



## SHORELINE CITY COUNCIL REGULAR MEETING

Monday, May 8, 2023

7:00 p.m.

Council Chamber · Shoreline City Hall

<https://zoom.us/j/95015006341>

Phone: 253-215-8782 · Webinar ID: 950 1500 6341

	<u>Page</u>	<u>Estimated Time</u>
1. CALL TO ORDER		7:00
2. FLAG SALUTE/ROLL CALL		
3. APPROVAL OF THE AGENDA		
4. REPORT OF THE CITY MANAGER		
5. COUNCIL REPORTS		
6. PUBLIC COMMENT		

*The City Council provides several options for public comment: in person in the Council Chamber; remote via computer or phone; or through written comment. Members of the public may address the Council during regular meetings 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 comments are being recorded.*



**Sign up for In-Person Comment the night of the meeting.** *In person speakers will be called on first.*



**[Sign up for Remote Public Comment.](#)** *Pre-registration is required by 6:30 p.m. the night of the meeting.*



**[Submit Written Public Comment.](#)** *Written comments will be presented to Council and posted to the website if received by 4:00 p.m. the night of the meeting; otherwise, they will be sent and posted the next day.*

7. CONSENT CALENDAR		7:20
(a) Approval of Regular Meeting Minutes of April 17, 2023	<u>7a-1</u>	
(b) Approval of Expenses and Payroll as of April 28, 2023 in the Amount of \$5,352,430.32	<u>7b-1</u>	
(c) Authorize the City Manager to Approve Real Property Acquisition for the 145 <sup>th</sup> Interchange Project for the Property Located at 14050 1 <sup>st</sup> Avenue NE	<u>7c-1</u>	
(d) Authorize the City Manager to Enter Into an Interlocal Agreement with eCityGov Alliance for GIS Aerials Project	<u>7d-1</u>	
8. ACTION ITEMS		
(a) Action on Resolution No. 511 - Repealing Resolution No. 483 and Ending the Requirement of Mandatory COVID-19 Vaccinations as a Qualification of Employment or Public Service and for Contractors Providing Services at City Facilities	<u>8a-1</u>	7:20

- Staff Report
- Public Comment
- Council Action

**9. STUDY ITEMS**

- (a) Discussion and Update of the 145<sup>th</sup> Street Corridor and Interchange Projects 9a-1 7:40

**10. ADJOURNMENT**

8:10

*Any person requiring a disability accommodation should contact the City Clerk's Office at 206-801-2230 in advance for more information. For TTY service, call 206-546-0457. For up-to-date information on future agendas, call 206-801-2230 or visit the City's website at [shorelinewa.gov/councilmeetings](http://shorelinewa.gov/councilmeetings). Council meetings are shown on the City's website at the above link and on Comcast Cable Services Channel 21 and Zply Fiber 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.*

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**[LINK TO STAFF PRESENTATIONS](#)**



**[LINK TO PUBLIC COMMENT RECEIVED](#)**

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

*The purpose of these minutes is to capture a high-level summary of Council's discussion and action. This is not a verbatim transcript. Meeting video and audio is available on the [City's website](#).*

Monday, April 17, 2023  
7:00 p.m.

Council Chambers - Shoreline City Hall  
17500 Midvale Avenue North

**PRESENT:** Mayor Keith Scully, Deputy Mayor Betsy Robertson, and Councilmembers John Ramsdell, Laura Mork, Doris McConnell, Eben Pobe and Chris Roberts

**ABSENT:** None

1. CALL TO ORDER

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

2. FLAG SALUTE/ROLL CALL

Upon roll call by the City Clerk, all Councilmembers were present.

(a) Proclamation of 2023 National Volunteer Week

Mayor Scully announced April 6 through 22, 2023 as Volunteer Appreciation Week in the City of Shoreline.

(b) Proclamation of Earth Day 2023

Mayor Scully announced April 22, 2023 as Earth Day in the City of Shoreline and invited Kimberly Travis, Property Manager of Ballinger Commons, to accept the proclamation. He commended the Ballinger Commons apartment community for improving their recycling, building a community garden, starting a bee keeping program, and offering compost service for residents.

3. APPROVAL OF THE AGENDA

The agenda was approved by unanimous consent.

4. REPORT OF THE CITY MANAGER

Bristol Ellington, City Manager, reported on various City meetings, projects, and events.

5. COUNCIL REPORTS

Deputy Mayor Robertson shared that she attended the North King County Coalition on Homelessness where they received an update on activities at The Oaks. She noted there is a waitlist of three to four months for rooms to open, which speaks to the need for these types of facilities.

Mayor Scully reported on the Washington State Legislature’s progress on committing funding to the 148th Street Non-Motorized Bridge Project.

6. PUBLIC COMMENT

*The Council heard comments from the public from approximately 7:12 p.m. to 7:14 p.m. Written comments were also submitted to Council prior to the meeting and are available on the [City’s website](#).*

Tyler Weber spoke about the unsafe and illegal activities occurring at the Aurora Village Transit Center and stated his belief that the county’s policies has have enabled this type of activity to occur.

7. CONSENT CALENDAR

**Upon motion by Deputy Mayor Robertson, seconded, and unanimously carried, the following Consent Calendar items were approved:**

- (a) Adoption of the 2023-2025 City Council Goals and Work Plan
- (b) Authorize the City Manager to Execute a Construction Contract with Rodarte Construction, Inc. in the Amount of \$1,238,800 for the 2023 Stormwater Pipe Repair and Small Drainage Projects
- (c) Authorize the City Manager to Execute a JZ Account Agreement with the Washington State Department of Transportation for the 148th Street Non-Motorized Bridge Project
- (d) Approval of a Multi-Family Tax Exemption (MFTE) Contract with WZL Enterprises LLC for Paramount Apartments Phase Two Located at 305 NE 152nd Street
- (e) Authorizing the City Manager to Execute Supplement No. 4 to Contract 8463 with H.W. Lochner, Inc. in the Amount of \$1,522,872 for Design, Right-of-Way, and Environmental Services for the SR-523 (N/NE 145th Street) & Interstate-5 Interchange Project

8. ACTION ITEMS

(a) Approval of the Purchase of Real Property Located at 19512 Echo Lake Place N, Identified as King County Tax Parcel No. 223250-0100, and Authorizing the City Manager to Take the Necessary Steps to Complete the Property Purchase

Nathan Daum, Economic Development Program Manager, explained the purchase of 19512 Echo Lake Place N will help the City keep pace with increasing park land needs based on the population projection. He said the Parks, Recreation, and Open Space Plan calls for five acres of new park land by 2023 and staff identified an additional ninety-five acres of land is needed to support the future population. There is also a need to secure sustainable funding which was partially achieved through the adoption of park impact fees.

Mr. Daum stated the property is a 13,000-square-foot waterfront lot on the west side of Echo Lake. Public uses identified by staff include waterfront open space/habitat, natural walking trail, launch/access for handheld watercraft, fishing, natural area view, with nearby high-density residences. If not purchased for public use, the parcel's highest and best use is private residential development.

Mr. Daum explained the total purchase cost for the parcel is \$1,045,000 to initially be financed with park impact fee funds. He explained staff are working to earn a grant from the Conservation Futures Tax program which would fully fund the acquisition if awarded and allow reimbursement of the park impact fee funds.

**Mayor Scully opened the public comment period.**

Bettelinn Brown, Shoreline resident, highly recommends the purchase of the land and attempt to save it.

**Seeing no additional members of the public wishing to offer comment, Mayor Scully closed the public comment period.**

**Councilmember McConnell moved to approve the purchase of real property located at 19512 Echo Lake Place N, identified as King County Tax Parcel No. 223250-0100, and authorize the City Manager to take the necessary steps to complete the property purchase. The motion was seconded.**

Councilmember McConnell expressed support for the purchase of park land to keep pace with the growing population.

Deputy Mayor Robertson recognized letters of support for the park land purchase and asked the community for patience as the land develops into a fully actualized park.

**The motion passed unanimously, 7-0.**

9. STUDY ITEMS

(a) Discussion of Resolution No. 508 - Approving the Relocation Plan and City Manager Property Acquisition Authority, and Ordinance No. 983 -Authorizing the Use of Eminent Domain for Acquisition of Certain Real Properties to Construct the 148th Non-Motorized Bridge Project

Constance Perenyi, Neighborhoods Coordinator, stated the first assessment of the Neighborhoods Program was conducted last year to understand how structures in place support Neighborhood Associations (NA) and serve the larger community. She reviewed that NAs were established in 1996 and have created opportunities for engagement through events, activities, and neighborhood improvement projects. Staff worked with a consultant to survey NAs and evaluate equitable access in the City of Shoreline. Through this survey, it was found that NAs are currently:

- Struggling to maintain their incorporated status
- Experiencing low membership and involvement
- Carrying little sense of direction or purpose
- Seen by many as exclusionary with pre-determined goals
- Not seen as trying to engage multiethnic, youth, and immigrant communities

Ms. Perenyi explained the Neighborhood Mini-Grant Program awards up to \$5,000 per year for projects or events. She stated the challenge in the program is that only high-capacity NAs apply and there is little or no collaboration amongst NAs. Staff aim to create more community connections with NAs, enhance NA sustainability, and create more equitable NA funding opportunities. To do this, staff recommend prioritizing funding for collaborative events by moving to a new Mini-Grant model based on collaboration and offering NAs the option of being unincorporated or incorporated. Unincorporated NAs can apply for *Love Your Community* Grants and receive support in working towards full Incorporation. Incorporated NAs can apply for Partnership Mini-Grants and receive support for events and mailings.

A Councilmember asked why only incorporated NAs get mailers as a benefit and Ms. Perenyi clarified that all NAs could have mailers but only the highest capacity NAs with events request them. She said in the next year, they will be reviewing the effectiveness of mailers as the practice is expensive. Staff would look into options for promoting events for unincorporated NAs as needed. Councilmember Roberts commented that geographic based organizations are valuable and he does not want this to get lost. A question was asked about what constitutes a community group that would be eligible for the *Love Your Community* Grant, and Ms. Perenyi said it has not yet been defined but a W-9 and a clear community benefit is required. While NAs may operate under unincorporated status, the *Love Your Community* Grant was intended to focus on cultural groups that have historically not had access to City resources.

Ms. Perenyi stated the Council of Neighborhoods (CON) is a small group made up of two representatives from each neighborhood. She noted there is limited participation on the CON and membership is not representative of Shoreline demographics. Moving forward, staff aim to broaden opportunities for the community to learn about the City and support CON in becoming more inclusive. This is proposed to be done through community CityLearn sessions, an annual CON summit, provided space for ongoing CON meetings, and at least one annual training focused on equity and inclusion. It was asked how CityWise will integrate with CON, and Ms.

Perenyi said she would love to see participants take a role in integration and working with them to see how the program can progress.

Deputy Mayor Robertson and Councilmember Mork expressed support for the work proposed to be done for the community and NAs. It was asked what the future of CON may look like, and Ms. Perenyi stated they would be encouraged to join CityWise and hold regular meetings. Ms. Perenyi explained that the proposed CON summit would be done with a steering committee made up of NA participants. And Programs like CityLearn will be advertised in Currents and NAs will be encouraged to open their events to the whole city. Councilmember McConnell acknowledged the population increase in the City and encouraged staff to request expanded *Currents* or other notifications to keep community members informed.

A Councilmember asked how to get more people to participate in NAs and make them more inclusive. Ms. Perenyi answered that the *Love your Community* Grant was created to increase participation, but the program was disrupted due to the pandemic. Staff plan to revamp the program as the funds are still available. She added that staff will soon host workshops to help NAs define their purpose and make sure inclusion is a value. Bethany Wolbrecht-Dunn, Community Services Manager, stated a goal of CityLearn is to connect with community leaders and provide them with City information to pass on to their networks.

It was asked if unincorporated NAs would have access to City liability insurance for events such as the Neighborhood Night Out Against Crime. Ms. Perenyi said the City insurance is currently under review by the City Attorney but the Neighborhood Night Out Against Crime is considered a City event and would not be required to have insurance.

Mayor Scully noted that participation on CON is invite-only and advised that it be open to the greater community with various meeting locations around the City. He asked that meeting attendance be monitored, and CON members encouraged to reach out to others. Mayor Scully commented that the incorporated/unincorporated status may backfire resulting in unincorporated NAs to be disadvantaged. He suggested getting rid of NA specific grants in favor of resources for eligible community groups. Mayor Scully brought up the importance of placemaking and how grants have supported this, i.e. funding murals. He said he does not want to see that lost by requiring the collaborative component.

(c) Discussion of Ordinance No. 985 - Amending Chapter 3.70 of the Shoreline Municipal Code to Modify the System Improvements Eligible for Park Impact Fees

Katrina Steinley, Senior Management Analyst, stated Ordinance No. 985 would expand the geographic area for park impact fees to be used to include projects in the area around Echo Lake. The park impact fee policy allows funds to be used on projects that contribute to the growth of the park system and details a list of projects eligible to use the funds. Ms. Steinley noted that development in the Echo Lake corridor is progressing more quickly than anticipated, which makes park projects in the area a larger priority. She said the Echo Lake neighborhood has been below the City's level of service standard for park and open space land and the level of service will continue to fall as the population grows. She stated the park impact fee eligible projects will

be updated along with project priorities and investments through the Parks, Recreation, Open Space and Arts Plan update in progress.

Mayor Scully and Councilmembers Ramsdell and Roberts expressed support for the ordinance. Councilmembers Ramsdell shared concern that the Parks, Recreation, and Open Space Plan practices industry standard equity metrics and asked staff to investigate equity issues and opportunities specific to Shoreline.

10. ADJOURNMENT

At 8:30 p.m., Mayor Scully declared the meeting adjourned.

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Jessica Simulcik Smith, City Clerk

DRAFT



**CITY COUNCIL AGENDA ITEM**  
CITY OF SHORELINE, WASHINGTON

**AGENDA TITLE:** Approval of Expenses and Payroll as of April 28, 2023  
**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 \$5,352,430.32 specified in the following detail:

**\*Payroll and Benefits:**

Payroll Period	Payment Date	EFT Numbers (EF)	Payroll Checks (PR)	Benefit Checks (AP)	Amount Paid
DRS	3/3/2023			WT1451-WT1463	\$880,217.09
2/19/23 - 3/4/23	3/10/2023			WT1464-WT1465	\$135,241.62
3/5/23 - 3/18/23	3/24/2023			WT1466-WT1467	\$150,263.24
1/8/23 - 1/21/23	4/5/2023			WT1448	\$4,764.72
1/22/23 - 2/4/23	4/5/2023			WT1449-WT1450	\$646.70
3/19/23 - 4/1/23	4/7/2023			WT1468-WT1469	\$135,692.47
4/2/23 - 4/15/23	4/21/2023	107979 - 108208	18127 - 18136	88782-88784	\$587,643.52
4/2/23 - 4/15/23	4/21/2023			WT1470-WT1471	\$132,972.64
4/2/23 - 4/15/23	4/28/2023			WT1472	\$210.26
					<u>\$2,027,652.26</u>

**\*Wire Transfers:**

Expense Register Dated	Wire Transfer Number	Amount Paid
4/11/2023	WT1442	\$20,000.00
		<u>\$20,000.00</u>

**\*Accounts Payable Claims:**

Expense Register Dated	Check Number (Begin)	Check Number (End)	Amount Paid
4/19/2023	88625	88648	\$308,550.24
4/19/2023	88649	88675	\$1,141,908.10
4/19/2023	88552	88552	(\$1,300.35)
4/19/2023	88676	88676	\$704.45
4/26/2023	88677	88705	\$990,812.35
4/26/2023	88706	88738	\$72,175.98
4/26/2023	88739	88739	\$610,030.01
4/26/2023	88740	88745	\$162,449.47
4/26/2023	88746	88764	\$9,947.81
4/26/2023	88765	88781	\$9,500.00
			<u>\$3,304,778.06</u>

Approved By: City Manager **BE**

City Attorney **MK**

**CITY COUNCIL AGENDA ITEM**  
CITY OF SHORELINE, WASHINGTON

<b>AGENDA TITLE:</b>	Authorize the City Manager to Approve Real Property Acquisition Located at 14050 1 <sup>st</sup> Avenue NE for the SR 523 (N/NE 145 <sup>th</sup> Street) & Interstate-5 Interchange Project
<b>DEPARTMENT:</b>	Public Works
<b>PRESENTED BY:</b>	Elizabeth S. Kelly, City Engineer
<b>ACTION:</b>	<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:**

Staff is requesting City Council authorization to allow the City Manager to approve the real property acquisition in excess of the authority delegated to the City Manager. The City Manager’s authority to approve real property acquisitions is established in Shoreline Municipal Code (SMC) Section 2.60 and has been amended for the SR 523 (N/NE 145<sup>th</sup> Street) & Interstate-5 Interchange Project, referred to as the 145<sup>th</sup> Interchange Project. The City Manager’s purchasing authority for the 145<sup>th</sup> Interchange Project is at \$1,000,000 or less, per Resolution No. 488.

The property located at 14050 1<sup>st</sup> Avenue NE requires a partial acquisition with a temporary construction easement (TCE) for the 145<sup>th</sup> Interchange Project. Staff has been in negotiations with the property owner for the past several months. The property owner has submitted a counteroffer which varies from the 145<sup>th</sup> Interchange Project offer, but does align with the cost of acquisition paid to the same property owner as part of the City’s SR 523 (N/NE 145<sup>th</sup> Street), Aurora Avenue N to I-5, Phase 1 (I-5 Corliss Avenue) Project, referred to as the 145<sup>th</sup> Corridor Project.

In order for the City to proceed with the acquisition of this property, including offering possession and use agreements, the City Council must authorize the City Manager to approve the purchase. Tonight, staff is seeking this authority for the City Manager.

**RESOURCE/FINANCIAL IMPACT:**

As with all the acquisitions of the 145<sup>th</sup> Interchange Project, the value of this property acquisition needing specific approval has been determined by an independent appraisal firm hired for the project by the City’s contracted and WSDOT-approved right-of-way (ROW) consultant.

The appraised value of the partial acquisition and TCE was set at \$533,000.00. The appraisal was reviewed and concurred with by the review appraiser hired for the project. During negotiations, the property owner obtained an appraisal and countered with the appraised value at \$1,446,710.00. After extensive additional review by City staff and the

ROW consultant, it was found the counteroffer was fair and reasonable. All appraisals and appraisal reviews are available for City Council upon request.

Funding for the acquisition is being supplied by Sound Transit and Washington State Transportation Improvement Board funds. A more detailed discussion of the overall project budget will be included with the project update also scheduled for May 8, 2023.

### **RECOMMENDATION**

Staff recommends that the City Council authorize the City Manager to execute the necessary documents to acquire the property at 14050 1<sup>st</sup> Avenue NE at the value of \$1,446,710.00 for the SR 523 (N/NE 145<sup>th</sup> Street) & Interstate-5 Interchange Project.

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

## **BACKGROUND**

In 2016, the City began implementing improvements identified in the [145<sup>th</sup> Street Multimodal Corridor Study](#) to improve access and safety for all travel modes and to improve access to Sound Transit's (ST) 145<sup>th</sup> Street Light Rail Station. In 2017, the City began design for improvements to the SR523/145<sup>th</sup> Street-Interstate 5 Interchange. During the initial design work, the City worked closely with the Washington State Department of Transportation (WSDOT), Sound Transit, King County Metro, the City of Seattle, and other stakeholders to identify and agree to an interchange configuration of two roundabouts instead of traditional traffic signals.

The City is currently in the process of acquiring the necessary right-of-way (ROW) for the SR 523 (N/NE 145<sup>th</sup> Street) & Interstate-5 Interchange Project, referred to as the 145<sup>th</sup> Interchange Project. The City Manager's authority to approve real property acquisitions is established in Shoreline Municipal Code Section 2.60 and has been amended for the 145<sup>th</sup> Interchange Project per [Resolution No. 488](#), which was adopted by Council on April 4, 2022.

The City has been successful at securing funds for right of way (ROW) acquisition for the project through Sound Transit and Transportation Improvement Board (TIB).

## **DISCUSSION**

### **The City's Offer**

When the City Council adopted Resolution No. 488, it was anticipated that there could be a limited number of acquisitions that would exceed the City Manager's increased signing authority. The property located at 14050 1<sup>st</sup> Avenue NE is one of those properties.

14050 1<sup>st</sup> Avenue NE (comprised of King County Tax Parcel Nos. 283210-0190 and 283210-0170) is located in King County and is within the City of Seattle City limits. The subject parcels make up a majority of the campus for the Lakeside School, a private school for grades 5-12. The Lakeside School campus is comprised of academic buildings, athletic fields, and staff single-family residences. The subject parcels are zoned NR2 (Neighborhood Residential) by the City of Seattle, with 7,200 square feet (SF) lot minimums. Since the subject parcels are not located within the City of Shoreline, these parcels were not included in Shoreline's upzoning to mixed-used zoning.

The 145<sup>th</sup> Interchange Project needs to acquire 12,326 SF of land in fee and 9,637 SF of land for a 3-year temporary construction easement (TCE) at 14050 1<sup>st</sup> Avenue NE. A map of the acquisition area is attached to this staff report as Attachment A.

On August 29, 2022, Lakeside School was presented with an offer in the amount of \$684,800.00 (Offer #1). Offer #1 included a fee value of \$25/SF: \$263,750.00 for 10,550 SF in fee, \$203,000.00 for an 8,120 SF permanent easement area and \$65,500.00 for an 8,728 SF TCE area (10% of fee value x 3-years). Offer #1 also included \$46,050.00 for landscaping and fencing, and \$106,500.00 for the single-family residence (SFR).

As the 145<sup>th</sup> Interchange Project design progressed, the wall design was revised to have a smaller footprint and reduce the acquisition area. Lakeside School was presented with a revised offer in the amount of \$533,000.00 on February 28, 2023 (Offer #2). Offer #2 includes a fee value of \$25/SF: \$308,150.00 for fee area, \$72,300.00 for TCE area (10% of fee value x 3-years). Offer #2 also includes \$46,050.00 for landscaping and fencing, and \$106,500.00 for the SFR.

<b>145<sup>th</sup> Interchange Project – City Offer Summaries</b>						
	<b>Date</b>	<b>Land Fee Value (\$/SF)</b>	<b>Land Value (Fee, PE, TCE)</b>	<b>Improvements (Landscape + Fence)</b>	<b>Improvements (SFR)</b>	<b>Total</b>
<b>Offer #1</b>	August 29, 2022	\$25.00/SF	\$532,250.00	\$46,050.00	\$106,500.00	\$684,800.00
<b>Offer #2</b>	February 28, 2023	\$25.00/SF	\$380,450.00	\$46,050.00	\$106,500.00	\$533,000.00

Lakeside School rejected Offer #2 of \$533,000.00 and countered at \$1,446,710.00. Their counteroffer is based on the price per square foot used for a recent acquisition of property as part of the SR 523 (N/NE 145<sup>th</sup> Street) Corridor (Phase 1) project, referred to as the 145<sup>th</sup> Corridor Project.

**SR 523 (N/NE 145<sup>th</sup> Street) Corridor (Phase 1) Project Acquisition**

On January 11, 2023, the City of Shoreline’s 145<sup>th</sup> Corridor Project also acquired property from of Lakeside School property. One of the parcels included on the 145<sup>th</sup> Corridor Project acquisition is King County Tax Parcel No. 283210-0190, the same parcel included on the 145<sup>th</sup> Interchange Project. The 145<sup>th</sup> Corridor Project utilized a different appraiser than the 145<sup>th</sup> Interchange Project. Lakeside also hired an independent appraisal as allowed under the Uniform Relocation Act (URA).

The 145<sup>th</sup> Corridor Project appraisal by SOVA Consulting utilizes comparable sales that are single family lots based on the zoning, whereas the 145<sup>th</sup> Interchange Project appraisal by Lingeman Valuation & Consulting utilized large lot sale comparisons with the highest and best use to continue as a school campus. This difference in approach to sales comparable data resulted in a significant difference in the valuations of land in fee. The 145<sup>th</sup> Corridor Project appraisal gave a fee value of \$75/SF, which was agreed to by the City, paid, and recorded.

**Lakeside School’s Counteroffer**

Based on the recently closed transaction for the 145<sup>th</sup> Corridor Project acquisition, Lakeside School countered at \$75/SF to match the land value in that acquisition and their own independent appraisal. Lakeside School also countered the valuation of the SFR and fence improvements. Lakeside School provided comparable sales for the SFR, all of which are recently sold and close in proximity, quality, and size. Lakeside School’s counter for the SFR was \$257,678.00 or \$230/SF, which is based on the comparable average \$/SF of the structures. Lakeside School also countered the fencing at \$6,200.00 based on a quote received by a local fencing company. Lakeside School did not dispute the landscape valuation. This counteroffer is received to as Lakeside’s offer.

<b>Offer Comparison – City v. Lakeside School</b>						
	<b>Date</b>	<b>Land Fee Value (\$/SF)</b>	<b>Land Value (Fee, PE, TCE)</b>	<b>Improvements (Landscape + Fence)</b>	<b>Improvements (SFR)</b>	<b>Total</b>
<b>City's Offer</b>	February 28, 2023	\$25.00/SF	\$380,450.00	\$46,050.00	\$106,500.00	\$533,000.00
<b>Lakeside's Offer</b>	April 7, 2023	\$75.00/SF	\$924,450.00	\$47,750.00	\$257,678.00	\$1,446,710.00
		<b>+ \$50/SF</b>	<b>+ \$544,000.00</b>	<b>+ \$1,700.00</b>	<b>+ \$151,178.00</b>	<b>+ \$913,710.00</b>

The Lakeside Offer is heavily based around the recent acquisition made by the 145<sup>th</sup> Corridor Project. Considering that both project acquisition areas are on one of the same subject parcels, accepting the counter of \$75/SF is fair and reasonable in this context. The 145<sup>th</sup> Interchange Project’s appraiser utilized the Marshall Valuation Service to value the SFR, whereas Lakeside School’s counteroffer utilized recent comparable sales. Accepting the counter SFR value of \$257,678.00 is reasonable. Lakeside School also obtained a quote for the fence replacement of \$6,200.00. Accepting this valuation of the fence is reasonable.

After extensive review from City staff and the City’s ROW consultant, it was concluded that all elements of the Lakeside Offer are fair and reasonable. All appraisals and appraisal reviews are available to the City Council upon request.

**ALTERNATIVES ANALYSIS**

There are two primary alternatives to proceeding with the offer as presented above:

1. Conduct another appraisal by either the City or Lakeside. Lakeside had an independent appraisal conducted as part of the 145<sup>th</sup> Corridor Project, therefore staff would not anticipate a new appraisal would result in a lower cost. The City could conduct an alternative appraisal with a different appraiser and utilize this appraisal for negotiation. Staff estimates it would take 2-3 months to obtain a new appraisal.
2. Proceed to condemnation. As this parcel is within Seattle City Limits, Seattle would be required to approve a condemnation ordinance and lead the condemnation process. Early in design, staff discussed the potential need for condemnation and Seattle staff was supportive if needed. At this point, Seattle has not approved the authority for condemnation and it would take considerable time to go through that process.

Neither of these alternatives are recommended because of the time it would take to go through the process and the limited likelihood it would result in a lower or different outcome. In order to meet funding commitments, the City must submit our request to obligate construction funding by July 15, 2023. Submittal of our ROW Certification Package is a critical component to our request to obligate funds and the ROW Certification Package must be submitted by May 18, 2023.

In order for the City to proceed with acquisition, including offering possession and use agreements, Council must authorize the City Manager to approve the purchase. Staff is requesting that Council authorize the City Manager to approve purchase of the property.

Not authorizing the purchase of the property would result in the project not acquiring the necessary ROW to construct the project.

### **RESOURCE/FINANCIAL IMPACT**

As with all the acquisitions of the 145<sup>th</sup> Interchange Project, the values of this property acquisition needing specific approval has been determined by an independent appraisal firm hired for the project by the City's contracted and WSDOT-approved right-of-way (ROW) consultant.

The appraised value of the partial acquisition and TCE was set at \$533,000.00. The appraisal was reviewed and concurred with by the review appraiser hired for the project. During negotiations, the property owner obtained an appraisal and countered with the appraised value at \$1,446,710.00. After extensive additional review by City staff and the ROW consultant, it was found the counteroffer was fair and reasonable. All appraisals and appraisal reviews are available for City Council upon request.

Funding for the acquisition is being supplied by Sound Transit and Washington State Transportation Improvement Board funds. A more detailed discussion of the overall project budget will be included with the project update also scheduled for May 8, 2023.

### **RECOMMENDATION**

Staff recommends that the City Council authorize the City Manager to execute the necessary documents to acquire the property at 14050 1<sup>st</sup> Avenue NE at the value of \$1,446,710.00 for the SR 523 (N/NE 145<sup>th</sup> Street) & Interstate-5 Interchange Project.

### **ATTACHMENTS**

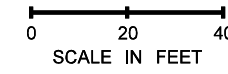
Attachment A: Acquisition Map for 14050 1<sup>st</sup> Avenue NE



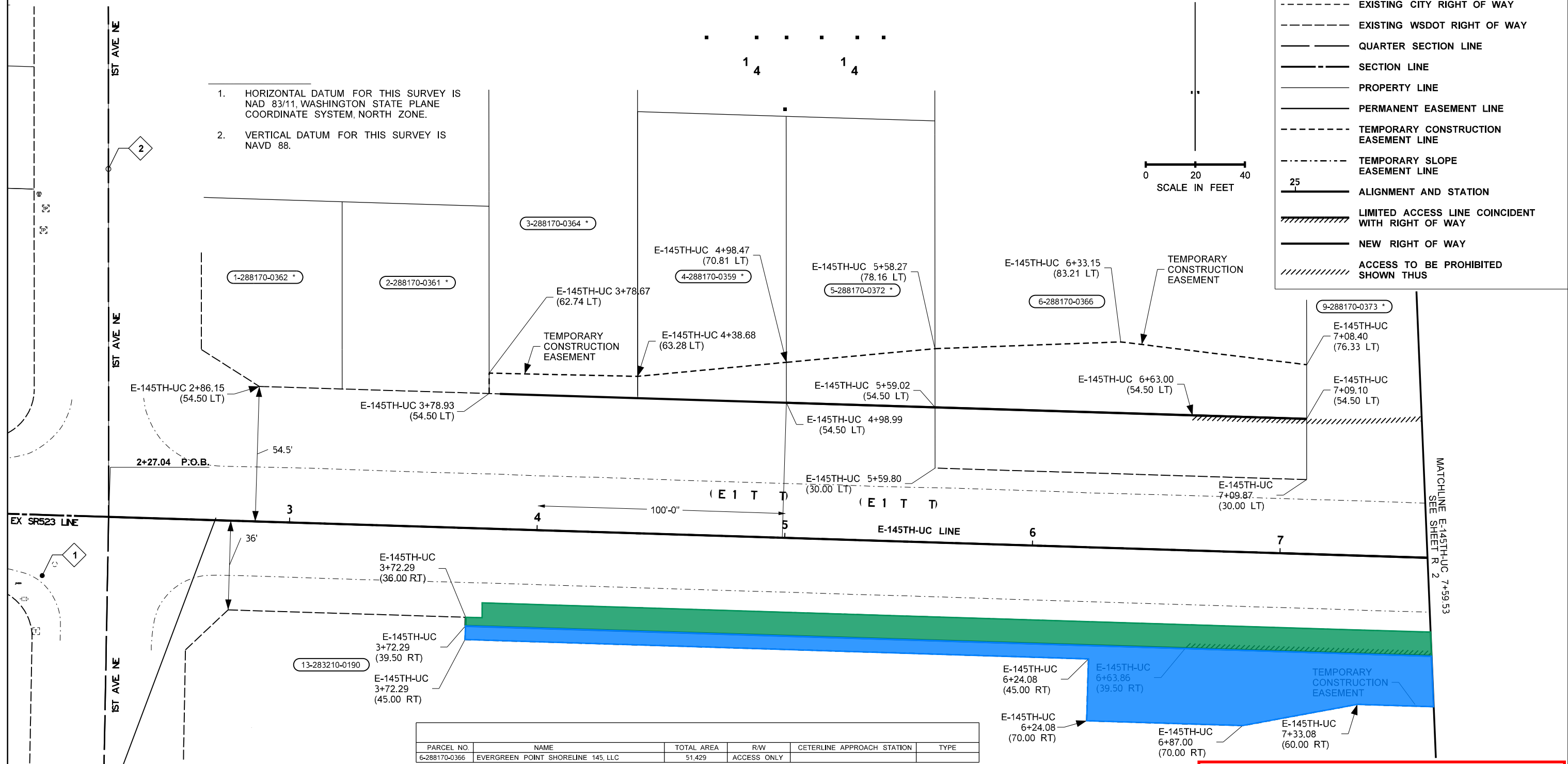
# Attachment A

## Attachment A

- HORIZONTAL DATUM FOR THIS SURVEY IS NAD 83/11, WASHINGTON STATE PLANE COORDINATE SYSTEM, NORTH ZONE.
- VERTICAL DATUM FOR THIS SURVEY IS NAVD 88.



- EXISTING CITY RIGHT OF WAY
- EXISTING WSDOT RIGHT OF WAY
- QUARTER SECTION LINE
- SECTION LINE
- PROPERTY LINE
- PERMANENT EASEMENT LINE
- TEMPORARY CONSTRUCTION EASEMENT LINE
- TEMPORARY SLOPE EASEMENT LINE
- ALIGNMENT AND STATION
- LIMITED ACCESS LINE COINCIDENT WITH RIGHT OF WAY
- NEW RIGHT OF WAY
- ACCESS TO BE PROHIBITED SHOWN THUS



PARCEL NO.	NAME	TOTAL AREA	R/W	CETERLINE APPROACH STATION	TYPE
6-288170-0366	EVERGREEN POINT SHORELINE 145, LLC	51.429	ACCESS ONLY		

PARCEL NO.	NAME	TOTAL AREA	R/W	LT. REMAINDER RT.	TEMP. EASMT	PERM. EASMT
1-288170-0362	SHORELINE TOD MULTIFAMILY	4.125	0	-	0	-
2-288170-0361	SHORELINE TOD MULTIFAMILY	4.479	0	-	0	-
3-288170-0364	SHORELINE TOD MULTIFAMILY	10.535	0	-	511	-
4-288170-0359	SHORELINE TOD MULTIFAMILY	6.934	0	-	753	-
5-288170-0372	SHORELINE TOD MULTIFAMILY	6.934	0	6,934	1,200	-
6-288170-0366	EVERGREEN POINT SHORELINE	51.429	3,677	41,600	3,861	-

\* CORRIDOR PROJECT PARCEL ACQUISITION ACTIVITIES NOT PART OF THIS PROJECT

### COLOR LEGEND

- Fee Acquisition Area
- Temporary Construction Easement Area

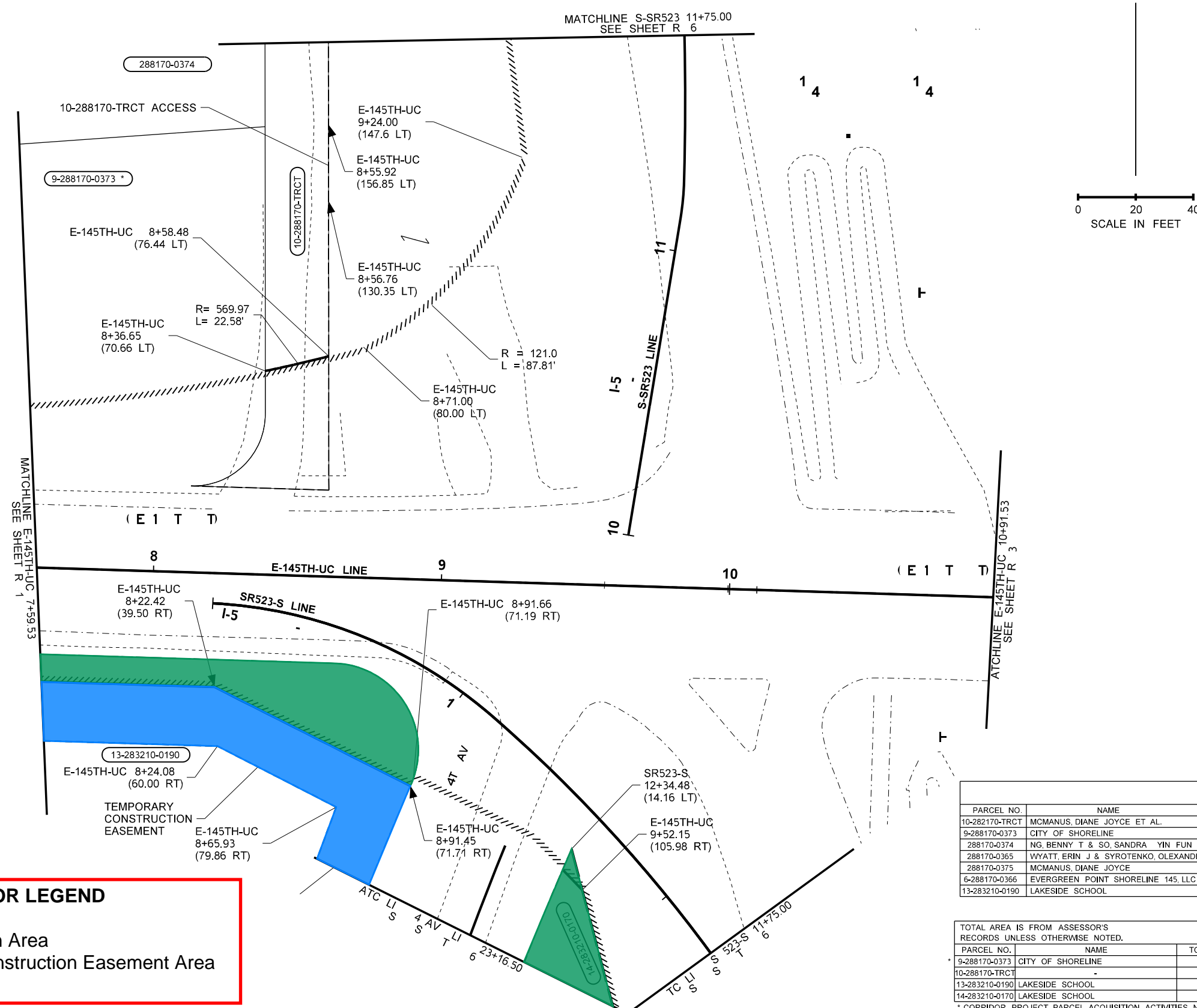
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TIME	12:47:03 P
DATE	2/8/2023
PLOTTED BY	GBULL
DESIGNED BY	N R GERS
ENTERED BY	N R GERS
CHECKED BY	S ND V L
PROJ. ENGR.	J TUTTLE
REGIONAL ADM.	C TTEN

REVISION	DATE	BY

REGION NO.	STATE	FED. ID PR J.N.
10	SH	STPUL-0523(011)
JOB NUMBER		
CONTRACT NO.	LOCATION NO.	



SR 523	MP 0.00 TO MP 0.78 AND MP 0.78 TO MP 1.11	Plot 1
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-----	EXISTING CITY RIGHT OF WAY
-----	EXISTING WSDOT RIGHT OF WAY
-----	QUARTER SECTION LINE
-----	SECTION LINE
-----	PROPERTY LINE
-----	PERMANENT EASEMENT LINE
-----	TEMPORARY CONSTRUCTION EASEMENT LINE
-----	TEMPORARY SLOPE EASEMENT LINE
-----	ALIGNMENT AND STATION
-----	LIMITED ACCESS LINE COINCIDENT WITH RIGHT OF WAY
-----	NEW RIGHT OF WAY
-----	ACCESS TO BE PROHIBITED SHOWN THUS

- EN E L N TES**
- HORIZONTAL DATUM FOR THIS SURVEY IS NAD 83/11, WASHINGTON STATE PLANE COORDINATE SYSTEM, NORTH ZONE.
  - VERTICAL DATUM FOR THIS SURVEY IS NAVD 88.

**ESS N TES**

TYPE C APPROACH IN AN OFF AND ON APPROACH IN LEGAL MANNER, FOR SPECIAL PURPOSE AND WIDTH TO BE AGREED UPON. IT MAY BE SPECIFIED AT A POINT SATISFACTORY TO THE STATE AT OR BETWEEN DESIGNATED HIGHWAY STATIONS.

\*THIS APPROACH SHALL PROVIDE ACCESS SOLELY FOR USE AS SINGLE FAMILY RESIDENCES UNTIL ACCESS FROM NE 147TH ST. CAN BE ESTABLISHED. THE APPROACH AT STATION E 145TH U.C. 8+49 LT. SHALL NOT EXCEED 45.82' IN WIDTH. IF THE PROPERTY USE CHANGES THE ACCESS APPROACH WILL NOT BE PERPETUATED ITHOUT SDOT'S PRIOR RITTEN APPROVAL, WHICH APPROVAL MAY BE GRANTED AFTER DETERMINATION AS THE IMPACTS TO THE SAFETY, OPERATIONS OR MAINTENANCE OF SAID HIGHWAY.

NO.2. THIS APPROACH IS TO BE USED TO SERVE MORE THAN ONE OWNER AND/OR UTILITY, FOR ONLY THOSE O NERSHIPS LISTED ON THE ACCESS APPROACH SCHEDULE.

**COLOR LEGEND**

	Fee Acquisition Area
	Temporary Construction Easement Area

PARCEL NO	NAME	TOTAL AREA	R/W	CETERLINE APPROACH STATION	TYPE
10-282170-TRCT	MCMANUS DIANE JOYCE ET AL.	5.769	ACCESS ONLY	E. 145TH U.C. 8+49 LT.	C*-2
9-288170-0373	CITY OF SHORELINE	15.085	ACCESS ONLY	E. 145TH U.C. 8+49 LT.	C*-2
288170-0374	NG, BENNY T & SO, SANDRA YIN FUN	7.211	ACCESS ONLY	E. 145TH U.C. 8+49 LT.	C*-2
288170-0365	WYATT, ERIN J & SYROTENKO, OLEXANDER	7.927	ACCESS ONLY	E. 145TH U.C. 8+49 LT.	C*-2
288170-0375	MCMANUS, DIANE JOYCE	9.298	ACCESS ONLY	E. 145TH U.C. 8+49 LT.	C*-2
6-288170-0366	EVERGREEN POINT SHORELINE 145, LLC	51.429	ACCESS ONLY	E. 145TH U.C. 8+49 LT.	C*-2
13-283210-0190	LAKESIDE SCHOOL	898.706	ACCESS ONLY		

TOTAL AREA IS FROM ASSESSOR'S RECORDS UNLESS OTHERWISE NOTED.

ALL AREAS ARE SHOWN IN SQUARE FEET UNLESS OTHERWISE NOTED.

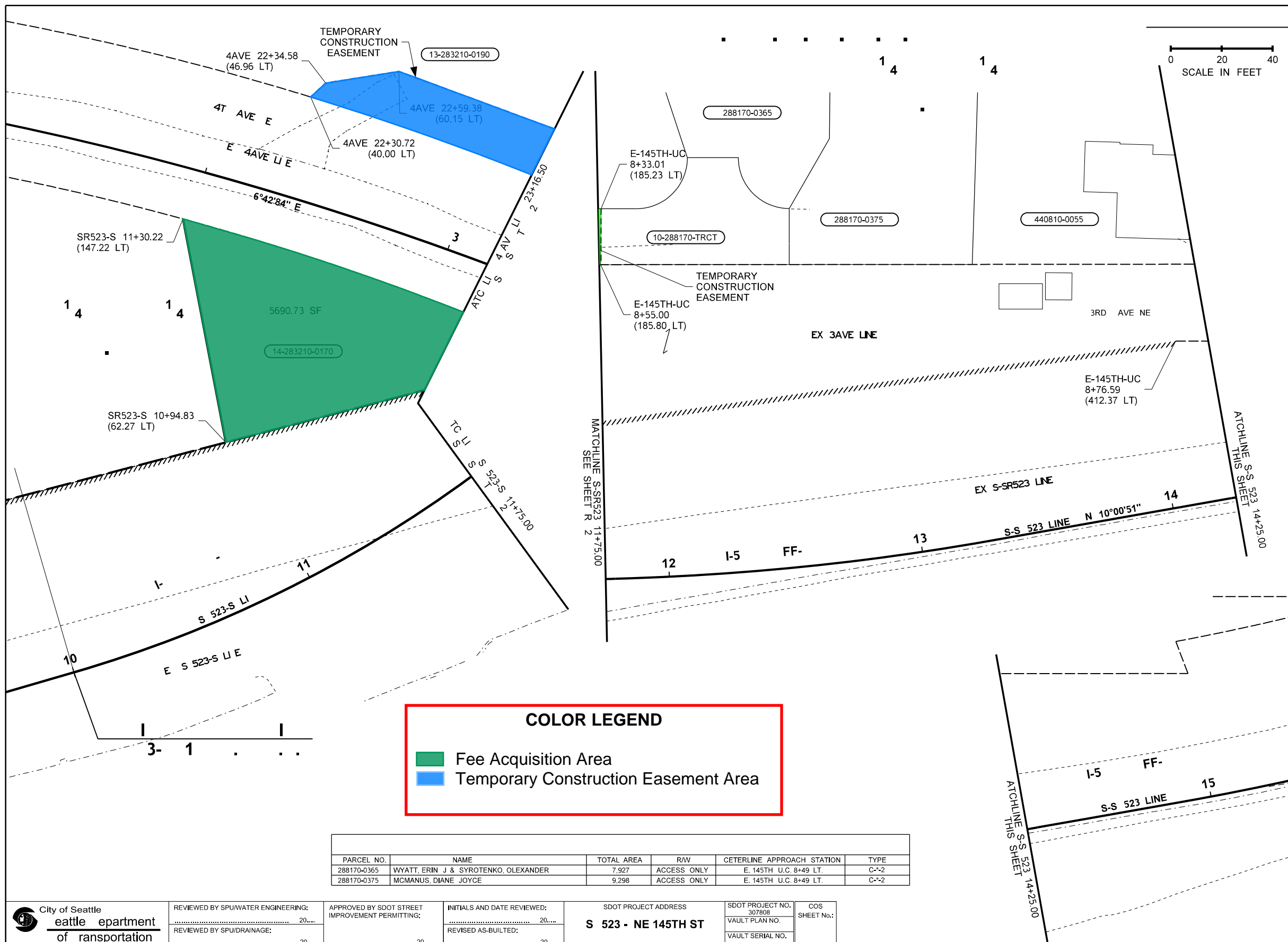
PARCEL NO.	NAME	TOTAL AREA	R/W	LT. REMAINDER RT.	TEMP. EASMT	PERM. EASMT
9-288170-0373	CITY OF SHORELINE	15.085	-	11.366	-	-
10-288170-TRCT	-	5.770	1.101	4.669	2.466	-
13-283210-0190	LAKESIDE SCHOOL	898.706	5.902	892.804	9.637	-
14-283210-0170	LAKESIDE SCHOOL	95.400	6.424	-	88.979	0

\* CORRIDOR PROJECT PARCEL ACQUISITION ACTIVITIES NOT PART OF THIS PROJECT

FILE NAME	c:\pw_working\lochner-slc\gibull\014715716242_PS_ALRW_002.dgn			
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DATE	2/8/2023			
PLOTTED BY	GBULL			
DESIGNED BY	N R GERS			
ENTERED BY	N R GERS			
CHECKED BY	S ND V L			
PROJ. ENGR.	J TUTTLE			
REGIONAL ADM.	C TTEN			
REVISION	DATE	BY		
REGION NO.	STATE	FED. ID PR J.N.		
10	SH	STPUL-0523(011)		
JOB NUMBER				
CONTRACT NO.	LOCATION NO.			

		SR 523	MP 0,00 TO MP 0,78 AND MP 0,78 TO MP 1,11	Plot 1
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- EXISTING CITY RIGHT OF WAY
- EXISTING WSDOT RIGHT OF WAY
- QUARTER SECTION LINE
- SECTION LINE
- PROPERTY LINE
- PERMANENT EASEMENT LINE
- TEMPORARY CONSTRUCTION EASEMENT LINE
- TEMPORARY SLOPE EASEMENT LINE
- 25 ----- ALIGNMENT AND STATION
- ////// LIMITED ACCESS LINE COINCIDENT WITH RIGHT OF WAY
- NEW RIGHT OF WAY
- ////// ACCESS TO BE PROHIBITED SHOWN THUS

- ENCLINOTES**
1. HORIZONTAL DATUM FOR THIS SURVEY IS NAD 83/11, WASHINGTON STATE PLANE COORDINATE SYSTEM, NORTH ZONE.
  2. VERTICAL DATUM FOR THIS SURVEY IS NAVD 88.

**COLOR LEGEND**

- Fee Acquisition Area
- Temporary Construction Easement Area

PARCEL NO.	NAME	TOTAL AREA	R/W	CETERLINE APPROACH STATION	TYPE
288170-0365	WYATT, ERIN J & SYROTENKO, OLEXANDER	7.927	ACCESS ONLY	E. 145TH U.C. 8+49 LT.	C-2
288170-0375	MCMANUS, DIANE JOYCE	9.298	ACCESS ONLY	E. 145TH U.C. 8+49 LT.	C-2

<p>City of Seattle eattle epartment of ransportation</p>	REVIEWED BY SPU/WATER ENGINEERING: ..... 20.....	APPROVED BY SDOT STREET IMPROVEMENT PERMITTING: ..... 20.....	INITIALS AND DATE REVIEWED: ..... 20.....	SDOT PROJECT ADDRESS <b>S 523 - NE 145TH ST</b>	SDOT PROJECT NO. 307808	COS SHEET No.:
	REVIEWED BY SPU/DRAINAGE: ..... 20.....	..... 20.....	REVISED AS-BUILT: ..... 20.....	..... 20.....	VAULT PLAN NO.	VAULT SERIAL NO.

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SR 523 MP 0.00 TO MP 0.78 AND MP 0.78 TO MP 1.11

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KING COUNTY JANUARY 2023

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Plot 1

PLAN REF NO  
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SHEET  
OF  
SHEETS

**CITY COUNCIL AGENDA ITEM**  
CITY OF SHORELINE, WASHINGTON

<b>AGENDA TITLE:</b>	Authorize the City Manager to Enter Into an Interlocal Agreement with eCityGov Alliance for the 2023 Aerial Mapping Project
<b>DEPARTMENT:</b>	Administrative Services
<b>PRESENTED BY:</b>	Karen Mast, Information Technology Manager
<b>ACTION:</b>	<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:**

The City has many functions that require updated and accurate aerial imagery, and the City’s current imagery from 2020 is no longer current enough to satisfy the needs of City services. This includes updated imagery for the comparison of plan sets for accuracy, identifying current land uses, engaging in code enforcement, responding to questions and concerns in the right-of-way, and identifying assets and conducting inspections for asset management. Updated elevation contours and planimetric data are also needed, as elevation and contour data are a vital component of utility modeling for the surface water and wastewater utilities and for engineering staff in the planning phases of capital projects. Aerial imagery is also often used in public outreach and display, making the City’s GIS data accessible to a larger audience by providing context.

To provide for this needed aerial imagery update, staff is proposing that the City partner with the eCityGov Alliance, a nonprofit corporation that provides governmental services to its member jurisdictions on a subscription basis. To enact this partnership, the City must enter into an interlocal agreement (ILA) with the eCityGov Alliance for the 2023 Aerial Mapping Project. Tonight, staff is requesting that Council authorize the City Manager to enter into this ILA.

**RESOURCE/FINANCIAL IMPACT:**

The total estimated cost of the aerial imagery mapping project is \$21,000. The interlocal agreement also provides an option to purchase supplemental products from this project such as planimetric data (building outlines, impervious surfaces) and elevation data (contour lines) for an additional cost. If these supplemental products are purchased, the cost is estimated to be between \$10,000 to \$15,000. The funds for this project were approved as part of the 2023-2024 biennial budget up to \$50,000.

**RECOMMENDATION**

Staff recommends that City Council move to authorize the City Manager to enter into an interlocal agreement with the eCityGov Alliance for the 2023 Aerial Mapping Project.

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

## **BACKGROUND**

Current digital aerial photography and mapping provide the backbone of essential geographic information system (GIS) layers for the City's GIS system. This geographic data supports many of the City's business needs, including traffic engineering, parks and open space planning, long range planning, surface water management, and code enforcement. The ability to access aerial imagery at regular intervals throughout time allows for detailed analysis and provides context for decision-making across City functions.

The City has many functions that require updated and accurate aerial imagery, including imagery for the comparison of plan sets for accuracy, identifying current land uses, engaging in code enforcement, responding to questions and concerns in the right-of-way, and identifying assets and conducting inspections for asset management. Updated elevation contours and planimetric data is also needed, as elevation and contour data are a vital component of utility modeling for the surface water and wastewater utilities and for engineering staff in the planning phases of capital projects. Aerial imagery is also often used in public outreach and display, making the City's GIS data accessible to a larger audience by providing context.

The last time the City acquired updated aerial imagery was 2020. This was done through a regional project with King County. Prior to that, the City worked with the eCityGov Alliance for their 2009, 2012, 2015, and 2020 aerial imagery projects. It is recommended that governmental jurisdictions acquire new imagery every three to five years depending on the level of development and landscape change. Shoreline is currently at the outside edge of this recommended update window.

## **DISCUSSION**

Given the importance of updated aerial imagery and the recommended timeframe by which the update should occur, staff is proposing that the City work again with the eCityGov Alliance, a nonprofit corporation that provides governmental services to its member jurisdictions on a subscription basis, on their 2023 Aerial Mapping Project. To enact this partnership, the City must enter into an interlocal agreement (Attachment A) with the eCityGov Alliance for this mapping project.

The term of the agreement is through completion of the mapping project (which is scheduled to be completed this year) or January 31, 2024, whichever comes first. Other participating jurisdictions in the 2023 Mapping Project include the cities of Bellevue, Bothell, Des Moines, Issaquah, Kenmore, Kirkland, Mercer Island, Newcastle, Sammamish, SeaTac, and the Northshore Utility District.

Alternatives to entering into the 2023 Mapping Project Interlocal Agreement are as follows:

- **Forgoing Updated Aerial Imagery Altogether.** This would result in an increase in staff time in the field verifying data, less accurate planning decisions, and a

reduction in customer response service levels. It is difficult to quantify the actual costs as they would be spread out and multiplied over multiple City functions.

- **Purchasing an Off-the-Shelf Data Set.** King County and a number of other vendors offer off-the-shelf imagery, but a cost comparison revealed little to no savings and a reduction in the quality of the delivered imagery and mapping.
- **Contracting With a Vendor Directly to Acquire the City's Own Imagery.** This would be prohibitively expensive as the base costs of getting an aircraft in the air and processing the data would not be shared with any other agencies. Estimates in 2020 for Shoreline flying alone reached \$40,000 with no supplemental products, outside quality control process, or project management costs included.

Based on these alternatives, staff recommends the City proceed with the interlocal agreement with the eCityGov Alliance for the 2023 Aerial Mapping Project. This option will provide the best quality aerial imagery at the least cost. If Council opts to not participate in the project with the eCityGov Alliance, it is uncertain when the City might be in a position to work with this regional group in the future.

### **RESOURCE/FINANCIAL IMPACT**

The total estimated cost of the aerial imagery mapping project is \$21,000. The interlocal agreement also provides an option to purchase supplemental products from this project such as planimetric data (building outlines, impervious surfaces) and elevation data (contour lines) for an additional cost. If these supplemental products are purchased, the cost is estimated to be between \$10,000 to \$15,000. The funds for this project were approved as part of the 2023-2024 biennial budget up to \$50,000.

### **RECOMMENDATION**

Staff recommends that City Council move to authorize the City Manager to enter into an interlocal agreement with the eCityGov Alliance for the 2023 Aerial Mapping Project.

### **ATTACHMENTS**

Attachment A: Interlocal Agreement with eCityGov Alliance for the 2023 Aerial Mapping Project

**INTERLOCAL AGREEMENT  
BETWEEN eCITYGOV ALLIANCE AND THE CITY OF SHORELINE  
CONCERNING THE 2023 AERIAL MAPPING PROJECT**

This Interlocal Agreement (“Agreement”) is made by and between eCityGov Alliance (“Alliance”), a public nonprofit corporation organized in accordance with a multi-jurisdictional interlocal agreement pursuant to chapter 39.34 RCW Interlocal Government Act, and the City of Shoreline (“City”), a Washington State municipal corporation organized as a non-charter optional code city pursuant to RCW Title 35A. This Agreement is authorized by chapter 39.34 RCW Interlocal Corporation Act. Alliance and the City may be referred to herein collectively as the “Parties” or individually as a “Party”.

**I. PURPOSE**

The Alliance is a public body and instrumentality of its members organized to jointly exercise essential government functions of its members pursuant to chapter 39.34 RCW. The Alliance has created programs and services for its members and offers these on a subscription basis to, among others, Washington municipal corporations.

The Alliance is facilitating an orthophotography imagery program that would provide aerial imagery for various planning purposes, including infrastructure, utilities, and community development.

The City has an interest in participating in the orthophotography imagery program because acquiring high quality aerial orthophotography imagery is critical to the City’s ability to perform, planning services, permitting services, code enforcement, asset management, and maintain parks and rights-of-way.

Accordingly, the Parties desire to enter into this Agreement, under the authority of chapter 39.34 RCW, to undertake the orthophotography imagery program.

Pursuant to and in accordance with the foregoing and the powers accorded to the Alliance and the City, the Parties enter into this Agreement as an exercise of their joint authority.

NOW, therefore, in consideration of the mutual benefits of this Agreement, the Alliance and the City agree as follows:

**II. ATTACHMENTS**

The following attachments are incorporated by reference and made a part of this Agreement:

- A. The Project scope of work and technical specifications are set forth in Attachment 1.
- B. The Project Fees are set forth in Attachment 2.

**III. DEFINITIONS**

In administering this Agreement, the following definitions shall apply. Any term or phrase is not expressly defined below it shall be given its usual and customary meaning.

## **Administrative Fees**

Administrative Fees are incurred through the administrative tasks necessary to manage the Project. This includes the responsibilities of the Alliance Executive Director, Project Manager and Administrative Staff responsibilities such as contract drafting, invoicing, finance management, issue identification and resolution, and technical support.

## **Aerial Imagery**

Photographs captured from a manned aircraft and geo-referenced to ground control points.

## **Base Product**

The base product is the acquisition of aerial imagery suitable for production of high-quality digital elevation data, high-resolution color orthophotography, and map compilation for the agreed upon project area. The product will be used to produce new ortho imagery and optionally, to update existing impervious surface features and topographic contours.

## **High-Resolution**

Imagery in which each pixel of the imagery shall represent no more than one quarter (1/4) square foot area.

## **Impervious Surfaces**

Surfaces which are intended to include but not limited to, paved surfaces, building foot prints, paving tiles, sport courts, car ports.

## **Project**

The Project is the orthophotography imagery program that will provide high-quality imagery to be used for various planning purposes including infrastructure, utilities, and community development.

## **Project Manager**

An independent contractor selected by Alliance who will provide regular communications, schedule updates, coordination with the City, and some data quality control services for the Project through a contract with the Alliance.

## **Supplemental Fees**

Supplemental fees are in addition to the Vendor Fees for supplemental products requested by the City and invoiced separately from the Vendor Fee invoices.

## **Supplemental product**

A product, such as topographic contours and impervious surface mapping, that are not part of the Base Product.

## **Topographic Contours**

GIS dataset representing continuous elevation lines.

## **Vendor**



An expert aerial mapping firm, or team of firms, selected by Alliance to enter into a professional services agreement (PSA) covering the duration of the Project, who will have the responsibility of completing the scope of work (SOW) attached to this Agreement (see Attachment 1).

#### **Vendor Fees**

Vendor fees will be based on a per-map cost negotiated with the Vendor, with City's totals varying depending on project area extents and adjacent agency project area overlaps. The Alliance will distribute a Project pricing spreadsheet to the City as a summary of what these costs will be.

### **IV. AGENCY COMMITMENTS – Roles and Responsibilities**

#### **A. Alliance responsibilities.**

1. Administration
  - a. The Alliance will serve as fiscal, administrative, coordinating and contracting agency on the Project through completion, estimated to be January 31, 2024.
  - b. The Alliance will engage or provide three individuals/vendors which include the following:
    - i. An aerial mapping vendor/vendor team ("Vendor") to utilize industry best practices and technology solutions to develop products meeting the City's business needs for the urban mapping environment.
    - ii. An experienced orthophotography coordinator who will be part of the Vendor team and serve as the dedicated Project Manager to monitor all Project phases and communicate effectively with Alliance, the City, and the Vendor.
    - iii. Alliance administrative staff who will assist with contract creation, financial transactions and other administrative support for the Project. The contract creation effort includes the Memorandum of Agreement, Professional Services Contracts and Scopes of Work for the Project Manager, as well as the Vendor.
  - c. The Alliance will assign appropriate resources to manage the Project and act as managing agency with Alliance Executive Director as overall Project Administrator, who will also manage the staff providing administrative support and the Project Manager.
  - d. Alliance will conduct the Project as contracting agent, coordinator, and overall manager.
  - e. Alliance will develop a Project plan and timeline that will serve as the blueprint for all Project activities so as to ensure the Project is progressing satisfactorily through the various Project tasks and achieving a successful outcome.
2. Project Manager
  - a. The Alliance shall select a Project Manager to manage Project tasks as an independent representative of the Alliance, working diligently to ensure timely completion and delivery of high-quality deliverables within the specified timeline and budget.
  - b. Project Manager tasks include but are not limited to:
    - i. Communicating project status and other related information among the City and the Vendor(s),
    - ii. Attending all required meetings,
    - iii. Updating the Project schedule as needed, and

- iv. Presenting project status reports.
  - c. The Project Manager shall be retained as part of the Vendor contract with a separate scope of work, which shall state that the Project Manager is and shall act as an independent consultant and not as the employee, agent, or representative of the Alliance or the City in the performance of any services for the Alliance or the City.
  - d. The Project Manager is expected to oversee an effective execution of Project tasks and activities, including regular interaction with both the City and Vendors.
3. Vendor
- a. The Alliance shall select a Vendor to perform and deliver Project deliverables as an independent entity from the Alliance or the City, working diligently to ensure timely completion and delivery of high-quality deliverables within the specified timeline and budget.
  - b. Tasks to be performed by the Vendor are substantially defined in Attachment 1 to this Agreement.
  - c. The Vendor shall be retained by separate agreement to be executed by the Alliance, which shall state that the Vendor is and shall act as an independent consultant and not as the employee, agent, or representative of the Alliance or the City in the performance of any services for the Alliance or the City.
4. Maintenance of Records
- a. The Alliance and its fiscal agent shall maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended in the performance of the Project and services related to the Project described herein.
  - b. These records shall be subject to inspection, review or audit by personnel from the City, other personnel duly authorized by the City, the Office of the State Auditor, any person making a request for information under the Public Records Act, and federal officials so authorized by law.
  - c. All books, records, documents, and other material relevant to this Agreement will be retained for six (6) years after expiration of the Agreement. The Office of the State Auditor, federal auditors, and any persons duly authorized by the City shall have full access and the right to examine any of these materials during this period. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**B. City Responsibilities**

- 1. Assign adequate staff or other resources to review Project deliverables within the indicated time constraints. Any deliverables returned to the Vendor for rework will also be subject to a redelivery/review/acceptance timeline.
- 2. Participate in all required meetings.
- 3. Timely issue payment for invoices.

**V. DELIVERABLES**

- A. The Project is intended to provide an expedient data set to the City which has identified business needs for current aerial mapping products.
- B. The deliverables include aerial mapping products, and the Base Product will be high-resolution color orthophotography suitable for large-scale urban mapping applications as described in Attachment 1.
- C. The orthophotography will cover the area of interest indicated by the City in its entirety as shown Attachment 1.
- D. Supplemental Products, such as topographic contours and impervious surface mapping, may be provided. These Supplemental Products will be accommodated as secondary priorities within the overall Project scope, with the color orthophotography being the primary deliverable.
- E. All data requested and paid for by the City will be provided to the City as the main deliverable, including both Base Product and Supplemental Product data.
- F. The City will own full legal title to such deliverables paid for and received pursuant to this Agreement. If the City terminates its participation in this Agreement, it will own any deliverables that it paid for and received, but it will not have any right to receive further deliverables relating to the Project under the terms of this Agreement.

**VI. CONTINGENCY**

- A. In the event that a suitable leaf-off weather window (February 1 – April 1) is unavailable, the City will be asked to indicate to the Alliance its preference to one of the following:
  - 1. Cancel the Project and Terminate this Agreement (with partial payment of Vendor flight mobilization fees and Alliance expenses), OR
  - 2. Defer the flight either until:
    - a. The next suitable weather window, but no later than July 1, 2023, or
    - b. Spring 2024 (with partial payment of Vendor flight mobilization fees and Alliance expenses).

**VII. FINANCIAL TERMS AND PAYMENT PROCESS**

- A. The Alliance agrees to serve as contracting agent for this Project, executing and administering a professional services agreement with its selected Vendor. The funding for the Project shall be as follows:
  - 1. Vendor fees. Alliance will distribute a Project pricing spreadsheet to the City as a summary of what these costs will be as shown in Attachment 2. These amounts will be based on a per-map cost negotiated with the Vendor.
  - 2. Administrative fees. Alliance will also include an administrative fee as part of the total costs as shown in Attachment 2. These amounts are based on costs incurred by Alliance to pay for the contracted Project Manager and the administrative work associated with

the Project. Administrative work includes contract creation and management, financial management and transactions, contractor management and general Project oversight.

3. Supplemental fees. If the City requests supplementary mapping products such as topographic contours and impervious surface mapping, these products will be invoiced as those deliverables. These fees will be set based on the contract with the Vendor to conduct this additional work and will be invoiced by the Alliance to pay the Vendor.

B. Alliance will invoice the City for progress payments using the following milestones/schedule:

1. Flight preparation (target April 31, 2023) – 50%
2. Orthophotography final acceptance (target October 31, 2023) – 50%
3. Supplemental GIS work final acceptance (target October 31, 2023) – 100%

The dates above are for Alliance accounting purposes only and are not the dates of the actual deliverable milestones from the Vendor's work. These are dates to allow for up to 60 days of invoice collection in preparation for payment to the Vendor closer to the actual deliverable dates.

- C. Since Vendor payment by Alliance is contingent on the City's payment to Alliance, prompt payment of each of these invoice cycles is required, in no case more than 60 calendar days from invoice receipt by the City. It is the City's responsibility to conduct deliverable reviews and acceptance within these time constraints so that Alliance can process Vendor payments as quickly as possible.
- D. If this Agreement is terminated as provided in Section VII(D), partial payment may be utilized if a Vendor Deliverable has not been completed/accepted according to this Agreement.

#### **VIII. EFFECTIVE DATE, AMENDMENT, DURATION, and TERMINATION**

- A. **Effective Date:** This Agreement shall be effective following the approval of this Agreement by the official action of the governing bodies of each of the Parties and the signing of the Agreement by duly authorized representatives of each Party. The Effective Date shall be the date of the last such signature as set forth below.
- B. **Amendment.** Any amendments to this Agreement shall be in writing and executed in the same manner as provided for the execution of this Agreement.
- C. **Duration.** This Agreement shall remain in full force and effect from the Effective Date through completion of the Project, or January 31, 2024, whichever comes first, unless terminated earlier as provided in Section VIII(D).
- D. **Termination.**
  1. This Agreement may be terminated, in whole or in part, by mutual written agreement between the Parties with fourteen (14) days written notice to the other Party.
  2. Each Party shall have the right to terminate this Agreement for cause by giving fourteen (14) days' notice to the other Party in writing.

3. In the event of such termination, all finished or unfinished documents, data, studies, worksheets, models and reports, or other material prepared by the Alliance pursuant to this Agreement shall be submitted to the City. In the event this Agreement is terminated by City the Alliance shall be entitled to payment for all hours worked and products produced. This provision shall not prevent the City from seeking any legal remedies it may have for violation or nonperformance of any of the provision of this Agreement and any such charges due the City shall be deducted from the final payment due the Alliance.
  4. Either Party shall have the right to terminate this Agreement if the other Party is in material breach of any term of this Agreement pursuant to Section XI.
- E. Continuing Obligations. Following any amendment or termination of this Agreement, each Party shall nonetheless fulfill all outstanding obligations or liabilities under this Agreement incurred or arising prior to the effective date of the amendment or termination.

#### **IX. INDEPENDENT CONTRACTOR**

In providing services under this Agreement, each Party is an independent contractor and neither it nor its officers, nor its agents nor its employees are employees of the other Party for any purpose, including responsibility for any federal or state tax, industrial insurance, or Social Security liability. Neither shall the provision of services under this Agreement give rise to any claim of career service or civil service rights, which may accrue to an employee of a Party under any applicable law, rule or regulation.

#### **X. HOLD HARMLESS AND INDEMNIFICATION**

- A. To the extent permitted by state law, and for the limited purposes set forth in this Agreement, each Party to this Agreement shall protect, defend, hold harmless and indemnify the other Party, their officers, elected officials, agents and employees, while acting within the scope of their duties as such, from and against any and all claims (including demands, suits, penalties, liabilities, damages, costs, expenses, or losses of any kind or nature whatsoever) arising out of or in any way resulting from such Party's own negligent acts or omissions related to such Party's participation and obligations under this Agreement.
- B. Each Party agrees that its obligations under this subsection extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the industrial insurance act provision of Title 51 RCW. The provisions of this subsection shall survive and continue to be applicable to any Party exercising the right of termination.

#### **XI. DISPUTE RESOLUTION AND BREACH**

- A. Dispute Resolution.
  1. For the purpose of this Section, any written request or notice shall be sent to the Parties as set forth in Section XIII(H), Notices.
  2. Performance of each Party's obligations and responsibilities of this Agreement, not subject to the dispute, shall continue during any dispute resolution or mediation proceedings.

3. 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 Agreement through any method afforded by law.
4. Methods of dispute resolution are as follows:
  - 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, Alliance 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 additional 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.

**B. Breach of Agreement.**

1. If the Alliance fails to retain a Vendor and/or a Project Manager within the time period contemplated by this Agreement or fails to timely deliver the Base Products and Supplemental Products, if applicable, then the Alliance shall be considered in material breach of this Agreement. The Alliance shall cure this material breach within thirty (30) calendar days of the City's written request to perform. During this time, the City may without any and all payments due until such time as the Alliance cures this material breach.
2. If the Alliance fails to cure a material breach within thirty (30) calendar days of the request to perform, then this Agreement shall terminate and the Alliance shall not be entitled to any payments, invoiced or not invoiced.
3. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval of the Parties.

**XII. FILING**

A fully executed copy of this Agreement shall be filed with the Shoreline City Clerk and posted on the City of Shoreline website pursuant to RCW 39.34.040 within thirty (30) days of the Effective Date.

**XIII. ADDITIONAL TERMS**

- A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Washington. The venue for any action hereunder shall be in the Superior Court of Washington for King County.
- B. Compliance with laws. In meeting the commitments encompassed by this Agreement, the Parties shall comply with all applicable state or local laws.
- C. Interpretation. This Agreement shall be interpreted to the extent possible in a manner consistent with all applicable laws and not strictly for or against either Party.
- D. Severability. If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the remaining provisions shall continue in full force and effect. If any provision of this Agreement shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which shall remain in effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement. To this end, the provisions of this Agreement are declared to be severable. Should the invalidated provision be necessary to accomplish the purpose of the Agreement, the Parties agree to negotiate a provision which will allow such purpose to be accomplished. If agreement cannot be reached on a replacement provision, the Agreement will be deemed terminated as of the date required by the invalidation.
- E. Survival. Terms of this Agreement, which by their nature would continue beyond termination, will survive termination of this Agreement for any reason, including without limitation, terms in Sections IV(1)(4), VIII(E), X, and XI(A)(b).
- F. No Waiver. The failure of any Party to exercise any rights or remedies under this Agreement shall not be a waiver of any obligation by that Party and shall not prevent any Party from pursuing the right at any future time.
- G. No Third-Party Beneficiaries. This Agreement is for the benefit only of the Parties and is not intended to benefit any other person or entity. No person or entity not a party to this Agreement shall have any third-party beneficiary or other rights whatsoever hereunder. This Agreement is not intended to and shall not be construed to benefit a particular class of persons or individuals.
- H. Notice. Any notice required by this Agreement is effective only if provided in writing to the individual designated in this section or to their successors. Notice shall be delivered electronically via email except a notice of amendment, termination, or breach shall be delivered both electronically via email and by U.S. Certified Mail.

eCityGov Alliance  
Attn: Executive Director

City of Shoreline  
Name/Title

PO Box 90012  
Bellevue, WA 98009-9012  
info@ecitygov.net

17500 Midvale Ave N  
Shoreline, WA 98133  
Email

- I. Entire Agreement. This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties.
- J. Non-Discrimination. No Party shall discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, political affiliation or belief or the presence of any sensory, mental or physical handicap in violation of any applicable federal law, Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 USC 12110 et seq.). In the event of the violation of this provision, the other Party may terminate this Agreement immediately.
- K. Legislative Changes. The Parties intend this Agreement to remain effective in the event of legislative change to authority cited above. The provisions of this Agreement shall be deemed to change in a manner that is consistent with any changes to cited authority.
- L. No Joint Venture or Partnership. No joint venture, separate administrative or governmental entity, joint board, or partnership is formed as a result of this Agreement.
- M. Successors and Assigns. Neither the City nor the Alliance shall assign, transfer or encumber any rights, duties or interests accruing from this Agreement without the written consent of the other.
- N. Public Records Act. The Parties are both public agencies subject to Washington's Public Records Act, chapter 42.56 RCW, and that all documents produced in connection with this Agreement, including audit records, may be deemed a public record as defined in the Public Records Act and that if a public records request received, unless a statute exempts disclosure, the custodial party must disclose the record to the requestor.
- O. Headings and Construction. Section headings are intended as information only and shall not be construed with the substance of the section they caption. In construction of this Agreement, words used in the singular shall include the plural and the plural the singular, and "or" is used in the inclusive sense, in all cases where such meanings would be appropriate.
- P. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all counterparts together shall constitute but one and the same instrument.
- Q. Authority to Execute. Each individual executing this Agreement on behalf of the respective entity represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of such entity, and that this Agreement is binding upon that entity in accordance with its terms.



This Agreement is executed by:

eCityGov Alliance

\_\_\_\_\_

(Signature)

\_\_\_\_\_

(Date)

\_\_\_\_\_

(Print Name)

City of Shoreline

\_\_\_\_\_

(Signature)

\_\_\_\_\_

(Date)

\_\_\_\_\_

(Print Name)



## Attachment 1 Scope of Work

### 2023 eCityGov Alliance Aerial Mapping Project

#### 1. Introduction

The 2023 eCityGov Alliance Aerial Mapping Project (“Project”) is a continuation and expansion of the 2022 eCityGov Alliance Aerial Mapping Project and will commence with the acquisition of high-quality, digital, 4-band imagery. This product will be used to produce new ortho imagery and optionally, to update existing impervious surface features and topographic contours. The area of new orthoimagery is approximately 219 square miles in size and includes the agencies (“Participants”) shown in *Figure 1*, many of them with overlapping project areas.

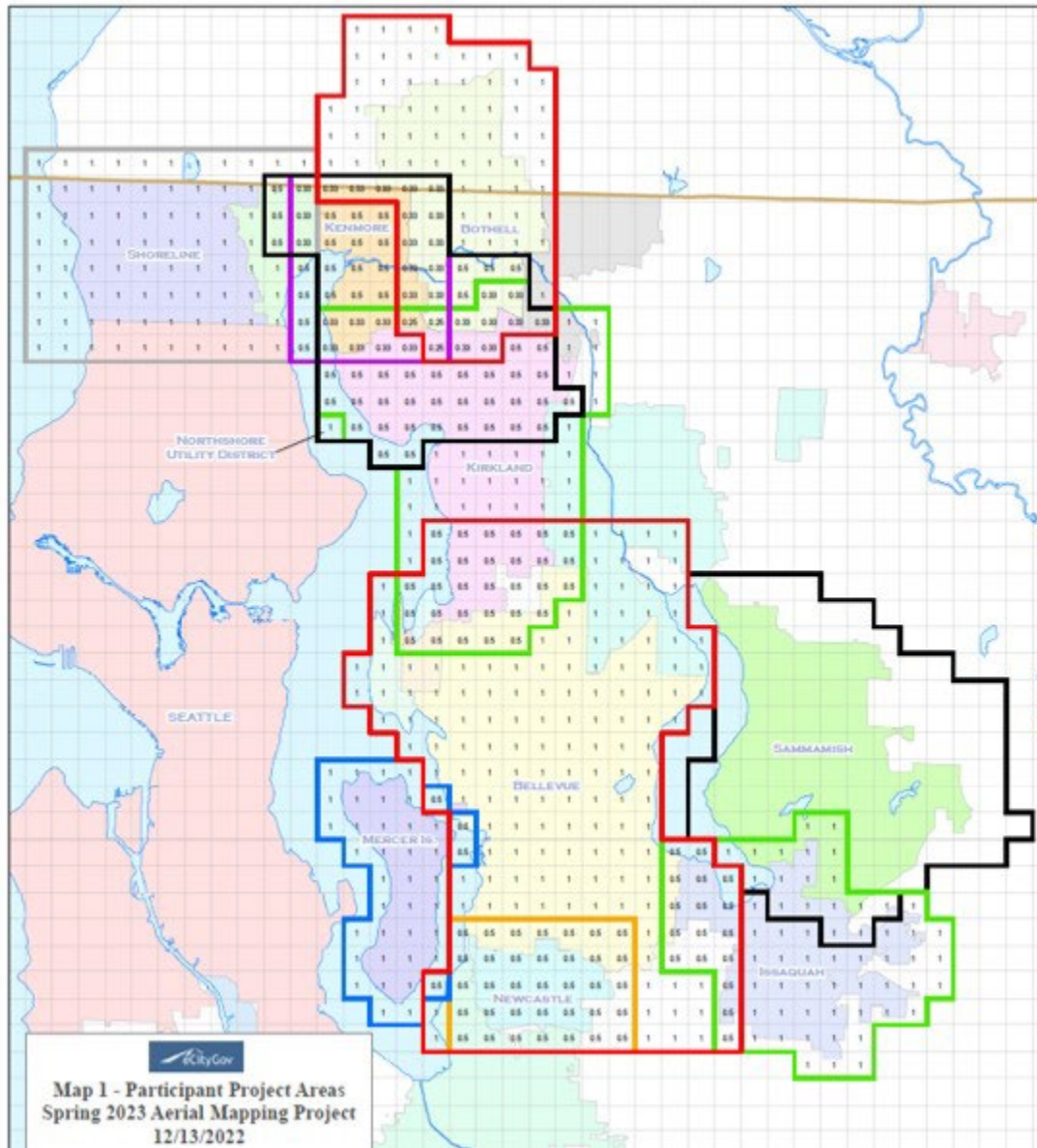
The Project will involve all photogrammetric processes necessary to create high quality color (RGB) orthophotography, as well as other aerial mapping products as identified. The Project scope will be described here as a sequence of tasks, each with deliverables and specifications. Effective project management by the selected vendor will be a key, overarching task that will receive significant emphasis during the Project. The Participants will apply extensive quality control reviews and approvals at key milestones, upon which authorization for subsequent tasks will depend. The primary deliverables for the Project are shown below in *Table 1*.

The Project will be sponsored and managed administratively by the eCityGov Alliance (“Alliance”), a governmental agency formed under chapter 39.34 RCW and organized as a Washington nonprofit corporation, located in Bellevue City Hall, Bellevue, Washington (<http://ecitygov.net/Default.aspx>). In this role, Alliance will be responsible for executing a professional services agreement (“PSA”) with the vendor, as well as all matters pertaining to Project finances (vendor billing, Participant invoicing, etc.). Supporting Alliance will be a dedicated project manager/coordinator who will monitor all Project phases and communicate effectively with Alliance, Participants, and the vendor.

*Table 1. Spring 2022 Eastside Aerial Mapping Project: Primary Deliverables*

Item	Description
Raw aerial imagery	4-band (RGB+IR), 32-bit, GeoTiff (georeferenced by nadir)
Orthophotography	4-band (RGB+IR), 32-bit, MrSID (1:20) and GeoTIFF (3,000'x3,000' tiles)
Supplementary products	Contours, impervious feature updates, mosaics, etc. (see Tasks 10-11)
Intermediate products	As noted in task descriptions

Figure 1. 2023 eCityGov Alliance Aerial Mapping Project Extents



## 2. Project Management

The vendor will abide by the following minimum requirements:

- A collaborative Project Team approach
- Bi-weekly status reports or other jointly agreed-upon progress tracking mechanism
- Progress billing based on actual work accomplished at mutually agreed-upon milestones
- Accurate, complete documentation
- Strict adherence to agreed-upon budget and schedule



- Use of photogrammetric industry best practices for large-scale, urban mapping products
- Specific, timely issue/resolution summaries as needed

The vendor will designate a Responsible Person-in-charge for the duration of the Project who will act in an executive capacity with regard to contractual, technical oversight, and resource commitment matters. For all Project work and deliverables, it is the expectation of Alliance and the Participants that the vendor will assemble a highly competent technical production team led by a seasoned, expert project manager. If these resources include one or more subcontractors, such arrangements should be clearly communicated in advance to Alliance. Likewise, the commitment of particular aircraft and sensors to the Project should be established early on. Significant changes to any of these resourcing matters should be discussed expeditiously with Alliance and its project manager when such changes appear imminent and/or necessary.

### **3. Task 1 – Project Planning and Ramp-up**

In this task, the vendor will attend a kickoff meeting with the Participants to review the vendor project plan. At this juncture, it is expected that the contracted scope of work will be detailed and complete, with few exceptions. This meeting will be an opportunity to clarify any remaining questions or issues about the project and how it is to proceed. The goal is to finalize the entire body of work to be completed, roles and responsibilities, timeline, and critical quality metrics. Specifically, the Alliance Executive Director, the Alliance project manager, the vendor Responsible Person-in-charge, the vendor project manager, and selected Participant representatives will review:

- Contracted Scope of Work
- Project area map
- Imagery acquisition: weather opportunities, challenges, and contingency plans
- Survey control
- Imagery quality parameters
- Accuracy requirements
- Selection of pilot area(s)
- Production sequence
- Quality control procedures and milestones
- Acceptance criteria: orthophotography and vector data
- Schedule
- Budget and invoicing
- Communication plan
- Vendor resource commitment (project management, staff, equipment, etc.)

After this task is completed, the Alliance project manager will summarize the kickoff meeting addressing all open issues and critical path items. The Alliance



project manager will circulate this summary to the Participants and authorize Task 2 to begin.

#### 4. Task 2 – Flight Planning

The foundation for the Project is the acquisition of aerial imagery suitable for production of high-quality digital elevation data, high-resolution color orthophotography, and map compilation for the project area. Based on the project extent for ortho delivery (~ 219 mi<sup>2</sup>), the vendor will develop a preliminary flight plan for collecting digital imagery for the Project.

Parallel flight lines are designed in a north-south direction, except for additional spot shots and flight lines taken over major bridge overpasses. All imagery will be acquired at a maximum GSD of 7cm ( $\leq 0.229$  foot). Forward overlap within a line will be maintained at a minimum of 80% for all lines. Side overlap between lines will be a minimum of 40% for all lines. Additional “spot shots” and lines will be flown directly over significant bridges and high-rise buildings to ensure minimal distortion of elevated structures.

Given that the optimal leaf-free flight window in the Puget Sound area is very short due to sun angle and unpredictable spring weather conditions, the vendor’s flight plan will address three scenarios: a) Assuming sufficient time and optimal flight condition. The vendor will commit to completing the entire flight mission in its entirety before full leaf-out; b) conditions not permitting, the flight plan will be revised to reflect an early-summer mission, conceivably with a somewhat- or much-reduced Project area; c) the Project will be either cancelled or deferred until 2024 (no flight plan required).

Should Scenario a) not be feasible, Alliance, Project Participants, and the vendor will fully discuss alternative approaches and promptly decide on a contingency plan. At this point the vendor will immediately prepare and submit an invoice to cover expenses to date, including project management, aircraft mobilization, survey control, etc.

The vendor flight plan will address the following factors:

- Coverage to the full extent of project area tiles regardless of land/water boundary.
- Type of aircraft, camera and airborne GPS configuration.
- Image overlap including sufficient coverage at project edge.
- Additional images over freeway interchanges and other elevated structures to minimize “lean”
- Minimum sun angle requirements for reduced shadows.
- Coordination with Sea-Tac ATC.
- Contingency options for weather, aircraft, and/or equipment issues
- Post-flight imagery inspection and scheduling of reflight(s), if needed
- Supplemental survey control needed



### 5. Task 3 – Survey Control Plan

The vendor will assess all existing ground control for Project suitability. If required, additional ground control will be surveyed to adequately extend over the Project area to meet accuracy requirements for 0.25' orthos and 2-foot contours. Preliminary analysis shows adequate control exists to produce the intended mapping products per specification. The vendor may utilize existing survey control and related sources such as points from past Eastside projects, the 2016 PSLC regional lidar project, various WDOT projects that fall within the Project area, or other appropriate sources. The Project goal is to utilize existing sources where possible and add supplemental control where necessary.

Coordinates will be provided as follows:

*Horizontal: NAD83(91) Washington State Plane North*  
*Vertical: NAVD88*  
*Mapping units: U.S. Survey Feet*

The survey control plan will also use Airborne GPS (AGPS) and IMU collected by the aircraft during acquisition. The AGPS provides accurate sensor location at time of exposure. The IMU collects the sensor orientation at time of exposure. AGPS and IMU will supplement existing ground control, photogrammetric tie-points, and lidar data to provide the final adjusted fit for the aerial triangulation.

### 6. Task 4 – Flight(s); Imagery Collection

The vendor will conduct the aerial imagery acquisition as set out in the Task 2 Flight Planning. The vendor will schedule and execute the aerial mission(s) per the approved plan, utilizing the first opportunity on or after March 1, 2023, to meet basic aerial imagery requirements (satisfactory weather, sun angle, etc.). Imagery will not be collected when the ground is obscured by haze, snow, smoke, dust, floodwaters or other environmental factors that may hide ground detail. Clouds and/or shadows of clouds will not appear in the imagery. To minimize ground object shadows, the sun angle/altitude will be at least 35° above the horizon when the imagery is collected.

During acquisition, the vendor's project manager will communicate daily with the Alliance project manager with status and specific information regarding which areas have been completed, problems (if any) encountered, and estimated time of task completion. In addition to the immediate post-flight imagery inspection (Task 2, above), the vendor will expeditiously process and quality check the imagery, and report results to the Alliance project manager (see Task 5, below). This report will include:

- Tabular listing and digital map (compatible with Flight Plan map) of final AGPS photo centers
- Dates and times of flights (by flight line)
- Summary of imagery quality (density, defects, consistency, etc.)
- Equipment and procedures used in evaluating imagery geometry and



quality

- Description and location of re-flights if needed.

## 6. Task 5 – Imagery Review

As flight(s) are completed and aerial imagery is available, the vendor will proceed to review the imagery in accordance with the agreed upon specifications. The imagery will support the production of high quality orthophotography and other deliverables listed earlier. The goal of this task is to identify unacceptable imagery, if any, so that re-flights can be scheduled with all due haste. The vendor will utilize the production environment, equipment, procedures, trained staff, and specifications agreed to in the Task 1 kickoff meeting. If specifications must be adjusted, the vendor will fully disclose and obtain concurrence from the Alliance project manager before proceeding. Of importance are any quality issues pertaining to radiometry, geometry and usability for aerial triangulation (AT) as well as orthophotography production. Rework will be identified and scheduled as necessary. The imagery collection task will be substantially completed before AT begins.

Raw camera imagery will be processed in *UltraMap* (or equivalent) software and exported to 4-band (RGB+IR), 32-bit TIFF images for production of deliverables. Images will be reviewed ASAP to identify specific issues requiring re-flight, such as: the presence of small clouds, cloud shadows, and image anomalies. All errors and issues will be noted, and a re-flight will be performed immediately (subject to weather constraints). Rejected photos will be removed from further production. Re-flights will include at least one additional image captured before and after replacement images within a flight line. Re-flights will occur as close as possible to the acquisition time of surrounding imagery to ensure best match of sun and shadows. Final imagery will be radiometrically balanced to remove sun spots, and a project-wide color adjustment will be applied to provide a similar color and histogram range to all images. Final delivery will include TIFF images georeferenced to ABGPS photo centers and a QC Report.

## 7. Task 6 – Aerial Triangulation (AT)

The vendor will utilize the reviewed/accepted imagery, survey control, airborne GPS (photo center positions), and state of the art software solutions to complete this task. At the conclusion of this task, the vendor project manager will brief the Alliance project manager on the task outcome, including the incidence of errant, discarded, or anomalous network points, and the resolution of these gaps.

Final imagery will be imported into INPHO *MatchAT* or equivalent on a stereo workstation using processed AGPS photo centers and IMU data to geo-reference all photos to their correct location and rotation. Thousands of automatic tie points will be calculated within all areas of image overlap. Graphical display of points allows review of errors and distribution; tie points with high residual errors will be automatically removed. A minimum 3-fold connection will be maintained along a flight line and 6-fold connection between lines. Tie points will be manually added in areas where automatic generation is too sparse (ex: in areas



of dense trees) or where large water bodies prevent good automatic placement of points. Ground control (in NAD83/91, the Project datum) will be measured in all images, and a slightly heavier weight will be applied in the software to adjust the AGPS photos centers to the project datum, a shift of about -0.3 foot (X and Y) in this area. Final tie points will have a sigma naught  $\leq 1.0 - 1.5$ . AGPS and control will be statistically reviewed for fit and accuracy to ensure RMS values are less than 1 – 1.5 pixels.

Results of the AT will meet ASPRS (Dec/2014) guidelines for 2D and 3D digital data per the specifications required for this project. Horizontal accuracy will meet requirements for 0.25' orthos, while 3D data will meet accuracy for 2-foot contours. Per *Table 2* below, the horizontal accuracy class is 0.5 foot and the vertical accuracy class is 1.0 foot per ASPRS standards. Final delivery will include an AT Report with a QC Summary and Final Block Adjustment Results (EO format).

The mapping specifications to be used in this and all subsequent production are:

**Projection/Coordinate system:** Washington State Plane  
 Coordinates (North Zone)  
**Datum/Units:** NAD83 (1991) - Horizontal Datum  
 NAVD88 - Vertical Datum (GEOID 12B)  
 U.S. Survey Feet

Table 1. Project Accuracy

Accuracy per Current ASPRS Standards (Dec/2014)					
Project 2D and 3D Data					
Ortho Pixel Size (ft)	Horizontal Accuracy Class (ft)	Vertical Accuracy Class (ft)	Non-Veg Vertical Absolute Accuracy for 3D Data (ft)	AT Accuracy for Orthos and 2ft Contour Data (ft)	
	RMSE <sub>xy</sub>	RMSE <sub>z</sub>	95% CL (<1.96*Z)	RMSE <sub>xy</sub>	RMSE <sub>z</sub>
0.25	0.50	1.00	1.96	0.25	0.50

**8. Task 7 – Pilot Test**

The vendor will conduct a limited pilot test with actual orthophoto production to demonstrate the quality that will be achieved throughout the project area. To expedite this task, the Participants will choose one test area for which suitable surface elevation data already exists, crossing at least two tiles and multiple image frames. The Participants, the Alliance project manager, and the vendor project manager will review the pilot and jointly develop the criteria that will be utilized in the review and acceptance of all remaining orthophotography deliverables. The vendor will note that treatment of seams, color balance, image sharpness, detail in shadow and highlight areas, and elevated structure “lean” are all criteria that the Participants will examine closely (Please see Task 12 - Deliverables Review and Acceptance).





Two contiguous pilot tiles will be delivered to the Participants for review, created using updated DEM data, as an example of the final delivery. Other delivery items include: seamlines (Geodatabase format), GeoTIFF tiles, and DEM used.

### **9. Task 8 – Ortho DEM Update**

In this task, the vendor will update the existing ortho digital elevation model (DEM), revising elevation (mass) points and breaklines for the project area as shown on *Figure 1*. Existing orthos will be compared with new images to identify areas of change. New DEM will be collected in stereo for areas of change that will affect accuracy during image rectification. Preliminary orthos will be reviewed to identify issues caused by DEM errors such as gaps and anomalies. Due to use of dense Lidar data, updated ortho DEM will be delivered in LAS format for DEM points and 3D breaklines (Geodatabase format). *Note:* The Task 8 DEM update is minimal and only for orthorectification quality. It is important to provide final orthos to users as early as possible without delays caused by contour-quality update. (See Task 10 for discussion of the DTM update for 2-foot contours).

### **10. Task 8a – Impervious Change Review**

In this task, the vendor will utilize preliminary orthophotography and existing impervious GIS data sets from those Participants opting for this deliverable, to do a detailed review of areas of change within *impervious* project extents. The goal is to quickly delineate a reasonably complete overview of areas of impervious feature change. The vendor's price quotation assumes approximately 5% of the specified *impervious* project area will require updates. This task will help refine what percentage of a particular city's impervious project area will require updates, and how that relates to both the price quote and the available budget.

### **11. Task 9 – Orthophoto Production**

In this task, the orthophotography production will occur for the ortho areas shown in *Figure 1*, including rectification, mosaicking, graphic editing, and clipping of final tiles. The Participants are seeking the highest image quality reasonably attainable through current photogrammetric industry best practices. This includes such parameters as image sharpness, color balance, detail visibility in shadow and highlight areas, treatment of buildings and elevated structures, attention to defects and blemishes, geometry (including edge-matching between adjacent images), and treatment of seam lines. Regardless of the somewhat subjective nature of orthophotography quality control, the Participants expect the vendor will implement and achieve a uniformly high standard of orthophoto quality on this project. The Alliance project manager will work closely with the vendor at the beginning of the Project to establish clear product acceptance criteria. The vendor project manager will ensure that the production sequence agreed upon in the Task 1 kickoff meeting is followed and will provide advance notification of product delivery to the Alliance project manager.

The vendor will utilize INPHO *OrthoMaster* and *OrthoVista* software or equivalent for all ortho production. Images will be imported into the software using final AT



results. Immediately, a preliminary set of orthos will be produced using the existing DEM (no updates) and auto-generated seamlines. Prelims will be provided to the Alliance in a SID/SDW format (40:1 compression) for interim use by the Participants until completion of final orthos.

The optimal center portion from each original image will be used in the final production process by creating “seamlines” using a mixture of automatic and manual methods. Existing building polygons will assist in the best auto-seamline placement. The most nadir portion of each image will be identified while also considering the most logical location to transition to a new image. If possible, seamlines will not be placed down the middle of a road with tall conifers on either side to reduce tall trees from obscuring the road corridor. Final seamlines will be exported to a project-wide shapefile for use in QC Review.

The updated DEM will be used to rectify each new photo. After rectification, mosaicking and cutting the mosaics to the project tile scheme, orthos will undergo an internal QC review. Subsequent corrections will occur prior to delivery to the Participants. The vendor’s internal review will identify and correct the following issues: building and bridge distortions; building lean issues; visibility of features in shadows and highlights, including any issues with excessive dodging and tonal balance; edge matching along seamlines and tile edges; hot spots; blurred imagery; and zero-value pixels (missing data). Finally, data will be provided to the Participants for QC.

Upon completion of client review, each Participant will provide a Geodatabase identifying all corrections to be made. The vendor and Participants will have agreed, during Task 7 – Pilot Test, upon methodology for final QC review and acceptance criteria, including possible use of an online QC portal managed by the vendor for ortho review. Final delivery will include: 4-band (RGB+IR), 32-bit ortho tiles in GeoTIFF and SID/SDW format; seamlines in Geodatabase format; and a QC Report.

## **11. Task 10 – Contour Production**

Updated 2-foot contours will be provided as an option for those Participants desiring this deliverable, within contour project extents (roughly, city limits of Kenmore, Bothell, and Sammamish). The vendor will utilize the 2016 PSLC lidar data as it is the most recent and detailed terrain surface available. Existing lidar will be imported into the vendor’s classification software to improve upon the inherent classification errors in the existing data. Ground classified points will be exported into a dense grid of data and supplemented with breaklines along water features (for hydro-flattening), as well as retaining walls and other sharp-edged features using the current stereo imagery. Areas of change since the lidar was collected will be revised with new points and breaklines using the new stereo imagery. Two-foot contours will be generated from the resulting updated DTM.

The vendor will utilize topology checks and other automated techniques to ensure that contour lines do not intersect with others or themselves, do not contain gaps, and if closed are longer than the minimum agreed upon distance at the beginning of the project. The Alliance project manager will provide



size/length specifications for closed contour inclusion. Contours will be delivered for each Participant requesting this product in an ESRI ArcMap Geodatabase (v.10.x) with metadata. The DTM used to generate contours will be delivered in .LAS or .LAZ format for points (due to density of data) and 3D breaklines and waterbodies as a Geodatabase.

## 12. Task 11 – Impervious Feature Mapping

This task involves creating new or updated impervious features within *impervious* project extents. Features to be updated include the following:

- Building Rooflines with attributed elevations (for new or changed buildings).
- Paved Driveways
- Paved Streets and Roads
- Bridges
- Paved Parking Lots
- Other features (decks, patios, street islands, miscellaneous walkways, and public-use sidewalks)

The vendor will collect new features (or update existing ones) in stereo, and seamlessly match to existing data where appropriate. Spot elevations will also be collected at the highest point on all new or revised buildings, and a height will be added to the building feature attributes.

The vendor will ensure that all new or revised polygons are closed, can be clearly differentiated in donut (courtyard) situations, and do not overlap themselves or adjacent outlines. Topology checks will be performed on all final polygonal features to identify and correct for erroneous overlaps and gaps. Features will be delivered in an ESRI ArcMap Geodatabase (v.10.x), following each Participant's format, with the following data: buildings, driveways, sidewalks, paved streets and roads, paved parking lots, bridges, and miscellaneous features. Metadata will be added and a Geodatabase of update polygons will be provided. Expected positional accuracy of final data is 1" - 100' map scale (the original scale for most existing data). Features 100 square feet in size or larger are to be mapped.

The vendor will match new features to existing data in accordance with business rules discussed and agreed upon in the Project's kickoff meeting.

## 13. Task 12 – Deliverables Review and Acceptance

This task extends throughout the project and involves the systematic quality checking by Participant staff of all vendor deliverables; the notification by the Alliance project manager of product shortcomings, if any; the timely reworking/redelivery of rejected vendor deliverables, as necessary; and the final Participant acceptance of each deliverable. Vendor deliverables are of three



types:

1. Meetings, plan documents, communications: These are typical of any major project and are primarily for progress tracking and overall project documentation purposes. The Alliance project manager will review these promptly, notify and distribute to Participants, contact the vendor project manager as necessary for clarifications or corrections, accept, and archive.
2. Interim data products: These include digital components of the production process that are used in creating the final products. Examples are the raw imagery, photo center GPS coordinates, the AT solution/report, and mosaic seamlines. The Participants require these as project deliverables for their internal QC efforts, as well as for potential use in future work. The Alliance project manager will review these promptly, notify and distribute to Participants, contact the vendor project manager as necessary for clarifications or corrections, accept on behalf of the Alliance and Participants, and archive.
3. Final data products: Final delivery includes items noted in *Table 1* at the beginning of this document. The following acceptance criteria, plus any other criteria established after review of the Pilot Area, will be used:
  - Deliverables without correct identification or spatial extents will be immediately returned for vendor rework.
  - Deliverables will undergo a random (spot) check, and if this review reveals 10% or more incidence of defects, the products will be returned to the vendor without further review.
  - Deliverables passing the spot check will undergo a thorough check, and if this review reveals 10% or more incidence of defects, the products will be returned to the vendor for correction without further review. The Alliance project manager and Participant staff may reduce the amount of quality checks if the overall quality of deliverables appears to be high.
  - Participants are expected to conduct their internal deliverable reviews promptly and in no case more than 21 calendar days after product delivery.

The vendor will provide interim delivery of data and reports throughout the project to assist Participant assessment of quality and progress. Consistent and clear communication is key to a successful project, and weekly or bi-weekly status reports will be provided to include current concerns. Issues or shortcomings identified by the Participants throughout the project will be addressed and corrected as soon as possible. Delivery of interim data will include: Flight index, AGPS/IMU, georeferenced raw imagery, AT Report and block adjustment results, and mosaic seamlines.

#### **14. Task 13 – Project Closeout**

In this task, the vendor and the Alliance project manager will meet to resolve any remaining project issues. Once all issues are resolved, the vendor will submit



the final project invoices. The Participants will complete all final product reviews and expedite final payment to the vendor.

### 15. Approximate Project Schedule

VENDOR SCHEDULE		
Task or Deliverable	Description	Estimated Schedule
1	Project Planning/Ramp-up	1/6 - 1/20/2023
2	Flight Planning	1/30 - 2/10/2023
3	Survey Control Plan	1/30 - 2/10/2023
4	Imagery Collection	3/13 - 4/16/2023
5	Imagery Review	4/17 - 4/28/2023
6	Aerial Triangulation (AT)	4/25 - 5/31/2023
7	Pilot Test (submission for review)	6/9/2023
8	Ortho DEM Update	6/1 - 6/30/2023
	Delivery of Preliminary Orthos	6/30/2023
8a	Impervious Change Review	6/15 - 7/15/2023
9	Orthophoto Production	6/6 - 8/31/2023
	Delivery of Orthos for Participant Review	8/1 - 8/31/2023
	Submission of Final Orthos	10/14/2023
10	Contour Production	7/31 - 8/31/2023
	Contour Delivery for Review	8/15 - 8/31/2023
11	Impervious Feature Mapping	7/31 - 8/31/2023
	Impervious Delivery for Review	8/15 - 8/31/2023
12	Deliverables Review and Acceptance	9/1 - 9/30/2023
	Close of Participant Ortho Review	9/1/2023
	Close of Participant Contour Review	9/29/2023
	Close of Participant Impervious Review	9/30/2023
13	Project Closeout	11/30/2023

**2023 Aerial Mapping Project**

Updated by December 5, 2022

		ORTHO TILES / AGENCY - 11/2022										Base Ortho Photography	Alliance Admin Fees	Contracted PM Fees	Total Admin Fees	Grand Total
	Cost/tile*	Tiles/agency	1.00 tiles / cost		.5 tiles / cost		.33 tiles / cost		.25 tiles / cost		784					
2022 "old" cost	198.25			198.25		99.13		66.08		49.56	784					
2023 "new" cost	208.00			208.00		104		69.33		52						
AGENCY																AGENCY
Bellevue		223	137	\$ 28,496.00	86	\$ 8,944.00		\$ -		\$ -	\$ 37,440.00	\$ 2,353.24	\$ 935.00	\$ 3,288.24	\$ 40,728.24	Bellevue
Bothell		88	60	\$ 11,895.00	4	\$ 396.50	21	\$ 1,387.75	3	\$ 148.69	\$ 13,827.94	\$ 2,353.24	\$ 935.00	\$ 3,288.24	\$ 17,116.18	Bothell
Issaquah		74	57	\$ 11,856.00	17	\$ 1,768.00		\$ -		\$ -	\$ 13,624.00	\$ 2,353.24	\$ 935.00	\$ 3,288.24	\$ 16,912.24	Issaquah
Kenmore		42		\$ -	16	\$ 1,664.00	23	\$ 1,594.67	3	\$ 156.00	\$ 3,414.67	\$ 2,353.24	\$ 935.00	\$ 3,288.24	\$ 6,702.91	Kenmore
Kirkland		109	30	\$ 5,947.50	61	\$ 6,046.63	15	\$ 991.25	3	\$ 148.69	\$ 13,134.06	\$ 2,353.24	\$ 935.00	\$ 3,288.24	\$ 16,422.30	Kirkland
Mercer Island		40	36	\$ 7,488.00	4	\$ 416.00		\$ -		\$ -	\$ 7,904.00	\$ 2,353.24	\$ 935.00	\$ 3,288.24	\$ 11,192.24	Mercer Island
Newcastle		35		\$ -	35	\$ 3,640.00		\$ -		\$ -	\$ 3,640.00	\$ 2,353.24	\$ 935.00	\$ 3,288.24	\$ 6,928.24	Newcastle
Northshore Utility District		85	1	\$ 198.25	50	\$ 4,956.25	31	\$ 2,048.58	3	\$ 148.69	\$ 7,351.77	\$ 2,353.24	\$ 935.00	\$ 3,288.24	\$ 10,640.01	Northshore Utility District
Sammamish				\$ -		\$ -		\$ -		\$ -	\$ -	\$ 2,353.24	\$ 935.00	\$ 3,288.24	\$ 3,288.24	Sammamish
Shoreline		88	78	\$ 16,224.00	7	\$ 728.00	3	\$ 208.00		\$ -	\$ 17,160.00	\$ 2,353.24	\$ 935.00	\$ 3,288.24	\$ 20,448.24	Shoreline
<b>Total:</b>		<b>784</b>	399		280		93		12		\$ 117,496.44	\$ 23,532.40	\$ 9,350.00	\$ 32,882.40	\$ 150,378.84	

## 2023 Aerial Mapping Project Other Fees Detail

Updated by November 4, 2022

Hours	Rate*	Amount	Postion(s)
80	95.27	\$ 7,621.60	Senior Finance Analyst: Responsible for billing, accounts payable, budget monitoring, etc.
120	132.59	\$ 15,910.80	Executive Director: Execute and manage project agreement, vendor contracts, overall project, etc.
		<b>\$ 23,532.40</b>	<b>Administrative Total**</b>

\*Rates reflect a cost recovery model that includes salary, benefits and overhead consistent with Federal OMB A-87.

\*\*No Alliance administrative fees are taxed

Hours	Rate	Amount	Postion(s)
110	85	\$ 9,350.00	Contracted Project Manager - ESTIMATE NOT FINAL

**2023 Aerial Mapping Project Supplemental Costs**

*Updated*

Agency	Topo	Impervious	Contours	Other	TOTAL Supplemental Cost	Milestone 1 50%	Milestone 2 50%
Bellevue					TBD		
Bothell					TBD		
Issaquah					TBD		
Kenmore					TBD		
Kirkland					TBD		
Mercer Island					TBD		
Newcastle					TBD		
Northshore Utility District					TBD		
Sammamish					TBD		
Shoreline					TBD		
Total					TBD	#VALUE!	#VALUE!

Grand Total Base Orthophotography #REF!  
 Grand Total Aerial Mapping Project Budget #VALUE!  
**Grand TOTAL #REF!**



**2023 eCityGov Alliance Aerial Mapping Project - Shoreline ILA Administration Additional Costs***Updated December 5, 2022*

	<b>Hours</b>	<b>Rate</b>	<b>Total Future Estimated</b>
Alliance Attorney	4	\$ 360.00	\$ 1,440.00
Executive Director	7	\$ 132.59	\$ 928.13
		<b>Total</b>	<b>\$ 2,368.13</b>

**CITY COUNCIL AGENDA ITEM**  
CITY OF SHORELINE, WASHINGTON

<b>AGENDA TITLE:</b>	Action on Resolution No. 511 - Repealing Resolution No. 483 and Ending the Requirement of Mandatory COVID-19 Vaccinations as a Qualification of Employment or Public Service and for Contractors Providing Services at City Facilities
<b>DEPARTMENT:</b>	City Manager's Office
<b>PRESENTED BY:</b>	John Norris, Assistant City Manager
<b>ACTION:</b>	<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 October 4, 2021, the City Council approved Resolution No. 483 which established a mandatory vaccination policy as a qualification of employment or volunteer public service with the City of Shoreline. It also required that contractors providing services in City facilities be fully vaccinated. Tonight, the City Council is scheduled to take action on proposed Resolution No. 511 (Attachment A) which would repeal Resolution No. 483 and end the requirement for this mandatory vaccination.

As per Council Rule of Procedure 6.1.B, which states that for an Action Item that is before the City 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. Council should therefore allow for Public Comment following the staff report, and the same rules for Public Comment provided as part of the Council's Regular Meeting shall apply.

**RESOURCE/FINANCIAL IMPACT:**

There is no financial impact to repealing Resolution No. 483 and ending the requirement of mandatory COVID-19 vaccinations as a qualification of employment, public service or for providing contracted services at City facilities. Resolution No. 483 was instituted as a public health and safety measure. When the Resolution was enacted, the identified potential resource impact was the staff time needed to monitor and process vaccination verification forms and exemption/accommodation requests. With the potential repeal of Resolution No. 483, this impact will be eliminated.

**RECOMMENDATION**

Staff recommends that the City Council adopt Resolution No. 511 repealing Resolution No. 483 and ending the requirement of mandatory COVID-19 vaccinations as a qualification of employment, public service or for providing contracted services at City facilities.

Approved By:            City Manager **BE**    City Attorney **JA-T**

## **BACKGROUND**

On March 4, 2020, the Shoreline City Manager executed a Local Declaration of Public Health Emergency related to COVID-19. The City Manager's Declaration was subsequently ratified by the City Council through adoption of Resolution No. 454. As COVID-19 case counts finally began to drop in 2022 and statewide masking and vaccination restrictions were lifted, the City officially ended the Local Declaration of Public Health Emergency related to COVID-19 by rescinding Resolution No. 454 on October 17, 2022, via Resolution No. 500.

However, independent of the Local Declaration of Public Health Emergency, on October 4, 2021, the Council adopted Resolution No. 483 which established a mandatory COVID-19 vaccination policy as a qualification of employment or volunteer public service with the City of Shoreline. Resolution No. 483 also applied to contractors working at City facilities. The staff report for this Council action can be found at the following link:

<http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2021/staffreport100421-8b.pdf>.

As per Resolution No. 483, the vaccine mandate that the Resolution enacted is in effect until expressly revoked by formal action of the City Council. Thus, the rescission of Resolution No. 454 (ending of COVID-19 Local Declaration of Public Health Emergency) in October 2022 did not revoke the City's COVID-19 vaccine mandate. The Council is now interested in exploring the repeal of Resolution No. 483 and ending the requirement of mandatory COVID-19 vaccinations as conditions of employment, volunteer service or contracting in City facilities. To do this, Council must adopt a Resolution formally repealing the prior Resolution. Proposed Resolution No. 511 (Attachment A) would provide for this vaccine mandate repeal.

## **DISCUSSION**

As the COVID-19 global pandemic has waned, masking and other public health regulations have been lifted, and local, state and federal public health emergency measures have been rescinded (the federal public health emergency will expire May 11<sup>th</sup>), staff feels that now is an appropriate time to also repeal the City's vaccine mandate. This is supported by high vaccination rates in Shoreline and King County and the availability of COVID-19 boosters.

Throughout the pandemic, the City communicated that we would follow public health guidance and direction in making the best decisions for the organization and the community regarding COVID-19 personal and community safety. In February 2023, at the time King County repealed their COVID-19 vaccination mandate, Dr. Jeff Duchin, Health Officer for Public Health – Seattle & King County, stated that, "while the significant benefits of vaccination have not changed, the acute threat to our community and healthcare system has decreased. Therefore, it makes sense that vaccination is highly recommended but no longer required for King County and Seattle staff and contractors outside of health care settings." Dr. Duchin also stated that, "at this stage in the pandemic, we have higher levels of immunity from vaccination and from many people having had COVID-19 infections. Treatments such as Paxlovid antiviral

treatment are available for people who get infected and may be at higher risk. We also have tools to further reduce the spread of illness.”

Thus, while there could still be some benefit to continue the City’s vaccination mandate, in balancing the trade-offs of this policy and the level of personal and community safety that now exists, staff feels comfortable recommending a change in policy from mandating vaccinations as a condition of employment, volunteering or contracting with the City, to one of strongly recommending vaccination for people in those capacities.

It is challenging to assess what the impact of the vaccination mandate has been on recruiting and filling open job positions at the City. While the City has been facing recruiting challenges that have affected the public sector nationwide and reflects the general changes in labor market during and after the pandemic, attributing these challenges to the vaccine mandate is difficult to do. The applicant pool for the City’s open positions have been qualified and diverse; however, repealing the vaccine mandate would likely open the applicant pool to more candidates who have not applied with the mandate in place. Where the policy has created some clearer challenges involves volunteers performing service on behalf of the City. While there have been many volunteers serving the City on a regular basis, including all members of our Boards and Commissions, some ad-hoc or one-off volunteer events have had challenges managing volunteer compliance with the mandate. While the City has of course managed this issue since the imposition of the policy, repealing the vaccine mandate will make volunteer coordination and management much easier in these instances, and will likely increase volunteerism at the City.

### **Vaccination Mandates of Other Local Jurisdictions**

Staff also researched other local jurisdictions’ policies regarding COVID-19 vaccination mandates. Staff found that the following municipalities had vaccination requirements as conditions of employment at one point, but that they have since been repealed:

- City of Burien
- City of Kirkland
- City of Lynnwood (except for their municipal court)
- City of Mercer Island
- City of Mountlake Terrace
- City of Newcastle
- City of Normandy Park
- City of Seattle
- City of Snoqualmie
- City of Redmond

The only local municipality that staff could identify that continues to have a vaccine mandate for their staff, volunteers or contractors is the City of Olympia. The State of Washington also continues to have a vaccine requirement in place as a condition of employment. Other local jurisdictions that staff surveyed had never put a vaccine mandate in place.

**Tonight's Council Action**

Tonight, Council is scheduled to take action on proposed Resolution No. 511. As per Council Rule of Procedure 6.1.B, which states that for an Action Item that is before the City 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. Council should therefore allow for Public Comment following the staff report, and the same rules for Public Comment provided as part of the Council's Regular Meeting Agenda shall apply.

**RESOURCE/FINANCIAL IMPACT**

There is no financial impact to repealing Resolution No. 483 and ending the requirement of mandatory COVID-19 vaccinations as a qualification of employment, public service or for providing contracted services at City facilities. Resolution No. 483 was instituted as a public health and safety measure. When the Resolution was enacted, the identified potential resource impact was the staff time needed to monitor and process vaccination verification forms and exemption/accommodation requests. With the potential repeal of Resolution No. 483, this impact will be eliminated.

**RECOMMENDATION**

Staff recommends that the City Council adopt Resolution No. 511 repealing Resolution No. 483 and ending the requirement of mandatory COVID-19 vaccinations as a qualification of employment, public service or for providing contracted services at City facilities.

**ATTACHMENTS**

Attachment A – Proposed Resolution No. 511

**RESOLUTION NO. 511**

**A RESOLUTION OF THE CITY OF SHORELINE, WASHINGTON, REPEALING RESOLUTION NO. 483, A RESOLUTION REQUIRING MANDATORY COVID-19 VACCINATIONS AS A QUALIFICATION FOR EMPLOYMENT OR PUBLIC SERVICE AND FOR CONTRACTORS PROVIDING SERVICES AT CITY FACILITIES.**

WHEREAS, on October 4, 2021, the Shoreline City Council passed Resolution No. 483 setting forth a COVID-19 vaccine requirement for employees, elected officials, appointed members of boards and commissions, volunteers and for contractors providing in-person services at City Facilities; and

WHEREAS, Section 5 of Resolution No. 483 stated that it will remain in effect until expressly revoked by formal action of the City Council; and

WHEREAS, since the passage of Resolution No. 483, masking and other public health regulations related to COVID-19 have been lifted and local, state, and federal public health emergency measures have been rescinded; and

WHEREAS, the City Council has determined that although vaccinations are still highly recommended by public health officials, there is no longer an acute threat to the community and the healthcare systems given the high levels of immunity gained from vaccination along with the additional tools that are now available to treat and reduce the spread of COVID-19;

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

**Section 1. Repeal of Resolution No. 483.** Resolution No. 483, passed by the Shoreline City Council on October 4, 2021, setting forth a COVID-19 vaccine requirement is hereby repealed.

**Section 2. Corrections by City Clerk.** Upon approval of the City Attorney, the City Clerk is authorized to make necessary corrections to this Resolution, including the corrections of scrivener or clerical errors; references to other local, state, or federal laws, codes, rules, or regulations; or resolution numbering and section/subsection numbering and references.

**Section 3. Severability.** Should any section, subsection, paragraph, sentence, clause, or phrase of this Resolution or its application to any person or situation be found unconstitutional or invalid for any reason by any court of competent, such decision shall

not affect the validity of the remaining portions of this Resolution or its application to any person or situation.

**Section 4. Effective Date.** This Resolution shall take effect and be in full force immediately upon passage by the City Council.

**PASSED BY THE CITY COUNCIL ON MAY 8, 2023.**

\_\_\_\_\_  
Keith Scully, Mayor

ATTEST:

\_\_\_\_\_  
Jessica Simulcik Smith, City Clerk

**CITY COUNCIL AGENDA ITEM**  
CITY OF SHORELINE, WASHINGTON

<b>AGENDA TITLE:</b>	Discussion and Update of the 145 <sup>th</sup> Street Corridor and Interchange Projects		
<b>DEPARTMENT:</b>	Public Works		
<b>PRESENTED BY:</b>	Tricia Juhnke, Public Works Director		
<b>ACTION:</b>	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Motion
	<input checked="" type="checkbox"/> Discussion	<input type="checkbox"/> Public Hearing	

**PROBLEM/ISSUE STATEMENT:**

In 2016, the City completed the 145<sup>th</sup> Street Multi-Modal Corridor study to improve safety and congestion along the regionally significant corridor from Aurora Avenue N to Bothell Way N.E. Since then, the City has moved forward with design of the 145<sup>th</sup> Street Interchange and 145<sup>th</sup> Street Corridor projects, including securing funding through a variety of partners. Tonight’s discussion and presentation are intended to update the City Council on the status of the project, past and future milestones including design completion, property acquisition, advertising for construction, and the project budget.

**RESOURCE/FINANCIAL IMPACT:**

There is no direct financial impact from tonight’s Council discussion. All project phases (design, right-of-way, and construction) for the 145<sup>th</sup> Street Corridor Project (Phase 1) and the 145<sup>th</sup> Street Interchange Project are fully funded. The tables in the Resource/Financial Impact Section starting on page 6 of this staff report summarize the revenues and expenditures for both projects. The project financials need to be managed separately due to funding requirements but are being combined into a single project for construction bidding and securing of a contractor.

The project cost estimates include a standard 10% construction contingency and the required 1% for the Arts. In addition to the project costs for both projects, the combined project will deliver \$6.3 million in utility relocations which will be reimbursed by the associated utilities (SPU, SCL, Lumen, Comcast). Public Works management has also incorporated a 5% management reserve (not included in the project cost tables) which will be utilized only at the discretion of the City Engineer. If needed, the additional reserve would be funded by Connecting Washington funds receive by the City. The total combined project is approximately \$75M.

**RECOMMENDATION**

This staff report is for Council discussion purposes and no action is required. Staff recommends that Council ask questions regarding the projects.

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



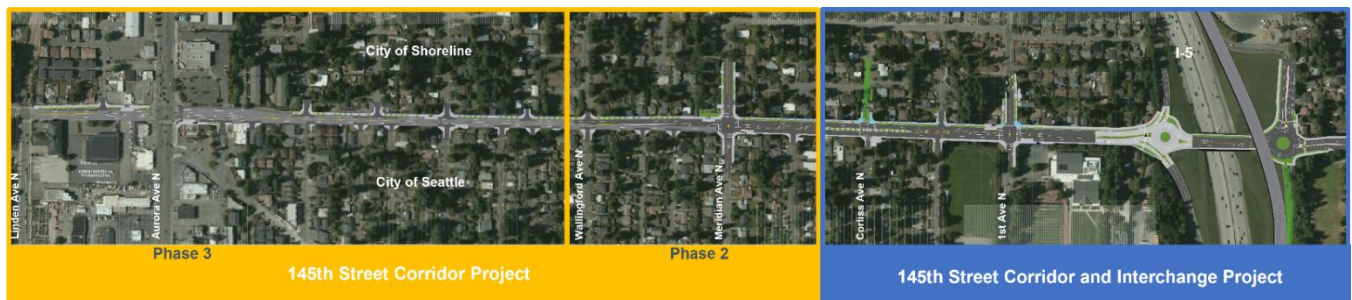
## BACKGROUND

The 145<sup>th</sup> Street Corridor, from Aurora Avenue N to Bothell Way NE, has been a regionally significant route for transit and vehicles for many decades. As traffic volumes along the corridor and on Interstate-5 (I-5) have increased, the corridor has become increasingly congested, causing long delays and lowering levels of service at intersections. With the start of Sound Transit Link Light Rail service to the Shoreline South/148<sup>th</sup> Station and redevelopment in the 148<sup>th</sup> Station Subarea, the 145<sup>th</sup> Street Corridor and I-5 Interchange needs to handle more traffic and accommodate more transit connections. Also, the 145<sup>th</sup> Street Corridor's pedestrian facilities are generally not compliant with the Americans with Disabilities Act (ADA) and no cycling facilities are present along the corridor.

Beginning in 2014, the City prepared an analysis of conditions and planned traffic growth along the 145<sup>th</sup> Street Corridor and then proceeded to design based on that analysis to improve the corridor between Aurora Avenue N and 5<sup>th</sup> Avenue NE, including the Interchange at I-5. Following completion of the [145<sup>th</sup> Street Multi-Modal Corridor Study](#) in 2016, the interchange and corridor were separated into two separate projects, with the corridor eventually being further separated into several phases.

Staff sought consulting services for design of the 145<sup>th</sup> Street Corridor Project and the Interchange Project under one Request for Qualifications with the stipulation that one consultant could be chosen for both, or the projects could be awarded separately. Based on analysis of the statements of qualifications received from a number of consulting teams, staff recommended separating the 145<sup>th</sup> Street Corridor and Interchange into two separate design contracts, awarding the design contract for the 145<sup>th</sup> Street Corridor Project to CH2M Hill (now Jacobs Engineers, Inc.) and awarding the design contract for the 145<sup>th</sup> Street Interchange Project to H.W. Lochner, Inc., based on their qualifications for the respective projects.

The phasing of the projects is shown below, with the 145<sup>th</sup> Street Corridor Project being divided into three phases progressing from east to west. This was driven by the timing of grant funding application cycles and the need to acquire additional funding for the second and third phases of the Project. Phase 1 of the 145<sup>th</sup> Street Corridor Project and the Interchange Project are the funded projects that are moving to construction.

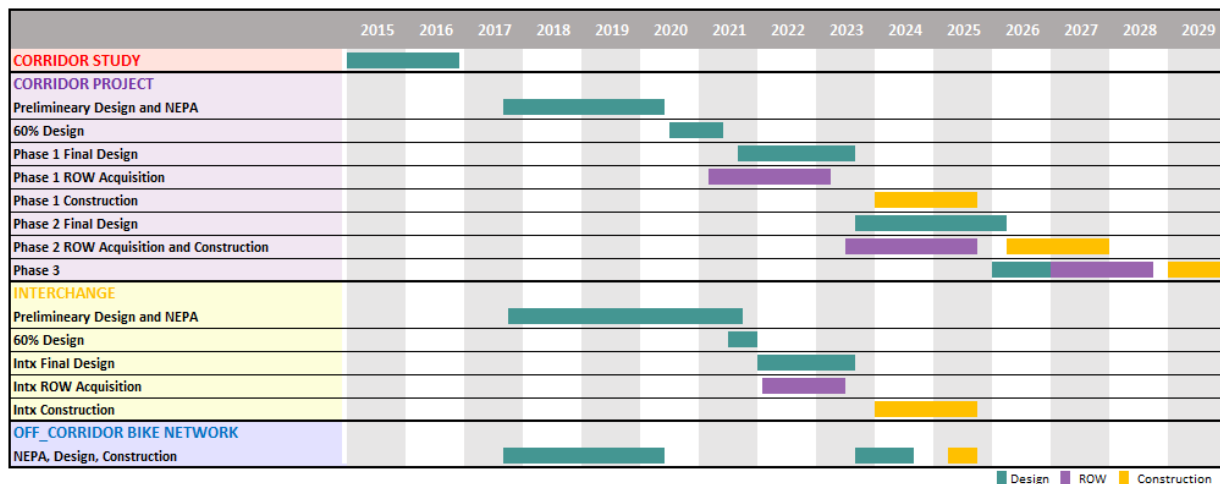


Staff last provided the Council with an extensive update on the 145<sup>th</sup> Corridor and Interchange Projects on May 9, 2022. The staff report for that Council discussion can be found at the following link:

## DISCUSSION

### Schedule

Phase 1 of the 145<sup>th</sup> Street Corridor Project and the 145<sup>th</sup> Street Interchange Project have been combined into a single construction package with the anticipated timing for construction contract advertisement in September 2023. This is a change from the May 2022 briefing at which time staff assumed the advertisement would be in early 2023. This change in advertisement date was unavoidable and based on longer than anticipated review periods required by the Washington State Department of Transportation (WSDOT) and the Seattle Department of Transportation (SDOT) and several right-of-way challenges. Construction is now anticipated to begin in early 2024. A revised project schedule is shown below:



Construction completion is now scheduled for Fall 2025. With this revised schedule, construction will not be completed prior to Sound Transit’s currently anticipated start date for the Lynnwood Link Extension (LLE), which is expected to be July 2024. A potential schedule change by Sound Transit could result in the start of LLE operations being delayed until early 2025. The Sound Transit Board is currently scheduled to make a decision about the LLE schedule in October 2023.

At this point the most critical item on the schedule is to request to obligate funding for federal funding by July 15, 2023. Not meeting this date could result in the loss of \$9.84M in federal funds which are critical to proceeding with the project. In order to meet this date, property acquisition needs to be completed in mid-May to submit to WSDOT for Right-of-Way (ROW) Certification. More information on the status of the ROW acquisition is included later in this staff report.

### Project Budgets

While the two projects are being constructed under one contract, the financial tracking remains separate to align with the various funding sources. Summaries of the two

projects funding is included in the finance/resource section of this staff report. There are a few key items regarding budget worth noting:

1. The 145<sup>th</sup> Street Corridor Project was very successful at finding supplemental funding sources such as Transportation Improvement Board (TIB), Surface Transportation Program (STP), and Congestion Management & Air Quality Improvement Program (CMAQ), thus reducing the use of Washington State Connecting Washington funding for construction of Phase 1 of the project.
2. The latest cost estimates for the 145<sup>th</sup> Street Interchange Project exceed the initial funding sources for the project. Connecting Washington revenue will be used to fill this gap and fully fund the project.
3. There are still risks associated with the projects that could impact the project budgets. Staff is conducting a risk assessment to identify risks and develop and implement strategies to minimize or mitigate risks where feasible.
4. There is also concern on the bid climate and potential cost escalation. Staff has determined that a fall 2023 advertisement should result in better/lower bid prices but escalation is difficult to predict. Higher than estimated bid prices could impact the overall project budget.

### **Partnerships and Agreements**

This project has required coordination and negotiation of agreements with an unusually large number of utilities, including SDOT, Seattle City Light (SCL), and Seattle Public Utilities (SPU). Design is nearly complete for this utility work but still requires review and approval by the City of Seattle through their Street Improvement Permit (SIP). Several key agreements for utility relocation are still under development and will be coming before Council for approval in the next couple of months. These agreements include the City of Seattle's financial responsibility for utility relocation and improvements. Staff is also working closely with other partners such as Sound Transit and WSDOT for both design and construction coordination.

### **Right-of-Way Acquisition**

As mentioned previously, certification of the ROW is a critical task to the obligation of funding for construction. ROW acquisition for Phase 1 of the 145<sup>th</sup> Street Corridor Project has been completed and submitted to WSDOT for ROW Certification. For the 145<sup>th</sup> Street Interchange Project, acquisition still needs to be completed on three parcels.

On tonight's consent calendar, Council was asked to authorize acquisition of the property located at 14050 1<sup>st</sup> Avenue NE. This authorization will allow consultants and staff to finalize the acquisition of this property. The second property that needs to be finalized is with SPU for property located at 145<sup>th</sup> and 5<sup>th</sup> Avenue NE. SPU and the City have come to terms for the sale of the property, however, the acquisition must go before the Seattle City Council for approval before the sale can be finalized. The final remaining property is part of the 3<sup>rd</sup> Avenue NE access tract that serves four parcels. There is an unclear title dating back to the 1970s that must be cleared up to complete the transaction. Staff is working through a variety of legal alternatives in order to clear the title issues. All affected property owners have agreed to the settlement amount and understand the need and purpose of this approach.

Since all of these issues will not be fully resolved by mid-May, the City's consultant is preparing a Conditional Certification for WSDOT approvals that will allow for ROW Certification on condition of the acquisition issues being resolved either prior to advertisement or prior to the start of construction. This Conditional Certification is necessary in order to submit approval to obligate funds by July 15, 2023.

### **145th Corridor Phases 2, 3, and Off Corridor Bike Network**

Staff has submitted an application to the US Department of Transportation for \$25 million in funding through the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant program. If successful, this grant would provide funding to complete Phase 2, Phase 3 and the Off Corridor Bike Network; along with the remaining funding for the 148<sup>th</sup> Non-Motorized Bridge Project. The City would still need to provide a local funds match for the program which would come from other grants and/or the Roads Capital fund. Staff expects to hear the results of the RAISE grant in late June 2023. Separate from the RAISE grant, the City received STP funding for the acquisition of ROW for Phase 2, which is expected to begin later this year.

### **STAKEHOLDER OUTREACH**

This project has had extensive public outreach starting back in 2014 for the 145<sup>th</sup> Street Corridor Study. Additional outreach was conducted individually by the 145<sup>th</sup> Street Corridor Project and 145<sup>th</sup> Street Interchange Project between 2019-2022. Most recently, the 145<sup>th</sup> Street Corridor and Interchange Project conducted a virtual open house June 1-15, 2022.

As the 145<sup>th</sup> Street Corridor and Interchange Project moves toward construction, outreach will continue including providing information regarding traffic maintenance and detour routes and preparing residents and the public for construction. This will include maintaining the 145<sup>th</sup> Street Corridor Project and 145<sup>th</sup> Street Interchange Project web pages, FAQs, and publishing information in publications such as Currents.

Staff also recognize that roundabouts will be new and unfamiliar to many people and are working with consultants to develop information and outreach strategy to help ensure the successful use of roundabouts when they become operational.

### **COUNCIL GOAL(S) ADDRESSED**

These two projects address the following City Council Goals:

- Council Goal #2: Manage and develop the City's infrastructure, steward the natural environment and address climate impacts.
- Council Goal #3: Prepare for regional mass transit in Shoreline.

### **RESOURCE/FINANCIAL IMPACT**

There is no direct financial impact from tonight's Council discussion. All project phases (design, right-of-way, and construction) for the 145<sup>th</sup> Street Corridor Project (Phase 1) and the 145<sup>th</sup> Street Interchange Project are fully funded. The tables on the following pages summarize the revenues and expenditures for both projects. The project

financials need to be managed separately due to funding requirements but are being combined into a single project for construction bidding and securing of a contractor.

**Summary of Project Expenditures – 145<sup>th</sup> Street Interchange Project**

<b>Design</b>		
Consultant Design	\$	6,524,000
Consultant Senior Management	\$	669,000
Agency	\$	498,000
State	\$	40,000
<b>Subtotal</b>		<b>\$ 7,731,000</b>
<b>Right of Way</b>		
Property Acquisition	\$	3,301,000
<b>Subtotal</b>		<b>\$ 3,301,000</b>
<b>Construction</b>		
Construction	\$	16,486,000
Contingency (10%)	\$	1,649,000
Lochner PM, Design Support, Misc.	\$	938,000
CM/CA (15.5%)	\$	2,218,000
Agency	\$	256,000
Arts Fund (1%)	\$	165,000
<b>Subtotal</b>		<b>\$ 21,712,000</b>

**Summary of Project Revenues – 145<sup>th</sup> Street Interchange Project**

<b>Design</b>		
STP	\$	3,893,000
TIB	\$	100,000
Sound Transit	\$	3,138,000
Roads Capital	\$	600,000
<b>Subtotal</b>		<b>\$ 7,731,000</b>
<b>Right of Way</b>		
TIB	\$	900,000
Sound Transit	\$	2,401,000
<b>Subtotal</b>		<b>\$ 3,301,000</b>
<b>Construction</b>		
TIB	\$	4,000,000
STP	\$	4,920,000
Sound Transit	\$	4,461,000
Regional Mobility	\$	5,000,000
Connecting Washington	\$	1,441,000
Fee In-Lieu	\$	1,050,000
Roads Cap	\$	840,000
<b>Subtotal</b>		<b>\$ 21,712,000</b>

### Summary of Project Expenditures – 145<sup>th</sup> Street Corridor (Phase 1) Project

<b>Design</b>		
Consultant Design	\$	7,329,000
Consultant Senior Management	\$	669,000
Agency	\$	1,769,000
State	\$	86,000
<b>Subtotal</b>		<b>\$ 9,853,000</b>
<b>Right of Way</b>		
Property Acquisition	\$	11,585,000
Property Demolition	\$	650,000
Consultant	\$	408,000
Agency	\$	204,000
<b>Subtotal</b>		<b>\$ 12,847,000</b>
<b>Construction</b>		
Construction	\$	7,772,000
Contingency (10%)	\$	777,000
Lochner PM, Design Support, Misc.	\$	430,000
CM/CA (15.5%)	\$	1,505,000
Agency	\$	117,000
Arts Fund (1%)	\$	78,000
<b>Subtotal</b>		<b>\$ 10,679,000</b>

### Summary of Project Revenues – 145<sup>th</sup> Street Corridor (Phase 1) Project

<b>Design</b>		
STP	\$	4,235,000
Connecting Washington	\$	4,949,000
Fee-In-Lieu	\$	669,000
<b>Subtotal</b>		<b>\$ 9,853,000</b>
<b>Right of Way</b>		
Connecting Washington	\$	12,847,000
<b>Subtotal</b>		<b>\$ 12,847,000</b>
<b>Construction</b>		
TIB	\$	5,000,000
STP	\$	4,270,000
CMAQ	\$	650,000
Connecting Washington	\$	163,000
Fee In-Lieu	\$	520,000
Roads Cap	\$	76,000
<b>Subtotal</b>		<b>\$ 10,679,000</b>

In addition to the amounts above, the combined project will deliver \$6.3 million in utility relocations which will be reimbursed by the associated utilities (SPU, SCL, Lumen, Comcast). The estimates above include a standard 10% construction contingency and the required 1% for the Arts. Public Works management has also incorporated a 5%

management reserve (not included in the tables above) which will be utilized only at the discretion of the City Engineer. If needed, the additional reserve would be funded by Connecting Washington. The total combined project is approximately \$75M.

### **RECOMMENDATION**

This staff report is for Council discussion purposes and no action is required. Staff recommends that Council ask questions regarding the projects.