the Planning Commission find the proposed Shoreline Place Development Agreement consistent with goals and policies of the Comprehensive Plan and the Aurora Square CRA Plan.</p>
<p>2. The proposed development uses innovative, aesthetic, energy-efficient and environmentally sustainable architecture and site design.</p>	<p>Developed in the middle of the last Century, the Aurora Square super-block was conceived of an auto-centric retail development that is largely disconnected from the broader neighborhood context. The new Shoreline Place is centered around vibrant community gathering space, incorporating multi-family housing, retail, and restaurants where only acres of parking exist. A new network of inter-connected open spaces will include a pedestrian street or woonerf, public plazas, and park space that prioritize the pedestrian realm and connections to transit. The new stormwater system will incorporate low impact development strategies that integrate with the landscape design to improve storm water quality. Replacing the existing large parking fields with dispersed parking and mixed-use development will mitigate the urban heat island while promoting walkability. New buildings will be at least 60 percent more energy efficient than those originally developed on-site.</p>
<p><i>STAFF ANALYSIS AND RECOMMENDATION ON DEVELOPMENT AGREEMENT CRITERION No. 2</i></p>	<p>The proposed development will develop a mixed use commercial center with parks, plazas, internal walkways, and public spaces for day and evening activity. Though the development does not propose the highest possible sustainable building practices, the replacement of the Sears buildings and hardscape with the current International Building Code (IBC) energy and Department of Ecology (DOE) surface water codes will be a large step in that direction.</p> <p>Environmental Sustainability through Stormwater Management Over the past several years, the City has conducted several studies in Boeing Creek, which is located near the CRA. These include the Boeing Creek Master Plan, the Boeing Creek Regional Stormwater Facility Feasibility Study and a drainage study of the area that drains to the stormwater system in Westminster Way. Needs of the basin were also reviewed as part of the Surface Water Master Plan.</p> <p>In general, Boeing Creek has been heavily impacted by development within the upper basin which includes the areas along Aurora Ave N corridor (including the Shoreline Place properties). The high level of impervious surfaces leads to higher peak flows which lead to erosion in channels such as channel down-cutting and slope failures. To provide some more specific context, the MGP property at 17.3 acres of the 1,740 acre Boeing Creek Basin accounts for less than 1% of the overall basin.</p>

**Attachment C – Development Agreement Decision Criteria
Analysis and Staff Recommendation**

The general recommendation of the Basin Plan is to reduce the erosion impacts of the stream through re-development where current standards are very restrictive. The Basin Plan does not recommend any large City capital projects to create new detention facilities but rather focuses on smaller LID-oriented projects and working with private development for stormwater management improvements. The re-development of Shoreline Place by MGP is in alignment with this recommendation/strategy of the Basin Plan.

Looking specifically at the MGP property, currently there is little to no flow control or detention, meaning storm drainage off the 17.3 acres is not detained on site and drains fairly quickly to the stream thus contributing to the peak flows and erosive conditions in the creek. Under the current stormwater standards, post-redevelopment runoff is required to match **pre-developed forested** conditions. This essentially results in nearly negligible stormwater leaving the site for all but the largest of storms. Meeting the current (and future) standards is a significant improvement over the current condition at the project/property level; however, this is a small incremental improvement that by itself does not make a major difference in the current peak flow into Boeing creek from the project. However, as other properties in the basin redevelop, the small improvement each provides will add up to a significant improvement.

From a water quality perspective, as MGP has shown, they will be significantly reducing not only the total impervious surface but also the pollution generating impervious surfaces by replacing parking lots with buildings and open spaces. In addition to the reduction of pollution generating parking lots, they will be required to provide enhanced water quality treatment for all the pollution generating surfaces that remain. This will be a significant improvement over the current conditions.

In summary, the existing stormwater regulations will essentially eliminate stormwater discharge in all but significantly large events. The property is a very small component of the Boeing Creek Basin therefore has very small impact on the overall performance. The basin plan recognized the impact of current development on the Creek and identified the strategy of small incremental improvements through re-development such as this project. Staff has not identified nor recommends any additional requirements that would have a significant benefit than the current standards.

Environmental Sustainability through site design

The applicant has also agreed to incorporate several LEED ND (Neighborhood Development) credit categories into the project design.

The following LEED ND credits are to be included:

- ❖ Smart location;
- ❖ Access to quality transit and bicycle facilities;
- ❖ Housing and jobs proximity;
- ❖ Walkable streets;
- ❖ Compact Development;

**Attachment C – Development Agreement Decision Criteria
Analysis and Staff Recommendation**

- ❖ Mixed Use Neighborhoods;
- ❖ Reduced Parking footprint;
- ❖ Connected and open Community;
- ❖ Connected parks and outdoor space;
- ❖ Access to Civic and Public Space;
- ❖ Community Outreach and Involvement;
- ❖ Tree-lined and shaded streetscapes;
- ❖ Rainwater Management;
- ❖ Heat Island Reduction;
- ❖ Recycled and Reused Infrastructure; and
- ❖ Light Pollution Reduction.

Innovative Design

The proposed approach to development is innovative for Shoreline where most development is one building without any physical, visual, or design connection to the adjacent properties. A mixed use, town center with retail, groceries, residences, office (WSDOT), and a nearby college that has connected walkways and public places will physically hold or draw these activities and land uses together. This development will allow people to find a variety of activities and have less of a need to drive around town to connect them. In addition, this site will be served by high-capacity transit along Aurora Avenue and bicyclists and pedestrians by way of the Interurban Trail. The proposed development is about 1/3 of the entire CRA and located in the center of Shoreline Place. Its precedence, physical template, and the activity of this development will likely initiate positive changes on the adjoining properties when those redevelop.

Aesthetic Design

The Shoreline Place Development Agreement goes beyond the City's required design elements especially the regulations pertaining to public open space and onsite multi modal circulation and connectivity. The Shoreline Place Development Agreement includes an open space system totaling between 2.75 - 3.47 acres depending upon certain easement adjustments with adjacent property owners. The Development Code only requires .56 acres for Public Places for the proposed development. The Development Code includes very little direction on how to develop on site circulation. The Shoreline Place Development Agreement includes a very detailed plan for onsite multi modal circulation.

The Conceptual Guide Plan, Attachment A, Exhibit 2(D) and the Open Space System in Attachment A, Exhibit 2(E) illustrate the level of aesthetic detail planned for the project. Attachment A, Exhibit 2(F)- Supplemental Site Design Guidelines are intended to provide the City with a level of assurance that the key components of the Conceptual Guide Plan shall be incorporated into the development.

**Attachment C – Development Agreement Decision Criteria
Analysis and Staff Recommendation**

	<p>STAFF RECOMMENDATION: Staff recommends the Planning Commission find the Shoreline Place Development Agreement meets Criterion 2 by including innovative, aesthetic, energy-efficient and environmentally sustainable architecture and site design.</p>
<p>3. There is either sufficient capacity and infrastructure (e.g., roads, sidewalks, bike lanes) that meet the City’s adopted level of service standards (as confirmed by the performance of a transportation impact analysis) in the transportation system (motorized and nonmotorized) to safely support the development proposed in all future phases or there will be adequate capacity and infrastructure by the time each phase of development is completed. If capacity or infrastructure must be increased to support the proposed development agreement, then the applicant must identify a plan for funding their proportionate share of the improvements.</p>	<p>The Developer has provided and the City has reviewed and approved a Transportation Consistency Analysis which provides a trip generation analysis of the Project; documents that, with buildout of the Project, the Alexan apartments, and addition of 200 employees to the WSDOT Headquarters building, new PM peak hour trips will total 264 trips, well below the 808 trips analyzed in the Aurora Square CRA Environmental Impact Statement (EIS) as addended in March, 2019; and proposes mitigation.</p> <p>Transportation improvements, identified in Section 7 of the Development Agreement, include: Westminster Way N. frontage improvements; a proportionate share contribution to the Westminster Way N./155th Street N. intersection; channelization improvements to N. 160th Street to provide bike lanes; a mid-block pedestrian crossing on N. 160th Street; proportionate share contributions to the Greenwood Avenue N./NW Innis Arden Way and Greenwood Avenue N./N 160th Street intersections; and a proportionate share contribution to the Carlyle Hall Road/Dayton Avenue N./N.165th Street intersection.</p> <p>As explained in Section 20 of the Development Agreement, the City has determined that development of up to 1,358 residential units and 75,610 square feet of commercial space through the year 2039 passes the concurrency test.</p>
<p><i>STAFF ANALYSIS AND RECOMMENDATION ON</i></p>	<p>The development proposal includes a thorough transportation consistency analysis which demonstrates compliance with Shoreline Municipal Code 20.60.140 Adequate Streets and consistency with environmental analysis performed as part of the City-led Community Renewal Area Plan. The development demonstrated compliance in the following ways:</p>

**Attachment C – Development Agreement Decision Criteria
Analysis and Staff Recommendation**

<p><i>DEVELOPMENT AGREEMENT CRITERION No. 3</i></p>	<ul style="list-style-type: none"> • The total maximum net new proposed peak hour trips generated by the project at build out will be 99. Prior to full demolition of the Sears building, new peak hour trips may on an interim basis reach 160. Section 21 of the Development Agreement provides that net new PM Peak hour trips shall not be allowed to exceed 160 at any point in time. Project trips, in addition to pipeline trips for active projects within the CRA such as the Alexan, remain well under the EIS studied threshold of 808 trips. • The proposal build-out year extends to 2039. Current City analysis only extends to 2030. As such, additional analysis was performed to determine the net difference in trips that would be added to the various CRA study intersections in the 2039 build-out year in comparison to what was studied by the City. The results showed very little difference in comparison to what was studied under Shoreline’s environmental analysis; as such no change to the traffic Level of Service outcomes would be anticipated. (Attachment A Exhibit 2(A)) • The project will contribute proportional share mitigation funding to 2 locations (See Attachment A Exhibit 2(A) shown to be failing the City’s level of Service standards in future years, as previously identified by Shoreline Community College analysis. • The project will pay Transportation Impact Fees for other citywide impacts, in accordance with the code applicable at the time of permit. This accounts for permits both now, and in build-out years past 2030. • The project will include a public bike connection through the site for advanced/commuter riders along the northern property boundary controlled by Shoreline Place diagonally through the project in a “sharrow” lane, while other bicycle circulation through the site for residents including children, and recreational bicyclists would be provided through a wide multipurpose raised sidewalk. This bicycle facility will serve as an important connection between the Shoreline Community College and neighborhoods to the west, and the Interurban Trail. • The development proposal improves transportation facilities consistent with the CRA plan and slated planned improvement projects in Attachment B Exhibit 1. • Off-site Transportation Improvements are detailed in Attachment A Exhibit 2, Section 7. <p>STAFF RECOMMENDATION: Staff recommends the Planning Commission find that the Shoreline Place Development Agreement meets Criterion 3 based on the transportation analysis performed and the off-site mitigation detailed in Section 7 of the Development Agreement. The Development Agreement also includes a plan for how and when by phase their proportionate share of the improvements will be funded.</p>
<p>4. There is either sufficient capacity within public services such as water, sewer and stormwater to adequately serve the development proposal in all future phases,</p>	<p><u>Utilities Generally:</u> Section 10 of the Development Agreement requires that the Developer construct the requisite water, sanitary sewer, and stormwater facilities (the “Utilities”) onsite and pay any connection fees and impact fees due for utility facilities located offsite as part of the build-out of the Project. No off-site utility improvements within the City's control are required. Developer is responsible for the costs associated with alteration or extension of on-site utility infrastructure necessary to connect to the City’s infrastructure.</p>

**Attachment C – Development Agreement Decision Criteria
Analysis and Staff Recommendation**

<p>or there will be adequate capacity available by the time each phase of development is completed. If capacity must be increased to support the proposed development agreement, then the applicant must identify a plan for funding their proportionate share of the improvements.</p>	<p><u>Water:</u> As explained in the CRA EIS, the City of Seattle was provided with a description of the growth planned for the CRA and indicated that the water system has capacity for this growth. Section 23 of the Development Agreement requires that the Developer provide the City with a Water Availability Certificate with all building permit applications requiring the provision of potable water or fire flow.</p> <p><u>Sewer:</u> As explained in Section 24 of the Development Agreement, the Ronald Wastewater District has analyzed its existing and future sanitary sewer capacity and infrastructure. Based on its review for the next 25 years, the District has acknowledged that there is sufficient local sanitary sewer capacity and infrastructure in place or planned to serve the Project and that Developer may construct on-site capacity and connect to the City’s sanitary sewer system to serve the Project subject to review and approval of a Developer Extension Agreement. The Developer has applied to Ronald Wastewater District for a Developer Extension Agreement.</p> <p><u>Stormwater:</u> It is anticipated that stormwater will be managed on-site and that no off-site improvements are necessary. <i>See also, Section 22 of the Development Agreement</i> which requires that all stormwater facilities meet current city, state, and federal regulations in effect at the time of application for the permit triggering the need for stormwater facilities. Such stormwater facilities will provide a substantial improvement over existing conditions. The City has acknowledged that it is not aware of capacity constraints in the natural conveyance system in the event that Developer’s stormwater will discharge off-site to the natural environment in addition to the use of onsite detention/vaults in accordance with applicable local and state requirements.</p>
<p><i>STAFF ANALYSIS AND RECOMMENDATION ON DEVELOPMENT AGREEMENT CRITERION No. 4</i></p>	<p>The proposed Development Agreement adequately addresses the capacity for services for water, sewer and stormwater based on the Conceptual Guide Plan. The following is a summary of each utility:</p> <ul style="list-style-type: none"> • Water: MGP has had preliminary discussions with Seattle Public Utilities who have indicated there is or can be adequate water supply. In addition, Section 23 of the Development Agreement requires that the Developer provide the City with a water availability certificate with all building permit applications requiring potable water and/or fire flow. • Sewer: Ronald Wastewater District is reviewing their capacity analysis. RWD has indicated there are no significant issues that cannot be addressed through the development process. • Storm: The City is in discussion with MGP regarding the relocation of an existing stormwater pipe (does not serve the Sears site) from their property into the Right of Way of Westminster Way because it will limit the placement of proposed buildings on that part of the site and therefore have ramifications on the remainder of the site and urban design. The relocation of this stormwater line will be a City project and will be included in the City’s Westminster Way and 155th Street Intersection project. MGP will be

**Attachment C – Development Agreement Decision Criteria
Analysis and Staff Recommendation**

	<p>responsible to manage stormwater on their project site in accordance with the stormwater regulations in place at the time of each phase of development.</p> <ul style="list-style-type: none"> • In general, MGP will be responsible to coordinate directly with the utility providers to ensure capacity is available at each phase of the development. <p>STAFF RECOMMENDATION: Staff recommends the Planning Commission find that the Shoreline Place Development Agreement meets Criterion 4 based on the applicant’s demonstration that there is either sufficient capacity within public services such as water, sewer and stormwater to adequately serve the development proposal in all future phases, or there will be adequate capacity available by the time each phase of development is completed; and the applicant has identify a plan for funding their proportionate share of the improvements through the building permitting process.</p>
<p>5. The development agreement proposal contains architectural design (including but not limited to building setbacks, insets, facade breaks, roofline variations) and site design standards, landscaping, provisions for open space and/or recreation areas, retention of significant trees, parking/traffic management, multimodal transportation improvements, and other features that minimize conflicts and create transitions between the proposal site and adjacent property zoned R-4, R-6, R-8 or MUR-35’.</p>	<p>The proposed development utilizes a variety of strategies to respond to the residentially zoned areas across N. 160th Street. Commercial uses and active open spaces are oriented towards the eastern portion of the site, transitioning to solely residential uses closer to the existing residential zone. Significant building setbacks are provided along N.160th Street to retain the existing densely vegetated frontage and provide for an internal pedestrian pathway adjacent to the street. In addition to code required building modulation, the upper floor façades adjacent to residential zones will use material changes or setbacks to reduce the perceived height and scale.</p>

**Attachment C – Development Agreement Decision Criteria
Analysis and Staff Recommendation**

<p><i>STAFF ANALYSIS AND RECOMMENDATION ON DEVELOPMENT AGREEMENT CRITERION No. 5</i></p>	<p>The portion of this criterion related to minimizing conflicts and creating transitions between the project and R-4, R-6, R-8 or MUR-35', only applies to the R-6 zoned neighborhood directly across from the proposal on the north side of N 160th Street. That R-6 area fronts approximately 270 feet directly across from the Sears site and includes three single-family residences. The proposed Development Agreement shows proposed buildings on the south side of N. 160th Street directly across from these R-6 residences.</p> <p>The proposed buildings will meet most of the City's Commercial Design Standards (see Criterion 2 above). In addition, the City has Transition Area Standards that require the proposed buildings to be setback and the upper stories stepped-back to minimize the apparent building size toward the R-6 homes. The proposed buildings will meet this standard by increasing the setback at the building base from 10 feet to 60 feet. This increased setback allows the proposed building height to be 80 feet in height and to meet the intent of the Transition Area standards.</p> <p>STAFF RECOMMENDATION: Staff recommends the Planning Commission find that the Shoreline Place Development Agreement meets Criterion 5. The Shoreline Place Development Agreement contains architectural design (including but not limited to building setbacks, insets, facade breaks, roofline variations) and site design standards, landscaping, provisions for open space and/or recreation areas, retention of significant trees, parking/traffic management, multimodal transportation improvements, and other features that minimize conflicts and create transitions between the proposal site and adjacent property zoned R-4, R-6, R-8 or MUR-35' as is evidenced in the Attachment A Exhibit 2(D) – Conceptual Guide Plan, Exhibit 2(E) – Open Space System, Exhibit 2(G)- Westminster Way Improvements and Exhibit 2(H)- Street Sections and Design Plans. Attachment A, Exhibit 2(F)- Supplemental Site Design Guidelines further commits the applicant to develop the site consistently with the Conceptual Guide Plan.</p>
<p>6. The project is consistent with the standards of the critical areas regulations, Chapter 20.80 SMC, Critical Areas, or Shoreline Master Program, SMC Title 20, Division II, and applicable permits/approvals are obtained.</p>	<p><u>Critical areas:</u> The Project is located south of Boeing Creek, which is piped within N. 160th Street near the northeast property line. SMC Table 20.80.280(1) requires a 10' buffer for a piped stream. Work will occur within the buffer for driveway and right-of-way improvements as permitted by SMC 20.80.274.C.4.</p> <p><u>Shoreline Master Program:</u> The SMP is not applicable. The Property is not within the shoreline jurisdiction.</p>
<p><i>STAFF ANALYSIS AND RECOMMENDATION ON DEVELOPMENT AGREEMENT CRITERION No. 6</i></p>	<p>There are no Wetland, Floodplain, Fish and Wildlife Habitat (stream corridors), Flood Hazard Areas, or Aquifer Recharge critical areas on site. "Piped Streams" are included in the Critical Area Code; however, they only exist along the proposed N 160th Street improvements. The proposed relocation of the stormwater pipe in Westminster is not designated as a "Piped Stream". There are some isolated, man-</p>

**Attachment C – Development Agreement Decision Criteria
Analysis and Staff Recommendation**

	<p>made, moderate to high landslide hazard areas indicated on the Sears site. These slopes were originally created to level parking and building pad areas. The conceptual development plans are not specific enough to discern whether this is a conflict. However, the proposed Development Agreement is not requesting a departure from the critical area regulations. The Sears site is not within the Shoreline Master Program area.</p> <p>STAFF RECOMMENDATION: Staff recommends the Planning Commission find that the Shoreline Place Development Agreement proposal is consistent with the standards of the critical area regulations, Chapter 20.80 SMC, Critical Areas, or Shoreline Master Program, SMC Title 20, Division II, and that applicable permits/approvals will be obtained; and therefore, meets Criterion 6.</p>
--	---