



## SHORELINE CITY COUNCIL REGULAR MEETING

Monday, May 15, 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 Workshop Dinner Meeting Minutes of April 10, 2023	<u>7a1-1</u>	
Approval of Regular Meeting Minutes of April 24, 2023	<u>7a2-1</u>	
(b) Action on Resolution No. 507- Adopting a Six-Year Transportation Improvement Plan (TIP) for 2024 Through 2029	<u>7b-1</u>	
(c) Approval of Multi-Family Tax Exemption Program Contract with MCREF MFR 1 Shoreline LLC for the Modera Shoreline Located at 17802 Linden Avenue N	<u>7c-1</u>	
(d) Authorize the City Manager to Approve Real Property Acquisition Located at 14800 1 <sup>st</sup> Avenue NE for the 148 <sup>th</sup> Street Non-Motorized Bridge Project	<u>7d-1</u>	
(e) Authorize the City Manager to Execute a Construction Contract with Massana Construction, Inc. in the Amount of \$7,998,584 for the 148 <sup>th</sup> Non-Motorized Project - Phase 1	<u>7e-1</u>	

**8. STUDY ITEMS**

- (a) Discussion of the Regional Crisis Response (RCR) Agency Principals Assembly and RCR Agency Program Update 8a-1 7:20
- (b) Discussion with the King County Regional Homelessness Authority on Development of their Five-Year Plan 8b-1 7:50

**9. ADJOURNMENT 8:20**

*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 Ziplly 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 WORKSHOP DINNER MEETING**

Monday, April 10, 2023  
5:45 p.m.

Conference Room 303 - Shoreline City Hall  
17500 Midvale Avenue North

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

**ABSENT:** None

**STAFF:** Bristol Ellington, City Manager  
Tricia Juhnke, Public Works Director  
Mary Reidy, Recreation Superintendent  
Andrew Bauer, Planning Manager  
Nick Borer, Parks, Fleet, and Facilities Manager

**GUESTS:** Shoreline School District Superintendent and Board  
Dr. Susana Reyes, Superintendent  
Dr. Sarah Cohen, Board President  
Emily Williams, Board Vice-President  
Sara Betnel, Board Member  
Meghan Jernigan, Board Member  
Luke Smith, Shorecrest Student Representative  
Lily Fredericks, Shorecrest Student Representative  
Helen Murphy, Shorewood Student Representative  
Esme Harkess, Shorewood Student Representative

At 5:46 p.m., the meeting was called to order by Mayor Scully. All Councilmembers were present.

**Shoreline School District Student Population**

Andrew Bauer, Planning Manager, went over data from the Shoreline School District (SSD) that shows a decline in student enrollment. He stated that recent trends in housing data collected from the City's 2021 Housing Action Plan seem to support the SSD's analysis. With the data from SSD, City staff identified several factors impacting student enrollment including:

- Declining birth rates,
- Slow population growth,
- Declining home sales,
- Development of primarily multifamily housing in the district with studio, 1- bedroom, and 2-bedroom units,
- Shoreline's housing stock makeup of 67% detached single-family homes,

- Decrease in the number of people per household, and
- Regional affordable housing challenges.

Mr. Bauer explained some of the strategies listed in the 2021 Housing Action Plan to address housing issues. Some of the strategies include an initiative for cottage housing, exploration of deeply affordable housing, and a mandatory affordable housing requirement in the MUR-45' and MUR-70' zones. Mr. Bauer also highlighted that the Comprehensive Plan update is underway with the first phase of community engagement focused on getting feedback to inform refinements to the vision statement.

A Councilmember asked if the decline in student enrollment is spread across the city or concentrated in certain areas and Dr. Susana Reyes, SSD Superintendent, stated the decline is fairly spread out. Meghan Jernigan, SSD Board Member, added that they are receiving the same number of students proportionally in terms of the Puget Sound region and all districts are experiencing enrollment declines. Sara Betnel, SSD Board Member, commented that there is growth in outlining districts such as Enumclaw and remote school is more common which could contribute to the decline in Shoreline.

Dr. Sarah Cohen, SSD Board President, asked if the City had a vision regarding a desirable age mix. Deputy Mayor Robertson responded that the goal is to be welcoming to all ages but there may not have been a conversation about intentionally bringing in young families.

Mayor Scully reiterated that shoreline should be welcoming to everyone and a place where someone can afford to live fresh out of high school. He commented that there is a challenge with affordable housing for homes with more than two beds as there is more return on investment with smaller homes for developers.

Helen Murphy, Shorewood Student Representative, asked if there is data on move-in and move-out rates in the city and Councilmember Roberts responded that Shoreline has an average rate.

#### Joint Use Agreement

Mary Reidy, Recreation Superintendent, stated the first Joint Use Agreement (JUA) was created in 2000 between the City and SSD to turn an old high school into a Community Center. Included in the JUA are terms for shared use of many buildings and athletic fields. Outside of the agreement there is shared use of additional facilities to maximize public benefit. The latest JUA was adopted in 2017. Nick Borer, Parks, Fleet, and Facilities Manager, said staff are working with the SSD to make several changes to the agreement to reflect recent updates.

Speaking to a question about the community pool, Councilmember Roberts stated the City is engaged in a pool feasibility study with surrounding cities but there are no development plans.

Councilmember Pobe expressed concern for the cost of facility use and stated he would like to look further into the rates. Ms. Reidy noted the JUA is facility-based and there are no joint programs, so the City pays out of pocket to use off-site school facilities such as Ridgecrest School for youth and teen summer camps. Mayor Scully commented that as separate tax entities, there are rules about what the City and SSD can fund but there is opportunity for more

coordination. Dr. Cohen said it would be an exciting partnership if the city is interested in coordinating support for the elementary age after school program. Ms. Betnel added that more programming could be offered to students on the east side of the district who face challenges accessing distant programs.

Safe Routes to Schools Program

Tricia Juhnke, Public Works Director, explained the Safe Routes to School (SRTS) Program is a Washington State Department of Transportation Grant Program for projects within two (2) miles of K-12 schools. She stated the City has previously worked with the SSD on SRTS projects to encourage children to walk, roll and bicycle to school and make doing so safer. Of the 165 applications submitted for the SRTS 2023-2025 term, only 38 were selected. The City submitted three projects but was not selected for a grant.

Ms. Juhnke said staff use several strategies to identify projects for the SRTS Program. Staff look for funded projects on the City's workplan to offset costs and reprioritize funds. Additionally, projects are identified from the City's Sidewalk Prioritization Plan, requested projects from Council, and projects that align with the grant selection criteria. The grant selection criteria are weighted predominantly towards safety and followed by equity, quality deliverability, and value.

Responding to a question about funding sidewalks, Ms. Juhnke stated that sidewalk projects are primarily funded through the Sales and Use Tax Bond Measure approved by voters in 2018. Additional funding mechanisms for sidewalks include grants, real estate excise tax, transportation impact fees and the City's general fund. Mayor Scully mentioned that developers are also required to construct sidewalks at the time a lot is developed.

Ms. Jernigan asked why developers aren't required to connect sidewalks and Mayor Scully explained that the City can only require developers to put sidewalks in front of their property. He said he would like to revisit the idea of an alternate payment that goes into a fund to complete the sidewalk. Ms. Juhnke said there were questions on the legality of the alternate payment as developers must fund their direct impacts.

Discussion of Maintaining a Focus on Equity for City and School District Programs and Initiatives

Bristol Ellington, City Manager, said the City works to incorporate equity into every aspect of City functions. He stated the City is working to provide equity training for the leadership team and Council and eventually for the entire workforce. Ms. Juhnke added that staff use equity as a criterion to prioritize projects. Mayor Scully noted that equity is defined in a variety of terms and said he does not believe the City has set equity benchmarks to reach. Some District representatives encouraged the City to look at school data when considering equity initiatives and to define equity inaccessibility needs in the city.

At 6:48 p.m., Mayor Scully declared the meeting adjourned.

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Kendyl Hardy, Deputy City Clerk

**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 24, 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, Doris McConnell, Eben Pabee and Chris Roberts

**ABSENT:** Councilmember Laura Mork

1. CALL TO ORDER

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

2. FLAG SALUTE/ROLL CALL

Upon roll call by the City Clerk, all Councilmembers were present except for Mayor Scully and Councilmember Mork. Deputy Mayor Robertson announced Mayor Scully would be joining the meeting later.

**Councilmember McConnell moved to excuse Councilmembers Mork for personal reasons. The motion was seconded and passed by unanimous consent.**

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

Councilmember Ramsdell shared that he and Deputy Mayor Robertson attended the Association of Washington Cities Diversity, Equity Inclusion and Belonging Forum where participants discussed their city's equity and inclusion journey.

Deputy Mayor Robertson reported her attendance at a meeting of the Regional Transit Committee where they spoke about Metro Connects and the vision for public transit in the city.

6. PUBLIC COMMENT

*The Council heard comments from the public from approximately 7:07 p.m. to 7:13 p.m. Written comments were also submitted to Council prior to the meeting and are available on the [City's website](#).*

Janet Way, Shoreline resident, asked that tree preservation be a priority in the development of cottage housing regulations.

Kathleen Russell, Shoreline resident, asked that trees 24 inches in diameter and larger be protected in the development of cottage and middle housing regulations.

Mayor Scully arrived at the meeting at 7:10 p.m.

7. CONSENT CALENDAR

**Upon motion by Councilmember McConnell, seconded, and unanimously carried 6-0, the following Consent Calendar items were approved:**

- (a) Approval of Expenses and Payroll as of April 14, 2023 in the Amount of \$3,660,039.84
- (b) Adoption of Ordinance No. 981 - Amending the 2023-2024 Biennial Budget (Ord. No. 973) for Uncompleted 2021-2021 Operating and Capital Projects and Increasing Appropriations in Certain Funds (2022-to-2023 Carryover)
- (c) Adoption of Ordinance No. 982 - Amending the 2023-2024 Final Biennial Budget (Ordinance Nos. 973 and 981)
- (d) Adoption of Ordinance No. 985 - Amending Chapter 3.70 of the Shoreline Municipal Code to Modify the System Improvements Eligible for Park Impact Fees

8. STUDY ITEMS

- (a) Discussion of Ordinance No. 984 - Amending Chapters 20.30 and 20.50 of the Shoreline Municipal Code to Establish Development Regulations for Cottage Housing, and Resolution No. 512 - Amending the Fee Schedule to Provide For a For-Purchase Affordable Housing Fee In Lieu

Andrew Bauer, Planning Manager, stated the Council will be reviewing Ordinance No. 984 to establish regulations for cottage housing. He introduced Elise Keim, Senior Planner, to describe the proposed regulations. Ms. Keim stated that the 2021 Housing Action Plan (HAP) was adopted with goals to meet Shoreline's housing needs. The HAP called for an increase in housing supply and variety, an increase in affordable housing, minimal displacement, and preservation of existing housing stock. To help increase the housing supply, cottage housing regulations were identified as a priority for implementation.

Ms. Keim defined cottage housing as one or two-story homes that are built in greater density than surrounding zones and clustered around a common open space. The draft code states cottages will be in the R4, R6, R8 & R12 zones and limited to 700-1,500 square feet and 22 feet in height. Cottages will be required to have open space and incentives will be offered for tree preservation and density design elements. Ms. Keim said Resolution No. 512 is proposed to clarify how fee in lieu is calculated for incentive benefits.

Ms. Keim stated that the City received a grant from the Department of Commerce to implement the HAP. The Grant requires several deliverables including an existing conditions report, public engagement, draft and final code language that must be completed by June 2023. Ms. Keim explained that staff are still awaiting a model ordinance from HB 1110 regarding cottage housing to further define the draft code, and expect it will necessitate code refinements. Goals and policies specific to middle housing are being drafted by staff for the Comprehensive Plan update.

Ms. Keim said the existing conditions report showed that 61% of households in the City are one or two person households and 67% of the available housing stock is single family detached homes. She explained that this means there is a mismatch between household size and housing type available for people to rent or buy. Ms. Keim went over public engagement conducted in 2022 from which themes of tree preservation, sustainability, affordability, accessibility, and walkability were highlighted as significant values.

Mayor Scully stated he is supportive of the Planning Commission recommendation. He commented that cottage housing is unique and, although there may only be a few citywide, they could meet the needs of those that prefer this housing option. Councilmember McConnell agreed that only a few cottage houses may be built due to little open land in Shoreline and stated she would like more options to solve the housing shortage. Councilmember Roberts added that the cottage density requirements limit development options making accessory dwelling units more favorable.

Councilmember Roberts commented that HB 1110 changed the City's definition of a residential area. Instead of defining the area based on the number of housing units per acre, he suggested a residential area is more about a community feel and the amount of open space available. He said the City should find out how to maximize open space while meeting housing needs.

Councilmember Ramsdell asked how staff came up with a minimum of 700-square feet for a cottage house; if the grant allows for other forms of middle housing; and if land trusts were a part of the analysis. Ms. Keim explained the decision was made to avoid "tiny houses" and a consultant recommended a 700-square foot minimum; clarified the grant is open to several forms of middle housing; and staff is looking at other forms of middle housing from a policy framework rather than specific regulations. Mr. Bauer added that land trusts are being looked at as a tool to implement affordable home ownership options but not specifically in relation to middle housing.

Councilmember Pobee expressed disappointment over the lack of tree retention requirements in the proposed regulations. He also questioned how affordable cottages will be for medium income individuals to purchase, stating he is concerned that the fee in lieu of program will impede the



goal of increasing affordable housing. Ms. Keim explained that the fee in lieu is for a density bonus and the fees collected go into a fund for affordable housing projects. The provision was created to offer maximum flexibility and options for developers to increase density. Deputy Mayor Robertson expressed support for the Planning Commission's recommendation and said she would like to see how the affordable housing fund would be utilized. Mayor Scully agreed the fee in lieu system is not ideal and asked staff to prepare an amendment to strike the fee in lieu provision. He stated the City may need to look at affordability mandates.

Councilmember Roberts asked if developers would pay the fee in lieu based on the number of units or the construction as a whole. Mr. Bauer answered that the fee is calculated from the number of mandated units and staff could follow up with development scenarios to show how fees and density would be calculated. He added that the fee in lieu provision is intended to be offered only until the City has developed an affordable housing program. Councilmember Roberts said he will propose several amendments to try to achieve more of the housing goals.

Mr. Ellington commented Shoreline is doing well with rental affordability but not home ownership. He said staffing an affordable housing program would be a challenge with the currently available resources, but staff could come back with an approach to a larger citywide program.

Margaret King, City Attorney, stated an accessory dwelling unit could count as a cottage housing unit. She said the City does not currently allow this but it could be a tool to increase density.

Mr. Bauer said staff will continue working on the cottage housing regulations and noted they have until mid-2025 to be fully aligned with the HB 1110. This item will come back for another review on May 22, 2023.

(b) Discussion of 2022 Year-End Financial Report

Meng Liu, Budget and Tax Manager, presented the 2022 Year-End Financial Report. For city-wide financial activity, she stated revenues performed fairly aligned to the budget plan at 102%, but expenditures were well under at 70% due to the pandemic's impact on City services as well as the timing of capital projects. She added that the General Fund revenue was at 108% and expenditures were at 95%. Ms. Liu displayed expenditures by Department and noted the highest underspending was in recreation, criminal justice, and police services. She highlighted tax collection and recreation revenues are returning to a pre-pandemic level and permitting revenue performed a lot stronger than anticipated at 151%. She noted the performance of other revenue sources and stated B&O Tax is also performing much better than expected, therefore the 2023 estimates will be adjusted to reflect this. The General Fund unassigned and undesignated ending balance is estimated to be \$13.626M.

Ms. Liu said REET is the main funding source for the Capital Fund and it is trending downwards due to the real estate market performance. Staff will be monitoring the economy and the revenue sources that are sensitive to it. She said staff will return to Council if any significant changes to the budget are needed as a result.

Councilmembers asked if hotel and restaurant tax could be reported separately in the sales tax report and if staff could elaborate on telecommunication companies restructuring to avoid taxes. Ms. Meng said hotels and restaurants are combined into one category because it is how we get the revenue distributed from the State. Ms. Lane added that telecommunication companies are avoiding utility tax by bundling their telephone and cellular services under their internet service, as internet is tax-exempt.

9. ADJOURNMENT

At 8:23 p.m., Deputy Mayor Robertson declared the meeting adjourned.

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Jessica Simulcik Smith, City Clerk

DRAFT

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

<b>AGENDA TITLE:</b>	Action on Resolution No. 507 - Adopting a Six-Year Transportation Improvement Plan (TIP) for 2024 Through 2029
<b>DEPARTMENT:</b>	Public Works
<b>PRESENTED BY:</b>	Nytasha Walters, Transportation Service 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:**

In accordance with state law, the City is required to prepare a six-year Transportation Improvement Plan (TIP). The TIP should include transportation projects, such as road and bridge work, as well as new or enhanced bicycle or pedestrian facilities. In addition to local projects, the TIP should also identify projects and programs of regional significance for inclusion in the regional TIP. The City's TIP is used to secure federal funding for transportation projects as part of the Statewide TIP.

The draft 2024-2029 TIP was presented to the City Council on April 10, 2023. The staff presentation was immediately followed by a Public Hearing on the plan, as required by state law, and the hearing was followed by Council discussion for comments and questions. As a result of this Public Hearing and Council discussion, the draft 2024-2029 TIP as presented to Council on April 10, 2023, has remained the same except for a minor project edit staff presented that evening.

Adoption of proposed Resolution No. 507 (Attachment A) would adopt the 2024-2029 TIP (Exhibit A). Tonight, the Council is scheduled to take action on proposed Resolution No. 507.

**RESOURCE/FINANCIAL IMPACT:**

There is no financial impact associated with adoption of the TIP. The projects identified in the City's TIP are a combination of funded projects in the CIP, including projects that are partially funded or underfunded, as well as currently unfunded projects the City will monitor and/or would like to undertake should funding become available (limited to those unfunded projects where this seems feasible for this six-year period). The majority of projects included in the TIP are unfunded or partially funded. Listing projects in the TIP makes them grant eligible, as most grant programs will not fund projects unless included in a jurisdiction's TIP. All funded programs are considered underfunded as additional work could be completed through these programs with supplemental funding.

## **RECOMMENDATION**

Staff recommends that the City Council adopt Resolution No. 507, which would adopt the 2024-2029 Transportation Improvement Plan, and direct the City Clerk to file a copy with the State.

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

## **BACKGROUND**

In accordance with RCW 35.77.010, cities in Washington State are required to prepare and adopt a comprehensive six-year transportation improvement plan (TIP). A city's TIP must be consistent with its comprehensive plan transportation element. RCW 35.77.010 requires that the City hold at least one public hearing on the TIP and to submit the adopted TIP to the Washington State Secretary of Transportation. Cities are required to prepare and adopt a six-year Transportation Program by June 30 annually and file a copy with the Secretary of Transportation not more than 30 days after adoption.

The TIP identifies projects to meet local transportation needs, as well as projects of regional significance, such as the 145<sup>th</sup> Street corridor improvements. It also includes several on-going programs, including the Sidewalk Rehabilitation (repair and maintenance), New Sidewalk Plan (for new sidewalk construction), Traffic Safety Improvements, Road Surface Maintenance, and Traffic Signal Rehabilitation. Most programs are considered underfunded as additional work could be completed with additional financial resources.

The TIP identifies projects for all modes of transportation, including bicycles, pedestrians, vehicles, and transit. The City's TIP is used to secure state and federal funding for transportation projects as part of the Statewide Transportation Improvement Plan.

Projects in the TIP can be funded, partially funded, or unfunded. Most transportation projects in the 2024-2029 TIP which have funding are included in the 2023-2028 Capital Improvement Plan (CIP). Including projects in the TIP improves the City's eligibility to secure certain grant funding. The TIP is prepared and presented to Council in advance of the CIP. Although the City approves a Biennial Budget, the CIP, as the TIP, is adopted annually. The policy direction provided through adoption of the TIP is used to identify transportation projects for inclusion in the CIP. The City Council will review and discuss CIP updates of the City's proposed six-year 2024-2029 CIP later this year.

The current draft 2024-2029 TIP utilizes last year's TIP as its foundation. Projects and programs included in the TIP include some of the priority safety and operations projects identified in the Transportation Element (adopted into the Comprehensive Plan in November 2022), projects based on critical data such as collisions, and bicycle and pedestrian projects.

## **DISCUSSION**

The draft 2024-2029 TIP was presented to the City Council on April 10, 2023. The staff presentation was immediately followed by a Public Hearing on the plan, as required by state law (RCW 35.77.010). The staff report for the April 10<sup>th</sup> meeting can be reviewed at the following link:

<http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2023/staffreport041023-8a.pdf>.

### **April 10, 2023 Public Hearing**

One comment was received during the public hearing regarding the 148<sup>th</sup> Street Non-Motorized Bridge (148<sup>th</sup> Bridge) with questions about due diligence performed. Staff have reached out to the individual who commented that evening to provide additional information regarding the project. The 148<sup>th</sup> Bridge project had its origins with the 145<sup>th</sup> Street Multimodal Corridor Study in 2015/2016 and was also addressed in the 2015/2016 145<sup>th</sup> Street Subarea Plan. The original concept was a separate pedestrian/bicycle bridge adjacent to the current 145<sup>th</sup> Street bridge deck over I-5. A feasibility study in 2017 (and further design updates to the I-5 interchange and bridge deck) moved this project to its current location.

### **April 10, 2023 Council Discussion**

The City Council had no comments for amending the TIP as presented and there was no further discussion.

### **Correction to the draft 2024-2029 TIP as presented**

The April 10, 2023, Council meeting staff report included a draft of the 2024-2029 TIP where \$9 million of the 148<sup>th</sup> Bridge Project was shown as “unfunded.” During the presentation that evening, staff stated that these funds would be changed to “funded with Local funds” for the final 2024-2029 TIP. This has resulted in minor changes on the project sheet, project list, TIP narrative, TIP map, and combined project cost/funding spreadsheet.

Staff have applied for a federal Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant. These funds are highly competitive and the City has not been successful in the past. Awards will be announced by June 28, 2023. If successful, an additional approximately \$7 million of funds would go to this 148<sup>th</sup> Bridge project. If unsuccessful with RAISE, \$9 million in local funds will need to be utilized. The City is also waiting to hear if the 148<sup>th</sup> Bridge project will receive additional funds from the state. Staff will continue to seeking additional funding to offset the use of local funds.

### **Tonight’s Council Action**

Adoption of proposed Resolution No. 507 (Attachment A) would adopt the 2024-2029 TIP (Exhibit A). Proposed Resolution No. 507 also authorizes the City Clerk to file a copy of the TIP with the Secretary of Transportation and the Transportation Improvement Board for the State of Washington. Tonight, the Council is scheduled to take action on proposed Resolution No. 507.

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

Adoption of the TIP supports City Council Goal #2, “Continue to deliver highly-valued public services through management of the City’s infrastructure and stewardship of the natural environment.” By identifying and developing a plan for multi-modal transportation improvements, the City is working to preserve and enhance the infrastructure. Adoption of the TIP also helps to address Council Goal #3: “Continue preparation for regional mass transit in Shoreline” by supporting projects that increase mobility options and connect users to the regional transportation system.

## **RESOURCE/FINANCIAL IMPACT**

There is no financial impact associated with adoption of the TIP. The projects identified in the City's TIP are a combination of funded projects in the CIP, including projects that are partially funded or underfunded, as well as currently unfunded projects the City will monitor and/or would like to undertake should funding become available (limited to those unfunded projects where this seems feasible for this six-year period). The majority of projects included in the TIP are unfunded or partially funded. Listing projects in the TIP makes them grant eligible, as most grant programs will not fund projects unless included in a jurisdiction's TIP. All funded programs are considered underfunded as additional work could be completed through these programs with supplemental funding.

## **RECOMMENDATION**

Staff recommends that the City Council adopt Resolution No. 507, which would adopt the 2024-2029 Transportation Improvement Plan, and direct the City Clerk to file a copy with the State.

## **ATTACHMENTS**

Attachment A – Proposed Resolution No. 507 with Exhibit A – 2024-2029  
Transportation Improvement Plan

**RESOLUTION NO. 507**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHORELINE, WASHINGTON, ADOPTING A REVISED AND EXTENDED SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM FOR THE CALENDAR YEARS 2024 THROUGH 2029 AND DIRECTING THE SAME TO BE FILED WITH THE STATE SECRETARY OF TRANSPORTATION AND TRANSPORTATION IMPROVEMENT BOARD.**

WHEREAS, the City Council of the City of Shoreline has previously adopted a Comprehensive Plan pursuant to the Growth Management Act, 36.70A RCW, which includes a Transportation Element that serves as the basis for the six-year comprehensive transportation program, commonly referred to as the Transportation Improvement Program ("TIP"), as required by RCW 35.77.010; and

WHEREAS, RCW 35.77.010 requires the City to revise and extend the TIP annually to assure that the City has a guide in carrying out a coordinated transportation program; and

WHEREAS, the City has reviewed the work accomplished under the 2023-2028 TIP adopted by Resolution No. 489, reviewed the City's Comprehensive Plan, determined current and future City transportation needs, and based upon these findings, a revised and extended TIP for the ensuing six (6) calendar years (2024 through 2029) has been prepared; and

WHEREAS, on April 10, 2023, the City Council held a properly noticed public hearing to receive public input on the revised and extended TIP for the years 2024 through 2029; and

WHEREAS, the City Council, having determined that the revised and extended TIP for the years 2024 through 2029 addresses the City's transportation needs for the ensuing six years and is consistent with the City's Comprehensive Plan;

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

**Section 1. Plan Adopted.** The Six-Year Transportation Improvement Program for the City of Shoreline for the ensuing six (6) calendar years, 2024 through 2029, attached hereto as Exhibit A and incorporated herein by this reference, is hereby adopted.

**Section 2. Filing of Plan.** Pursuant to RCW 35.77.010, the City Clerk is hereby authorized and directed to file a copy of this Resolution no later than thirty (30) days after adoption of this Resolution, together with the Exhibit A attached hereto, with both the Secretary of Transportation and the Transportation Improvement Board for the State of Washington.



**Section 3. 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.

**ADOPTED BY THE CITY COUNCIL ON MAY 15, 2023.**

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

**ATTEST:**

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

Per Section 2, filed on the date indicated:  
Washington State Secretary of  
Transportation:

\_\_\_\_\_, 2023

Washington State Transportation Improvement Board:

\_\_\_\_\_, 2023

## Exhibit A

**City of Shoreline  
2024-2029 Transportation Improvement Plan****1. What is the Six-Year Transportation Improvement Plan (TIP)?**

The City of Shoreline Six-Year Transportation Improvement Plan (TIP) is a short-range planning document that is updated annually based upon needs and policies identified in the Transportation Element (TE) of the City's Comprehensive Plan. It identifies Shoreline's current needed transportation projects and programs feasible for the next six years. Some programs and projects identified in the TIP are significant enough in nature that they will take longer than six years to complete.

**2. What is included in the TIP?**

A project sheet for each project or program in the TIP has been developed and includes the following:

- **Scope/Narrative:** A description of the project or program including the specific work to be performed, project elements, project/program purpose and/or interagency coordination efforts.
- **Funding:** Identifies whether a project is funded, partially funded or unfunded and known funding sources.
- **Project Status/Funding Outlook:** A description of current funding projections including possible funding sources (when applicable) and other pertinent information.
- **Purpose/Goals to be Achieved:** Identifies Transportation Vision goals of Safety, Equity, Multimodality, Connectivity, Climate Resiliency, and Community Vibrancy as discussed in the Transportation Element of the Shoreline Comprehensive Plan. This section may be a short discussion and include relevant Council Goals as well.

Projects in the TIP are sorted into three categories: Programs & Plans (Partially Funded); Funded Projects (Fully or Partially); and Unfunded Projects. All the Programs & Plans are considered partially funded, as additional work could be completed through these programs with supplemental revenue. Generally, for this 2024-2029 TIP, funded projects are those included in the City's 2023-2028 Capital Improvement Plan.

**3. Project Costs and Funding**

Each project listed in the TIP includes an estimated cost, the amount of funding secured or unsecured, and the funding source(s) for the six-year period covered by the

TIP. Existing and new project and program costs must cover all phases of a project (described below), including the staff time necessary to administer them. If grant funding has been secured from a specific source, it is identified. Potential grant funding sources can also be identified. Projects listed that are necessary to accommodate growth and allow the City to maintain its adopted Level of Service (LOS) may be funded in part by Transportation Impact Fees (TIFs). The costs for projects programmed for the first three years of the TIP have been developed with a higher level of detail whereas those in the latter years have been developed with less specificity, as the project conditions may change. Unless otherwise noted, project costs do not include the costs for placing overhead utilities underground.

The City is currently updating policy around its TIF and concurrency programs. The TE adopted into the Comprehensive Plan in November 2022 established level of service (LOS) policies for each mode of transportation. These “multimodal” LOS (MMLOS) policies informed the development of the TE project list and help guide City efforts in evaluating and establishing a multimodal concurrency program currently under development. A possible system-completeness approach would use multimodal projects identified in the TE as a basis for a “person-trip” based impact fee and concurrency program. Concurrency is balanced when growth (land use development) is matched with needed transportation facilities. TIF can be applied to eligible projects that provide multimodal capacity to serve growth.

#### **4. Developing the TIP**

The annual TIP update starts with the previously adopted TIP. Projects in the previously adopted TIP are reviewed and any project that has been completed, or because of changing conditions is no longer needed, is removed from the TIP. Existing projects may also be updated based upon completed studies, refined project scopes or revised cost estimates. The remaining projects carried over from the previous TIP are reviewed for changes to cost estimates, project funding, schedule, or scope during the update process to ensure that the best information is represented in the TIP.

New projects are generated from many sources, including the City’s adopted Comprehensive Plan and its TE, Council priorities, identification of new issues or deficiencies, response to growth, accident locations, or the potential to secure grant funding. The City may use tools such as pavement management rating, analysis of accident data, and transportation modeling to help identify potential new projects. Potential new projects undergo a review of scope, priority, schedule, and cost analysis.

Updated projects from the previous TIP and new projects are then used to create a draft TIP project list. The phasing and funding of these projects in the draft TIP is based on an evaluation of project priority compared with priorities laid out in the TE, commitments to projects and programs that are already underway, secured grants, partnerships the City has entered with other jurisdictions and agencies, and new

opportunities that arise to leverage local transportation funding in combination with other funding sources.

Once the draft TIP has been developed, a public hearing is held to provide an opportunity for the community to comment on the plan. Based on the results of the public hearing and comments from the Shoreline City Council, a final version of the TIP is developed. This final version is then adopted by the City Council.

## **5. Lifecycle of a Project**

Depending upon the size and/or degree of complexity associated with a project, it can take several years to complete. For example, the three-mile Aurora Corridor Improvement Project which was substantially completed in 2016, began the initial planning work in 1997. Large projects may be divided into several smaller projects in order to manage the project more effectively, comply with requirements of or secure additional grant funding, or minimize inconvenience to the community during construction.

Throughout all phases of a project, the City is committed to maintaining open communications with the community. Title VI practices are included throughout the project. Project staff work to identify potential impacts to any specific group and reach out to the affected community for a diverse and inclusive partnership. The process to develop projects generally includes the following steps.

***Planning and Alternatives Development*** – During this phase, conceptual ideas for a project are identified, evaluated, and narrowed, sometimes to a single option. Residents, community organizations, neighboring jurisdictions and other stakeholders help shape the project. Public meetings provide updates to the community and help the City gather feedback.

***Preliminary Design and Environmental Review*** – This phase identifies potential environmental impacts of the project alternative(s). The level of review and documentation depends on the scope of the project and its potential for environmental impacts. Projects undergo a State Environmental Policy Act (SEPA) review. Where warranted, when a project potentially has significant impacts, an Environmental Impact Statement (EIS) would be required. A SEPA checklist may be prepared for projects not requiring an EIS. A similar review under the National Environmental Policy Act (NEPA) is required for projects that receive federal funding. The project's design moves from conceptual to preliminary as initial engineering begins.

During this phase:

- If required, a SEPA checklist or Draft EIS is published followed by a public comment period. Responses to those comments are found in the Final EIS.

- Preliminary design is completed.
- The City selects the project that will eventually be built.

***Right-of-way (ROW) Acquisition*** - If it is determined that a project footprint will require additional ROW to be implemented, the project will include a ROW acquisition phase that is conducted concurrently with reaching Final Design. The City may need to purchase private property ranging from small strips to full acquisitions, permanent easements (such as for locating utilities), and temporary easements (to utilize a portion of a property during construction, etc.).

***Final Design***– In this phase, architects and engineers define what the project will look like as well as the technical specifications for the project. Field work is performed including testing soil conditions and ground water levels, surveying, and locating utilities. This phase culminates in the completion of contract-ready documents and the engineer’s cost estimate.

The project design activity that follows planning development and concludes with Final Design is often referred to as “Plans, Specifications, and Estimates (PS&E)”.

***Construction*** – Construction time varies widely from project to project. The City balances the need to complete the project on time and on budget while minimizing construction impacts to the community. Unforeseen site conditions, weather, design corrections and the complexity of a project are some of the factors that can influence the schedule. Construction schedules can also be affected by environmental restrictions, such as permissible timeframes to work in fish bearing waters.

## **6. Funding Challenges for 2024 and Beyond**

As is the case for most jurisdictions, the need for transportation improvements in Shoreline greatly outweighs the City’s ability to fund them in both the short and long term. In addition to major capital projects such as intersection or corridor improvements, there is an on-going need to maintain the existing system. This includes repair, maintenance and preservation work, such as Bituminous Surface Treatment (BST) or overlays, upgrades and repairs to traffic signals, installation of new streetlights and curb ramp upgrades. It is difficult to estimate the annual backlog or degree to which the City’s transportation program is underfunded, as new projects are identified annually, and maintenance is a continuous necessity.

Distribution and supply chains for construction materials as well as local labor are affecting the cost to construct. Materials have sky-rocketed in the last few years and lead-time for supplies has increased dramatically. This uncertainty can make it difficult to correctly estimate the true cost of a project, especially if a project remains years out to completion.

The five Programs & Plans listed in the TIP do not include a total project cost as these are programs where either costs are ongoing (such as maintenance) or more can always be done if additional funding is found.

Of the total cost for funded/partially funded projects, about \$255 million, approximately \$110 million is still unfunded. The six unfunded projects included in this six-year TIP (not including the unfunded portions of partially funded projects previously stated) total an additional \$95 million.

The City of Shoreline funds transportation capital projects from the General Fund, Real Estate Excise Tax (REET), Vehicle License Fees (VLF), Sales and Use Tax, and grant revenue from local, state, and federal governments. Because some of these revenue sources are so closely tied to the health of the economy, they can be somewhat unpredictable, making it challenging for the City to plan for transportation improvements with assurance that funding will be available.

Historically the largest sources of funding for Shoreline's transportation programs and projects have been grants. Funding for transportation projects is available from federal, state, and local resources. Each funding source has specific rules and guidelines about what types of projects they will fund, how much of a project will be funded, and timelines for expenditure of funds.

Most grant programs require a funding match, which means that the City must also contribute funding to the cost of a project and/or secure additional funding of a different source (i.e., federal funds cannot match federal funds, but state funding often can match federal funding). The granting agency may have additional restrictions. Funding programs for bicycle and pedestrian transportation projects are very limited, especially in comparison to funding for highway and roadway projects. Quite often, granting agencies prefer to fund construction of projects rather than planning, design, or environmental work. Having projects fully designed and "shovel ready" improves their ability to compete for funding. The competitive nature of grant funding and the specific requirements associated with available grants narrow the opportunities for many of the City's high priority projects to obtain outside funding.

## **7. Relationship of the TIP to other Transportation Documents**

### ***A. Six-Year Capital Improvement Plan***

Once adopted, the TIP helps to guide funding and implementation priorities during the development of the transportation portion of the Capital Improvement Plan (CIP). The CIP is a six-year financial plan addressing capital needs and is updated along with the development of the City's operating budget. The CIP shows the City-funded projects and is constrained by current budget forecasts, whereas the TIP shows the complete project list, including unfunded projects and programs. The first two years of the CIP are adopted as part of the biennial budget, with any updates adopted annually.

### ***B. Transportation Master Plan (TMP) & Transportation Element (TE)***

The City of Shoreline's Transportation Master Plan (TMP), with its TE Transportation Element (the State required components) adopted into the City's Comprehensive Plan, is the long-range blueprint for travel and mobility, describing a vision for transportation that supports the City's adopted Comprehensive Plan. The TMP provides guidance for implementing the TE and public and private sector decisions on local and regional transportation investments, including short-, mid-, and long-range transportation and related land-use activities. In this way, the City can assess the relative importance of projects and schedule their planning, engineering, and construction as growth takes place and the need for the facilities and improvements is warranted. It also establishes a prioritization of the projects to be included in future capital improvement plans. The TMP/TE covers transportation facilities for the movement of services and goods as well as all forms of personal travel including travel by foot, bicycle, wheelchair, transit, and automobile. The TMP/TE is one tool for identifying projects in the TIP.

### ***C. State and Federal Requirements***

State law requires that each city develop a local TIP and that it be annually updated (RCW 35.77.010). It also requires that projects be included in the TIP in order for cities to compete for transportation funding grants from most federal and state sources. Federal grant funded and regionally significant projects from the first three years of the City's TIP are included in the Regional TIP, which is assembled by the Puget Sound Regional Council for King, Kitsap, Pierce, and Snohomish Counties. The Regional TIPs from around the State are then combined to form the State TIP, which is approved by the Governor and then submitted to the Federal Highway Administration and Federal Transit Authority for their review and approval.

## **8. Emerging Project Support**

Throughout the year, new information may arise affecting the need for potential or re-prioritized projects and staff address these. As this plan is being finalized, some emerging issues are under discussion:

### **Connectivity Study**

As part of the TMP update, the City is conducting a study to help identify ways to promote connectivity, especially in the four candidate countywide centers, and other high-density and/or business districts. The study will examine elements such as "ideal" block lengths and opportunities for new roadway and other connections as well as supporting policy. This study will likely result in the identification of other potential projects that may be added to future TIPs.

Unopened right-of-way that could be converted to possible pedestrian and bicycle connections continue to be considered and project ideas will be developed over time.

The City also has an opportunity on the west side of I-5 in the 145th Street Station Subarea (now designated as a candidate countywide center and newly named the 148th St Station Area) for a comparable public space to the 3rd Ave Connector (Project #19 in this TIP) that would provide a midblock connection from 145th to 148th and the future 148th Bridge. With development in this area currently underway, and the window for finalizing circulation narrows, this is another public space that is actively being considered that will likely evolve over this year.

### **Shared-Use Mobility Hubs**

In order to make connections to the transit system with transportation options, the City began identifying possible locations where shared-use mobility hubs could help satisfy this need. Shared-use mobility hubs are places of connectivity where different modes of transportation come together seamlessly and can be easily accessed. The TE proposes 17 potential shared-use mobility hubs in the City. In early 2024, the City will be conducting a Shared-Use Mobility Hub Feasibility Study to identifying hubs most suitable for near-term implementation. Once identified, recommendations for the design of one or more sites and associated cost estimates will be developed and included in the next TIP update.

### **Sound Transit (ST) Non-motorized Access Improvements to support Stride BRT (Bus Rapid Transit)**

As part of the voter-approved Sound Transit 3 (ST3) Plan, the SR 522/NE 145th Bus Rapid Transit project (one of three ST "Stride" BRT lines) will provide service from north Lake Washington communities to the new Shoreline South/148th light rail station, with buses running as often as every 10 minutes. Service is expected to become operational in 2026. There will be 12 stations across four cities, including two stations in Shoreline on NE 145th Street at 15th Avenue NE and at 30th Avenue NE. As a component of this program, ST has allocated a total of \$5M dollars for non-motorized access improvements to be allocated across the four cities. Shoreline has requested use of a portion of these funds to provide pedestrian and bike improvements on 28th Ave NE and 30th Ave NE, from 145th Street (adjacent to the Stride station) north to the first connecting east/west street. This request is under review by ST. If ST grants funds for these improvements, they will likely be constructed in 2026 or 2027.

### **Bike/Scooter Parking**

The TMP update is concurrently completing a study to identify where bicycle and micromobility parking (shared-use scooters, e-bikes, etc.) is needed throughout the City (in addition to shared-use hubs). The City will identify best practices to accommodate these modes, improve safety and equity, and achieve climate goals. Sections of the Shoreline Municipal Code and Engineering Development Manual will be updated to remove outdated codes and standards. There is the possibility of future City led projects toward this effort that may or may not be a part of a future TIP.



**Electric Vehicle (EV) Infrastructure**

The State is taking a strong stance on switching from fossil-fueled vehicles to electric vehicles to address climate impacts. Although the City has not formalized a plan to date, the need for EV infrastructure will likely be developing over the next several years. The City may wish to position itself for grant funding that is and may become available. Although EV charging stations may be a component of certain mobility hubs, the City will likely need to develop and promote installation of charging facilities in other places throughout the City. Efforts will likely be interdepartmental for any initial analysis, but projects will likely be identified in the latter half of 2023 or 2024 and will be included in future TIPs.

**9. Preservation of Railroad Right-of-Way**

RCW 35.77.010(3) requires that the TIP address the preservation of railroad right-of-way in the event that a railroad ceases to operate. The Burlington Northern Santa Fe (BNSF) Railway maintains tracks that abut and are roughly parallel to the entire Puget Sound shoreline within the City limits. This corridor provides both freight movement (the region's primary connection to the north) and intercity passenger rail (Amtrak and Sound Transit's Sounder). Given the extensive use of this corridor, it is unlikely that operations would cease in the near future. However, if operations were to cease, the City would seek to preserve the corridor for future use as a non-motorized trail given its location on the Puget Sound shoreline and potential connection to City parks along this line.

**Contact Information**

For additional information, contact Nytasha Walters, Transportation Services Manager, (206) 801-2481 or [nwalters@shorelinewa.gov](mailto:nwalters@shorelinewa.gov).

The following is a list of projects included in the 2024-2029 TIP. A description of each project can be found in the following pages.

**PROGRAMS & PLANS** *(considered partially funded as more work could always be completed with additional revenue)*

1. Sidewalk Rehabilitation Program (Repair & Maintenance)
2. New Sidewalk Plan (New Sidewalk Construction)
3. Traffic Safety Improvements
4. Road Surface Maintenance Program
5. Traffic Signal Rehabilitation Program

**FUNDED PROJECTS** *(noted if only partially funded)*

6. 145th Street (SR 523) Corridor Improvements, Aurora Ave N to I-5 *(partially)*
7. SR 523 (N/NE 145th Street) & I-5 Interchange Improvements
8. 148th Street Non-Motorized Bridge
9. Trail Along the Rail *(partially)*
10. Greenwood Ave N /Innis Arden/ N 160th St Intersection Improvements
11. N/NE 175th Street Corridor Improvements (Stone Ave to I-5) *(partially)*
12. Light Rail Access Improvements: 1st Ave NE (145th to 155th)
13. Meridian Avenue N (N 175th Street to N 200th Street)
14. NE 200th Street (25th Ave NE to 30th Ave NE) New Sidewalk

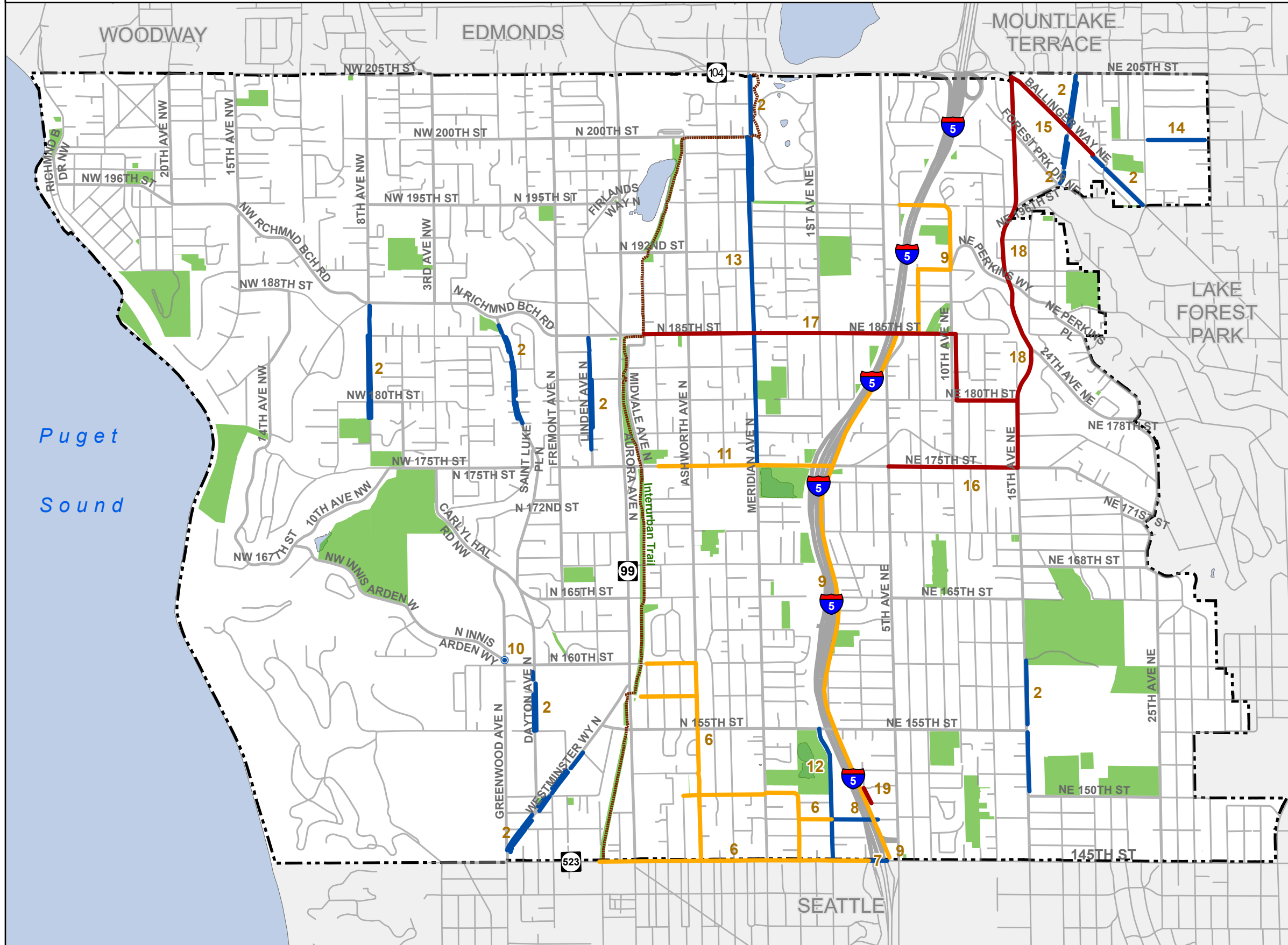
**UNFUNDED PROJECTS**

15. Ballinger Way - NE 205th St to 25th Ave NE Access Control (Preliminary Design)
16. 175th Street (5th Ave NE to 15th Ave NE) - Preliminary Design
17. N/NE 185th Street Corridor Improvements
18. 15th Avenue NE (NE 175th Street to NE 205th Street)
19. 3rd Ave NE Connectors
20. Eastside Off-Corridor Bike Network (Pre-Design Study)

**PROJECTS SCHEDULED FOR SUBSTANTIAL COMPLETION IN 2023**

<b>PROJECT NAME</b>	<b>PROJECT DESCRIPTION</b>	<b>COST (estimate)</b>	<b>FUNDING SOURCES</b>
Meridian Avenue N (N 155 <sup>th</sup> Street to N 175 <sup>th</sup> Street)	The project enhances safety at pedestrian crossings, adds bicycle lanes, and modifies lane configuration. Safety improvements include pedestrian refuge island, RRFBs, restriping for bike lane in each direction, and new left turn pockets.	\$1,190,000	The project is funded by a Federal Highway Safety Improvements Program (HSIP) Grant (\$1,139,000) and the City's Roads Capital fund.
Midblock Crossing and Citywide Rectangular Rapid Flashing Beacons and Radar Signs	<p>This project:</p> <ul style="list-style-type: none"> <li>• Adds a midblock crossing on NW Richmond Beach Rd between 8th Ave NW and 3rd Ave NW including refuge island, RRFB, improved lighting and ADA improvements.</li> <li>• Installs pedestrian-activated RRFBs on Meridian Ave at 150th, 180th, and 192nd Streets; NW Richmond Beach Rd/12th Ave NW; N 200th St/Ashworth Ave; N 185th St/Ashworth Ave; 1st Ave NE/N 195th St; 5th Ave NE/N 195th St; and 15th Ave NE/NE 148th St.</li> <li>• Installs radar speed feedback signs on 155th St west of Densmore Ave; Perkins Way west of 11th Ave NE; 15th Ave NE south of 196th St.</li> </ul>	\$1,521,397	This project is funded through local Roads Capital funds and a federal Highway Safety Improvement Program (HSIP) grant (\$1,473,490).

# Transportation Improvement Plan 2024 to 2029



## Individual Project Locations

### Partially Funded Citywide Programs

1. Sidewalk Rehabilitation Program (not mapped)
2. New Sidewalk Plan – New Construction (9 of 12 initial projects remain)
3. Traffic Safety Improvements (not mapped)
4. Road Surface Maintenance Program (not mapped)
5. Traffic Signal Rehabilitation Program (not mapped)

### Funded Projects (noted if only partially funded)

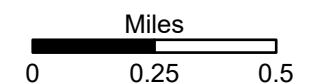
6. I-45th St (SR 523) Corridor Improvements (Aurora to I-5) (partially)
7. SR 523 (N/NE 145th Street) and I-5 Interchange Improvements
8. I-48th Street Non-Motorized Bridge
9. Trail along the Rail (partially)
10. Greenwood/Innis Arden/I-60th Intersection Improvements
11. N/NE 175th St - Corridor Improvements (Stone Ave to I-5) (partially)
12. Light Rail Access Improvements: 1st Ave NE (145th to 155th)
13. Meridian Ave N (N 175th St - N 200th St)
14. NE 200th St (25th Ave NE to 30th Ave NE) New Sidewalk

### Unfunded Projects

15. Ballinger Way - NE 205th St to 25th Ave NE Access Control (Preliminary Design)
16. NE 175th St (5th Ave NE to 15th Ave NE)
17. N/NE 185th St - Corridor Improvements
18. 15th Avenue NE (NE 175th Street to NE 205th Street)
19. 3rd Ave NE Connectors
20. Eastside Off-Corridor Bike Network (not mapped)

## Funding Status

- — Funded
- Partial
- Unfunded
- - - Interurban Trail
- Park



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

**PROGRAMS & PLANS**  
***(PARTIALLY FUNDED)***

**Project # and Name**  
**1. Sidewalk Rehabilitation Program (Repair & Maintenance)**

**Scope / Narrative**

Title II under the Americans with Disabilities Act (ADA) requires a public entity to perform a self-evaluation of its programs, activities, and services, along with all policies, practices, and procedures that govern their administration. Shoreline is also required to create and implement an ADA Transition Plan to make reasonable modifications to remove barriers - both physical and programmatic.

In 2017-2018, the City completed an assessment and inventory of all sidewalk facilities and developed a draft Transition Plan ([www.shorelinewa.gov/home/showdocument?id=45538](http://www.shorelinewa.gov/home/showdocument?id=45538)) focused on facilities in the right-of-way such as curb/gutter, curb ramps, and sidewalks. Prioritization and preliminary schedules were also included in the report. Under the Sidewalk Rehabilitation program, the City will identify priority projects to be completed within the next 6 years and moving forward with those improvements as funding allows.

Initial Work, Year 1: Sidewalks that can be ground to improve vertical discontinuity and coordination with existing projects. This approach was selected because larger projects require longer lead times for design.

Following 5 Years: Focus on removing barriers.

As the sum to complete all ADA upgrades and provide maintenance is very high, this will be an annual, ongoing program.

**Funding**

FUNDING SOURCE	CURRENT FUNDING FORECAST						2024-2029 Total
	2024 Estimate	2025 Estimate	2026 Estimate	2027 Estimate	2028 Estimate	2029 Estimate	
Transortation Benefit Dist.	\$ 521,600	\$ 521,200	\$ 521,000	\$ 520,700	\$ 520,600	\$ 520,200	\$ 3,125,300
General Fund							\$ -
<b>TOTAL 2024-2029</b>	\$ 521,600	\$ 521,200	\$ 521,000	\$ 520,700	\$ 520,600	\$ 520,200	\$ 3,125,300

**Project Status / Funding Outlook**

Sidewalk, curb, and gutter repairs and maintenance had historically been funded through an annual transfer from the General Fund and was underfunded. In 2018, City Council approved a \$20 increase in Vehicle License Fees (VLF) to supplement funding for repair and maintenance. VLF was collected starting in March 2019.

Based on the City's assessment and initial estimates, the cost to complete retrofits and remove all barriers in the right of way to meet City ADA standards is in excess of \$191 million (2018 dollars).

**Purpose / Goals to be Achieved**

The Sidewalk Rehabilitation Program supports the process to eliminate barriers to users found in public facilities (specifically the facilities of sidewalk, curb, and gutter) addressing Title II compliance.

This program helps to implement **2022-2024 City Council Goal 2**: Continue to deliver highly-valued public services through management of the City's infrastructure and stewardship of the natural environment.

## Project # and Name

### 2. New Sidewalk Plan (New Sidewalk Construction)

## Scope / Narrative

The City Council approved the 2018 Sidewalk Prioritization Plan on June 4, 2018. The Plan identified a continuous, citywide sidewalk network and prioritizes the construction of sidewalk segments throughout the City.

At the November 2018 general election, Shoreline voters approved the issuance of bonds supported by Transportation Benefit District 0.2% Sales Tax collected over a 20-year period. The ballot measure identified 12 initial projects to be completed, based on the Sidewalk Prioritization Plan and specific opportunities to combine with other capital projects and funding. If there should be additional funds from this source after completion of the 12 projects listed, additional projects will be selected from the 2018 Sidewalk Prioritization Plan.

The 12 initial projects are listed below with estimated year of completion (this could change based on unforeseen opportunities):

1. 1st Ave NE (NE 192nd ST to NE 195th ST) - **2021** *(completed)*
2. 5th Ave NE (from NE 175th ST to NE 185th ST) - **2022** \*\* *(completed)*
3. 20th Ave NW (from Saltwater Park entrance to NW 195th ST) - **2023**
4. Westminster Way N (from N 145th ST to N 153rd ST) - **2024**
5. 19th Ave NE (from NE 196th ST to NE 205th ST) - **2024**
6. Ballinger Way NE (19th Ave NE to 25th Ave NE) - **2024** \*
7. Dayton Ave N (from N 178th ST to N Richmond Beach RD) - **2025** \*\*
8. Linden Ave N (from N 175th ST to N 185th ST) - **2025**
9. Meridian Ave N (from N 194th ST to N 205th ST) - **2026** \*
10. 8th Ave NW (from north side of Sunset Park to Richmond Beach RD NW) - **2026**
11. Dayton Ave N (from N 155th ST to N 160th ST) - **2027** \*
12. 15th Ave NE (from NE 150th ST to NE 160th ST) - **2028**

\* *Puts sidewalk on second side (bus route)*

\*\* *Two sides of the street (bus route)*

The City will continue to seek funding opportunities to construct other segments identified in the Sidewalk Prioritization Plan. New sidewalks will also be constructed as the result of private development.

The project webpage provides information on current and completed projects:

[shorelinewa.gov/sidewalks](http://shorelinewa.gov/sidewalks)

## Funding

FUNDING SOURCE	CURRENT FUNDING FORECAST (annual amounts are estimates)						2024-2029 Total
	2024 Estimate	2025 Estimate	2026 Estimate	2027 Estimate	2028 Estimate	2029 Estimate	
Bond Issued	\$ 11,400,000	\$ 8,700,000	\$ 4,100,000	\$ 4,400,000	\$ 6,400,000	\$ -	\$ 35,000,000

*Continued on next page*

### Project Status / Funding Outlook

A series of Limited Tax General Obligation bonds will be issued that will be repaid by the revenue generated by the 0.2% TBD Sales Tax. The principal amount will be limited to \$42 million, which is the amount that staff estimates could be supported by the estimated \$59 million in revenue. The bond series authorized for issuance will have a decreasing laddered maturity with a maximum 20-year maturity to match the remaining term of the tax.

It is expected approximately \$5,800,000 will have been spent on the program through 2023 (construction, design, etc.); debt interest paid is expected to be approximately \$1,584,621 through 2023.

Staff will compare the revenue projections and the expenditures to determine and assess opportunities to build additional projects in accordance with the ballot measure during each biennial budget process and prior to issuing each debt series.

### Purpose / Goals to be Achieved

Projects under the New Sidewalk Plan were reviewed and ranked utilizing criteria for Safety, Equity, Proximity, and Connectivity. This process was one of the tools used to rank and select initial projects in this program. These projects are a first step in ultimately constructing a complete sidewalk network in the City.

This program helps to implement **2022-2024 City Council Goal 2**: Continue to deliver highly-valued public services through management of the City's infrastructure and stewardship of the natural environment.



## Project # and Name

### 3. Traffic Safety Improvements

## Scope / Narrative

This program implements low-cost transportation safety efforts, aligned with the systemic and location-based priorities identified by the Annual Traffic Report. Projects may include infrastructure improvements (i.e. crosswalk enhancements, signs, delineation, traffic calming devices, intersection control changes, lighting), operational changes (i.e. signal phase or timing changes, speed limit studies and revisions), or education and outreach based efforts (i.e. community traffic safety signs, radar speed feedback sign).

## Funding

FUNDING SOURCE	CURRENT FUNDING FORECAST						2024-2029 Total
	2024 Estimate	2025 Estimate	2026 Estimate	2027 Estimate	2028 Estimate	2029 Estimate	
Roads Capital	\$ 185,334	\$ 194,601	\$ 200,439	\$ 200,439	\$ 200,439	\$ 200,439	\$ <b>1,181,691</b>

## Project Status / Funding Outlook

This program is currently underfunded. Additional improvements that could be implemented with supplemental funding include street lighting and larger-scale projects identified by the Annual Traffic Report.

## Purpose / Goals to be Achieved

The Traffic Safety Improvements program maintains a modest annual budget to address small improvements as needed throughout the City.

This annual program helps to implement **2022-2024 City Council Goal 2**: Continue to deliver highly-valued public services through management of the City's infrastructure and stewardship of the natural environment.

## Project # and Name

### 4. Road Surface Maintenance Program

## Scope / Narrative

This is an annual program that is designed to maintain the City's roadway network in good condition over the long term, within the limits of the funding provided by the Roads Capital Fund, federal and state grants, and other funding approved by the City Council. Road condition is expressed as Pavement Condition Index (PCI), which is reassessed City-wide on a 5-year cycle. In 2015 and 2021 respectively, the PCI of all Shoreline streets averaged 82 and 80 on a 100-point scale. For comparison, highway departments nationwide consider a system-wide average PCI of 75 as "very good". Each street's condition is tracked using a Pavement Management software system, with the goal of maintaining the street's structural condition and ride quality without the necessity of full reconstruction.

Historically, this program has employed a combination of asphalt concrete overlays and Bituminous Surface Treatment (sometimes called chip-seal) to maintain arterial and residential streets; both are designed to extend typical pavement life between 10 and 15 years. Each year, the City uses the Pavement Management system to select streets for preventive maintenance. As part of the program, the City renews pavement markings, channelization, signing, and incorporates Complete Street elements.

## Funding

FUNDING SOURCE	CURRENT FUNDING FORECAST						2024-2029 Total
	2024 Estimate	2025 Estimate	2026 Estimate	2027 Estimate	2028 Estimate	2029 Estimate	
Roads Capital	\$ 530,000	\$ 530,000	\$ 530,000	\$ 530,000	\$ 530,000	\$ 530,000	\$ 3,180,000
Vehicle License Fee	\$ 830,000	\$ 830,000	\$ 830,000	\$ 830,000	\$ 830,000	\$ 830,000	\$ 4,980,000
<b>TOTAL 2024-2029</b>	<b>\$ 1,360,000</b>	<b>\$ 1,360,000</b>	<b>\$ 1,360,000</b>	<b>\$ 1,360,000</b>	<b>\$ 1,360,000</b>	<b>\$ 1,360,000</b>	<b>\$ 8,160,000</b>

## Project Status / Funding Outlook

In 2009, the City Council approved a \$20 Vehicle License Fee (VLF) to fund this program and subsequently added additional annual funding from the Roads Capital Fund.

## Purpose / Goals to be Achieved

The Road Surface Maintenance Program has a modest budget to keep the City's roadways in a state of good repair, applying treatments to extend the life of these facilities.

This annual program project helps to implement **2022-2024 City Council Goal 2**: Continue to deliver highly-valued public services through management of the City's infrastructure and stewardship of the natural environment.

## Project # and Name

### 5. Traffic Signal Rehabilitation Program

## Scope / Narrative

The maintenance of safe and efficient traffic signals is an important part of the City's responsibility to all users of the transportation network including drivers, transit providers, pedestrians, and bicyclists. New traffic signal technology provides superior functionality compared to older, obsolete equipment. Intersection improvements are one of the most cost effective ways to improve traffic flow while effective maintenance and operation of traffic signals can increase safety and extend the life of the signal, decreasing overall program costs. Examples of signalized intersection improvements include, but are not limited to:

- New controllers which can accommodate transit signal priority, dynamic emergency vehicle preemption, and coordination of traffic signals along a corridor for increased efficiency.
- Functional detection to ensure signals operate dynamically, based on actual user demand.
- Back up battery systems to keep signals operational during power outages.
- Communication to a central system for efficient signal timing changes, troubleshooting, and reporting.
- Accessible Pedestrian Signals and countdown signal heads for improved safety and ADA compliance.

The ability to keep traffic signals operating and vehicles moving is a key part of Shoreline's Emergency Management Plan.

Intelligent Transportation Systems (ITS) is the application of advanced information and communications technology to transportation. ITS helps roadway users make more informed decisions about travel routes thereby improving efficiency, safety, productivity, travel time and reliability. Elements of an ITS system can include variable message signs, license plate or bluetooth/wi-fi readers, real-time traffic flow maps, traffic monitoring cameras, and communication between traffic signals and a Traffic Management Center (TMC). Existing City ITS components include fiber optic lines, traffic monitoring cameras, and a central signal system for signals along Aurora. The City began operation of a TMC in 2013 to help manage these systems which may be expanded or modified as the City's ITS system grows. This project will fully integrate all City signals, with ITS improvements where appropriate, including traffic monitoring cameras. Future expansions of the system may include coordination with traffic signals in Seattle, cities to the north, and those operated by WSDOT.

## Funding

FUNDING SOURCE	CURRENT FUNDING FORECAST						2024-2029 Total
	2024 Estimate	2025 Estimate	2026 Estimate	2027 Estimate	2028 Estimate	2029 Estimate	
Roads Capital	\$ 148,647	\$ 153,107	\$ 157,700	\$ 157,700	\$ 157,700	\$ 157,700	\$ 932,554

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## Project Status / Funding Outlook

This program is currently underfunded. The original goal and associated funding established for this program was to rebuild 2 signal systems annually. Using a standard design and contracting process, signal system rebuild costs can range from \$400,000 - \$1,200,000. With current program funds, this allows for approximately one signalized location to be rebuilt every 3-8 years, which puts the rehabilitation cycle significantly behind schedule.

The ITS portion of the project is currently unfunded. Out of 46 total signalized intersections, 30 do not have established communication to the Traffic Management Center. The cost to establish communication to all signals is not known at this time, however is estimated at well over \$1,000,000 for standard fiber communication.

The Surface Transportation Program is a potential source of grant funding for this program.

## Purpose / Goals to be Achieved

The Traffic Signal Rehabilitation Program aims to keep the City's traffic signal system in a state of good repair with current technology. This benefits all users of the City's transportation network.

This annual program helps to implement **2022-2024 City Council Goal 2**: Continue to deliver highly-valued public services through management of the City's infrastructure and stewardship of the natural environment.

**FUNDED PROJECTS**  
***(FULLY OR PARTIALLY)***

## Project # and Name

### 6. 145th Street (SR 523) Corridor Improvements, Aurora Ave N to I-5

## Scope / Narrative

This project is part of the implementation of the 145th Street Multimodal Corridor Study. The project will make improvements to signalized intersections between I-5 and Aurora Ave N in order to improve transit service, general purpose traffic, and pedestrian crossings. The project will also improve pedestrian facilities along its full length of the north side of the street. Bike facilities will be provided through construction of an Off-Corridor Bike Network between the Interurban Trail to the west and 1st Ave N to the east with connections to City of Seattle's planned Off-Corridor south of 145th.

The Design Phase for this project is fully funded through STP grants, Connecting Washington Funds, and the City's Roads Capital Fund. Given the highly competitive and limited availability of funding to complete the Right-of-Way (ROW) and Construction (CN) phases of this corridor, the City is planning to purchase ROW and construct the corridor in phases as shown below. The City is currently working towards completing design, ROW, and CN for Phase 1 (I-5 to Corliss segment of the project) by 2024. Phase 1 is fully funded.

Through the State Legislature, the City received \$25M toward implementation of the 145th Street Multimodal Corridor Project. The majority of these dollars will be used for the Interchange Project and Phase 1 of this Corridor Project with the balance being forwarded to Phase 2. The City is pursuing multiple potential funding sources to support additional ROW and CN for Phases 2 and 3 of the project.

#### **The project construction schedule will be phased in 3 parts:**

Phase 1: I-5 to Corliss (2020 to 2023 Design; 2021 to 2022 ROW; 2023 to 2024 CN)

Phase 2: Corliss to Wallingford (2023-2024 Design; 2025-2026 ROW; beyond 2027 CN)

Phase 3: Wallingford to Aurora (2026 Design; 2027-2028 ROW; beyond 2028 CN)

The Off-Corridor Bike Network, that will provide bicycle facilities for this project on adjacent streets, may be constructed in tandem with one of the phases or as a separate construction project.

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<b>Funding</b>							
	<b>PARTIALLY FUNDED</b>			<b>UNFUNDED</b>			
<b>FUNDING SOURCE</b>	<b>2024 Estimate</b>	<b>2025 Estimate</b>	<b>2026 Estimate</b>	<b>2027 Estimate</b>	<b>2028 Estimate</b>	<b>2029 Estimate</b>	<b>2024-2029 Total</b>
PH1-Ph 3 Design <b>Connecting WA</b>	\$ 853,600		\$ 1,174,000				\$ 2,027,600
PH1 Construction <b>Connecting WA and Road Capital</b>	\$ 2,817,300						\$ 2,817,300
PH1 Construction <b>STP/CMAQ</b>	\$ 2,538,600						\$ 2,538,600
PH1 Construction <b>TIB (State)</b>	\$ 3,387,800						\$ 3,387,800
Off-Corridor Bike Network <b>TBD</b>	\$ 856,100						\$ 856,100
PH2 ROW <b>TBD</b>		\$ 3,400,200	\$ 3,400,200				\$ 6,800,400
PH2 Construction <b>TBD</b>			\$ 4,000,000	\$ 7,353,400			\$ 11,353,400
PH3 ROW <b>TBD</b>				\$ 3,413,200	\$ 3,413,200		\$ 6,826,400
PH3 Construction <b>TBD</b>						\$ 7,998,800	\$ 7,998,800
<b>TOTAL 2024-2029</b>	\$ 10,453,400	\$ 3,400,200	\$ 8,574,200	\$ 10,766,600	\$ 3,413,200	\$ 7,998,800	<b>\$ 44,606,400</b>
				<i>Outer Year Funding (Beyond 2029):</i>			\$0
				<i>Prior Cost through 2023:</i>			\$25,747,200
				<b>Total Project Cost:</b>			<b>\$70,353,600</b>
				<i>Unfunded Portion / Future Funding Need:</i>			\$23,892,200

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## Project Status / Funding Outlook

The 145th Corridor project is separated into three phases to make each phase meaningful, logical, and fundable. Secured funding to complete the Design for all phases of this corridor is shared by a federal STP grant, Connecting Washington Funds, and local Roads Capital funds.

Phase 1 of the 145th Corridor Project is fully funded and will be under construction in 2023/2024. Phase 1 is funded through local Roads Capital funds, federal STP/CMAQ funds, State TIB, and Connecting Washington Funds. Other phases have yet to secure complete funding; \$5.48 million in STP funding is currently pending for Phase 2 ROW on the PSRC project contingency list.

Total project cost to implement the 145th Corridor Project from I-5 to the Interurban Trail is estimated at approximately \$70.4 million.

## Purpose / Goals to be Achieved

The 145th Street Corridor project will install multimodal improvements addressing light rail station access and TOD in the high-density rezone near the Shoreline South/148th Station. Through interjurisdictional coordination, this project will improve safety, efficiency, and provide connectivity.

This project helps to implement **2022-2024 City Council Goal 2**: Continue to deliver highly-valued public services through management of the City's infrastructure and stewardship of the natural environment, and **Goal 3**: Continue preparation for regional mass transit in Shoreline.



## Project # and Name

### 7. SR 523 (N/NE 145th Street) & I-5 Interchange Improvements

## Scope / Narrative

The City of Shoreline is currently completing design of the 145th Street/I-5 Interchange. The City's initial improvement concept, as included in the City's Preferred Design Concept report, proposed a new I-5 northbound on-ramp, revised 145th bridge deck channelization, and a new pedestrian bridge adjacent to the existing bridge deck.

In 2019, the City revised the concept to include two multi-lane roundabouts to replace the two existing signalized interchange intersections. Traffic modeling of the roundabouts demonstrated better performance for transit and general-purpose traffic than the initial improvement concept, and at a lower cost.

## Funding

FUNDED							
FUNDING SOURCE	2024 Estimate	2025 Estimate	2026 Estimate	2027 Estimate	2028 Estimate	2029 Estimate	2024-2029 Total
Roads Capital Fund	\$ 127,200	\$ 100,000					\$ 227,200
STP Design							\$ -
STP Construction	\$ 2,788,000	\$ 1,394,000					\$ 4,182,000
Sound Transit Contribution	\$ 3,500,000	\$ 1,100,000					\$ 4,600,000
WSDOT Regional Mob.	\$ 4,250,000						\$ 4,250,000
TIB ROW & CN	\$ 4,500,000	\$ 500,000					\$ 5,000,000
<b>TOTAL 2024-2029</b>	<b>\$ 15,165,200</b>	<b>\$ 3,094,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 18,259,200</b>
					<i>Outer Year Funding (Beyond 2029):</i>		\$0
					<i>Prior Cost through 2023:</i>		\$15,729,775
					<b>Total Project Cost:</b>		<b>\$33,988,975</b>
					<i>Unfunded Portion / Future Funding Need:</i>		\$0

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**Project Status / Funding Outlook**

Advertising for construction bids is scheduled for mid 2023. This project is fully funded through federal, state, and local dollars.

**Purpose / Goals to be Achieved**

The 145th Street/I-5 Interchange project is the product of multiple studies, partnerships, and years of interjurisdictional coordination. Project improvements address the City's priorities for Safety, Equity, Multimodality, Connectivity, Climate Resiliency, and Community Vibrancy.

This project helps to implement **2022-2024 City Council Goal 2**: Continue to deliver highly-valued public services through management of the City's infrastructure and stewardship of the natural environment, and **Goal 3**: Continue preparation for regional mass transit in Shoreline.

**Project # and Name****8. 148th Street Non-Motorized Bridge****Scope / Narrative**

This project will provide a new non-motorized bridge crossing over I-5 from the neighborhood in the vicinity of N 148th Street on the westside of I-5 into the Sound Transit Lynnwood Link Shoreline South/148th Station to be located on the eastside of I-5. In order to construct east side landing and bridge piers prior to light rail running in 2024 (construction costs would rise significantly) the project was phased for delivery:

Phase 1: East Bridge Landing

Phase 2: Bridge Span, West Bridge Landing, Shared-Use Path Connection to 1st Ave NE

**Funding**

FUNDING SOURCE	FULLY FUNDED						2024-2029 Total
	2024 Estimate	2025 Estimate	2026 Estimate	2027 Estimate	2028 Estimate	2029 Estimate	
<b>Final Design &amp; Permitting</b> Sound Transit (ST) and STP funds							\$ -
<b>Construction (Ph 1)</b> ST & King County	\$ 4,000,000						\$ 4,000,000
<b>Construction (Ph 1)</b> State Legislature	\$ 1,847,645						\$ 1,847,645
<b>ROW (Ph 2)</b> Federal TAP							\$ -
<b>ROW (Ph 2)</b> Grants Match Fund							\$ -
<b>Construction (Ph 2)</b> State Legislature	\$ 1,000,000	\$ 4,152,355					\$ 5,152,355
<b>Construction (Ph 2)</b> STP Funds	\$ 5,440,000						\$ 5,440,000
<b>Construction (Ph 2)</b> Federal Earmark		\$ 4,000,000					\$ 4,000,000
<b>Construction (Ph 2)</b> Local Funding	\$ 117,367	\$ 9,109,470					\$ 9,226,837
<b>TOTAL 2024-2029</b>	<b>\$ 12,405,012</b>	<b>\$ 17,261,825</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 29,666,837</b>
						<i>Outer Year Funding (Beyond 2029):</i>	\$0
						<i>Prior Cost through 2023:</i>	\$10,933,163
						<b>Total Project Cost:</b>	<b>\$40,600,000</b>
						<i>Unfunded Portion / Future Funding Need:</i>	\$0

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## Project Status / Funding Outlook

The total cost for this project is estimated to be approximately \$40 million. The City successfully obtained funds from the US DOT Surface Transportation Program (STP) for design. The project is divided into two phases in order to complete eastside construction prior to light rail becoming operational (this will save significant costs). Phase 1 (east side landing) is at 100% design and goes out to bid in 2023. Phase 2 is at 90% design and currently scheduled to go to construction in 2024.

The project received \$2.5 million in a TAP (Transportation Alternative Program) federal grant for ROW for Phase 2 (there was no right-of-way acquisition for Phase 1). Roads Capital funding is secured to match this grant and cover the balance of acquisition costs to complete the ROW acquisition for Phase 2 in 2023.

The current State transportation budget includes \$7 million for this project with about \$2 million to be used in Phase 1 (eastside landing) construction and the remainder in Phase 2 (bridge superstructure, west side landing, and shared-path to 1st Ave NE). Phase 1 of this project is completely funded with local funds utilizing State, Sound Transit System Access funds, and King County property tax levy (passed in August 2019). Phase 1 construction goes out to bid in 2023. In addition to the State funding, Phase 2 construction has secured \$4 million in federal earmarks and was awarded \$5.44 million in federal FHWA/STP funding.

The project team is currently pursuing a federal RAISE grant that will combine remaining phases of the 145th Corridor project with this bridge project. If unsuccessful with this endeavor, the entire balance to complete construction would come from some combination of General Fund, Real Estate Excise Tax, and/or other collected over the next several years (estimated to be approximately \$9 million).

## Purpose / Goals to be Achieved

The 148th Street Non-Motorized Bridge project was identified in both the 145th Street Station Subarea Plan and the 145th Street Multimodal Corridor Study. This pedestrian/bicycle bridge will connect a growing high-density transit-oriented community around the Shoreline South/148th Station, and provide west side communities one of the few crossings of I-5 with direct station access to the regional transit system.

This project helps to implement **2021-2023 City Council Goal 2**: Continue to deliver highly-valued public services through management of the City's infrastructure and stewardship of the natural environment, and **Goal 3**: Continue preparation for regional mass transit in Shoreline.

**Project # and Name**  
**9. Trail Along the Rail**

**Scope / Narrative**

This project will provide an approximately 2.5 mile multi-use trail that roughly parallels the Lynnwood Link Light Rail guideway from Shoreline South/148th Station through the Shoreline North/ 185th Station and to the 195th Street Pedestrian Overcrossing. Portions of the Trail Along the Rail will be built by Sound Transit and steps have been taken working with Sound Transit light rail design to ensure that the ability to complete the Trail Along the Rail in the future is not precluded. In order to be more competitive for funding and to better utilize development partnership opportunities, the project is anticipated to be constructed in segments as follows (these could vary depending on opportunity):

Phase 1: Shoreline North/185th Station to the NE 195th St Pedestrian Overcrossing  
 Phase 2: Shoreline South/148th Station to N 155th St  
 Phase 3: N 155th St to NE 175th St (wall and rough grading completed in Ridgecrest Park in 2021)  
 Phase 4: NE 175th to NE 185th St (interim on-street route completed in 2023). A permanent trail alignment for this phase is well in the future due to property and topographical challenges.

<b>Funding</b>							
	<b>UNFUNDED</b>						
<b>FUNDING SOURCE</b>	<b>2024 Estimate</b>	<b>2025 Estimate</b>	<b>2026 Estimate</b>	<b>2027 Estimate</b>	<b>2028 Estimate</b>	<b>2029 Estimate</b>	<b>2024-2029 Total</b>
<b>Phase 1</b>							\$ -
<b>Phase 2</b>							\$ -
<b>Phase 3</b>							\$ -
<b>Phase 4</b>							\$ -
<b>TOTAL 2024-2029</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
						<i>Outer Year Funding (Beyond 2029):</i>	\$9,030,000
						<i>Prior Cost through 2023:</i>	\$840,000
						<b>Total Project Cost:</b>	<b>\$9,870,000</b>
						<i>Unfunded Portion / Future Funding Need:</i>	\$9,030,000

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## Project Status / Funding Outlook

The Trail Along the Rail remains in the TIP despite no current funding as staff will continue to look for opportunities to fund sections of this trail. The City currently has several high profile projects competing for funding. There are certain funding sources for non-motorized projects.

As part of the Lynnwood Link Extension light rail agreement with the City, Sound Transit is constructing 20 non-contiguous blocks of the trail.

A wall and rough grading for the trail along the western edge of Ridgecrest Park has also been completed by ST LLE project through a betterment agreement. This early work was necessary to complete in coordination with ST. Finished grading, paving, striping, and signage is still required to complete this section of the trail along the edge of Ridgecrest Park.

The total cost for this project is estimated to be just under \$10 million. Outstanding costs have been increased 5% from estimate developed for the 2022-2027 TIP. The current CIP has no budget for any of the phases; rather budget for additional phase work is included in the Outer Year Funding line item. City staff are looking for grant sources to implement design, environmental, and construction of the various phases. To date, applications for small sections have been unsuccessful.

## Purpose / Goals to be Achieved

When it was confirmed that two light rail stations were coming to the City of Shoreline, the opportunity to work with Sound Transit to preserve the vision for a trail paralleling the light rail alignment was developed. As the full vision is viewed as a long-term realization, the City will look for non-motorized funding opportunities to construct phases over time. The City has made investments to date on this project; keeping this project highlighted in this document demonstrates the City's intent and desire to secure funding. The project will eventually provide infrastructure for recreation and commuting. The project will connect neighborhoods and two light rail stations providing a safe space for pedestrians and bicyclists.

This project is supportive of the multimodality, connectivity, and climate resiliency goals in the Transportation Element of the Comprehensive Plan.

This project helps to support **2022-2024 City Council Goal 2:** Continue to deliver highly-valued public services through management of the City's infrastructure and stewardship of the natural environment, and **Goal 3:** Continue preparation for regional mass transit in Shoreline.

**Project # and Name**  
**10. Greenwood Ave N /Innis Arden/ N 160th St Intersection Improvements**

**Scope / Narrative**  
 Acquire right-of-way and design and construct a roundabout intersection at Greenwood Ave. N, N 160th St. and N Innis Arden Way, adjacent to Shoreline Community College campus. To meet the City's concurrency standard the intersection improvements must be complete by September 2025.

<b>Funding</b>							
	<b>FUNDED</b>						
<b>FUNDING SOURCE</b>	<b>2024 Estimate</b>	<b>2025 Estimate</b>	<b>2026 Estimate</b>	<b>2027 Estimate</b>	<b>2028 Estimate</b>	<b>2029 Estimate</b>	<b>2024-2029 Total</b>
Shoreline Community College	\$1,884,000						\$ 1,884,000
						<i>Outer Year Funding (Beyond 2029):</i>	\$0
						<i>Prior Cost through 2023:</i>	\$200,000
						<b>Total Project Cost:</b>	<b>\$2,084,000</b>
						<i>Unfunded Portion / Future Funding Need:</i>	\$0.00

**Project Status / Funding Outlook**  
 The concept design report was completed in October 2019. The City and Shoreline Community College have entered into an agreement to fully fund this project. Shoreline Community College has provided \$2,083,986 to fund this project.

**Purpose / Goals to be Achieved**  
 Shoreline Community College conducted a Traffic Study as part of its permitting process for new student housing they planned to construct. The report indicated the project would result in an unacceptable level of service at the current intersection. The City and college entered into an agreement to make the necessary improvements and the City's preferred alternative of a roundabout will be constructed. Roundabouts slow traffic and have fewer conflict points while keeping traffic flowing. Special treatments can be added to further increase pedestrian visibility.  
 This project helps to implement **2022-2024 City Council Goal 2:** Continue to deliver highly-valued public services through management of the City's infrastructure and stewardship of the natural environment.

**Project # and Name****11. N/NE 175th Street Corridor Improvements (Stone Ave to I-5)****Scope / Narrative**

175th Street is considered a high priority as it is a primary access route to I-5, has relatively high levels of congestion, substandard sidewalks adjacent to an area with high pedestrian volumes next to elementary schools, a church with sizeable park-and-ride lot, bus stops, and a park. This project improves corridor safety and capacity, providing improvements which will tie in with those recently constructed by the Aurora project.

Improvements include reconstruction of the existing street to provide two traffic lanes in each direction with medians and turn pockets; curb, gutter, and sidewalk with planter strip where feasible; bicycle lanes integrated into the sidewalks; illumination; landscaping; and retaining walls where required. Intersections with high accident rates will be improved as part of this project.

The project is expected to be constructed in multiple phases.

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Funding							
	FUNDED	PARTIALLY FUNDED					
FUNDING SOURCE	2024 Estimate	2025 Estimate	2026 Estimate	2027 Estimate	2028 Estimate	2029 Estimate	2024-2029 Total
Design and Enviro Review - Federal STP							\$ -
Design and Enviro Review - Impact Fees	\$ 150,000						\$ 150,000
Design and Enviro Review - Unfunded				\$ 490,000	\$ 340,000	\$ 40,000	\$ 870,000
ROW - Impact Fees	\$ 1,000,000						\$ 1,000,000
ROW - Unfunded						\$ 1,600,000	\$ 1,600,000
Construction- Impact Fees		\$ 2,087,305	\$5,787,137				\$ 7,874,442
Construction - FEMA - Unfunded		\$ 6,261,916	\$2,562,084				\$ 8,824,000
Construction - Unfunded							\$ -
1% Arts - Roads Cap		\$ 72,260	\$72,260			\$ 642,844	\$ 787,364
<b>TOTAL 2024-2029</b>	<b>\$ 1,150,000</b>	<b>\$ 8,421,481</b>	<b>\$ 8,421,481</b>	<b>\$ 490,000</b>	<b>\$ 340,000</b>	<b>\$ 2,282,844</b>	<b>\$ 21,105,806</b>
				<i>Outer Year Funding (Beyond 2029):</i>		\$65,000,000	
				<i>Prior Cost through 2023:</i>		\$8,528,078	
				<b>Total Project Cost:</b>		<b>\$94,633,884</b>	
				<i>Unfunded Portion / Future Funding Need:</i>		\$76,294,000	

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## Project Status / Funding Outlook

60% design of the corridor is complete. The project team is working to finalize design for the first phase of construction. The acquisition of right-of-way for phase one is in progress.

The City pursued federal grant funding for design and environmental work through the Surface Transportation Program administered by PSRC in 2014. In February 2016 this project was selected from the PSRC contingency list and fully funded for the design and environmental review phases.

This project is identified in the City's Transportation Master Plan as a growth project that is necessary to accommodate growth and allow the City to maintain adopted level of service standards. Consequently, the City will use Transportation Impact Fees (TIFs) collected from private development for the grant matching funds for this project.

To date, TIF funds have been used to purchase four properties near Stone Avenue that require full acquisition for project improvements. This early purchase was conducted due to rising property costs.

A FEMA grant for \$8.9 million is pending for hazard mitigation adjacent to Ronald Bog. During the design process, it was discovered that the soils in the vicinity of the bog could allow portions of 175th Street to collapse during a seismic event. In order to utilize these funds if awarded, the project team would need to move forward in phasing this project as full funding is not in place. Possible phases may include (but not yet confirmed):

Phase 1: Meridian Avenue to Corliss Avenue

Phase 2: Corliss Avenue to I-5

Phase 3: Stone Avenue to Meridian Avenue

The project team continues to develop phasing. If any funds are awarded, this project will have significant updates in the 2025-2030 TIP.

## Purpose / Goals to be Achieved

The 175th Corridor project has been a City priority for many years. This corridor serves as a community lifeline and truck route, provides one of the few accesses to I-5, serves schools, City Hall, and Fire Headquarters. Multimodal improvements are crucial for safety and livability.

This project helps to implement **2022-2024 City Council Goal 2**: Continue to deliver highly-valued public services through management of the City's infrastructure and stewardship of the natural environment.

## Project # and Name

### 12. Light Rail Access Improvements: 1st Ave NE (145th to 155th)

## Scope / Narrative

This project enhances pedestrian access to the Shoreline South/148th Station (Sound Transit light rail) by constructing sections of sidewalk on 1st Ave NE between NE 145th and NE 155th Streets. Design includes a 10-foot sidewalk with 8-foot neckdowns around significant features. This sidewalk will function as a shared use path from 155th to 148th along the west side of the street. A lane balance will take place shifting the centerline of the roadway to the east to accommodate the new sidewalk in front of the creek. The project assumes design & construction of cement concrete sidewalk and placement of curb and gutter; where possible the project will retain existing sidewalks.

## Funding

FUNDING SOURCE	FUNDED						2024-2029 Total
	2024 Estimate	2025 Estimate	2026 Estimate	2027 Estimate	2028 Estimate	2029 Estimate	
Funded by Sound Transit	\$ 100,000						\$ 100,000
<b>TOTAL 2024-2029</b>	<b>\$ 100,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 100,000</b>
						<i>Outer Year Funding (Beyond 2029):</i>	\$0
						<i>Prior Cost through 2023:</i>	\$1,900,000
						<b>Total Project Cost:</b>	<b>\$2,000,000</b>
						<i>Unfunded Portion / Future Funding Need:</i>	\$0

## Project Status / Funding Outlook

With higher density zoning approved by Council in 2016 near the two light rail stations, this area is experiencing significant redevelopment which is adding sidewalk and amenity zone improvements. The City is utilizing \$2 million in Sound Transit station access funding to fill in gaps along this stretch of roadway. South of 148th Street, a combination of private development and 145th Corridor Phase 1 construction will add the bulk of pedestrian/bicycle facilities. Construction is expected to begin in summer 2023 and reach substantial completion by end of 2023 with possible minor elements to complete in 2024.

## Purpose / Goals to be Achieved

1st Avenue NE will be a key access point to the light rail station connecting to/from the 145th Street corridor, the future 148th Street Non-Motorized Bridge spanning I-5 at approximately 148th Street with direct access to the light rail station, and the City's bicycle network.

This project helps to implement **2022-2024 City Council Goal 1:** Strengthen Shoreline's economic climate and opportunities, **Goal 2:** Continue to deliver highly-valued public services through management of the City's infrastructure and stewardship of the natural environment, and **Goal 3:** Continue preparation for regional mass transit in Shoreline.

**Project # and Name****13. Meridian Avenue N (N 175th Street to N 200th Street)****Scope / Narrative**

This project will design and construct rechannelization improvements on Meridian Ave N from N 175th Street to N 200th Street to accommodate bike lanes, and turn lanes in key locations. This will require removal of some on street parking.

**Funding**

FUNDING SOURCE	FUNDED						2024-2029 Total
	2024 Estimate	2025 Estimate	2026 Estimate	2027 Estimate	2028 Estimate	2029 Estimate	
Funded by federal HSIP grant	\$ 110,000	\$ 515,000					\$ 625,000
<b>TOTAL 2024-2029</b>	<b>\$ 110,000</b>	<b>\$ 515,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 625,000</b>
<i>Outer Year Funding (Beyond 2029):</i>							\$0
<i>Prior Cost through 2023:</i>							\$0
<b>Total Project Cost:</b>							<b>\$625,000</b>
<i>Unfunded Portion / Future Funding Need:</i>							\$625,000

**Project Status / Funding Outlook**

This project is grant funded through the Federal Highway Safety Improvement Program (HSIP).

**Purpose / Goals to be Achieved**

The Transportation Element adopted into the City's Comprehensive Plan (November 2022) indicates that portions of this corridor will need to implement capacity improvements to meet the City's proposed/forecasted standard by 2044.

This program helps to implement **2022-2024** City Council **Goal 2**: Continue to deliver highly-valued public services through management of the City's infrastructure and stewardship of the natural environment.

**Project # and Name**  
**14. NE 200th St (25th Ave NE to 30th Ave NE) New Sidewalk**

**Scope / Narrative**  
 This project constructs new sidewalk on the north side of NE 200th Street serving Cascade K-8 school by filling gaps between 25th Ave NE and 30th Ave NE.

**Funding**

FUNDED							
FUNDING SOURCE	2024 Estimate	2025 Estimate	2026 Estimate	2027 Estimate	2028 Estimate	2029 Estimate	2024-2029 Total
Roads Capital	\$ 667,500						\$ 667,500
<i>Outer Year Funding (Beyond 2029):</i>							\$0
<i>Prior Cost through 2023:</i>							\$222,500
<b>Total Project Cost:</b>							<b>\$890,000</b>
<i>Unfunded Portion / Future Funding Need:</i>							\$0

**Project Status / Funding Outlook**  
 This project is included in the adopted 2023-2024 Biennial Budget. Council approved a one-time contribution from the General Fund to the Roads Capital Fund to fully fund construction of sidewalk on 200th Street serving Cascade K-8 school.

**Purpose / Goals to be Achieved**  
 This program helps to implement 2022-2024 City Council Goal 2: Continue to deliver highly-valued public services through management of the City’s infrastructure and stewardship of the natural environment.

# **UNFUNDED PROJECTS**

## Project # and Name

**15. Ballinger Way - NE 205th St to 25th Ave NE Access Control (Preliminary Design)**

## Scope / Narrative

Access control and pedestrian improvements along this corridor are needed to address vehicle and pedestrian collisions as identified in the City's Annual Traffic Report. Preliminary design to determine the scope of access control and intersection improvements is needed as a first step. Scoping will also identify pedestrian and bicycle safety improvement opportunities, specifically related to midblock crossings. Right-of-way may need to be acquired in order to provide U-turns at signals and/or at access points.

## Funding

UNFUNDED								
FUNDING SOURCE	2024 Estimate	2025 Estimate	2026 Estimate	2027 Estimate	2028 Estimate	2029 Estimate	2024-2029 Total	
Unknown							\$ -	
							<i>Outer Year Funding (Beyond 2029):</i>	\$350,000
							<i>Prior Cost through 2023:</i>	\$0
							<b>Total Project Cost:</b>	<b>\$350,000</b>
							<i>Unfunded Portion / Future Funding Need:</i>	\$350,000

## Project Status / Funding Outlook

This project is competitive for funding from the Citywide Safety Grant administered through WSDOT. Costs indicated on this sheet are for preliminary design/study only. Once the project scope is determined, more accurate complete project costs can be developed.

## Purpose / Goals to be Achieved

Ballinger Way has been on the City's radar for multimodal improvements for many years. Ballinger Way from 19th Ave NE to 25th Ave NE is slated separately as one of the 12 voter approved sidewalk projects.

This project helps to implement **2022-2024 City Council Goal 2:** Continue to deliver highly-valued public services through management of the City's infrastructure and stewardship of the natural environment.

## Project # and Name

### 16. 175th Street (5th Ave NE to 15th Ave NE) - Preliminary Design

## Scope / Narrative

Safety improvements along NE 175th Street between 5th Ave NE and 15th Ave NE are needed to address a high occurrence of collisions, including serious injury and fatality collisions, along this segment of roadway. A reconfiguration of the roadway from 4 lanes to 3 is a proven safety countermeasure which would reduce conflict points allowing safer turns to and from the corridor, and would improve safety for pedestrians by reducing exposure, increasing the distance between moving cars and pedestrians on the sidewalk, and improving sight lines to and from crossing pedestrians. Another alternative may be to replace the existing signal at 10th Ave NE and NE 175th Street with a roundabout, and implement some access control along the corridor, however this would be a significantly higher cost option and would not address pedestrian crossing concerns at 8th Ave NE and 12th Ave NE.

## Funding

UNFUNDED							
FUNDING SOURCE	2024 Estimate	2025 Estimate	2026 Estimate	2027 Estimate	2028 Estimate	2029 Estimate	2024-2029 Total
Unknown							\$ -
<b>TOTAL 2024-2029</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Outer Year Funding (Beyond 2029):</i>							\$750,000
<i>Prior Cost through 2023:</i>							\$0
<b>Total Project Cost:</b>							<b>\$750,000</b>
<i>Unfunded Portion / Future Funding Need:</i>							\$750,000

## Project Status / Funding Outlook

This segment of roadway is competitive for funding from the Citywide Safety Grant administered through WSDOT.

## Purpose / Goals to be Achieved

This project area has been identified in the City's recent annual Traffic Reports as a priority. A pre-design study will be necessary to identify the appropriate improvements and conduct robust community engagement efforts.

This program helps to implement **2022-2024** City Council **Goal 2**: Continue to deliver highly-valued public services through management of the City's infrastructure and stewardship of the natural environment.



## Project # and Name

### 17. N/NE 185th Street Corridor Improvements

## Scope / Narrative

The 185th Street Multimodal Corridor Strategy (MCS) is a future-focused plan that considers the needs of multiple transportation modes including motorists, pedestrians, bicyclists, and transit operators and riders. The 185th Street Corridor is anchored by the future light rail station on the east side of Interstate 5 (I-5) and composed of three roads: N/NE 185th Street, 10th Avenue NE, and NE 180th Street. For the 185th MCS, the term "185th Street Corridor" is used to succinctly describe the collection of these three streets. The 185th MCS Preferred Option identifies the multi-modal transportation facilities necessary to support projected growth in the 185th Street Station Subarea, a project delivery approach for phased implementation, and a funding strategy for improvements.

Currently, there is no designated CIP funding for improvements to the corridor. 185th Street Corridor improvements will be initially implemented through private development and followed by a series of City capital projects that will reconstruct roadway segments and intersections and fill in gaps in the ped/bike/amenity zones left behind by development.

### **The 185th Street Corridor is divided into five segments:**

**Segment A - 185th Street from Fremont Avenue N to Midvale Avenue N** (doesn't include Aurora intersection): No roadway improvements. Improvements to ped/bike/amenity zones only.

**Segment B - 185th Street from Midvale Avenue N to 5th Avenue NE (west of I-5):** four-lane section (two travel lanes and two Business Access and Transit [BAT] lanes), amenity zones, off-street bike lanes, and sidewalks.

**Segment C - 5th Avenue NE (west of I-5) to 10th Avenue NE:** Sound Transit Lynnwood Link Light Rail Project will be restriping the segment east of 2nd Ave NE to 8th Ave NE into a three-lane section with buffered bike lanes, and construct intersection improvements at 185th St/5th Ave NE (east of I-5) and 185th St/8th Ave NE in time for the Shoreline North/185th Station opening in 2024. The 185th MCS effort has assumed these improvements will remain in place in the near term. Gaps in this segment will be completed over time through the City's capital improvements and/or development frontage improvements.

**Segment D - 10th Ave NE from NE 185th Street to NE 180th Street:** Two-lane section (two travel lanes) with buffered bike lanes, on-street parking (westside only), amenity zones, sidewalks, and additional flex zone on the westside of the street.

**Segment E - NE 180th Street from 10th Avenue NE to 15th Avenue NE:** Two-lane section (two travel lanes) with enhanced bike lanes, amenity zones, and sidewalks.

### **The 185th MCS is anticipated to be implemented (designed and constructed) over the following phases:**

**Near Term (0-5 years)** - The 185th Street & Meridian Avenue intersection improvements may be an initial project considered for the CIP as it may be associated with Traffic Impact Fee funding. If this project becomes included in the CIP, an engineering design phase would be initiated but construction wouldn't occur until the Mid Term. Given funding constraints, short-term improvements could include such projects as nonmotorized elements north of the curb on the north side of the street or focused improvements at the intersection of 185th Street/Meridian Ave.

**Mid Term (5 -10 years)** - Construct 185th Street & Meridian Avenue intersection improvements. Design Segment B, C (gaps), D, & E.

**Long Term (10+ years)** - Construct Segment B, C, D, and E. Design and construction ped/bike/amenity zone gaps Segment A.

Funding							
	UNFUNDED						
FUNDING SOURCE	2024 Estimate	2025 Estimate	2026 Estimate	2027 Estimate	2028 Estimate	2029 Estimate	2024-2029 Total
185th St and Meridian Ave Intersection Improvements - 30% Design							\$ -
<b>PROJECT TOTAL 2024-2029</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
				<i>Outer Year Funding (Beyond 2029):</i>		\$80,000,000	
				<i>Prior Cost through 2023:</i>		\$0	
				<b>Total Project Cost:</b>		<b>\$80,000,000</b>	
				<i>Unfunded Portion / Future Funding Need:</i>		\$80,000,000	

### Project Status / Funding Outlook

On October 28, 2019, Council adopted the 185th MCS. Currently, there is no funding in the CIP for the implementation of the 185th MCS. With several large City projects already receiving federal funds and on a timeline for completion, initial investments on the 185th Corridor will be mostly through new development. Completing the 185th MCS was critical to develop a preferred alternative and direct development that is occurring as the result of higher-density zoning adopted near the light rail station.

The redesign of the 185th Street and Meridian Avenue intersection is identified as necessary to accommodate growth and allow the City to maintain its adopted Levels of Service and may be funded, in part, by Transportation Impact Fees. Other possible projects will be defined as funding becomes available.

Cost estimate for the 185th Street and Meridian Avenue intersection improvement is \$5.5 million. Cost estimate for the entire 185th Street Corridor improvements is approximately \$80 million. Cost estimate for 185th Street improvements (Segment A, B, & C) is approximately \$63 million. Cost estimate for 10th Avenue improvements (Segment D) is approximately \$12 million. Cost estimate for 180th Street improvements (Segment E) is approximately \$5 million.

### Purpose / Goals to be Achieved

The 185th Street Corridor project strongly supports the Transportation Element goals of multimodality, connectivity, and climate resiliency. The City has already invested money in and conducted a study of this corridor which will serve a new light rail station. Multimodal improvements embody the TE's project criteria to a high degree.

This project helps to support **2022-2024 City Council Goal 2:** Continue to deliver highly-valued public services through management of the City's infrastructure and stewardship of the natural environment, and **Goal 3:** Continue preparation for regional mass transit in Shoreline.

**Project # and Name**  
**18. 15th Avenue NE (NE 175th Street to NE 205th Street)**

**Scope / Narrative**

This project would construct sidewalks and accessible bus stops on the west side of the road from NE 180th St to NE 205th St. There are significant topographic challenges related to constructing a sidewalk on the west side of this arterial. A corridor study will be performed to identify a preferred transportation solution for this roadway segment. Alternatives to accommodate bicycles will be analyzed, including rechannelization of the roadway from four lanes to three. The cross-section of the road from NE 175th St to NE 180th St would be reduced from four lanes to three and bicycle lanes would be installed. Right-of-way may need to be purchased to complete this project. This project is currently unfunded and a specific year for funding is not known.

**Funding**

UNFUNDED							
FUNDING SOURCE	2024 Estimate	2025 Estimate	2026 Estimate	2027 Estimate	2028 Estimate	2029 Estimate	2024-2029 Total
Unknown							\$ -
						<i>Outer Year Funding (Beyond 2029):</i>	\$6,200,000
						<i>Prior Cost through 2023:</i>	\$0
						<b>Total Project Cost:</b>	<b>\$6,200,000</b>
						<i>Unfunded Portion / Future Funding Need:</i>	\$6,200,000

**Project Status / Funding Outlook**

No funding has been identified for this project. Initial step would be a pre-design study to identify the appropriate improvements for the roadway and develop more refined cost estimates, surveyed basemaps, and 10% plans (pre-design study costs are estimated at about \$700,000). More accurate Design, ROW and construction costs and a timeline for completion will be included in future TIP updates.

**Purpose / Goals to be Achieved**

Multimodal improvements along this part of 15th Avenue NE would address many safety and connectivity issues.

This project helps to implement **2022-2024 City Council Goal 2:** Continue to deliver highly-valued public services through management of the City’s infrastructure and stewardship of the natural environment.

## Project # and Name

### 19. 3rd Ave NE Connectors

## Scope / Narrative

The area north of the Shoreline South/148th Station is served by a series of dead ends abutting the freeway. With the upzone to MUR 70, there is a need to provide connectivity between the street ends. There are three potential locations for connectors that are being considered:

A) NE 149th St to NE 151st St - The concept for this segment is to create a slow-paced, curbside street/public space (where pedestrian and bicycle movements are prioritized and vehicles are invited guests) by extending 3rd Avenue NE to provide a connection between NE 149th Street and NE 151st Street. This would create a vehicular, pedestrian and bike connection to the adjacent light rail station and incorporate the eastern terminus of the proposed 148th Street Non-Motorized Bridge and north/south alignment of the Trail Along the Rail.

B) NE 151st St to NE 152nd St - There is a small segment of un-opened right-of-way that could be improved and provide a connection between the two streets.

C) 3rd Ave NE to NE 153rd St /NE 155th St - This would provide a connection between the existing dead-end street end and either NE 153rd St or NE 155th St. Either location would require property acquisition to purchase the needed right-of-way to build a new connection. At a minimum a ped/bike connection is needed between the street end and NE 155th St as an extension of the Trail Along the Rail.

All three connections would improve circulation and connectivity in the MUR 70 which will also support additional development and especially commercial/retail businesses in conjunction with residential.

## Funding

FUNDING SOURCE	UNFUNDED						2024-2029 Total
	2024 Estimate	2025 Estimate	2026 Estimate	2027 Estimate	2028 Estimate	2029 Estimate	
Possible late-comers							\$ -
<i>Outer Year Funding (Beyond 2029):</i>							\$7,500,000
<i>Prior Cost through 2023:</i>							\$20,000
<b>Total Project Cost:</b>							<b>\$7,520,000</b>
<i>Unfunded Portion / Future Funding Need:</i>							\$7,500,000

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## Project Status / Funding Outlook

An initial study of this was completed and a preliminary concept known as the 3rd Ave NE Woonerf was presented to City Council on January 8, 2018. Since that time, updating this project as the 3rd Ave NE Connectors better addresses circulation in this neighborhood.

The preliminary plan was advanced to a more detailed concept plan and estimate in 2021 for the 3rd Ave segment between NE 149th Street and NE 151st St. City staff will continue coordination with Sound Transit, utility providers, and potential developers of adjacent properties to coordinate street frontage and access improvements. No work has been performed on the other two connectors.

The 2023-2028 CIP does not include budget for design development, and timing of construction is unknown at this time; project costs are shown as a placeholder. The City will not be pursuing grant funding at this time and instead look to redevelopment to help these improvements occur. Staff will analyze latecomer fees as a possible option for all three segments.

City staff has incorporated initial street design and frontage improvements into the Engineering Development Manual's Appendix F: Street Matrix and is actively working on how the 148th Street Non-Motorized Bridge eastern terminus and the Trail Along the Rail will interface with the long-term vision for the 3rd Ave NE Connectors. City staff will continue to coordinate with Sound Transit on not precluding the future 3rd Ave NE Connectors improvements. In addition, City staff will continue to use the initial 3rd Ave NE conceptual renderings as communication tools when working with the public and potential developers.

## Purpose / Goals to be Achieved

This project would help meet the City's transportation goals and vision by supporting multimodal access in a quickly growing neighborhood near the Shoreline South/148th light rail station. The project would provide vehicular connections in 145th subarea that are currently served by dead end streets. The project would help to connect vehicles and non-motorized users to the light rail station, 148th Street Non-Motorized Bridge, Trail Along the Rail, and larger pedestrian/bicycle network.

This project helps to support **2022-2024 City Council Goal 2:** Continue to deliver highly-valued public services through management of the City's infrastructure and stewardship of the natural environment and **Goal 3:** Continue preparation for regional mass transit in Shoreline.

## Project # and Name

### 20. Eastside Off-Corridor Bike Network (Pre-Design Study)

## Scope / Narrative

Initially conceived during the 145th Street Multimodal Corridor Study, the Off-Corridor Bike Network is a collection of quieter, slower-paced streets and paths that are intended to provide bicyclists and pedestrians with alternate, parallel routes to 145th Street as well as key connections to the future Shoreline South/148th light rail station, Interurban Trail, parks, and Burke-Gilman Trail. Improvements to these streets and paths will include bicycle facilities such as pavement markings (e.g. sharrows or bike lanes), shared use paths, and signage.

Currently, the western portion of the Off-Corridor Bike Network between Interstate 5 (I-5) and the Interurban Trail is being designed as part of the 145th Street Corridor Project. Presently, the City has no funding to design or build the eastern portion of the Off-Corridor Bike Network between I-5 and the Burke-Gilman Trail. A pre-design study is needed to perform initial public outreach, establish design parameters, and estimate project costs.

## Funding

FUNDING SOURCE	UNFUNDED						2024-2029 Total
	2024 Estimate	2025 Estimate	2026 Estimate	2027 Estimate	2028 Estimate	2029 Estimate	
No identified source							\$ -
<i>Outer Year Funding (Beyond 2029):</i>							\$183,750
<i>Prior Cost through 2023:</i>							\$0
<b>Total Project Cost:</b>							<b>\$183,750</b>
<i>Unfunded Portion / Future Funding Need:</i>							\$183,750

## Project Status / Funding Outlook

Staff will look for funding in 2023-2025 to fund a pre-design study that is estimated at \$183,750. This would include consultant contract upwards of \$126,000 (these costs for a pre-design study are estimates and have been increased by 5% from the prior TIP). Although the 2024-2029 CIP does not include budget for this project, grant matching funds could be available for a pre-design study. The City will continue to seek opportunities to incrementally design and build the full vision of the Off-Corridor Bike Network.

The Eastside Off-Corridor Bike Network scored high among trail projects in the Transportation Element (TE) adopted into the City's Comprehensive Plan in November 2022. As a result of this, a portion of this project was included in the TE financially constrained project list. A high-level estimate of about \$1 million might advance construction of the section from 5th Ave NE to 15th Ave NE. The pre-design study would better determine project costs and strategies.

*Continued on next page*

## Purpose / Goals to be Achieved

This project supports the many criteria of the Transportation Element in the Comprehensive Plan including Safety, Equity, Multimodality, Connectivity, Climate Resiliency, and Community Vibrancy. This will be a significant addition toward completing the City's Bicycle Network.

This project helps to support **2022-2024 City Council Goal 2:** Continue to deliver highly-valued public services through management of the City's infrastructure and stewardship of the natural environment and **Goal 3:** Continue preparation for regional mass transit in Shoreline.

Project	2024 Estimate	2025 Estimate	2026 Estimate	2027 Estimate	2028 Estimate	2029 Estimate	2024-2029 Total	<p style="text-align: center;"><i>Due to the ongoing nature of programs, these additional columns are not filled in. Many programs rely on funding to become available in order to continue significant work efforts.</i></p>							
<b>ANNUAL PROGRAMS</b>															
1. Sidewalk Rehabilitation Program (Repair & Maintenance)	\$ 521,600	\$ 521,200	\$ 521,000	\$ 520,700	\$ 520,600	\$ 520,200	\$ 3,125,300								
2. New Sidewalk Plan (New Sidewalk Construction)	\$ 11,400,000	\$ 8,700,000	\$ 4,100,000	\$ 4,400,000	\$ 6,400,000	\$ -	\$ 35,000,000								
3. Traffic Safety Improvements	\$ 185,334	\$ 194,601	\$ 200,439	\$ 200,439	\$ 200,439	\$ 200,439	\$ 1,181,691								
4. Road Surface Maintenance Program	\$ 1,360,000	\$ 1,360,000	\$ 1,360,000	\$ 1,360,000	\$ 1,360,000	\$ 1,360,000	\$ 8,160,000								
5. Traffic Signal Rehabilitation Program	\$ 148,647	\$ 153,107	\$ 157,700	\$ 157,700	\$ 157,700	\$ 157,700	\$ 932,554								
							<b>\$ 48,399,545</b>								
<b>FUNDED PROJECTS (FULLY OR PARTIALLY)</b>								<b>Outer Year Funding (2030+)</b>	<b>Prior Costs (through 2023)</b>	<b>TOTAL PROJECT COST</b>	<b>UNFUNDED</b>				
6. 145th Street (SR 523) Corridor Improvements, Aurora Ave N to I-5	\$ 10,453,400	\$ 3,400,200	\$ 8,574,200	\$ 10,766,600	\$ 3,413,200	\$ 7,998,800	\$ 44,606,400	\$0	\$25,747,200	\$70,353,600	\$23,892,200				
7. SR 523 (N/NE 145th Street) & I-5 Interchange Improvements	\$ 15,165,200	\$ 3,094,000	\$ -	\$ -	\$ -	\$ -	\$ 18,259,200	\$0	\$15,729,775	\$33,988,975	\$0				
8. 148th Street Non-Motorized Bridge	\$ 12,405,012	\$ 17,261,825	\$ -	\$ -	\$ -	\$ -	\$ 29,666,837	\$0	\$10,933,163	\$40,600,000	\$0				
9. Trail Along the Rail	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$9,030,000	\$840,000	\$9,870,000	\$9,030,000				
10. Greenwood Ave N /Innis Arden/ N 160th St Intersection Improvements	\$ 1,884,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,884,000	\$0	\$200,000	\$2,084,000	\$0				
11. N/NE 175th Street Corridor Improvements (Stone Ave to I-5)	\$ 1,150,000	\$ 8,421,481	\$ 8,421,481	\$ 490,000	\$ 340,000	\$ 2,282,844	\$ 21,105,806	\$65,000,000	\$8,528,078	\$94,633,884	\$76,294,000				
12. Light Rail Access Improvements: 1st Ave NE (145th to 155th)	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000	\$0	\$1,900,000	\$2,000,000	\$0				
13. Meridian Avenue N (N 175th Street to N 200th Street)	\$ 110,000	\$ 515,000	\$ -	\$ -	\$ -	\$ -	\$ 625,000	\$0	\$0	\$625,000	\$625,000				
14. NE 200th St (25th Ave NE to 30th Ave NE) New Sidewalk	\$ 667,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 667,500	\$0	\$222,500	\$890,000	\$0				
							<b>\$ 116,914,743</b>			\$255,045,459	\$109,841,200				
<b>UNFUNDED PROJECTS</b>															
15. Ballinger Way - NE 205th St to 19th Ave NE Access Control (Preliminary Design)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$350,000	\$0	\$350,000	\$ 350,000				
16. 175th Street (5th Ave NE to 15th Ave NE) - Preliminary Design	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$750,000	\$0	\$750,000	\$750,000				
17. N/NE 185th Street Corridor Improvements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$80,000,000	\$0	\$80,000,000	\$80,000,000				
18. 15th Avenue NE (NE 175th Street to NE 205th Street)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$6,200,000	\$0	\$6,200,000	\$ 6,200,000				
19. 3rd Ave NE Connectors	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$7,500,000	\$20,000	\$7,520,000	\$7,500,000				
20. Eastside Off-Corridor Bike Network (Pre-Design)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$183,750	\$0	\$183,750	\$183,750				
							<b>\$ -</b>			\$95,003,750	\$94,983,750				
	<b>\$ 55,550,693</b>	<b>\$ 43,621,414</b>	<b>\$ 23,334,820</b>	<b>\$ 17,895,439</b>	<b>\$ 12,391,939</b>	<b>\$ 12,519,983</b>	<b>\$ 165,314,288</b>	\$169,013,750	\$64,120,716	<b>\$350,049,209</b>	<b>\$204,824,950</b>				



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

<b>AGENDA TITLE:</b>	Approval of Multi-Family Tax Exemption Program Contract with MCREF MFR 1 Shoreline LLC for the Modera Shoreline Located at 17802 Linden Avenue N
<b>DEPARTMENT:</b>	Recreation, Cultural and Community Services
<b>PRESENTED BY:</b>	Kerry Feeman, Housing and Human Services Coordinator
<b>ACTION:</b>	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing <input type="checkbox"/> Discussion

**PROBLEM/ISSUE STATEMENT:**

The City Manager has approved an application by MCREF MFR 1 Shoreline LLC for a Multi-Family Limited Property Tax Exemption (MFTE; also known as PTE for Property Tax Exemption) on a project known as Modera Shoreline. The applicant has agreed to a contract (Attachment A) with the City stating that the residential improvements of their projects will be exempt from property taxation for 20 years in exchange for providing affordable housing and other conditions. Shoreline Municipal Code (SMC) Section 3.27.060 specifies that City Manager approval is subject to approval by the City Council. Tonight, staff is seeking Council approval of this MFTE contract for the Modera Shoreline project located at 17802 Linden Avenue N.

**RESOURCE/FINANCIAL IMPACT:**

During the development of an MFTE project, the value of the improvements is taxable until the City certifies completion of the project and compliance with MFTE requirements. On the following January 1, the 12-year or 20-year tax exemption begins, but this does not reset tax revenues. Forgone taxes are only those levied on the difference between the value assessed during construction and full value upon completion. The balance will not be added to the assessed value until the 13<sup>th</sup> or 21<sup>st</sup> year. When the assessor last valued properties, construction had not begun so a precise estimate was not calculated.

For the purposes of this report, zero tax revenue to the City on the value of the improvements was assumed during the 12-year exemption period. However, due to the assumed increase in population, staff estimates tax revenues to the City from this project would, overall, increase despite the exemption on the improvements. Staff and consultant time is required to process applications, file annual reports to the state and King County, and to monitor compliance with affordable housing requirements. More detailed financial information about this project can be found in the Resource/Financial Impact Section later in this report.

**RECOMMENDATION**

Staff recommends that the City Council approve the MFTE contract with MCREF MFR 1 Shoreline LLC for the Modera Shoreline Project located at 17802 Linden Avenue N in a form acceptable to the City Attorney.

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

## **BACKGROUND**

The Multi-Family Tax Exemption (MFTE; also known as PTE for Property Tax Exemption) program was instituted by the state legislature to provide incentives to construct multifamily housing and later amended to help create affordable housing. According to the conclusions of the Growth Management Act and the State legislature, multi-family housing and affordable housing are needed throughout the Puget Sound metropolitan area to help mitigate negative environmental impacts of population growth in the region.

The MFTE program provides the property owner an exemption from the *ad valorem* property taxes on new or rehabilitated housing improvements (including residential parking) for the duration of the exemption period. Shoreline has offered an MFTE program in nine (9) designated Residential Targeted Areas for many years. Shoreline Municipal Code (SMC) Chapter 3.27 was most recently updated in 2021 by the adoption of Ordinance No. 944. The current Shoreline MFTE program requires that at least 20% of the project be affordable and provides a qualified project 12 or 20 years of exemption from property taxation.

The 2022 Property Tax Exemption Program Report (Attachment B) provides a listing of the projects currently enrolled in the City's MFTE program, along with those that have received a Conditional MFTE Certificate.

## **DISCUSSION**

The City Manager has approved an application by MCREF MFR 1 Shoreline LLC for the Modera Shoreline project (Attachment A). The Modera Shoreline project complies with all applicable requirements of RCW 84.14.060 and SMC 3.27.040. The next step in the MFTE process is for the City Council to approve or deny the contract that defines the terms under which the City will grant property tax exemptions, including binding the property to provide affordable housing for the period according to the RCW 84.14 and Chapter 3.27 SMC.

Project details for the Modera Shoreline project include:

Location:	17802 Linden Avenue N
Residential Targeted Area:	Aurora Corridor
Units provided:	399
Affordable units provided:	80
Duration of tax exemption:	12 years
Affordability levels:	Studio, Open 1-bedrooms, and 1-bedroom units: 70% of the King County Area Median Income (AMI) 2-bedroom units: 80% of the King County AMI
Duration of affordability:	12 years
Expected completion:	September 2025
Permit number:	MFR22-1623

### **Next Steps**

If the City Council approves the proposed contract, the City Manager will issue Conditional Certificates of Property Tax Exemption to the applicant. The applicant has three years from the date the application was approved to complete the project and then may apply to the City for a Final Certificate. The City Manager may approve (or deny) the Final Certificate application without Council action. If approved, the City will file the Final Certificate with the County Assessor and the residential improvements will be exempt beginning the following January 1<sup>st</sup>.

### **RESOURCE/FINANCIAL IMPACT**

During the development of an MFTE project, the value of the residential improvements is taxable until the City certifies completion of the project and compliance with MFTE requirements. On the following January 1<sup>st</sup>, the 12 or 20-year tax exemption on residential improvements begins, but this does not reset tax revenues for the City or other districts. That taxation—typically less than 100% of the ultimate, finished-project value—is effectively shifted to other taxpayers. If, in the event an assessment of the property is filed at 100% completion, but before issuance of a final certificate of tax exemption, the total value of the project could be added to the City's total assessed value. As an MFTE project, the exempted taxes on the improvements would, in that case be collected from taxpayers across the City. This shift to the City's approximately 22,000 households would amount to approximately \$221,800 in City share of property taxes, or \$10.08 per household per year.

The tax foregone is only that amount levied on the difference between the assessed value when evaluated during construction and upon completion. The balance will not be added to the assessed value until the 13<sup>th</sup> year. When the assessor last valued properties, construction had not begun so a precise estimate was not calculated. For the purposes of this report, zero tax revenue to the City on the value of the improvements was assumed during the 12-year exemption period. However, due to the assumed increase in population, staff estimates tax revenues to the City overall would increase despite the exemption on the improvements.

Staff and consultant time is required to process applications, file annual reports to the state and King County, and to monitor compliance with affordable housing requirements.

### **Tax Exemption Savings**

While assessor's data won't be available until the project is constructed, rough estimates based on other Shoreline MFTE projects suggest that over the 12 years of exemption, the owner will save somewhere between \$2,000,000 and \$2,100,000 in city taxes and \$15,300,000 to \$16,200,000 from all taxing districts (about \$197,000 per affordable unit).

### **Public Benefit Calculation**

Attachment C to this staff report provides the current income and rent limits for Shoreline. Using the applicant reported market rents, the City estimates the 12-year value of the affordable housing (the public benefit) to be approximately \$6,500,000 or

\$82,000 per affordable unit. (This “rent gap” could turn out to be higher or lower, depending on relative changes between market and affordable rents over time.)

### **Limited Fiscal Analysis**

Although the valuation of the project may not be fully on the City’s tax rolls for 12 years, therefore lowering the amount of new property tax collected, there are other revenue streams that will be generated by the project and the occupants of the units to off-set the costs of providing services to the new residents. These include one-time revenues and on-going revenues, which are highlighted below.

### **Estimated One-time City Revenues**

One-time revenues for this project include the following:

- **Real Estate Excise Tax (REET):** REET is collected when a property is sold. The REET collected by the City on the developer’s purchase of this property is estimated at approximately \$69,000.
- **Sales and Use Tax:** Sales and use tax is collected by the City on construction when a project is developed in Shoreline. The City’s share of sales taxes, which are collected on the total of a project’s hard and soft costs, are estimated at \$978,247 for this project.
- **Impact Fees:** The City currently collects park and transportation impact fees for all new residential units (single-family and multi-family). In total, \$2,182,403 in impact fees were collected for the 399 units of this Project. While impact fees are designed to ensure concurrency with a level of service as a result of the growth in population, they also contribute to prioritized projects of benefit to the whole community.

In total, it is anticipated that this project will pay the City an estimated \$3,229,650 in one-time taxes and fees, not including permit fees. This is outlined in Table 1 below:

**Table 1: Estimated One-time City Revenues (17802 Linden Ave N)**

REET on Land Sale	\$69,000
Sales Tax of 1.05% (Construction)	\$978,247
Impact Fees	\$2,182,403
<b>Total</b>	<b>\$3,229,650</b>

### **On-Going Revenues**

On-going revenues for the project include the following:

- **Sales and Use Tax:** As new residents occupy the multi-family units, they buy goods in Shoreline that generate sales tax. On average, staff estimates that each resident of a multi-family unit generates approximately \$143.57 per year of sales taxes in Shoreline.
- **Utility Taxes:** All residents of multi-family housing use a variety of utilities which are subject to utility taxes and franchise fees. This includes water, wastewater, solid waste, electricity, natural gas, cable, telecommunications, and surface water. On average, staff estimates that each resident of a multi-family unit generates approximately \$102.51 per year of utility taxes.

- **State Shared Revenues:** Many of the state shared revenues distributed to the City are based on a per capita basis. Assuming that the average multi-family unit occupancy is two people per unit, each resident of a unit generates approximately \$75.46 per year of state shared revenues.

Table 2 below provides a comparison of estimated on-going annual city revenues from the property prior to the development, the annual revenues during the 12-year property tax exemption period, and the annual revenues following the expiration of the 12-year tax exemption period. This project is under construction on a former 50-unit apartment building. Due to confidentiality laws, tax data pertaining to an individual taxpayer was not available for staff's analysis of the preexisting use. For a rough estimate, staff determined an equivalent of 100 taxpayers residing on the property could be substituted. As such, the pre-redevelopment City revenues from the property are estimated to have been approximately \$51,300 per year. Despite the tax exemption on the improvements, this total would increase during the 12-year tax exemption period to approximately \$275,800 per year. By staff's analysis, 93% of those ongoing annual revenues could be attributed to the new residents, not the building developer or owner. Following the expiration of the tax exemption, the addition of the higher assessed value of the new improvements could bring this total to approximately \$497,600 in revenues to the City, 51% of which could be attributed to the new residents.

**Table 2: Estimated Annual Revenue – Modera Shoreline**

	<b>Pre-Development</b>	<b>Development and MFTE Program Duration</b>	<b>Post MFTE Program</b>
<b>Assumptions</b>		(Years 1-12)	(Years 12+)
<b>Total Units</b>	50	399	399
<b>MFTE Program-Enrolled Affordable Units</b>	0	80	0
<b>Population</b>	100	798	798
<b>Property Tax (Land)</b>	\$19,200	\$19,200	\$19,200
<b>Property Tax (Improvements)</b>	0	0	\$221,800
<b>Sales Tax</b>	\$14,400	\$114,600	\$114,600
<b>Utility Tax</b>	\$10,300	\$81,800	\$81,800
<b>State-Shared Revenue (restricted)</b>	\$7,500	\$60,200	\$60,200
<b>Total (Annual)</b>	\$51,300	\$275,800	\$497,600

**RECOMMENDATION**

Staff recommends that the City Council approve the MFTE contract with MCREF MFR 1 Shoreline LLC for the Modera Shoreline Project located at 17802 Linden Ave N in a form acceptable to the City Attorney.

## **ATTACHMENTS**

- Attachment A: Proposed Modera Shoreline MFTE Contract
- Attachment B: 2023 Multifamily Tax Exemption Program Report
- Attachment C: 2022 Income and Rent Limits

WHEN RECORDED, MAIL TO:

City of Shoreline  
ATTN: City Clerk  
17500 Midvale Ave N  
Shoreline, WA 98133

**WASHINGTON STATE COUNTY AUDITOR/RECORDER/S INDEXING FORM**

<b>Document Title(s)</b> <i>(or transactions contained therein)</i> : <b>MULTI-FAMILY HOUSING LIMITED PROPERTY TAX EXEMPTION CONTRACT</b>
<b>Reference Number(s) of Documents assigned or released:</b>  <input type="checkbox"/> Additional reference numbers on page _____ of document.
<b>Grantor(s)</b> <i>(Last name first, then first name and initials)</i> : 1. <u>MCREF MFR 1 Shoreline LLC</u> <input type="checkbox"/> Additional names on page _____ of document.
<b>Grantee(s)</b> <i>(Last name first, then first name and initials)</i> : 1. <u>CITY OF SHORELINE, WASHINGTON</u> <input type="checkbox"/> Additional names on page _____ of document.
<input type="checkbox"/> <b>Legal Description</b> <i>(abbreviated form; i.e., lot, block, plat name, section-township-range)</i> : Ptn Sec 7 Twp 26N Rge 4E, SE Qtr NW Qtr  <input checked="" type="checkbox"/> Additional legal on Exhibit "A" of document.
<b>Assessor's Property Tax Parcel Account Number(s)</b> : <b>072604-9051</b>

***The Auditor/Recorder will rely on the information provided on the form.  
The Recorder's Office staff will not read the document.***





**MULTI-FAMILY HOUSING LIMITED PROPERTY TAX EXEMPTION CONTRACT**  
**PROJECT NAME: Modera**

This MULTI-FAMILY HOUSING LIMITED PROPERTY TAX EXEMPTION CONTRACT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, between the City of Shoreline (“City”), a Washington municipal corporation, and MCREF MFR Shoreline 1 LLC, a state of Washington limited liability company (“Owner”).

WHEREAS, the City has an interest in stimulating new construction or rehabilitation of multi-family housing in Residential Targeted Areas in order to reduce development pressure on single-family residential neighborhoods, increase and improve housing opportunities, provide affordable housing opportunities, and encourage development densities supportive of transit use; and

WHEREAS, the City has, pursuant to the authority granted to it by Revised Codes of Washington (RCW) Chapter 84.14, designated various areas of the City as Residential Targeted Areas for the provision of a limited property tax exemption for new or rehabilitation multi-family housing; and

WHEREAS, the City has, as set forth in Chapter 3.27 SMC, enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption which certifies to the King County Assessor that the owner is eligible to receive a limited property tax exemption; and

WHEREAS, the Owner is interested in receiving a limited property tax exemption for constructing three hundred and ninety-nine (399) units of NEW multifamily housing (“Project”) within the Aurora Corridor Residential Targeted Area pursuant to SMC 3.27.030; and

WHEREAS, the Owner submitted to the City a complete application for Property Tax Exemption outlining the proposed Project to be constructed on property located at 17802 Linden Ave N in Shoreline, Washington (“Property”) and legally described in **Exhibit A** of this Contract; and

WHEREAS, in consideration of the City’s approval of MFTE Application No. PLN22-0120, the Owner accepts certain conditions affecting the use of the Property and the improvements authorized by Building Permit No. MFR22-1623. It is the purpose of this Contract to set forth those conditions and to impose enforceable restrictions on the use and occupancy of the residential portion of the Property; and

WHEREAS, on July 20, 2022, the City Manager for the City of Shoreline determined that the application met all the eligibility and procedural requirements to qualify for a Conditional Certificate of Acceptance of Property Tax Exemption as provided in Chapter 3.27 SMC, except for entering in to and recording this Contract; and

WHEREAS, on \_\_\_\_\_, the Shoreline City Council authorized the city manager to execute this contract; and

WHEREAS, the City has determined that the improvements will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption;

NOW, THEREFORE, for and in consideration of the mutual promises aforesaid and made and relied upon by the parties hereto, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner and the City mutually agree as follows:

**SECTION 1 — DEFINITIONS**

Unless otherwise expressly provided herein, the following terms shall have the respective meanings set forth below. If a term is not defined herein, then it shall be defined as provided in Chapter 20.20 SMC or given its usual and customary meaning.

“Affordable Units” means the eighty (80) units in the Project designated by the Owner and approved by the City, as set forth in **Exhibit B**, and reserved for occupancy by Eligible Households with maximum rents pursuant to Section 3.

“City’s Designee” mean that individual(s) authorized by the City to administer this Contract.

“Completion Date” means the date of the first certificate of occupancy, temporary or final, issued by the City for the Project.

“Compliance Period” means twelve (12) years from the date of initial occupancy of the Affordable Units.

“Dwelling Unit” means a residential living facility, used, intended, or designed to provide physically segregated complete independent living facilities for one or more persons, including living, sleeping, cooking and sanitation facilities.

“Eligible Household” means one or more adults and their dependents who meet the qualifications for eligibility set forth in Section 3.F. or Section 3.I.

“Household Income” means gross annual income from all household members over the age of 18 residing in the household. Gross annual income consists of all wages, benefits (e.g., military, unemployment, welfare), interest, and other such income. Income of dependents over the age of 18 who reside within a household for less than three (3) months of the year will not be counted toward Household Income.

“Household Size” means all of the persons, related or unrelated, occupying an Affordable Unit. For the purpose of calculating maximum Housing Expenses, the following assumptions apply:

<b>Unit Type</b>	<b>Assumed Household Size</b>
Studio	1 Person
Open 1-Bedroom	1.5 Persons
1 Bedroom	1.5 Persons
2 Bedroom	3 Persons
3 Bedroom	4.5 Persons

“Housing Expense” means a tenant’s costs for rent and Utilities or an equivalent Utility Allowance. Expenses that the Owner makes optional, such as pet rent, extra storage space, or parking, are not considered Housing Expenses for the purpose of this Contract.

“Median Income” means the median family income for the *Seattle-Bellevue, WA HUD Metro FMR Area* as most recently published by the Secretary of Housing and Urban Development (HUD), as amended. In the event that HUD no longer publishes median family income figures, the City may estimate the Median Income applicable to the City in such manner as the City shall determine in its sole discretion.

“Property” means the real property, together with improvements, legally described in **Exhibit A**.

“Project” means the Owner’s multi-family residential building containing eighty (80) Dwelling Units.

“SMC” means the Shoreline Municipal Code, as it now exists or hereinafter amended.

“Utility” or “Utilities” means water, electricity, natural gas, sewer, and garbage collection but not including phone, internet service, or cable or satellite television.

“Utility Allowance” means that portion of Housing Expenses that the City determines, from time to time, is adequate for the reasonable Utility costs of Affordable Units in the event the Owner makes tenants responsible for payment for their own Utilities.

## SECTION 2 — THE PROJECT

A. General Description. The Owner will construct the Project for purposes of providing multi-family rental housing, and the Owner shall own, manage, and operate (or cause the management and operation of) the Project. The Owner agrees to construct the Project in compliance with all applicable land use regulations and as approved and permitted by the City. In no event shall such construction provide less than fifty percent (50%) of the space for permanent residential occupancy as required by SMC 3.27.040(A)(2).

B. Completion within 3 years. The Owner agrees to complete construction of the agreed upon improvements within three (3) years from the date the City issues the Conditional Certificate of Acceptance of Tax Exemption, or within any extension thereof granted by the City.

C. Conversion from Renter-Occupied to Owner-Occupied. In the event the Property is proposed for conversion to a condominium, owner-occupied, or non-rental residential use during the Compliance Period, the Owner must submit to the City for its review a plan for preserving the Affordable Units. The City may consider options which would convert the Affordable Units to owner-occupancy by Eligible Households and are consistent with the provisions of Chapter 3.27 SMC and SMC 20.40.235. The Owner must receive authorization from the City prior to conversion to condominium, owner-occupied, or non-rental residential use. This section does not waive the Owner’s obligations to comply with any other law or regulations pertaining to conversion to ownership use.

**SECTION 3 — AFFORDABLE UNITS FOR ELIGIBLE HOUSEHOLDS**

A. Number of Affordable Units. The Project shall include the number and types of Affordable Units as set forth in the table below.

**Dwelling Units in the Project**

Unit Type (Bedrooms)	Affordable Units	Total Units
Studio	12	59
Open 1-bedroom	21	104
1-bedroom	32	163
2-bedroom	15	73
3-bedroom	0	0
Total	80	399

B. Location. The location of the affordable housing units shall be approved by the City, with the intent that the units are generally mixed with all other market rate housing in the development. Unless otherwise approved by the City, Affordable Units shall not exceed 40% of the dwelling units on any floor of a single building of the Project.

C. Similar Quality Construction. All of the Dwelling Units in the Project shall be constructed of similar quality. The Affordable Unit(s) shall have substantially the same net square footage, equipment, and amenities as other Dwelling Units in the Project with a comparable number of rooms.

D. Designation of Affordable Units. The Owner agrees to designate the Dwelling Units identified in **Exhibit B** as Affordable Units. The Owner, from time to time, may propose to change the specific Dwelling Units designated as Affordable Units herein, in which case the Owner shall notify the City of the proposed change in writing for the City’s approval. The City will review the proposed changes and shall approve or deny the proposed changes based upon the criteria that at all times at least twenty percent (20%) of all of the Dwelling Units in the Project are designated as Affordable Units, and provided that at all times the same unit mix and affordability mix is retained.

E. Maximum Rents for Affordable Units.

1. The Housing Expense of an Affordable Unit shall not exceed thirty percent (30%) of the Income Level relevant for the Unit Type shown in the following table, with adjustments for assumed Household Size.

**Maximum Affordable Rents**

Unit Type	Income Level - (Percent of Median Income)
Studio or 1 bedroom	70%
2 or more bedrooms	80%

2. An Affordable Unit's contract rent shall not exceed the unit's maximum Housing Expense less a Utility Allowance, if applicable, and any other recurring expenses required by the Owner as a condition of rental.

3. No Affordable Unit's tenant shall have more than one rent increase for the same Unit in any twelve (12)-month period; provided, however, that in the event an Affordable Unit's lease expires and said tenant elects to continue leasing the Affordable Unit on a month-to-month tenancy, and the tenant remains an Eligible Household, the Owner may increase the rent for that Affordable Unit up to once every thirty (30) days but no higher than the maximum contract rent as set forth in this section.

F. Renting Affordable Units to Eligible Households. During the Compliance Period, the Owner shall lease or rent, or make available for lease or rental, to Eligible Households all of the Affordable Units in the Project. If at any time the Owner is unable to rent or lease an Affordable Unit, then the Affordable Unit shall remain vacant pending rental or lease to Eligible Households.

G. Income Qualifications for Eligible Households.

1. To qualify as an Eligible Household for initial occupancy of an Affordable Unit, a household's Household Income may not exceed the applicable Percent of Median Income set forth in the table below, adjusted for the household's Household Size.

**Maximum Income at Initial Occupancy Maximum**

<b>Bedrooms</b>	<b>Percent of Median Income</b>
Studio or 1 bedroom	70%
2 or more bedrooms	80%

2. At time of recertification, as provided in Section I below, a tenant will remain an Eligible Household as long as said tenant's Household Income does not exceed the Maximum Income for Recertification.

H. Occupancy Limits for Affordable Units. The Owner shall utilize the following occupancy standards for Affordable Units:

<b>Unit Type</b>	<b>Minimum Occupants</b>
Studio or 1 bedroom	1 person
2-bedroom	2 persons
3-bedroom	3 persons
4-bedroom	4 persons

I. Completion of Certificate of Household Eligibility. Prior to allowing any household to occupy any Affordable Unit, the Owner shall require the prospective tenant to complete a Certification of Household Eligibility ("COHE") that shall be substantially in the form set forth in **Exhibit C**. The

Owner shall also undertake a good faith effort to verify the prospective tenant’s Household Income, as reported on the completed COHE. The Owner’s obligation to verify the reported Household Income shall be limited to requesting copies of and reviewing the prospective tenant’s federal income tax returns, unless the Owner has actual knowledge, or reason to believe, that the information provided by the prospective tenant is materially inaccurate. In the event federal income tax returns are not available, the Owner shall verify Household Income using wage or salary statements, or other income records that the City may consider appropriate.

J. Household Eligibility Recertification. At each renewal of a lease for an Affordable Unit, the Owner shall require all tenants occupying Affordable Units to complete and return to the Owner an updated COHE. The Owner shall undertake a good faith effort to verify the reported Household Income as set forth in Section 3(H). If a tenant’s Household Income exceeds the Maximum Income for Recertification set forth below when the tenant’s lease expires, then within ninety (90) calendar days either (a) the Owner may charge said tenant the current, applicable market rent for the Dwelling Unit and the Owner must designate and rent the next available comparable market rate Dwelling Unit as an Affordable Unit, or (b) the tenant must vacate the Dwelling Unit, unless otherwise prohibited by law, so as to make it available for an Eligible Household.

**Maximum Household Income for Recertification**

<b>Bedrooms</b>	<b>Percent of King County Median Income</b>
Studio or 1 bedroom	90%
2 or more bedrooms	100%

K. Equal Access to Common Facilities. Tenants of the Affordable Units shall have equal access to all amenities and facilities of the Project, such as parking, fitness centers, community rooms, and swimming pools. If a fee is charged for the use of an amenity or facility, then all tenants in the Project must be charged equally for such use. If, as of the effective date of this Contract, the City prohibits a fee for certain amenities or facilities included in the Project, such as parking, the Owner shall include such amenities or facilities in the rent price of an Affordable Unit. Parking is not guaranteed for all units and will be provided on a first-come, first-served basis.

**SECTION 4 – MULTI-FAMILY LIMITED PROPERTY TAX EXEMPTION**

A. The City agrees to issue the Owner a Conditional Certificate of Acceptance of Tax Exemption (“Conditional Certificate”) once this Contract is approved by the City Council, fully executed, and recorded with the King County Recorder’s Office. The Conditional Certificate shall expire three (3) years from the date the City Manager approved the Owner’s application for tax exemption, unless extended by the City Manager as provided in SMC 3.27.060(B).

B. The Owner shall, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, file with the City Manager an application for Final Certificate of Tax Exemption (“Final Certificate”) with the information and fees required by SMC 3.27.070. Required information includes:

1. A statement of expenditures made with respect to each multi-family housing unit and the total expenditures made with respect to the entire Property;
2. A description of the completed work and a statement of qualification for the exemption;
3. A statement that the work was completed within the required three-year period or any authorized extension; and
4. A statement that the Project meets affordable housing requirements of Chapter 3.27 SMC.

C. The City agrees, conditioned on the Owner's successful completion of the improvements in accordance with the terms of this Contract and on the Owner's filing of the materials described in Section B above, to file a Final Certificate with the King County Assessor within forty (40) days of application.

D. The Owner agrees, by December 15 of the year in which the City issued a Final Certificate for the Project, to provide the City information sufficient to complete the City's report to the Washington State Department of Commerce as set forth in SMC 3.27.090(D).

E. If the Owner converts any of the new or rehabilitated multi-family housing units constructed under this Contract into another use, the Owner shall notify the King County Assessor and the City Manager within sixty (60) days of such change in use.

F. Owner agrees that the Contract is subject to the Shoreline Multi-Family Housing Tax Exemption set forth in Chapter SMC 3.27.

## **SECTION 5 — ENFORCEMENT**

A. Enforcement Provisions. The Owner shall exercise reasonable diligence to comply with the requirements of this Contract and shall correct any such noncompliance within sixty calendar days after such noncompliance is first discovered by the Owner, or would have been discovered by the exercise of reasonable diligence, or within 60 calendar days after the Owner receives notice of such noncompliance from the City, whichever is earliest; provided however, that such period for correction may be extended by the City if the Owner is exercising due diligence to correct the noncompliance. If such noncompliance remains uncured after such period, then the Owner shall be in default and the City on its own behalf may take any one or more of the following actions:

1. By any suit, action or proceeding at law or in equity, require the Owner to perform its obligations under this Contract, or enjoin any acts or things which may be unlawful or in violation of the rights of the City hereunder; it being recognized that the beneficiaries of the Owner's obligations hereunder cannot be adequately compensated by monetary damages in the event of the Owner's default;

2. Have access to, and inspect, examine and make copies of, all of the books and records of the Owner pertaining to the Project. Provided, however, the City shall not divulge such information to any third party unless required by law or unless the same is necessary to enforce the City's rights hereunder; and

3. Take such other action at law or in equity as may appear necessary or desirable to enforce the obligations, covenants, conditions and agreements of the Owner under this Contract.

## SECTION 6 – CANCELLATION OF TAX EXEMPTION

A. The City reserves the right to cancel the Final Certificate should the Owner, its successors and assigns, fail to comply with any of the terms and conditions of this Contract, Chapter 3.27 SMC, or for any reason that the Project or that portion of the Property on which the Project is constructed no longer qualifies for the tax exemption.

B. Upon determining that a tax exemption is to be canceled, the City Manager shall notify the Owner by certified mail, return receipt request. The Owner may appeal the determination in accordance with SMC 3.27.100.

C. The Owner acknowledges that, in the event the City cancels the tax exemption, state law requires that an additional real property tax is to be imposed in the amount of (1) the difference between the tax paid and the tax that would have been paid if it had included the value of the non-qualifying improvements, dated back to the date that the improvements became non-qualifying; (2) a penalty of 20% of the difference calculated under Section (1) of this Paragraph C; and (3) interest at the statutory rate on delinquent property taxes and penalties, calculated from the date the tax would have been due without penalty if the improvements had been assessed without regard to the exemptions provided by Chapter 84.14 RCW and Chapter 3.27 SMC. The Owner acknowledges that, pursuant to RCW 84.14.110, any additional tax owed, together with interest and penalty, become a lien on that portion of the Property on which the Project is constructed and attached at the time the portion of the Property is removed from multi-family use or the amenities no longer meet applicable requirements, and that the lien has priority to and must be fully paid and satisfied before a recognizance, mortgage, judgment, debt, obligation, or responsibility to or with which the Property may become charged or liable. The Owner further acknowledges that RCW 84.14.110 provides that any such lien may be foreclosed in the manner provided by law for foreclosure of liens for delinquent real property taxes.

## SECTION 7 — REPORTING REQUIREMENTS

A. Notice of Occupancy Permit. The Owner shall notify the City's Designee of receipt of the first occupancy permit for the Project within thirty (30) calendar days of the permit's issuance.

B. Initial Project Certification. After the Completion Date and until ninety percent (90%) of all rental units in the Project are occupied, the Owner shall file with the City a Project Certification report, substantially in the form of **Exhibit D**, attached with copies of the COHE required under Section 3 of this Contract.



C. Annual Project Certification. The Owner shall file with the City Manager, within thirty (30) days following the first anniversary of the City's filing of the Final Certificate and each year thereafter for the duration of the property tax exemption, a report substantially in the form of **Exhibit D**, attached with copies of the COHE and which includes information required by SMC 3.27.090, which includes:

1. A statement of occupancy and vacancy of the newly constructed or rehabilitated Project during the past twelve (12) months ending with the anniversary date;

2. A certification by the Owner that the Project has not changed use since the date the City approved the Final Certificate and that Project conforms with affordable housing requirements of Chapter 3.27 SMC; and

3. A description of any subsequent changes or improvements constructed after issuance of the Final Certificate.

D. Maintain Complete Records. The Owner shall maintain complete and accurate records pertaining to the Affordable Units and shall, during regular business hours, permit any duly authorized representative of the City, including, without limitation, the City's Designee, to inspect the books and records of the Owner pertaining to the Affordable Units, including the Initial and Annual Project Certifications, and if applicable, income documentation of households residing in Affordable Units in the Project. The Owner's failure to maintain such records or failure to allow inspection by the City or any duly authorized representative shall constitute a material default hereunder. The Owner shall retain all records pertaining to the Affordable Units for at least six (6) years.

E. Form of Certification. Notwithstanding anything in this Section to the contrary, the Owner shall submit all documentation required by this Section on the forms designated herein, which may be modified by the City from time to time. Changes to forms by the City shall not increase the Owner's obligations hereunder.

## **SECTION 8 — SUBSIDIZED TENANTS**

The Owner shall accept as tenants for Affordable Units, on the same basis as all other prospective households, households who receive state or federal rent subsidies, such as Housing Choice Vouchers under Section 8 of the United States Housing Act of 1937, or other rent subsidies. The Owner shall not apply, or permit the application of, management policies or lease provisions with respect to the Project which have the effect of precluding occupancy of any Dwelling Units by rent subsidy recipients.

## **SECTION 9 — LEASE PROVISIONS**

A. It is the Owner's responsibility to screen and select tenants for desirability and credit worthiness. Except as restricted in this Contract and under state and federal law, such selection is within the Owner's discretion. If written management policies exist, or exist in the future, with respect to the Project, the City may review such written policies and may require changes in such policies, if necessary, so that the policies comply with the requirements of this Contract.

B. All leases for Eligible Households shall contain clauses wherein each individual lessee: (1) certifies the accuracy of the statements made in the COHE, (2) agrees that the Household Income and other eligibility requirements shall be deemed substantial and material obligations of the tenancy, and (3) agrees that misrepresentation in the COHE is a material breach of the lease, entitling the Owner to immediately terminate tenant's lease for the Affordable Unit.

## **SECTION 10 — SALE OR TRANSFER OF THE PROJECT**

The Owner hereby covenants and agrees not to sell, transfer or otherwise dispose of the Project or any portion thereof without first providing a written statement executed by the purchaser that the purchaser understands the Owner's duties and obligations under this Contract and will enter into a contract with the City for the continuation of those obligations. Such notice must be received by the City at least ten (10) working days prior to the close of escrow.

## **SECTION 11 — TERM**

This Contract shall become effective upon its execution and shall continue in full force and effect throughout the Compliance Period, unless sooner modified or terminated by the City or property owner consistent with SMC 3.27.100, as adopted on the date of execution of this Contract.

## **SECTION 12 — NO DISCRIMINATION**

The Owner shall not discriminate on the basis of race, creed, religion, color, sex, sexual orientation, age, national origin, marital status, citizenship or immigration status, honorably discharged veteran or military status, or presence of any sensory, mental, or physical handicap as set forth in RCW 49.60.030, as now existing and as may be amended, in the lease, use, or occupancy of the Project or in connection with the employment or application for employment of persons for the operation and management of the Project.

## **SECTION 13 — COVENANTS RUN WITH LAND**

A. The City and Owner hereby declare their understanding and intent that the covenants, conditions and restrictions set forth herein directly benefit the land: (1) by enhancing and increasing the enjoyment and use of the Project by certain Eligible Households, and (2) by furthering the public purposes of providing housing for Eligible Households.

B. The City and the Owner hereby declare that the covenants and conditions contained herein shall bind the Owner and all subsequent owners of the Project or any interest therein, and the benefits shall inure to the City, all for the Compliance Period. Except as provided in Section 12 of this Contract, each and every contract, deed or other instrument hereafter executed conveying the Project or any portion thereof or interest therein shall contain an express provision making such conveyance subject to the covenants and conditions of this Contract, provided however, that any such contract, deed or other instrument shall conclusively be held to have been executed, delivered and accepted subject to such covenants and conditions, regardless of whether or not such covenants and conditions are set forth or incorporated by reference in such contract, deed or other instrument.

C. Hold Harmless. The Owner shall defend, indemnify, and hold the City, its officers, officials, employees, volunteers and its Designee and any other party authorized hereunder to enforce the terms of this Contract, harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or resulting from this Contract. This provision shall survive termination or expiration of this Contract.

D. No Third-Party Beneficiaries. The provisions of this Contract and of the documents to be executed and delivered in connection herewith are and will be for the benefit of the Owner and the City only and, are not for the benefit of any third party (including, without limitation, any tenants or tenant organizations), and accordingly, no third party shall have the right to enforce the provisions of this Contract or of the documents to be executed and delivered in connection herewith.

E. Binding Provisions. The provisions, covenants, and conditions contained in this Contract are binding upon the parties hereto and their legal heirs, representatives, successors, assigns, and subsidiaries and are intended to run with the land.

#### **SECTION 14 — FORECLOSURE**

In the case of any foreclosure, the immediate successor in interest in the Property pursuant to the foreclosure shall assume such interest subject to the lease(s) between the prior Owner and the tenant(s) and to this Contract for Affordable Units. This provision does not affect any state or local law that provides longer time periods or other additional protections for tenants.

#### **SECTION 15 — ESTOPPEL CERTIFICATE**

The City agrees, upon the request of the Owner or its successor in interest, to promptly execute and deliver to the Owner or its successor in interest or to any potential or actual purchaser, mortgagor, or encumbrancer of the Project, a written certificate stating, if such is true, that the City has no knowledge of any violation or default by the Owner of any of the covenants or conditions of this Contract, or if there are such violations or defaults, the nature of the same.

#### **SECTION 16 — AGREEMENT TO RECORD**

The Owner shall cause this Contract to be recorded in the real property records of King County, Washington. The Owner shall pay all fees and charges incurred in connection with such recording and shall provide the City with a copy of the recorded document.

#### **SECTION 17 — RELIANCE**

The City and the Owner hereby recognize and agree that the representations and covenants set forth herein may be relied upon by City and the Owner. In performing its duties and obligations hereunder, the City may rely upon statements and certificates of the Owner and Eligible Households, and upon audits of the books and records of the Owner pertaining to occupancy of the Project. In performing its duties hereunder, the Owner may rely on the Certificates of Household Eligibility unless the Owner has actual knowledge or reason to believe that such Certificates are

inaccurate.

#### **SECTION 18 — GOVERNING LAW**

This Contract shall be governed by the laws of the State of Washington, except to the extent such laws conflict with the laws of the United States or the regulations of federally insured depository institutions or would restrict activities otherwise permitted in relation to the operation of federally insured depository institutions. Venue for any legal actions shall be in King County Superior Court or, if pertaining to federal laws, the U.S. District Court for Western Washington.

#### **SECTION 19 — NO CONFLICT WITH OTHER DOCUMENTS**

The Owner warrants that it has not executed and will not execute, any other agreement with provisions contradictory to, or in opposition to, the provisions hereof, and that in any event the requirements of this Contract are paramount and controlling as to the rights and obligations herein set forth and supersede any other requirements in conflict herewith.

#### **SECTION 20 — AMENDMENTS**

This Contract shall be amended only by a written instrument executed by the parties hereto or their respective successors in interest, and duly recorded in the real property records of King County, Washington. Amendments to **Exhibit B** shall be considered approved in writing when the **Revised Exhibit B** is signed by the Owner and the City without the need for a further written document attaching the revised exhibit and striking prior versions of the exhibit. In the event of conflict between versions of **Exhibits B**, the version maintained by the City as the then-current version, signed by Owner and City, shall prevail.

#### **SECTION 21 — NOTICE**

A. Any notice or communication hereunder, except legal service of process, shall be in writing and may be given by registered or certified mail. The notice or communication shall be deemed to have been given and received when deposited in the United States Mail, properly addressed with postage prepaid. If given otherwise, it shall be deemed to be given when delivered to and received by the party to whom addressed. Such notices and communications shall be given to the Parties' representatives hereto at their following addresses:

If to the City:	City of Shoreline 17500 Midvale Ave N Shoreline, WA 98133 Attn: City Manager
-----------------	---

If to the Owner:	Steve Yoon, Managing Director 1417 116 <sup>th</sup> Ave Ne, Suite 208 Bellevue, WA 98004
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B. Any party may change its identified representative and address for notices upon ten (10) calendar days prior written notice to the other parties. Legal counsel for a party may deliver notices on behalf of the represented party and such notice shall be deemed delivered by such party.

**SECTION 22 — SEVERABILITY**

If any provision of this Contract shall be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

**SECTION 23 — CONSTRUCTION**

Unless the context clearly requires otherwise, words of the singular number shall be construed to include the plural number, and vice versa, when appropriate. All the terms and provisions hereof shall be construed to effectuate the purposes set forth in this Contract and to sustain the validity hereof.

**SECTION 24 — TITLES AND HEADINGS**

The titles and headings of the sections of this Contract have been inserted for convenience of reference only, are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof or be considered or given any effect in the construing this document or any provision hereof or in ascertaining intent, if any question of intent shall arise.

**SECTION 25 – COUNTERPART ORIGINALS**

This Contract may be executed in any number of counterpart originals, each of which shall be deemed to constitute an original contract, and all of which shall constitute one contract. The execution of one counterpart by a Party shall have the same force and effect as if that Party had signed all other counterparts.

**SECTION 26 – AUTHORITY TO EXECUTE**

Each person executing this Contract on behalf of a Party represents and warrants that he or she is fully authorized to execute and deliver this Contract on behalf of the Party for which he or she is signing. The Parties hereby warrant to each other that each has full power and authority to enter into this Contract and to undertake the actions contemplated herein and that this Contract is enforceable in accordance with its terms.

*SIGNATURES ON FOLLOWING PAGE*

IN WITNESS WHEREOF, the Owner and City have each executed the Multi-Family Housing Limited Property Tax Exemption Contract on the Date first above written.

**Owner:**

**City of Shoreline**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: City Manager  
Date: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Office of the City Attorney  
By:  
Title:

*NOTARIZATIONS ON FOLLOWING PAGE*

**OWNER:**

State of Washington        )  
  ) ss  
County of King            )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of \_\_\_\_\_, who executed the foregoing document on behalf of said entity, and acknowledged the said document to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he or she was authorized to execute said document.

IN WITNESS WHEREOF I have given under my hand and official seal this \_day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Washington.

Print Name \_\_\_\_\_  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

**CITY OF SHORELINE:**

State of Washington        )  
  ) ss  
County of King            )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of the CITY OF SHORELINE, who executed the foregoing document on behalf of said City, and acknowledged the said document to be the free and voluntary act and deed of said City, for the uses and purposes therein mentioned, and on oath stated that he or she was authorized to execute said document.

IN WITNESS WHEREOF I have given under my hand and official seal this \_day of, 20\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Washington.

Print Name \_\_\_\_\_  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION**

BEG 30 FT E OF SW COR OF N 1/2 OF SE 1/4 OF SE 1/4 OF NW 1/4 TH N 470 FT TH E 250 FT TH S 470 FT TH W 250 FT TO BEG



## EXHIBIT B



**DESIGNATION OF AFFORDABLE UNITS**  
**City of Shoreline Affordable Housing Program**

Unit Number	Unit Type	Unit Size (sq ft)
113	Open 1-Bed	621
205	1-Bed	740
207	Studio	483
213	Open 1-Bed	605
305	1-Bed	738
319	2-Bed	1272
321	Open 1-Bed	612
322	Open 1-Bed	614
323	Studio	471
324	1-Bed	724
335	Open 1-Bed	597
339	Open 1-Bed	592
347	1-Bed	703
349	Studio	483
351	1-Bed	738
357	Studio	470
361	1-Bed	616
369	2-Bed	1157
372	1-Bed	612
405	1-Bed	738
408	2-Bed	1010
421	Open 1-Bed	612
423	Studio	471
424	1-Bed	724
435	Open 1-Bed	597
447	1-Bed	703
448	1-Bed	721
449	Studio	483
451	1-Bed	739
459	Open 1-Bed	611
464	1-Bed	724
466	2-Bed	965
467	2-Bed	1089
469	2-Bed	1139
470	1-Bed	724
479	Open 1-Bed	687
482	1-Bed	702

## EXHIBIT B



**DESIGNATION OF AFFORDABLE UNITS**  
**City of Shoreline Affordable Housing Program**

Unit Number	Unit Type	Unit Size (sq ft)
508	2-Bed	1010
521	Open 1-Bed	612
523	Studio	471
524	1-Bed	724
535	Open 1-Bed	597
547	1-Bed	703
549	Studio	482
559	Open 1-Bed	611
564	1-Bed	724
566	2-Bed	965
567	2-Bed	1089
569	2-Bed	1139
570	1-Bed	724
572	1-Bed	612
579	Open 1-Bed	687
582	1-Bed	702
608	2-Bed	1010
621	Open 1-Bed	612
623	Studio	471
624	1-Bed	724
635	Open 1-Bed	597
647	1-Bed	703
649	Studio	482
659	Open 1-Bed	611
664	1-Bed	724
667	2-Bed	1089
669	2-Bed	1139
670	1-Bed	724
672	1-Bed	612
679	Open 1-Bed	687
682	1-Bed	702
708	2-Bed	1007
712	Studio	533
721	Open 1-Bed	611
723	Studio	471
724	1-Bed	723
735	Open 1-Bed	596
747	1-Bed	723





**EXHIBIT C**  
CERTIFICATION OF HOUSEHOLD ELIGIBILITY

City of Shoreline Affordable Housing

I, \_\_\_\_\_, and I, \_\_\_\_\_, as applicants for rental of the following Affordable Unit, do hereby represent and warrant that my/our adjusted annual income is \$ \_\_\_\_\_.

Property: \_\_\_\_\_ Property Address: \_\_\_\_\_

Unit # \_\_\_\_\_ No. of Bedrooms: \_\_\_\_\_ Household size:<sup>1</sup> \_\_\_\_\_ Disabled: Yes / No

The attached computation includes all income I/we received for the date I/we execute a rental agreement for an affordable unit, or the date on which I/we will initially occupy such unit, whichever is earlier.

This affidavit is made with the knowledge that it will be relied upon by the City to determine maximum income for eligibility. I/We warrant that all information set forth in this Certification of Household Eligibility is true, correct and complete based upon information I/We deem reliable, and that the estimate contained in the preceding paragraph is reasonable and based upon such investigation as the undersigned deemed necessary. I/we will assist the Owner in obtaining any information or documents required to verify the statements made in this Certification.

I/We acknowledge that I/we have been advised that the making of any misrepresentation or misstatement in this affidavit will constitute a material breach of my/our agreement with the Owner to lease the unit and will entitle the Owner to prevent or terminate my/our occupancy of this unit by institution of an action for eviction or other appropriate proceedings.

I/We do hereby swear under penalty of perjury that the foregoing statements are true and correct.

Signature \_\_\_\_\_  
Date \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
E-mail Address \_\_\_\_\_  
Phone \_\_\_\_\_

Signature \_\_\_\_\_  
Date \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
E-mail Address \_\_\_\_\_  
Phone \_\_\_\_\_

<sup>1</sup> The number of people who will reside with you at least four (4) months of the year.

HOUSEHOLD MEMBERS

Name	Age	Name	Age

INCOME COMPUTATION

"Household income" includes all items listed below, from all household members over the age of 18. Income of dependents over 18, who reside in the unit for less than four (4) months of the year will not be counted toward household income.

For the previous 12-month period, indicate income received from the following sources:

- a) The full amount, before any payroll deductions, of wages, salaries, overtime pay, commissions, fees, tips, bonuses and other compensation for personal services, and payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay and any earned income tax credit to the extent that it exceeds tax liability. \$ \_\_\_\_\_
  - b) Net income from operations of a business or profession or net income of any kind from real or personal property. \$ \_\_\_\_\_
  - c) Interest and dividends; \$ \_\_\_\_\_
  - d) The full amount of periodic payments received from Social Security, pensions, retirement funds, annuities, insurance policies, disability or death benefits, alimony, child support, or any similar type of periodical payments, and any regular contributions or gifts from persons not residing in the unit. \$ \_\_\_\_\_
  - e) Public assistance payments. \$ \_\_\_\_\_
  - f) Regular and special allowances and pay of a member of the Armed Forces who is a spouse or head of the family. \$ \_\_\_\_\_
- TOTAL \$ \_\_\_\_\_

(NOTE: The following are not considered income: occasional, infrequent gifts of money; one-time payments from insurance policies or an inheritance settlement; scholarships or student loans for tuition, fees or books; foster child care payments; the value of Food Stamp coupons; hazardous duty pay to a member of the Armed Forces; relocation payments; assistance received under the Low-Income Home Energy Assistance Program or any similar program).



**EXHIBIT D**

Multifamily Property Tax Exemption Program  
Annual Project Certification

Reporting Requirements

The property owner must file this Annual Report with the City of Shoreline within thirty (30) calendar days after the anniversary of the date the Final Certificate of Tax Exemption was issued- for the term of the exemption period. Failure to submit this annual declaration may result in cancellation of the tax exemption.

Property Owner’s Authorized Representative (if applicable)

Name: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

Property Owner

Name: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

Property Information

Property Address: \_\_\_\_\_  
Tax Assessor Parcel Number(s): \_\_\_\_\_  
Project Name: \_\_\_\_\_  
Date Final Certificate of Tax Exemption for this property was issued: \_\_\_\_\_

Are any units in the property offered as short-term (less than 1 month) rental units?

- Yes
- No

Has the property changed from multifamily use the previous 12 months?

- Yes
- No

If the property has changed use, describe the changes.

Have there been any improvements made to the property in the previous 12 months?

- Yes
- No

If there have been improvements to the property, describe the improvements.

Has the property been in compliance with the affordable housing requirements of the MFTE program during the previous 12 months, including the terms and conditions of the contract with the City of Shoreline?

- Yes
- No

If the property has not been in compliance, describe the reason for non-compliance.

Complete the table below to demonstrate the time the multi-family unit(s) in the Project have been occupied and/or vacant during the previous 12 months.

Unit #	Type	Number of Months Occupied	Number of Months Vacant

**Affirmation**

As the property owner of record, or authorized representative of the property owner, of the property described in this Annual Report, I declare under penalty of perjury under the laws of the State of Washington that this Annual Report, and any accompanying documents have been examined by me and that they are true, correct, and complete to the best of my knowledge.

Owner/Owner Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_



The below notary section only needs to be completed for properties that received a transportation impact fee or park impact fee exemption based on the provision of low-income housing.

STATE OF WASHINGTON )

) ss

County of King )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me personally appeared \_\_\_\_\_ to me known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

PROJECT NAME \_\_\_\_\_

REPORTING PERIOD: \_\_\_\_\_ through \_\_\_\_\_.

Contract rent included the following (please answer “yes” or “no”):

Electricity and gas? \_\_\_\_\_

Water and sewer? \_\_\_\_\_

Garbage and recycling? \_\_\_\_\_

Other expenses tenants are required to pay in addition to contract rent:

Renter’s insurance? \_\_\_\_\_

King County Sewer Capacity Charge? \_\_\_\_\_

Other (specify)? \_\_\_\_\_

Other (specify)? \_\_\_\_\_

Does your contract/covenant include parking for one motor vehicle in its definition of “Housing Expense?” \_\_\_\_\_ If YES, proceed to question A, if NO, proceed to question B.

A) Do all MFTE units include a parking spot? \_\_\_\_\_  
If no, was the parking rate deducted from the maximum allowable rent for those units without parking? \_\_\_\_\_

B) What is the monthly parking charge for each type of unit?  
Market rate? \_\_\_\_\_  
70% AMI? \_\_\_\_\_  
80% AMI? \_\_\_\_\_

Please attach a copy of the property’s standard residential lease agreement.

Please complete the Details for Income-Restricted Units and submit with this certification.

### Details for Income-Restricted Units

Project Name:

Reporting Period:

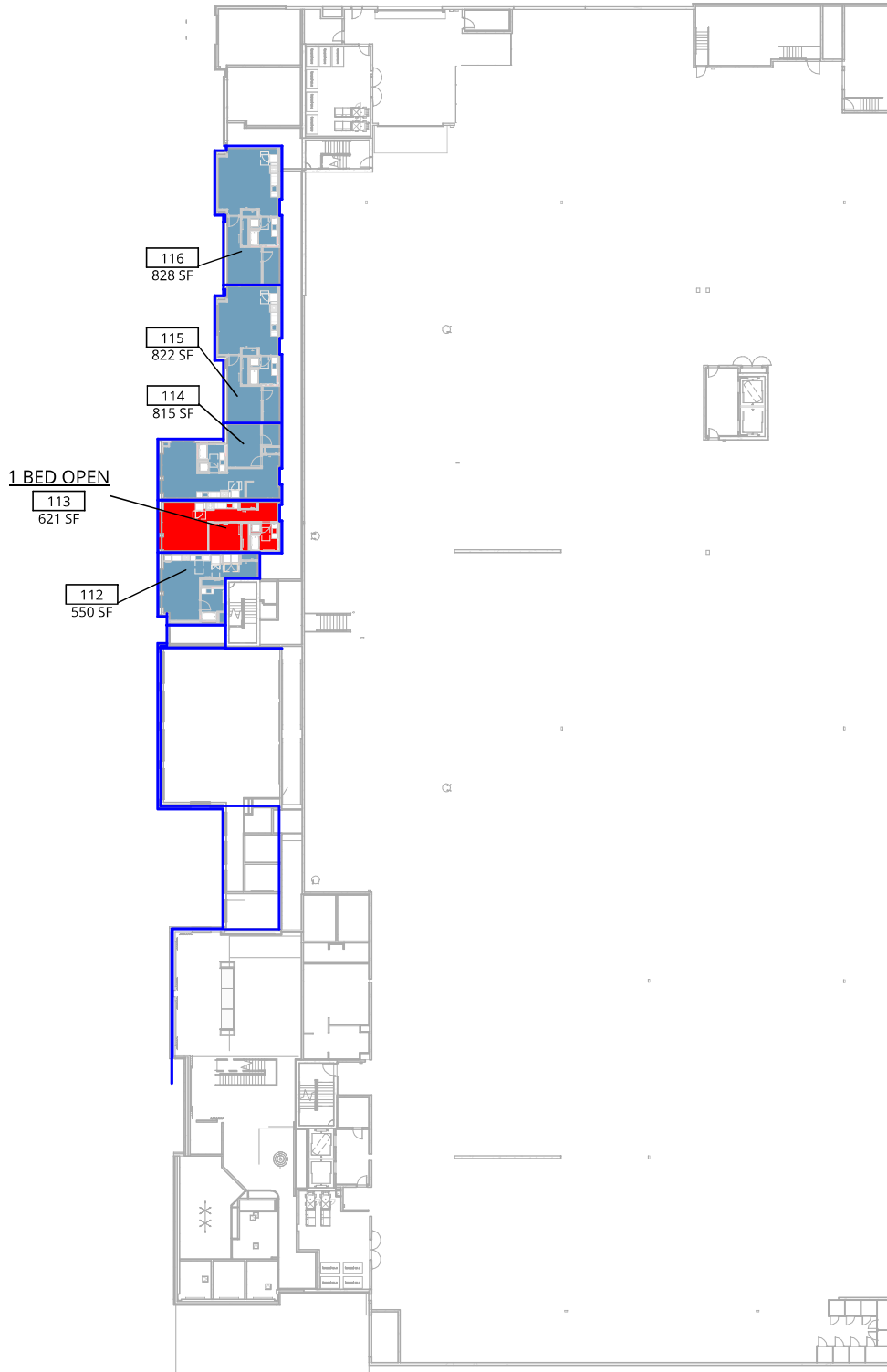
Electricity & Gas	Does Contract Rent include:		Water & Sewer	Garbage?		Renter's Insurance	One Parking Space		Insurance Allowance**	Are residents required to buy	
	Yes	No		Yes	No		Yes	No		Yes	No

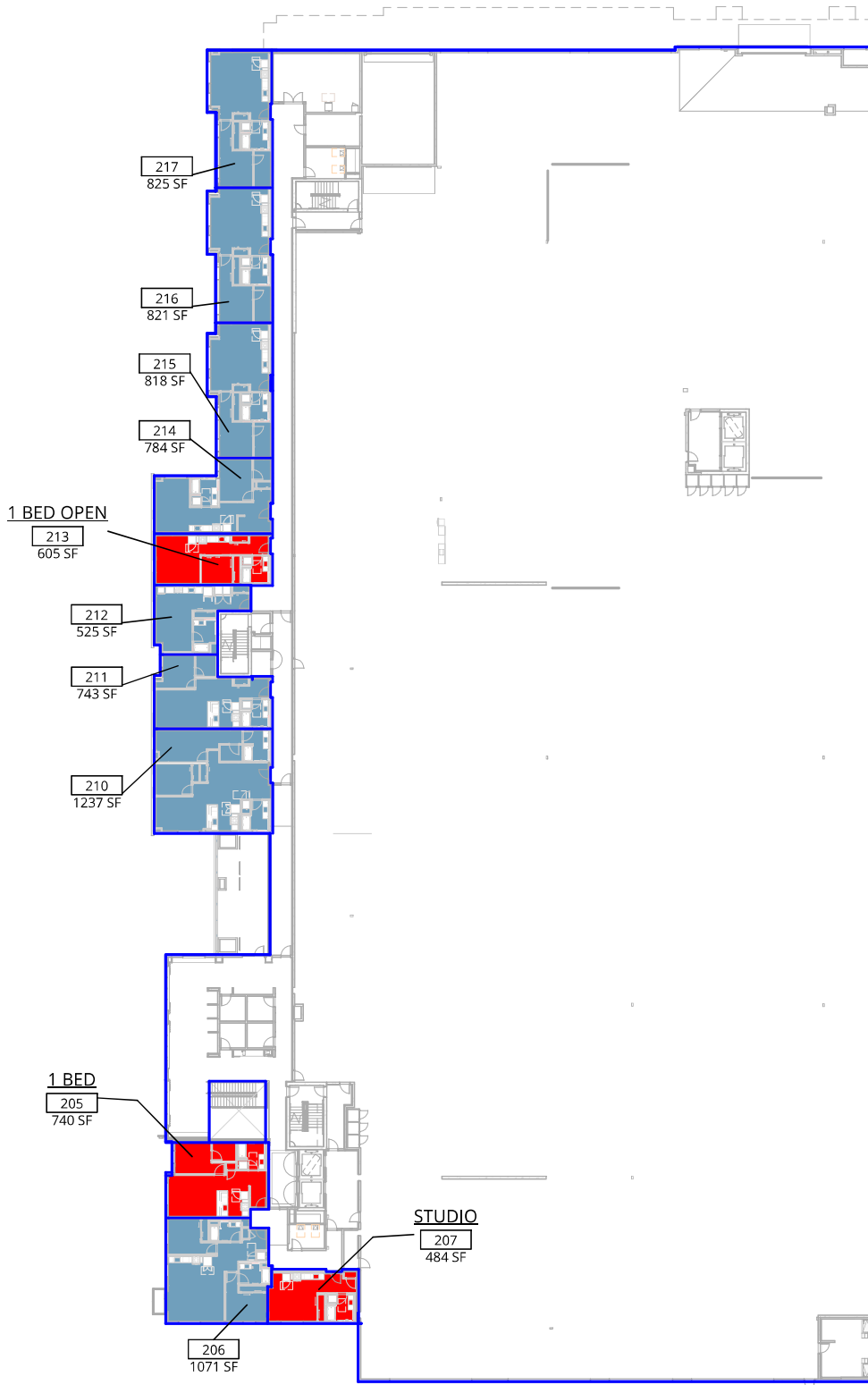
For each "No" enter the Allowance or Fee below (except Renter's Insurance, if it's not required).

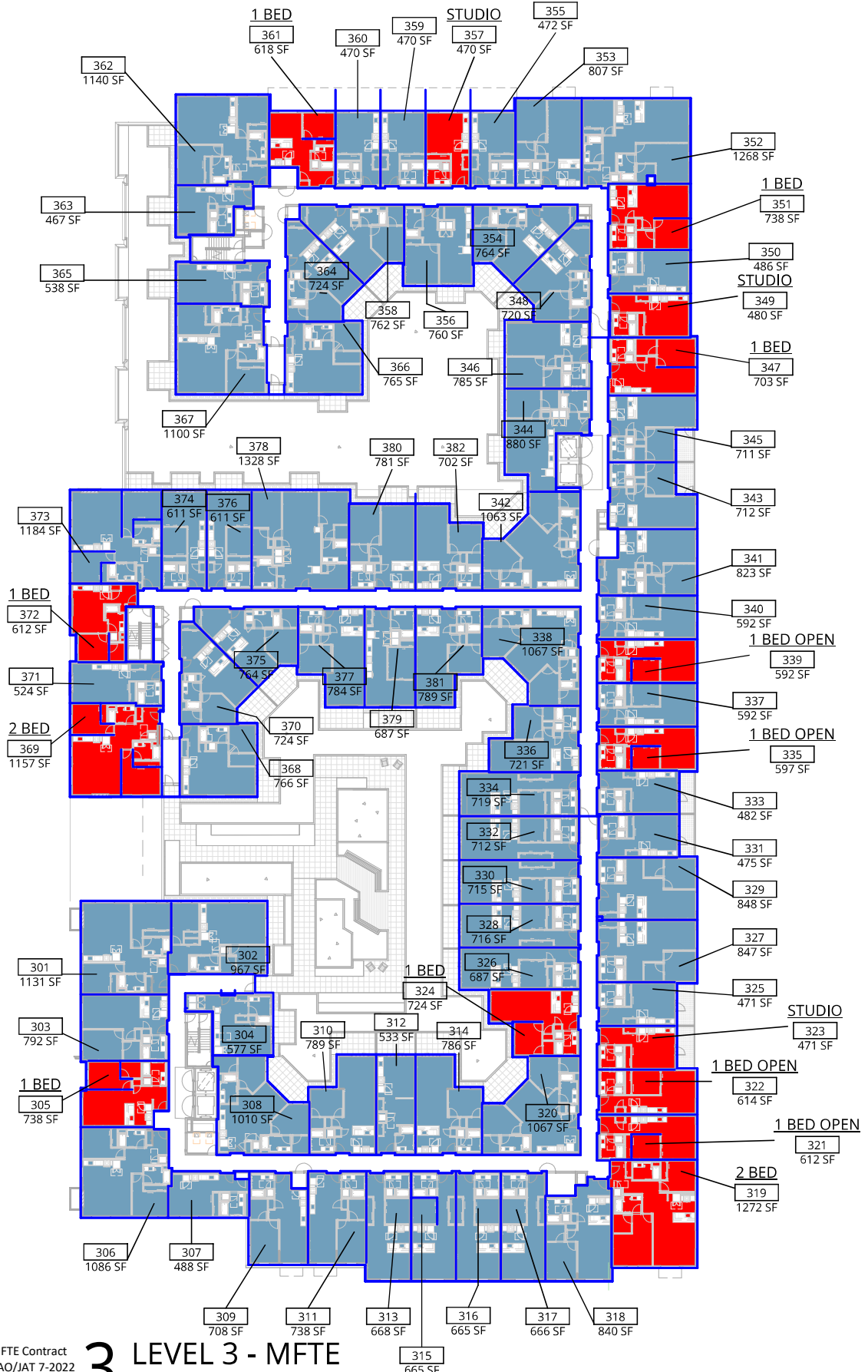
Unit #	Tenant Name	Family Size	Move-in Date	Current Lease Start Date	Current Household Income*	Unit Type (BRS)	Afrd Level	Max Household Income**	Electric & Gas Allowance**	Water & Sewer Allowance**	Garbage Allowance (or Fee)**	Insurance Allowance**	Parking fee	Max Rent**	Current Contract Rent

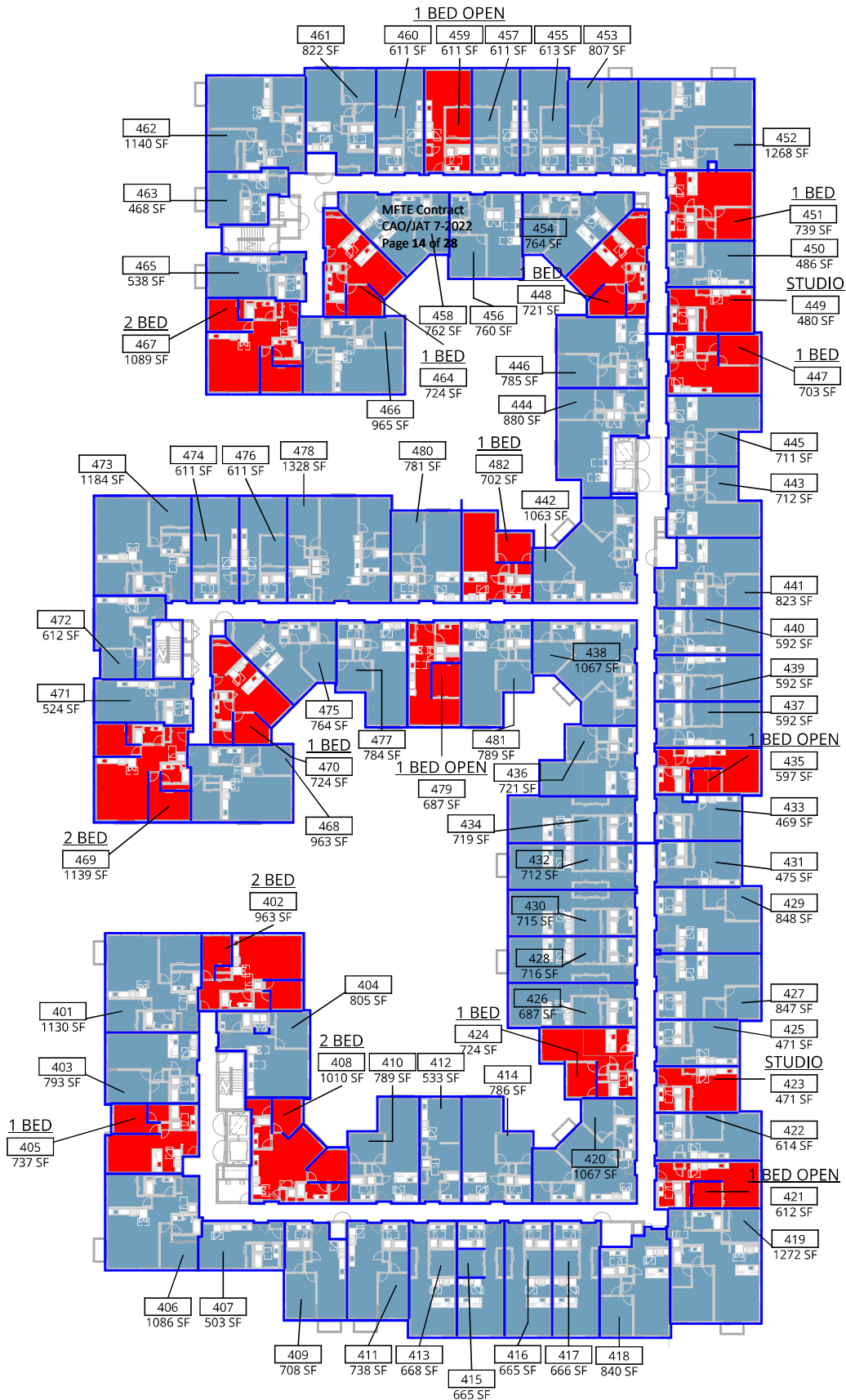
\* As of report date or when current lease was signed.  
 \*\* Find on Rent and Income limits (Also see charts below)

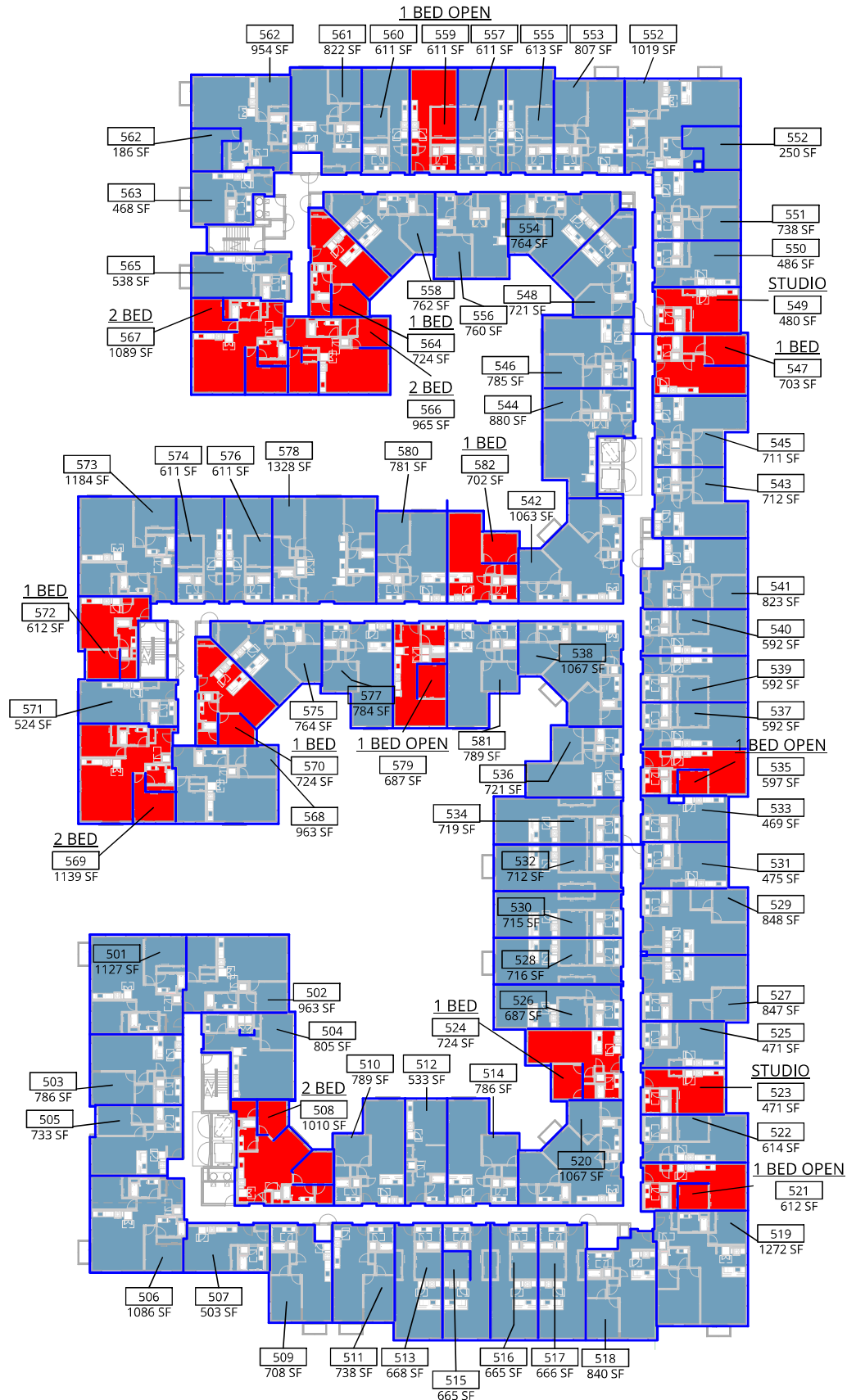
Utility Allowance	
Studio	
1-bedroom	
2-bedroom	



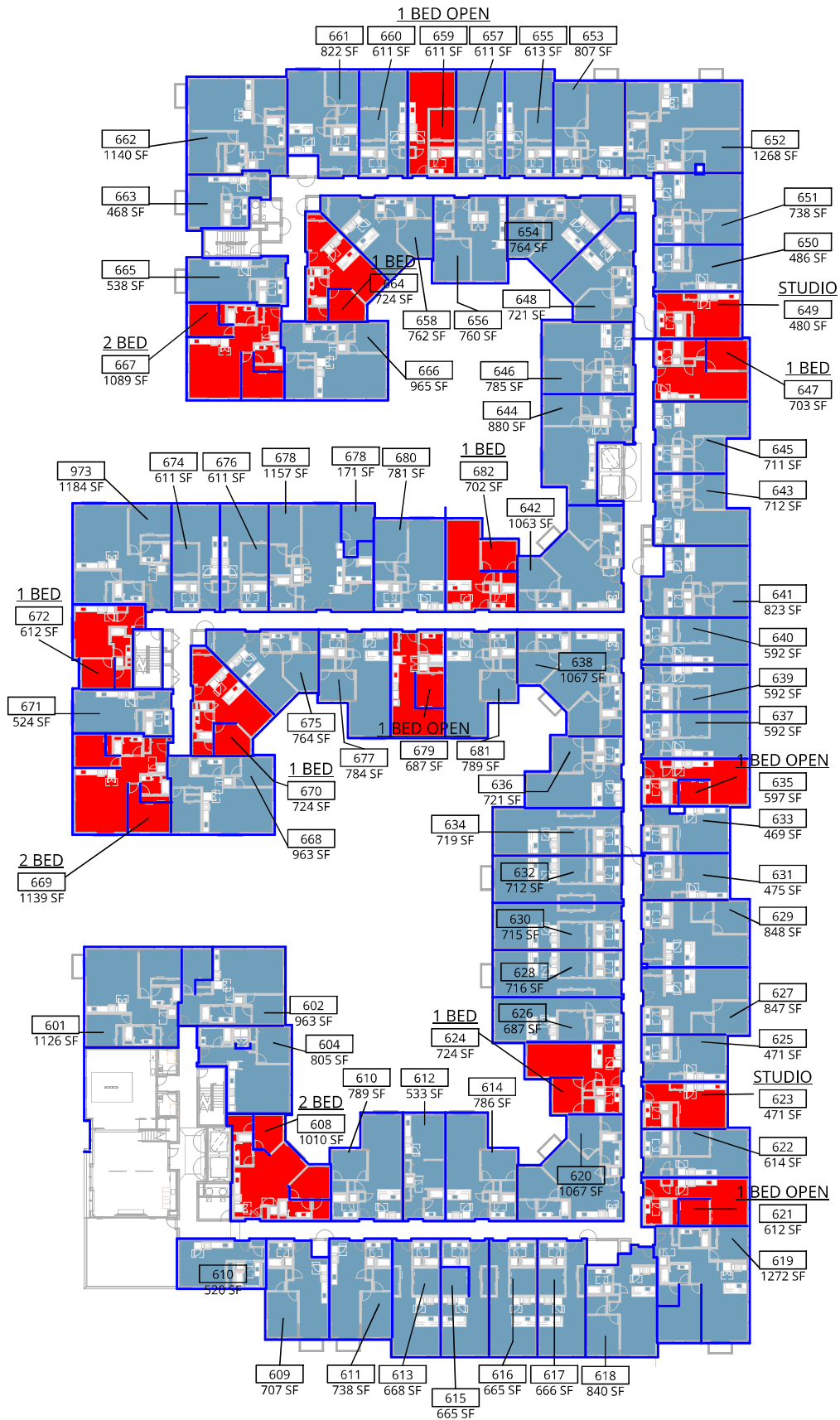


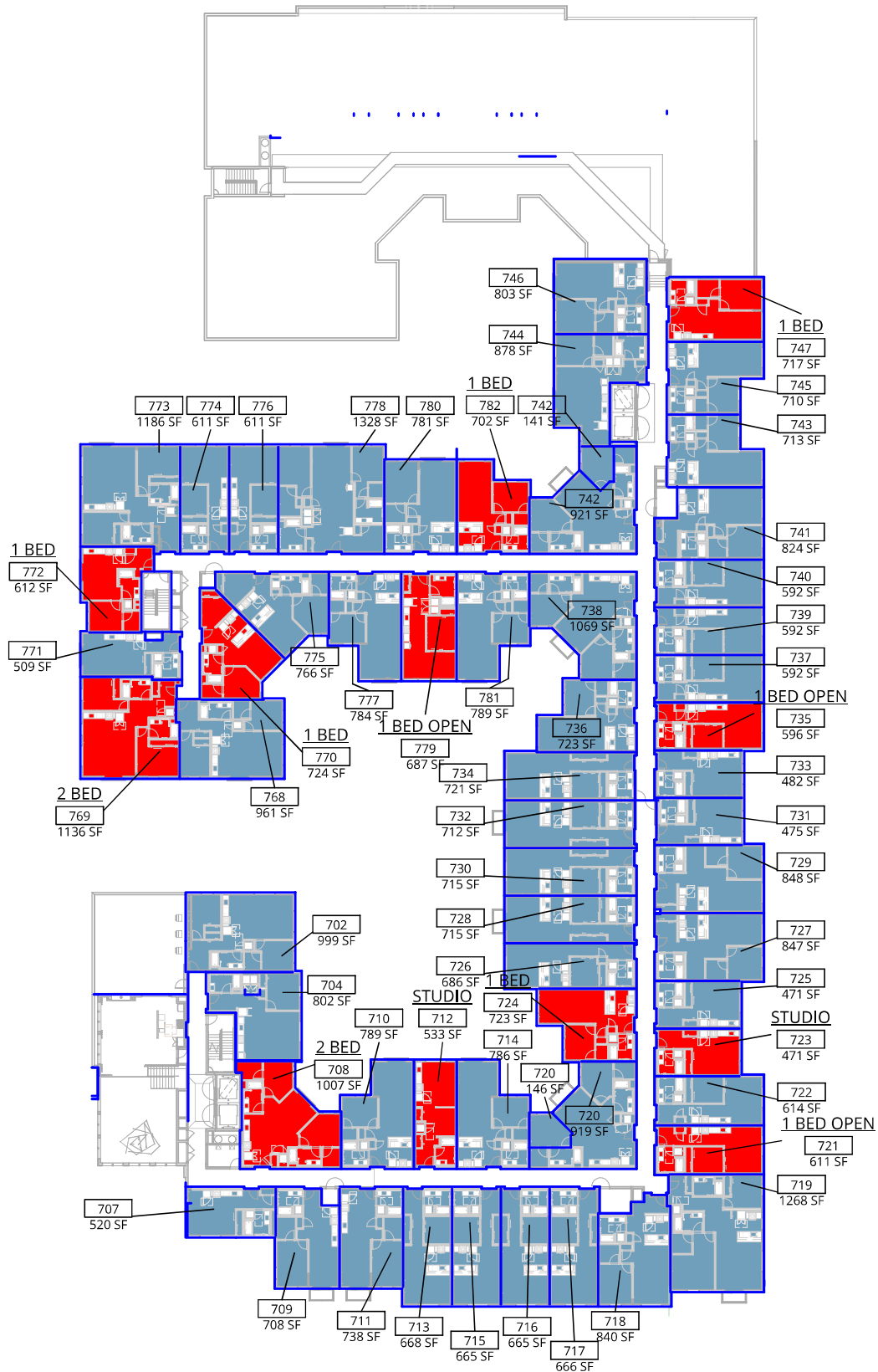












## 2023 Multi-Family Tax Exemption Program Report - City of Shoreline

Updated 3/14/2022

Currently in MFTE Program								
Units	Project	Type	Affordable	Start	End	Improvements Valuation (2023)	City Tax Rate (2023)	City Property Tax Abatement
16	3108 Apartments	12-year affordable	4	1/1/2021	12/31/2032	\$ 3,490,000	\$ 1.39000	\$ 4,851
81	Arabella II	12-year affordable	17	1/1/2020	12/31/2031	\$ 20,493,000	\$ 1.39000	\$ 28,485
164	Geo Apartments	12-year affordable	34	1/1/2021	12/31/2032	\$ 64,761,400	\$ 1.39000	\$ 90,018
80	Interurban Lofts	12-year affordable	16	1/1/2018	12/31/2029	\$ 3,720,800	\$ 1.39000	\$ 5,172
129	Malmo	12-year affordable	26	1/1/2015	12/31/2026	\$ 41,409,600	\$ 1.39000	\$ 57,559
5	North City Development	12-year affordable	1	1/1/2015	12/31/2026	\$ 616,100	\$ 1.39000	\$ 856
221	Paceline	12-year affordable	44	1/1/2019	12/31/2030	\$ 87,561,600	\$ 1.39000	\$ 121,711
165	Polaris*	State program	165	1/1/2015	12/31/2026	see note	\$ 1.39000	
60	Sunrise Eleven	12-year affordable	12	1/1/2018	12/31/2029	\$ 16,980,000	\$ 1.39000	\$ 23,602
72	The 205 Apartments	12-year affordable	14	1/1/2019	12/31/2030	\$ 20,273,000	\$ 1.39000	\$ 28,179
124	Green Leaf Shoreline	12-year affordable	25	1/1/2021	12/31/2032	\$ 47,845,100	\$ 1.39000	\$ 66,505
330	The Current	12-year affordable	66	1/1/2022	12/31/2033	\$ 98,662,300	\$ 1.39000	\$ 137,141
15	Pinnacle One	12-year affordable	3	1/1/2023	12/31/2034	\$ 3,606,000	\$ 1.39000	\$ 5,012
243	The Postmark	12-year affordable	49	1/1/2021	12/31/2032	\$ 69,460,500	\$ 1.39000	\$ 96,550
<b>1,705</b>			<b>476</b>			<b>\$ 478,879,400</b>		<b>\$ 665,642</b>
Graduates of MFTE Program								
Units	Project	Type		Start	End	Improvements Valuation (2023)	City Tax Rate (2022)	2021 Revenue
88	Arabella	10-year market	n/a	1/1/2008	12/31/2017	\$ 25,627,600	\$ 1.39000	\$ 35,622
<b>88</b>						<b>\$ 25,627,600</b>		<b>\$ 35,622</b>
Conditional Certificates of MFTE								
Units	Project	Type	Affordable	Cert. Date	Expiration	Status	Est. Completion	Final App
315	18815 Aurora Ave N	12-year affordable	63	4/20/2021	4/20/2024	Construction	Apr-23	no
227	Quinn by Vintage*	State program	226	6/30/2021	6/30/2024	Construction	Jan-23	no
203	Geo II	12-year affordable	41	7/13/2022	7/13/2025	Construction	Mar-23	no
22	Pinnacle 2	12-year affordable	5	10/21/2022	10/21/2025	Construction	Aug-24	no
235	The Line	12-year affordable	46	Pending		Construction		no
252	Ion 149th	12 or 20-year affordable	51	Pending		Predevelopment	May-24	no
550	Shea 108 NE 145th	12-year affordable	110	1/12/2023	1/12/2026	Predevelopment	2025	no
299	Shoreline 147th	20-year affordable	60	11/22/2022	11/22/2025	Construction	Jan-24	no
35	Paramount	20-year affordable	7	7/5/2022	7/5/2025	Construction	May-23	no
161	18551 Aurora Ave N	12-year affordable	33	7/20/2022	7/20/2025	Construction	Sep-23	no
210	Midvale by Vintage	12-year affordable	43	Pending		Predevelopment	Oct-23	no
386	Brea	12-year affordable	77	Pending		Predevelopment	Sep-25	no
399	Modera	12-year affordable	80	Pending		Predevelopment	Sep-25	no
240	Kinect	12-year affordable	48	Pending		Predevelopment	Apr-24	no
11	TenReal 19232 5th Ave NE	12 or 20-year affordable	3	Pending		Predevelopment		no
115	Paramount 2	20-year affordable	23	Pending		Predevelopment	Dec-24	no
300	Grand Peaks	20-year affordable	60	Pending		Predevelopment		no
172	Burl	12 or 20-year affordable	35	Pending		Predevelopment		no
197	18910 8th Ave NE	12 or 20-year affordable	39	Pending		Predevelopment		no
12	Sunrise 12	12 or 20-year affordable	3	Pending		Predevelopment		no
298	811 NE 188th St	12 or 20-year affordable	60	Pending		Predevelopment		no
288	17712 15th Ave NE	12 year	58	Pending		Predevelopment		no
<b>4,910</b>			<b>1,168</b>					

**6,703 Total homes****1,644 Affordable homes**

\*Participates in alternative state incentive program offering full property tax exemption; the City's MFTE program acts as backup.

**2022 Income and Rent Limits**

**City of Shoreline**

Based on the King County (Seattle-Bellevue HFMA) Median Income:  
 HUD Very Low-Income Limit:

**\$134,600** for a family of 4.  
**\$64,700** for a family of 4.

<b>Rent Limits</b>						<b>Household Income Limits</b>		
AMI	BEDROOMS	Maximum Monthly Housing Costs	Maximum Rent if No Other Expenses	Maximum Rent if Tenant Pays Own Utilities, and No Other Expenses	Maximum Rent if Tenant Pays Own Utilities, Renters Insurance, and No Other Expenses	AMI: Household Size	50% Initial Occupancy	70% Recertification
		<b>50%</b>	Studio	\$1,133	\$1,133	\$1,025	\$1,012	1
	"Open 1"	\$1,214	\$1,214	\$1,106	\$1,093	2	\$51,800	\$68,100
	One	\$1,214	\$1,214	\$1,106	\$1,093	3	\$58,250	\$76,650
						4	\$64,700	\$85,100
						5	\$69,900	\$91,950
AMI	BEDROOMS	Maximum Monthly Housing Costs	Maximum Rent if No Other Expenses	Maximum Rent if Tenant Pays Own Utilities, and No Other Expenses	Maximum Rent if Tenant Pays Own	AMI: Household Size	60% Initial Occupancy	80% Recertification
		<b>60%</b>	Studio	\$1,311	\$1,311	\$1,203	\$1,190	1
	"Open 1"	\$1,405	\$1,405	\$1,297	\$1,284	2	\$59,950	\$76,250
	One	\$1,405	\$1,405	\$1,297	\$1,284	3	\$67,450	\$85,800
	Two	\$1,686	\$1,686	\$1,552	\$1,539	4	\$74,900	\$95,300
	Three	\$1,948	\$1,948	\$1,778	\$1,765	5	\$80,950	\$102,950
	Four	\$2,098	\$2,098	\$1,887	\$1,874			
AMI	BEDROOMS	Maximum Monthly Housing Costs	Maximum Rent if No Other Expenses	Maximum Rent if Tenant Pays Own Utilities, and No Other Expenses	Maximum Rent if Tenant Pays Own	AMI: Household Size	70% Initial Occupancy	90% Recertification
		<b>70%</b>	Studio	\$1,490	\$1,490	\$1,382	\$1,369	1
	"Open 1"	\$1,596	\$1,596	\$1,488	\$1,475	2	\$68,100	\$85,800
	One	\$1,596	\$1,596	\$1,488	\$1,475	3	\$76,650	\$96,500
	Two	\$1,915	\$1,915	\$1,781	\$1,768	4	\$85,100	\$107,200
	Three	\$2,214	\$2,214	\$2,044	\$2,031	5	\$91,950	\$115,800
	Four	\$2,384	\$2,384	\$2,173	\$2,160			
AMI	BEDROOMS	Maximum Monthly Housing Costs	Maximum Rent if No Other Expenses	Maximum Rent if Tenant Pays Own Utilities, and No Other Expenses	Maximum Rent if Tenant Pays Own	AMI: Household Size	80% Initial Occupancy	100% Recertification
		<b>80%</b>	Two	\$2,145	\$2,145	\$2,011	\$1,998	2
	Three	\$2,479	\$2,479	\$2,309	\$2,296	3	\$85,800	\$107,250
	Four	\$2,669	\$2,669	\$2,458	\$2,445	4	\$95,300	\$119,150
						5	\$102,950	\$128,700

Maximum monthly housing costs are 30% of the maximum household income, and include basic utilities, and any costs required by the property owner (e.g., renter's insurance).

Income and housing cost limits are adjusted from the 4-person basis according to the table below, left.

Maximum contract rents are calculated by deducting charges borne by the tenant: basic utilities or utility allowance and monthly costs required for tenancy (e.g., renters insurance). Instead of deducting actual expenses, the owner may deduct allowances according to the table below.

<b>Other Expense Allowances</b>			
Bedrooms	Electricity & Gas	Water, Sewer, Garbage	Renter's Insurance
Studio	\$38	\$70	\$13
"Open 1"	\$38	\$70	\$13
One	\$38	\$70	\$13
Two	\$53	\$81	\$13
Three	\$70	\$100	\$13
Four	\$93	\$118	\$13

Example: The maximum rent of an 70% AMI studio with all utilities included, and no other required expenses, would be \$1,490  
 The maximum rent for the same studio with no utilities included and renters insurance required would be \$1,369  
 The maximum rent for the same studio with water, sewer, and garbage included (i.e., no W/S/G allowance) but not electricity and gas, and renter's insurance required would be \$1,439

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

<b>AGENDA TITLE:</b>	Authorize the City Manager to Approve Real Property Acquisition Located at 14800 1 <sup>st</sup> Avenue NE for the 148 <sup>th</sup> Street Non-Motorized Bridge 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:**

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 148<sup>th</sup> Street Non-Motorized Bridge Project (148<sup>th</sup> Bridge Project.) The City Manager’s purchasing authority for the 148<sup>th</sup> Bridge Project is now at \$1,000,000 or less, with the approval of Resolution No. 508 on May 1, 2023.

Recently, appraisals and appraisal reviews have been submitted to the City. The appraisal value for the property located at 14800 1<sup>st</sup> Avenue NE is more than the \$1,000,000 City Manager signing authority increase. 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 this purchase. Tonight, staff are seeking this Council authorization.

**RESOURCE/FINANCIAL IMPACT:**

As with all the acquisitions of property for the 148<sup>th</sup> Bridge Project, the value of the property acquisition that needs specific approval has been determined by an independent appraisal firm as hired for the project by the City’s contracted and Washington State Department of Transportation (WSDOT) approved right-of-way consultant. The appraisal was also reviewed by an independent review appraiser hired for the project. The total appraised value of the acquisition is \$1,602,000. Funding for this acquisition is being supplied by Roads Capital and Transportation Alternatives Program (TAP) grant funds and is within the project budget.

**RECOMMENDATION**

Staff recommends that the City Council authorize the City Manager to execute the necessary documents to acquire the property located at 14800 1<sup>st</sup> Avenue NE at the appraised value for the 148<sup>th</sup> Street Non-Motorized Bridge Project with an allowed contingency of ten (10) percent above the appraised value.

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

## **BACKGROUND**

On June 1, 2020, staff presented results of a [Type, Size and Location Analysis](#) with recommended preferred design and project delivery approach options to City Council for the 148<sup>th</sup> Street Non-Motorized Bridge Project (148<sup>th</sup> Bridge Project.). The recommended options were formally authorized and subsequently advanced to 30% design. The staff report for this Council discussion can be found at the following link: [June 1, 2020 Staff Report](#).

On April 10, 2023, [Council authorized obligation of \\$2.5 million](#) in Transportation Alternative Program (TAP) grant funding for the right-of-way (ROW) acquisition on the 148<sup>th</sup> Bridge Project. The City is currently in the process of acquiring the necessary ROW for the 148<sup>th</sup> Bridge Project. The City Manager's purchasing authority for the project is now at \$1,000,000 or less, with the adoption of [Resolution No. 508](#) on May 1, 2023.

## **DISCUSSION**

Recently, appraisals and appraisal reviews have been submitted to the City. The appraisal value for the property located at 14800 1<sup>st</sup> Avenue NE is more than the \$1,000,000 City Manager signing authority increase. In order for the City to proceed with the acquisition of this property, including offering possession and use agreements, Council must authorize the City Manager to approve this purchase.

The acquisition located at 14800 1<sup>st</sup> Avenue NE consists of a trail easement, temporary construction easement, and temporary construction easement for access. An acquisition area plan set is shown in Attachment A. The appraised value is \$1,602,000. The appraisal and appraisal review are available to Council by request.

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

The 148<sup>th</sup> Bridge Project directly supports two of the City Council goals:

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

## **RESOURCE/FINANCIAL IMPACT**

As with all the acquisitions of property for the 148<sup>th</sup> Bridge Project, the value of the property acquisition that needs specific approval has been determined by an independent appraisal firm as hired for the project by the City's contracted and Washington State Department of Transportation (WSDOT) approved right-of-way consultant. The appraisal was also reviewed by an independent review appraiser hired for the project. The total appraised value of the acquisition is \$1,602,000. Funding for this acquisition is being supplied by Roads Capital and Transportation Alternatives Program (TAP) grant funds and is within the project budget.

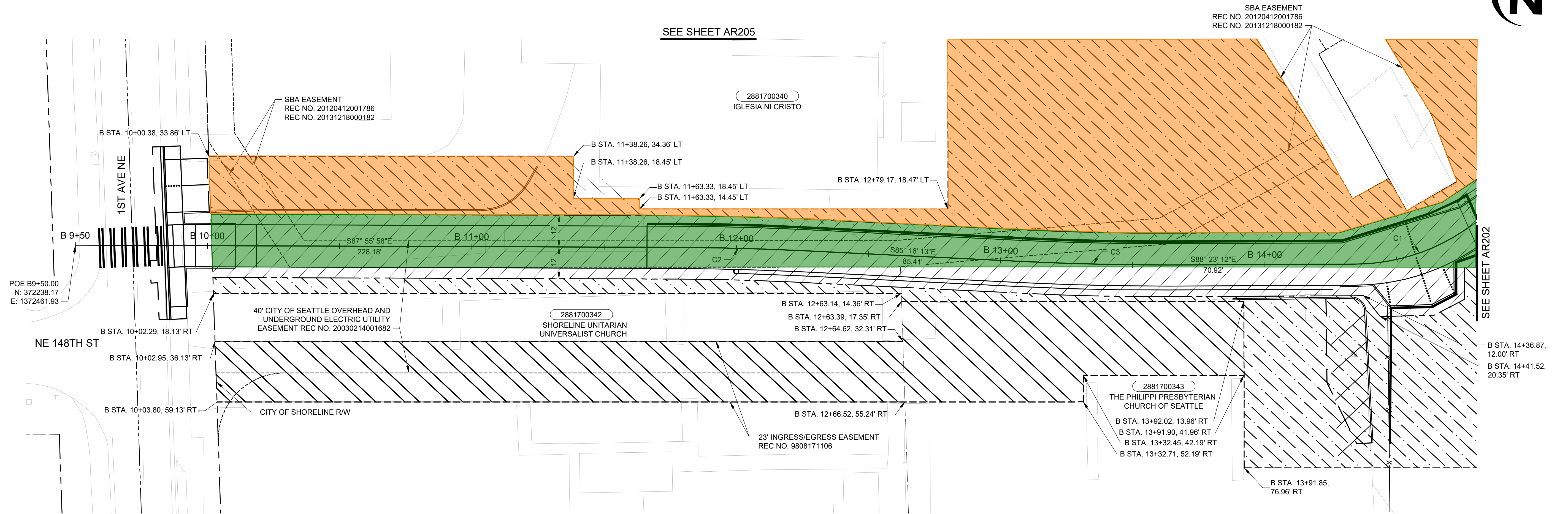
## **RECOMMENDATION**

Staff recommends that the City Council authorize the City Manager to execute the necessary documents to acquire the property located at 14800 1<sup>st</sup> Avenue NE at the appraised value for the 148<sup>th</sup> Street Non-Motorized Bridge Project with an allowed contingency of ten (10) percent above the appraised value.

## **ATTACHMENTS**

Attachment A: 14800 1<sup>st</sup> Avenue NE Acquisition Area Plan Set

# ATTACHMENT A



ALIGNMENT B CURVE DATA							
CURVE #	PI STATION	NORTHING AT P.C.	EASTING AT P.C.	DELTA	RADIUS	TANGENT	LENGTH
C1	B 14+55.66	372215.28	1372945.51	033°12'53"	74.00'	22.07'	42.90'
C2	B 12+01.13	372229.94	1372689.97	002°37'45"	1000.00'	22.95'	45.89'
C3	B 13+36.38	372220.24	1372820.89	003°04'58"	1000.00'	26.91'	53.81'

\* PARCEL IS AREA TAKEN FROM COUNTY ASSESSOR RECORDS

PARCEL NO. (TAX ACCOUNT NO.)	OWNERS	PARCEL AREA SQ. FT.	R/W	REMAINDER SQ. FT.	TRAIL EASEMENT SQ. FT.	TEMPORARY CONSTRUCTION SQ. FT.
2881700343	THE PHILIPPI PRESBYTERIAN CHURCH OF SEATTLE	79,704*		79,704	2,455	14,453 4,289 (ACCESS)
2881700340	IGLESIA NI CRISTO	137,214*		137,214	10,176	27,497 8,097 (ACCESS)
2881700342	SHORELINE UNITARIAN UNIVERSALIST CHURCH	69,103*		69,103	1,219	1,383 5,983 (ACCESS)

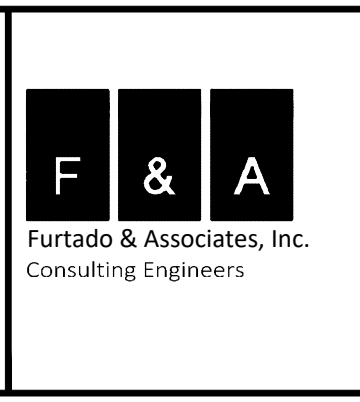
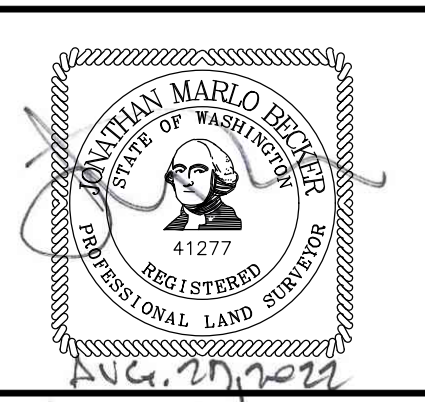
**LEGEND:**

- TRAIL EASEMENT
- TEMPORARY CONSTRUCTION EASEMENT
- TEMPORARY CONSTRUCTION EASEMENT (ACCESS)
- PROPOSED TRAIL EASEMENT LINE
- EXISTING RIGHT OF WAY LINE
- EXISTING ROW CENTERLINE
- EXISTING PROPERTY LINE
- EXISTING EASMENT
- EXISTING BUILDING OUTLINE
- TEMPORARY CONSTRUCTION EASEMENT



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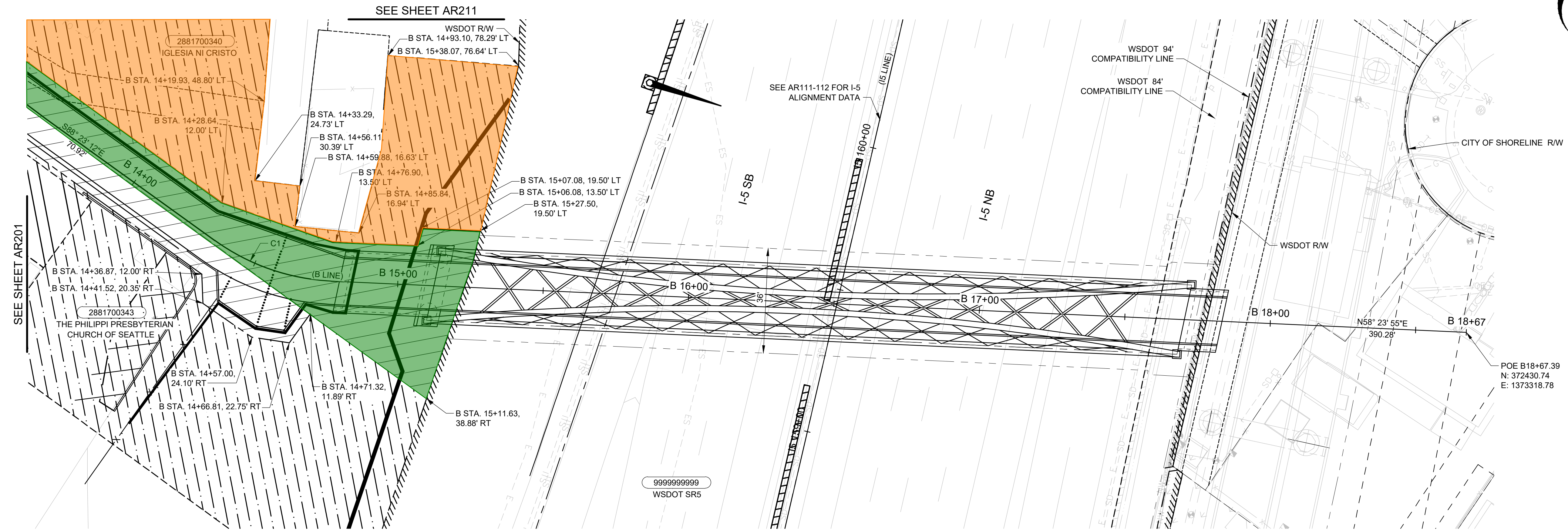
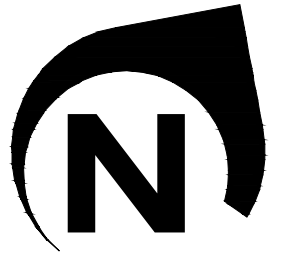


DRAWN BY	AA
DESIGN BY	AL
CHECK BY	JB
PROJ MGR	JB

CITY OF SHORELINE  
**148TH STREET NON-MOTORIZED BRIDGE**  
 PHASE I  
 ALIGNMENT / RIGHT OF WAY PLAN

DRAWING NO.	AR201
PROJECT NO.	9263
FED AID NO.	
DATE:	09/20/2022
SHEET NO.	OF





SEE SHEET AR201

SEE SHEET AR211

SEE AR111-112 FOR I-5 ALIGNMENT DATA

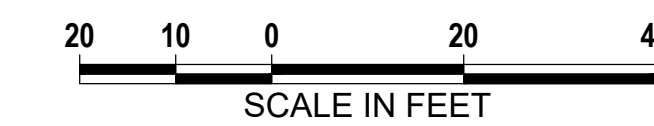
\* PARCEL IS AREA TAKEN FROM COUNTY ASSESSOR RECORDS

PARCEL NO. (TAX ACCOUNT NO.)	OWNERS	PARCEL AREA SQ. FT.	R/W	REMAINDER SQ. FT.	TRAIL EASEMENT SQ. FT.	TEMPORARY CONSTRUCTION SQ. FT.
2881700343	THE PHILIPPI PRESBYTERIAN CHURCH OF SEATTLE	SEE SHEET AR201				
2881700340	IGLESIA NI CRISTO	SEE SHEET AR201				

**LEGEND:**

- TRAIL EASEMENT
- TEMPORARY CONSTRUCTION EASEMENT
- TEMPORARY CONSTRUCTION EASEMENT (ACCESS)
- PROPOSED TRAIL EASEMENT LINE
- EXISTING RIGHT OF WAY LINE
- EXISTING ROW CENTERLINE
- EXISTING PROPERTY LINE
- EXISTING EASMENT
- EXISTING BUILDING OUTLINE
- TEMPORARY CONSTRUCTION EASEMENT

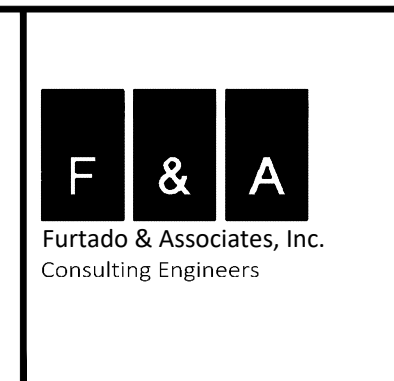
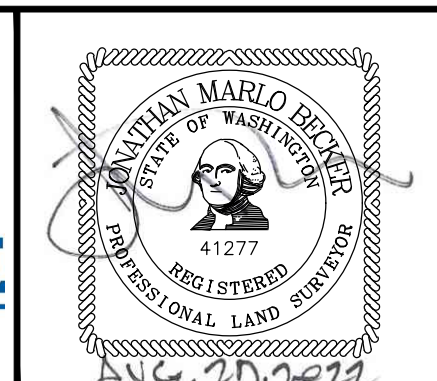
**NOTE:**  
1. FOR B-LINE CURVE DATA SEE SHEET AR201.



Know what's below  
Call before you dig

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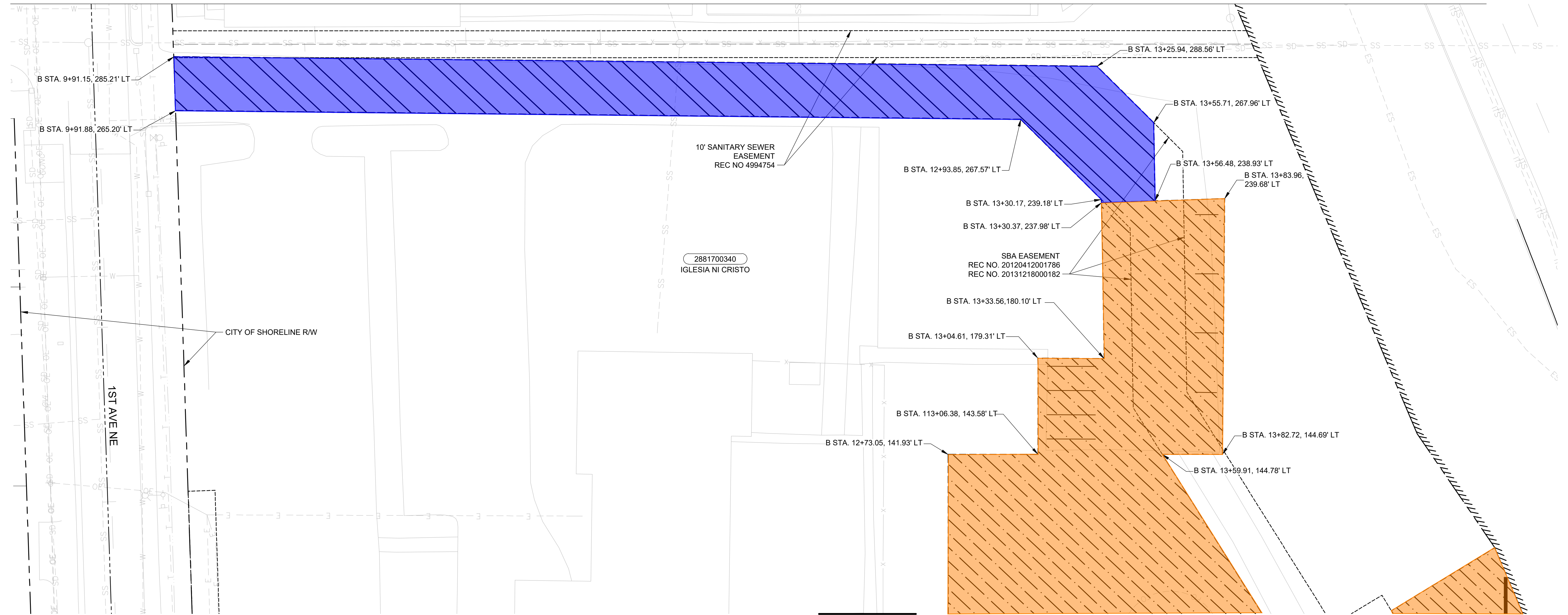
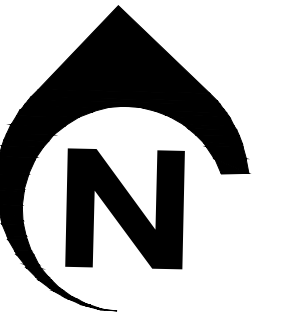
MARK	REVISION DESCRIPTION	BY	APP.	DATE



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PROJ MGR	JB

**CITY OF SHORELINE**  
**148TH STREET NON-MOTORIZED BRIDGE**  
PHASE I  
ALIGNMENT / RIGHT OF WAY PLAN

DRAWING NO.	AR202
PROJECT NO.	9263
FED AID NO.	
DATE:	09/20/2022
SHEET NO.	OF



**NOTE:**  
1. FOR B-LINE CURVE DATA SEE SHEET AR201.

SEE SHEET AR201

**LEGEND:**

- TRAIL EASEMENT
- TEMPORARY CONSTRUCTION EASEMENT
- TEMPORARY CONSTRUCTION EASEMENT (ACCESS)
- PROPOSED TRAIL EASEMENT LINE
- EXISTING RIGHT OF WAY LINE
- EXISTING ROW CENTERLINE
- EXISTING PROPERTY LINE
- EXISTING EASMENT
- EXISTING BUILDING OUTLINE
- TEMPORARY CONSTRUCTION EASEMENT

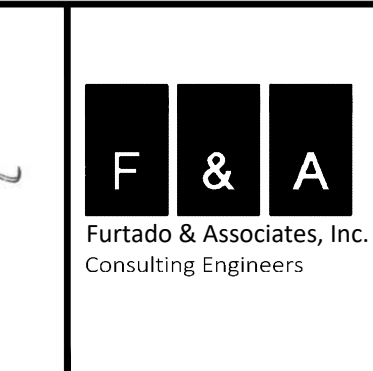
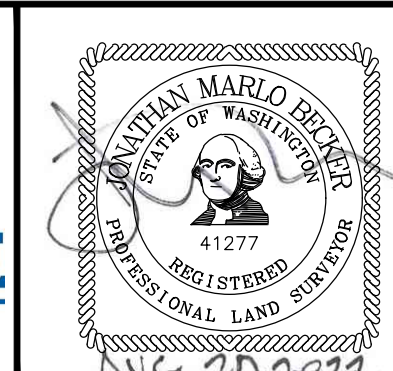
PARCEL NO. (TAX ACCOUNT NO.)	OWNERS	PARCEL AREA SQ. FT.	R/W	REMAINDER SQ. FT.	TRAIL EASEMENT SQ. FT.	TEMPORARY CONSTRUCTION SQ. FT.
2881700340	IGLESIA NI CRISTO	SEE SHEET AR201				



Know what's below  
Call before you dig

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PROJ MGR	JB

CITY OF SHORELINE  
**148TH STREET NON-MOTORIZED BRIDGE**  
PHASE I  
ALIGNMENT / RIGHT OF WAY PLAN

DRAWING NO.	AR205
PROJECT NO.	9263
FED AID NO.	
DATE:	09/20/2022
SHEET NO.	OF

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

<b>AGENDA TITLE:</b>	Authorize the City Manager to Execute a Construction Contract with Massana Construction, Inc. in the Amount of \$7,998,584 for the 148 <sup>th</sup> Street Non-Motorized Bridge Project – Phase 1
<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:**

Construction of Phase 1 of the 148<sup>th</sup> Street Non-Motorized Bridge project will begin this summer. Phase 1 will construct improvements on the east side of Interstate 5 in preparation for bridge placement that will occur during Phase 2 construction. This summer’s improvements will include construction of the east bridge pier, trail connections to the Trail Along the Rail (TAR), trail connections to the Shoreline South/148<sup>th</sup> Light Rail Station, and reconstruction of the NE 149<sup>th</sup> Street cul-de-sac.

Between March 20 and April 25, 2023, the City solicited contractors to construct the 148<sup>th</sup> Street Non-Motorized Bridge Project – Phase 1 as Bid# 9810. The engineer’s estimate for the construction is \$5,821,426. Construction is anticipated to start in July 2023 with a total contract time of 350 working days. The bid from Massana Construction, Inc. in the amount of \$7,998,584 was the low bid. City staff has determined that the bid from Massana Construction, Inc. is responsive and that they have met the City’s requirements.

Staff are requesting that the City Council authorize the City Manager to execute a contract with Massana Construction, Inc. for construction of the 148<sup>th</sup> Street Non-Motorized Bridge Project – Phase 1 in the amount of \$7,998,584 and a 10% contingency for a total contract amount of \$8,798,584.

**RESOURCE/FINANCIAL IMPACT:**

This project is currently funded in the 2023-2028 CIP. Below is a breakdown of the budget for the 148<sup>th</sup> Street Non-Motorized Bridge Project – Phase 1:

**Summary of Project Costs:**

<b>DESIGN</b>		
DESIGN (KPFF DESIGN ENGINEERS)		
PRELIMINARY DESIGN CONTRACT	\$	897,854
FINAL DESIGN CONTRACT	\$	2,147,473
CUL-DE-SAC AMENDMENT	\$	173,935
CITY STAFF & OTHER RESOURCES	\$	350,000
CONTINGENCY	\$	350,000
<b><i>SUBTOTAL</i></b>		<b><i>\$ 3,919,262</i></b>
<b>CONSTRUCTION – PHASE 1</b>		
<b><i>CONSTRUCTION COST (MASSANA)</i></b>	<b><i>\$</i></b>	<b><i>7,998,584</i></b>
CONST CONTINGENCY (10%)	\$	800,000
CONSTRUCTION MANAGEMENT (KPFF)	\$	1,765,210
CM CONTINGENCY (10%)	\$	180,000
CITY STAFF & OTHER RESOURCES	\$	300,000
<b><i>SUBTOTAL</i></b>		<b><i>\$ 11,043,794</i></b>

**Summary of Secured Project Revenues:**

<b>DESIGN</b>		
GENERAL FUND	\$	234,262
STP NON-MOTORIZED	\$	2,055,000
ST SYSTEM ACCESS	\$	1,180,000
ST OVERLAP AGREEMENT	\$	450,000
<b><i>SUBTOTAL</i></b>		<b><i>\$ 3,919,262</i></b>
<b>CONSTRUCTION - PHASE 1</b>		
ST SYSTEM ACCESS	\$	2,520,000
KING COUNTY PARKS LEVY	\$	4,750,000
LEAP FUNDING	\$	3,773,794
<b><i>SUBTOTAL</i></b>		<b><i>\$ 11,043,794</i></b>

There is adequate funding for this contract. While the low bid is significantly higher than the engineer’s estimate, the project was recently awarded an additional \$3,000,000 in funding from the Washington State Legislature’s Legislative Evaluation & Accountability Program (LEAP). This additional cost will be paid for by the LEAP funding revenues.

Phase 2 is estimated at \$23,820,000 of which \$15,765,000 is secured through a variety of grant funds. The remaining \$8,055,000 will be covered through a combination of local funds or additional grants.

**RECOMMENDATION**

Staff recommends the Council authorize the City Manager to execute a construction contract with Massana Construction, Inc. in the amount of \$7,998,584 for the 148<sup>th</sup> Street Non-Motorized Bridge Project and a 10% contingency for a total of \$8,798,584.

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

## **BACKGROUND**

On June 24, 2019, the City Council authorized the City Manager to enter into a contract with KPFF, Inc. for the preliminary design services for the N 148<sup>th</sup> Street Non-Motorized Bridge project. The initial contract with KPFF was for work up to and including 30% design and environmental review. The staff report for the Council authorization to enter into this contract can be found at the following link: [June 24, 2019 Staff Report](#).

On June 1, 2020, staff presented results of a [Type, Size and Location Analysis](#) with recommended preferred design and project delivery approach options to City Council. The recommended options were formally authorized and subsequently advanced to 30% design. The staff report for this Council discussion can be found at the following link: [June 1, 2020 Staff Report](#).

On March 29, 2021, the City Council authorized the City Manager to enter into a contract with KPFF, Inc. for the final design services for the Bridge Project. The staff report for the Council authorization to enter into this contract can be found at the following link: [March 29, 2021 Staff Report](#).

This project is being constructed in two phases. The reason for this is to complete construction activities that are near the Sound Transit Light Rail station infrastructure on the east side of Interstate 5 before light rail revenue service begins. After revenue service begins, allowable construction windows will be significantly restricted and the cost of construction will increase. This project has procured Federal funding sources that require independent utility, which dictates that full funding needs to be achieved before federal dollars can be spent in construction. Because there is a current funding gap, independent utility cannot be achieved yet. To allow for construction to occur early near the Sound Transit infrastructure, staff are electing to phase the project and construct Phase 1 utilizing the non-federal funding sources.

## **DISCUSSION**

Construction of Phase 1 of the 148<sup>th</sup> Street Non-Motorized Bridge project will begin this summer. As noted above, Phase 1 will construct improvements on the east side of Interstate 5 in preparation for bridge placement that will occur during Phase 2 construction. This summer's improvements will include construction of the east bridge pier, trail connections to the Trail Along the Rail (TAR), trail connections to the Shoreline South/148<sup>th</sup> Station and reconstruction of the NE 149<sup>th</sup> Street cul-de-sac.

### **Project Bid Process – Bid# 9810**

Between March 20 and April 25, 2023, the City solicited contractors to construct the 148<sup>th</sup> Street Non-Motorized Bridge Project – Phase 1 as Bid# 9810. Bids were opened on April 25, 2023, and five (5) bids were received. Massana Construction, Inc. was the low bidder with a bid of \$7,998,584. The other bids were \$8,639,198, \$8,657,894, \$9,046,410, and \$10,203,858.

All submitted bids were significantly higher than the engineer's estimate of \$5,821,426I.

City staff determined that the bid from Massana Construction, Inc. is responsive and has met the requirements of the bid. This was verified by:

- Evaluation of the bid through the creation of bid tabulations, and
- Verification that the contractor is properly licensed in Washington and has not been barred from contracting on federal- and state-funded projects.

Construction is anticipated to start in July 2023 with a total contract time of 350 working days.

Staff is requesting that the City Council authorize the City Manager to execute a contract with Massana Construction, Inc. for construction of the 148<sup>th</sup> Street Non-Motorized Bridge Project – Phase 1 in the amount of \$7,998,584.

There are two primary alternatives to awarding the contract which are not recommended:

1. Reject all bids and re-advertise. After review of the bid results, staff does not anticipate that re-advertising would result in lower bid results. It would also significantly delay the project which would likely result in increased costs associated with working adjacent to the light rail once it is operational.
2. Reject all bids and cancel the project.

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

This project supports the City Council Goal 3: “Prepare for regional mass transit in Shoreline”, and specifically Action Step #5 under this Council Goal: “Construct Phase 1 of the 148<sup>th</sup> Street Non-Motorized Bridge project, begin Right-of-Way acquisition of Phase 2, and work with regional, state, and federal partners to fully fund the project.”

### **RESOURCE/FINANCIAL IMPACT**

This project is currently funded in the 2023-2028 CIP. Final design and Phase 1 construction are currently fully funded. A summary of currently estimated project expenditures and revenues is shown below:

#### **Summary of Project Costs:**

<b>DESIGN</b>		
DESIGN (KPFF DESIGN ENGINEERS)		
PRELIMINARY DESIGN CONTRACT	\$	897,854
FINAL DESIGN CONTRACT	\$	2,147,473
CUL-DE-SAC AMENDMENT	\$	173,935
CITY STAFF & OTHER RESOURCES	\$	350,000
CONTINGENCY	\$	350,000
<b><i>SUBTOTAL</i></b>		<b><i>\$ 3,919,262</i></b>

<b>CONSTRUCTION – PHASE 1</b>		
<i>CONSTRUCTION COST (MASSANA)</i>	<b>\$</b>	<b>7,998,584</b>
CONST CONTINGENCY (10%)	\$	800,000
CONSTRUCTION MANAGEMENT (KPFF)	\$	1,765,210
CM CONTINGENCY (10%)	\$	180,000
CITY STAFF & OTHER RESOURCES	\$	300,000
<b><i>SUBTOTAL</i></b>		<b>\$ 11,043,794</b>

**Summary of Secured Project Revenues:**

<b>DESIGN</b>		
GENERAL FUND	\$	234,262
STP NON-MOTORIZED	\$	2,055,000
ST SYSTEM ACCESS	\$	1,180,000
ST OVERLAP AGREEMENT	\$	450,000
<b><i>SUBTOTAL</i></b>		<b>\$ 3,919,262</b>
<b>CONSTRUCTION - PHASE 1</b>		
ST SYSTEM ACCESS	\$	2,520,000
KING COUNTY PARKS LEVY	\$	4,750,000
LEAP FUNDING	\$	3,773,794
<b><i>SUBTOTAL</i></b>		<b>\$ 11,043,794</b>

There is adequate funding for this contract. While the low bid is significantly higher than the engineer’s estimate, the project was recently awarded an additional \$3,000,000 in funding from the Washington State Legislature’s Legislative Evaluation & Accountability Program (LEAP). This additional cost will be paid for by the LEAP funding revenues.

Phase 2 is estimated at \$23,820,000 of which \$15,765,000 is secured through a variety of grant funds. The remaining \$8,055,000 will be covered through a combination of local funds or additional grants.

**RECOMMENDATION**

Staff recommends the Council authorize the City Manager to execute a construction contract with Massana Construction, Inc. in the amount of \$7,998,584 for the 148<sup>th</sup> Street Non-Motorized Bridge Project and a 10% contingency for a total of \$8,798,584.

**ATTACHMENTS**

Attachment A – 148<sup>th</sup> Street Non-Motorized Bridge Project – Phase 1 Construction Contract



AGREEMENT  
PUBLIC WORKS PROJECT  
**N 148TH STREET NON-MOTORIZED BRIDGE - PHASE 1**  
Bid No. 9810

THIS AGREEMENT by and between the City of Shoreline, hereinafter the City, and Massana Construction, Inc. hereinafter called the Contractor, is effective as of the date last executed as duplicate originals.

WITNESSETH:

That in consideration of the performance and payment under the terms and conditions contained in the Contract Documents for Bid No. 9810, the parties hereto covenant and agree as follows:

- I. The Contractor hereby agrees to complete the “**N 148<sup>th</sup> Street Non-Motorized Bridge - Phase 1**” (hereafter “Project”) in accordance with the Contract Documents, including Addenda 1 through 4 which are by this reference incorporated herein and made a part hereof.

The time limit for completion of the work is **350** working days from the City’s Notice to Proceed. The Contractor agrees to pay the City the sum set forth in the Contract Documents for each and every day said work remains uncompleted after expiration of this time as liquidated damages.

Contractor is responsible for determining the means and methods to be used to complete the project. The Contractor shall provide and bear the expense of all equipment, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work. Contractor shall guarantee said materials and work for a period of one year after completion of this contract, unless otherwise provided in the Contract Documents.

- II. The City promises and agrees to pay the Contractor for the Project according to the attached Contractor’s Bid Proposal Sheet at the time and in the manner provided for in the Contract Documents.
- III. No liability shall attach to the City of Shoreline by reason of entering into this contract except as expressly provided in the Contract Documents.
- IV. The Contractor shall defend, indemnify, and hold the City and its officers, agents, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits of any nature including attorneys’ fees, costs and expenses arising out of or in connection with the performance of the contract. This Agreement is subject to RCW 4.24.115. In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees and volunteers, the Contractors liability hereunder shall be only to the extent of the Contractor negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor’s waiver of immunity under Industrial Insurance. Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of the contract.



- V. Force Majeure: Neither party shall be liable to the other or deemed in breach or default for any failure or delay in performance under this Agreement during the time and to the extent its performance is prevented by reasons of Force Majeure. For the purposes of this Agreement, Force Majeure means an occurrence that is beyond the reasonable control of and without fault or negligence of the party claiming force majeure and which, by exercise of due diligence of such party, could not have been prevented or overcome. Force Majeure shall include natural disasters, including fire, flood, earthquake, windstorm, avalanche, mudslide, and other similar events; acts of war or civil unrest when an emergency has been declared by appropriate governmental officials; acts of civil or military authority; freight embargoes; epidemics; quarantine restrictions; labor strikes; boycotts; terrorist acts; riots; insurrections; explosions; and nuclear accidents. A party claiming suspension or termination of its obligations due to force majeure shall give the other party prompt written notice, but no more than two (2) working days after the event, of the impediment and its effect on the ability to perform; failure to provide such notice shall preclude recovery under this provision.
- VI. Nondiscrimination: In hiring or employment made possible or resulting from this Agreement, there shall be no unlawful discrimination against any employee or applicant for employment because of sex, age (except minimum age and retirement provisions), race, color, creed, national origin, citizenship or immigration status (except if authorized by federal or state law, regulation, or government contract), marital status, sexual orientation, honorably discharged veteran or military status, the presence of any sensory, mental, or physical handicap or the use of a trained dog guide or service animal by a person with a disability, unless based upon a bona fide occupational qualification. This requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or subjected to discrimination in receipt or the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age (except minimum age and retirement provisions), citizenship or immigration status (except if authorized by federal or state law, regulation, or government contract), marital status, sexual orientation, honorably discharged veteran or military status, the presence of any sensory, mental or physical handicap, or the use of a trained dog guide or service animal by a person with a disability. As a recipient of federal funding, the City is required to include those Title VI nondiscrimination assurances set forth in Exhibit C to this Agreement. Exhibit C is incorporated into this Agreement by reference and made a part hereof as if set out in full herein. For the purpose of this section, Title VI refers to the Civil Rights Act of 1965, 42 USC 2000d et seq., as amended.
- VII. Form FHWA-1273. The Federal Highway Administration (FHWA) has specific contract provisions, Required Contract Provisions Federal-Aid Construction Contracts (FHWA-1273), that must be included, unmodified, into contracts for all federal-aid projects and, are applicable to all contractors and subcontractors. The Contractor agrees to comply with FHWA-1273, as set forth in Exhibit D and incorporated into this Agreement by reference and made a part hereof as if set out in full herein, except Attachment A. The Contractor shall require each subcontractor and lower-tier subcontractors to comply with the provisions set forth in FHWA-1273 and to physically incorporate FHWA-1273, into all construction contracts, subcontracts, and lower-tier subcontracts.
- VIII. This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by the Contractor to any other person or entity without the prior written consent of the City, which consent will not be unreasonably withheld. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of Contractor as stated herein.

- IX. Counterpart Originals: This Agreement may be executed in any number of counterpart originals, each of which shall be deemed to constitute an original agreement, and all of which shall constitute one agreement. The execution of one counterpart by a Party shall have the same force and effect as if that Party had signed all other counterparts.
- X. Authority to Execute: Each person executing this Agreement on behalf of a Party represents and warrants that he or she is fully authorized to execute and deliver this Agreement on behalf of the Party for which he or she is signing. The Parties hereby warrant to each other that each has full power and authority to enter into this Agreement and to undertake the actions contemplated herein and that this Agreement is enforceable in accordance with its terms.

This Agreement is executed by

**City of Shoreline**

By:

Name:

Title:

Address: 17500 Midvale Ave N

City/State/Zip: Shoreline, WA 98133-4905

Date: \_\_\_\_\_

Bid Number: 9810

Attachment: Exhibit C (Title VI / Nondiscrimination Assurances)

**Contractor**

By:

Name:

Title:

Address:

City/State/Zip:

Date: \_\_\_\_\_

## EXHIBIT C

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, (*Title of Modal Operating Administration*), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the (*Title of Modal Operating Administration*) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the (*Title of Modal Operating Administration*), as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the (*Title of Modal Operating Administration*) may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the (*Title of Modal Operating Administration*) may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

## EXHIBIT D

FHWA-1273 -- Revised July 5, 2022

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

## ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

**II. NONDISCRIMINATION** (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

#### 6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### 10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA- 1273 format and FHWA program requirements.

#### 1. Minimum wages (29 CFR 5.5)

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and



(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics,

including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records (29 CFR 5.5)

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or

subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees (29 CFR 5.5)

##### a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State

Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination.

Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the

corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 29 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

**9. Disputes concerning labor standards.** As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor

set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

#### **10. Certification of eligibility (29 CFR 5.5)**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

#### **V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)\* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

\* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

**3. Withholding for unpaid wages and liquidated damages.**

The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

**VI. SUBLETTING OR ASSIGNING THE CONTRACT**

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or

equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

**VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance

with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

### VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

### IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders

or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

### X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

#### 1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant

who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

\* \* \* \* \*

## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

## **3. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is

submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

\*\*\*\*\*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

\*\*\*\*\*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier

subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**XII. USE OF UNITED STATES-FLAG VESSELS:**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.



**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS** (23 CFR 633, Subpart B, Appendix B)

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:
  - a. To the extent that qualified persons regularly residing in the area are not available.
  - b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
  - c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.
2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.
3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.
5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

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

<b>AGENDA TITLE:</b>	Discussion of the Regional Crisis (RCR) Agency Principals Assembly and RCR Agency Program Update		
<b>DEPARTMENT:</b>	City Manager's Office		
<b>PRESENTED BY:</b>	Bristol Ellington, City Manager		
<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:**

On October 24, 2022, the City Council adopted Resolution No. 501 authorizing the City Manager to execute the Interlocal Agreement and the Articles of Incorporation of the Regional Crisis Response (RCR) Agency to implement the Regional Mobile Crisis Response Program. Since that time, the RCR Agency has been established as is continuing to build its program serving the five North King County cities that established it (Shoreline, Lake Forest Park, Kenmore, Bothell, and Kirkland).

Tonight, RCR Executive Director Brook Buettner will provide the Council with an update on the status, accomplishments, and next priorities of RCR and will request that a member of the Council be appointed to represent the City of Shoreline at the RCR Principal Assembly.

**RESOURCE/FINANCIAL IMPACT:**

There is no financial impact based on tonight's discussion. The City's portion of the cost of the RCR Agency is \$327,248 in 2023 and is projected to cost \$385,205 in 2024, with a one-time start-up cost of \$101,575. These costs were included in the 2023-2024 Biennial Budget.

**RECOMMENDATION**

No action is required at this time, as tonight's item is for discussion purposes only. Staff recommends that the City Council ask questions of staff and Executive Director Buettner regarding the RCR Agency and confirm the process for Councilmember appointment to the RCR Principal Assembly.

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

## **BACKGROUND**

In 2016, the Shoreline Police Department started a pilot program called RADAR, after being one of seven successful applicants out of over 100 to receive a United States Department of Justice grant for projects under their Smart Policing Initiative (SPI) in October 2015. The goal of SPI was to identify the development of programs and strategies that are effective, efficient, and economical ways to reduce crime, ensure higher case closure rates, and increase agency efficiency and improve community collaboration and relations. When the program was first envisioned, the overall goal of RADAR was to enhance community and first responder safety through relationship-based policing, community care-taking, and procedural justice.

In 2019, the cities of Bothell, Lake Forest Park, Kenmore, Kirkland, and Shoreline entered into an Interlocal Agreement for the North Sound RADAR Navigator Program. The purpose was to provide the member cities with an economical mechanism for the efficient administration and coordination of a RADAR program to be used in the event of a behavioral health crisis. The goals were to strengthen community/police partnerships, to increase the connection of at-risk individuals with effective behavioral health services and treatments, and to enhance community and first responder safety by reducing the potential for police use of physical force.

The 2019 Interlocal agreement was for a three-year period and the City of Bothell agreed to serve as the lead agency, which included the responsibility to hire the Program Manager and serve as the Program Manager's employer along with providing finance and accounting services. The program was to be funded with a King County Mental Illness and Drug Dependency (MIDD) Grant, along with any other investment that the individual cities wanted to make independently of each other. As other granting sources became available, different cities, including Shoreline, became the fiduciary lead for individual grants.

On September 26, 2022, the Council received an update on the North Sound RADAR cities planned expansion of the RADAR program to become a Regional Model Crisis Response Program. The staff report for this September 26<sup>th</sup> Council discussion, including information on the proposed staffing model, merger with the Kirkland program, and the draft Articles of Incorporation and interlocal agreement for the regional entity, can be found here: [Update on the Regional Mobile Crisis Response Program and Crisis Triage Facility to Serve North King County Cities](#).

On October 24, 2022, the Council adopted Resolution No. 501 authorizing the City Manager to execute the Articles of Incorporation and Interlocal Agreement with the RCR Agency. The staff report for the adoption of Resolution No. 501 can be found here: <http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2022/staffreport102422-8a.pdf>.

## **DISCUSSION**

The RCR Agency Interlocal Agreement went into effect on January 1, 2023. Since that time, the Agency continues to build its regional mobile crisis response program on behalf of the cities of Bothell, Shoreline, Lake Forest Park, Kenmore, and Kirkland to improve outcomes and services to community members experiencing crisis. Pursuant to the Interlocal Agreement, these cities are referred to as the Formation Principals. At tonight's meeting, RCR Executive Director Brook Buettner will provide an update to Council on the status, accomplishments, and next priorities of the RCR Agency. Executive Director Buettner's PowerPoint Presentation for tonight's discussion is attached to this staff report as Attachment A.

### **RCR Principals Assembly and Proposed Process for Appointment**

In addition to the program update, Executive Director Buettner will request that a member of the Council be appointed to represent the City of Shoreline at the RCR Principal Assembly. The RCR Agency is required to hold a Principals Assembly not less than three times per year in the first biennium of the Agency's operations and thereafter must be held at least one time per year, unless two or more Principals request a meeting. The legislative body of each City is required to appoint one of its members to represent the legislative body at the Principals Assembly. The actions and recommendations of the Principals Assembly are advisory to the Executive Board. More information on the purpose, duties and structure of the Principals Assembly can be found on the Principals Assembly Information Sheet (Attachment B).

To appoint the City of Shoreline Principals Assembly member, staff recommends that Council discuss and give the Mayor the authority at tonight's Council meeting to solicit input from Councilmembers on their interest in serving as Shoreline's representative and subsequently making the appointment to the Assembly at a future Council meeting. If more than one Councilmember is interested in serving in this capacity, the Mayor would make the determination on the appointment. Staff requests that the Council confirm this process or an alternative process, such as Council formally voting on the appointment, at tonight's Council meeting.

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

This agenda item addresses Council Goal #5, Action Step #4:

**Goal 5:** *Promote and enhance community safety, broader community connections, and a coordinated response to homelessness and individuals in behavioral health crisis.*

- **Action Step 4:** *Participate on the Board of Directors and Operations Board of the recently launched Regional Crisis Response (RCR) Agency to ensure agency effectiveness and coordinate across stakeholder response functions throughout the RCR served community.*

## **RESOURCE/FINANCIAL IMPACT**

There is no financial impact based on tonight's discussion. The City's portion of the cost of the RCR Agency is \$327,248 in 2023 and is projected to cost \$385,205 in 2024, with a one-time start-up cost of \$101,575. These costs were included in the 2023-2024 Biennial Budget.

## **RECOMMENDATION**

No action is required at this time, as tonight's item is for discussion purposes only. Staff recommends that the City Council ask questions of staff and Executive Director Buettner regarding the RCR Agency and confirm the process for Councilmember appointment to the RCR Principal Assembly.

## **ATTACHMENTS**

- Attachment A: Executive Director Brook Buettner RCR Agency PowerPoint Presentation
- Attachment B: Regional Crisis Response Agency Principals Assembly Information Sheet

# Regional Crisis Response Agency

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Presentation for Shoreline City Council, May 15, 2023

Brook Buettner, Executive Director

# Regional Crisis Response (RCR)

- Mobile crisis response services providing de-escalation, resource referral, and follow-up tailored to the specific needs of an individual in crisis
- Shoreline, Kenmore, Lake Forest Park, Bothell and Kirkland
- Interlocal Agreement in effect 1/1/23





# Services in Shoreline

- RADAR Navigator Program
- Partnership with Shoreline Police Department/ KCSO
- 177 people in crisis served during 2022
- 70 people served during 2023 Q1



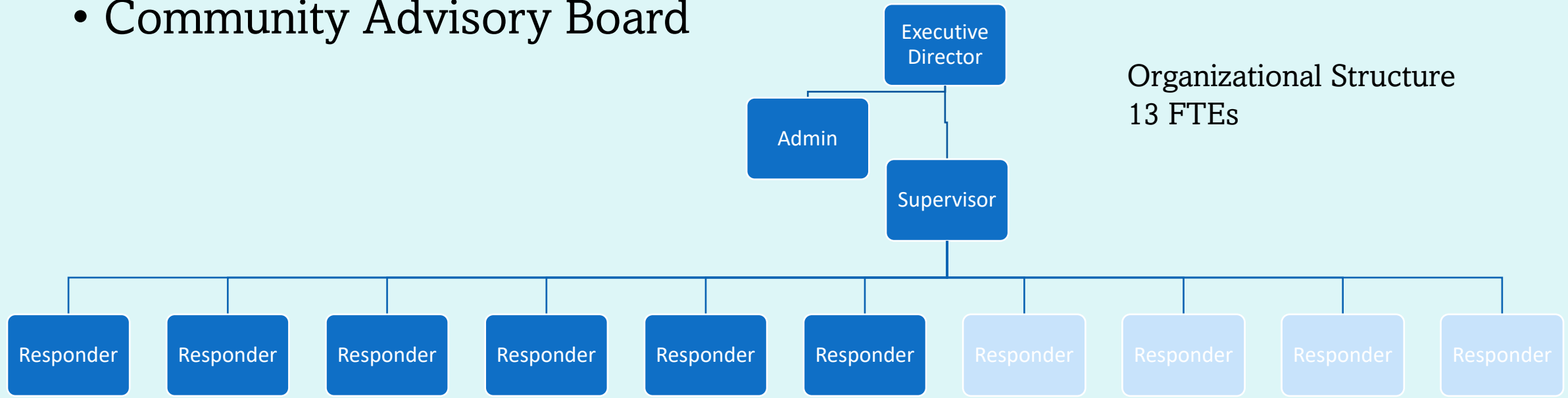
# Operations update

- 1 FTE assigned to Shoreline, also supporting other cities
- Ride-along and overtime shifts
- Navigators available 5-6 days/week
- KCSO dispatch call sign



# Governance structure

- Principals Assembly
- Executive Board
- Operations Board
- Community Advisory Board



Organizational Structure  
13 FTEs

# Principals Assembly

The legislative body of each principal shall appoint one of its members to represent the legislative body at the Principals Assembly.

## *Meeting Information*

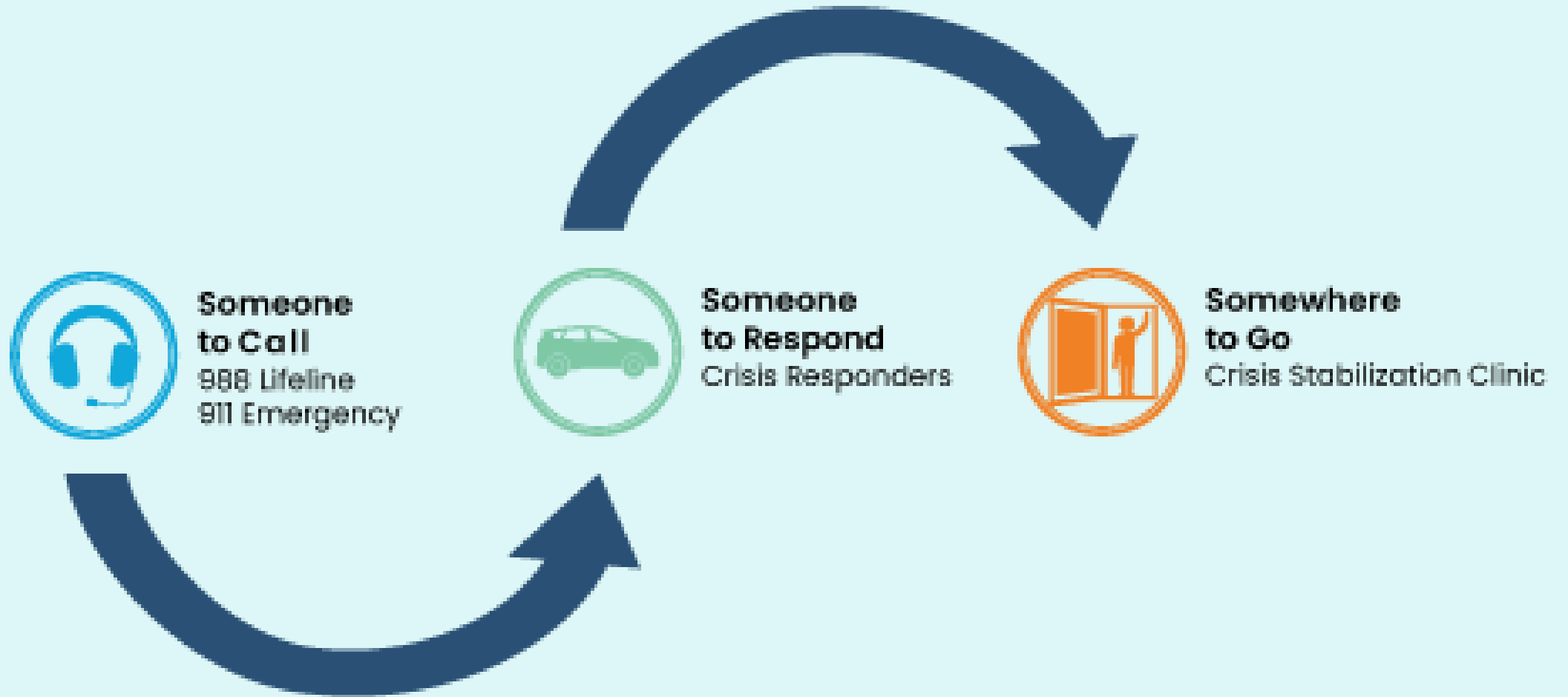
- Three times per year during the first biennium, at least one time per year thereafter
- First in-person meeting to be held June 28, 2023, 6-7:30pm
- Meetings likely to be 90 minutes, in person, location rotating through the cities



## Coming up...

- Dissolution of RADAR ILA
- Convening Operations Board
- Community Visioning Process

# Becoming a **Crisis Now** Community



# Crisis Triage Facility

- Connections Health WA
- State capital funding
- Planning to open 2024



# Questions?

Brook Buettner  
bbuettner@rcrwa.org



## RCR Principals Assembly Information Sheet

*The Regional Crisis Response (RCR) Agency* provides regional mobile crisis response on behalf of the cities of Bothell, Shoreline, Lake Forest Park, Kenmore and Kirkland to improve outcomes and services to community members experiencing crisis.

### *Principals Assembly Meeting Information*

- Three times per year during the first biennium, at least one time per year thereafter
- First in-person meeting to be held June 28, 2023, 6-7:30pm
- Meetings likely to be 90 minutes, in person, location rotating through the cities

### *About the Principals Assembly (from the ILA)*

The Agency shall hold a Principals Assembly not less than three times per year in the first biennium of the agency operations. Thereafter, the Principals Assembly shall be held at least one time per year. A Principals Assembly shall also be convened upon request of the legislative bodies of two or more Principals. If such Principals Assembly is convened, the legislative body of each Principal shall appoint one of its members to represent the legislative body at the Principals Assembly. The Principals Assembly shall be convened by the Executive Board for one meeting as a joint meeting with the Executive Board, at which the Executive Director shall present an annual report:

- (1) Reviewing the activities of Agency for the previous calendar year;
- (2) Presenting the work program and significant events for the upcoming calendar year;
- (3) Presenting a financial management report for Agency, including the year prior to the end of the current budget period, the proposed budget for the following budget period; and
- (4) Reporting on workload and performance benchmarks of Agency.

Also at the Principals Assembly, a representative from the Operations Board may present a report on its work in the prior calendar year, and priorities for the forthcoming year. At the Principals Assembly, the appointed legislative representatives may vote to recommend changes to the Agency's proposed budget policy, work program and performance measure program, and may provide additional comments and questions to the Executive Board and Executive Director. Voting by legislative representatives shall be on one-vote per Principal basis with a simple majority vote of Principals represented at the meeting required to approve any recommendation to be forwarded to the Executive Board. The agenda for the Principals Assembly shall be reported to the Executive Board no later than two weeks before such meeting by written report prepared by or at the direction of the Executive Director. The actions and recommendations of the Principals Assembly shall be advisory to the Executive Board.

### *Tentative agenda for the first meeting*

1. Report on services provided since 01/01/2023
2. Status report on RCR transition; operations plan for the coming quarter and/or year
3. Presentation of budget actuals and proposed framework for reconciliation
4. Initial discussion of workload & performance benchmarks, data collection strategy to inform future cost allocation by city
5. Presentation of the "Staffing Picture," current coverage and future state when fully staffed

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

<b>AGENDA TITLE:</b>	Discussion with the King County Regional Homelessness Authority on Development of their Five-Year Plan (2023-2028)		
<b>DEPARTMENT:</b>	Recreation, Cultural and Community Services		
<b>PRESENTED BY:</b>	Bethany Wolbrecht-Dunn, Community Services Manager		
<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 2015, the Shoreline City Council adopted Resolution No. 379 supporting King County’s proclamation of emergency regarding homelessness. Since then, the City has taken several actions related to addressing homelessness in Shoreline.

In 2019, King County and the City of Seattle entered into an interlocal agreement (ILA) to establish the King County Regional Homelessness Authority (KCRHA) with the goal of unifying and coordinating efforts related to the overall homelessness response system. In December 2022, Shoreline joined with other North King County cities to enter into an ILA for Homelessness Services with the KCRHA.

The 2019 ILA between King County and the City of Seattle which initially established the KCRHA required the agency to develop a Five-Year Plan. Tonight, staff will share information with the Council on the [draft KCRHA Five-Year Plan \(2023-2028\)](#) and the ‘Key Activities, Timeline, and Go First Strategies for Funding’ (Attachment A) which have been developed through the draft Plan revision process. Staff are interested in receiving the Council’s feedback on the Plan. Staff will be joined tonight by KCRHA’s Sub-Regional Planning Manager, Alexis Mercedes Rinck.

**RESOURCE/FINANCIAL IMPACT:**

This is a discussion item only and item has no direct financial impact.

**RECOMMENDATION**

No action is required. Staff recommends that the City Council ask questions and provide input on the King County Regional Homelessness Authority’s draft Five-Year Plan.

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

## **BACKGROUND**

Since the City's incorporation in 1995, the City has provided funding to programs that serve the unhoused in our community. This has generally been accomplished through the City's biennial competitive funding process to agencies that have a regional footprint. However, as concern about the unhoused regionally and nationwide increased, the City Council adopted [Resolution No. 379](#) in 2015 supporting King County's proclamation of emergency regarding homelessness in King County and the City's commitment to work with King County and partner agencies on plans to address homelessness.

While the City was working to support this Council Resolution and address homelessness in the Shoreline community, work was also proceeding between King County and the City of Seattle to improve the regional response to homelessness. This process started in 2005, when King County developed a Ten-Year Plan to End Homelessness. Despite these efforts between King County and Seattle, even more people were experiencing homelessness in our region by 2015. This caused the focus to shift to developing regional strategies that were focused on:

- Keeping people from becoming homeless in the first place;
- For those that do become homeless, working to make it as brief as an experience as possible; and
- Ensuring individuals and families do not experience homelessness again.

In May 2018, King County and the City of Seattle signed a Memorandum of Understanding committing to coordinate data, analysis, Request for Proposals, and evaluation processes related to investments in homelessness services. Further, King County and Seattle worked with several philanthropic groups to fund a critical review of the region's homelessness investments and to make recommendations for any changes. The Shoreline City Council was briefed on this progress and invited to comment on key questions related to this work during its June 17, 2019, Council meeting. More information on these regional efforts can be found here: [Discussion of the King County Homelessness System Redesign](#).

In response to these recommendations, King County and the City of Seattle entered into an [interlocal agreement in 2019](#) to establish the King County Regional Homelessness Authority (KCRHA) with the goal of unifying and coordinating efforts related to the overall homelessness response system. KCRHA staff attended the August 9, 2021, Council meeting to provide an overview of the new Authority and sub-regional planning activities. More information can be found here: [Discussion and Introduction of the King County Regional Homelessness Authority](#).

In 2020, Shoreline convened the North King County Shelter Task Force, which resulted in the opening of The Oaks Enhanced Shelter in partnership with King County and Lake City Partners Ending Homelessness in April 2021. At that time, Task Force members agreed that there was value in continuing as a sub-regional group to focus generally on homelessness in North King County. The group voted to become the North King County Coalition on Homelessness (Coalition) with a new chartered purpose:

*To support policies and community-based efforts to provide services, shelter and/or permanent housing options for those in our communities who are experiencing homelessness. We anticipate that the Coalition will ultimately serve as sub-regional hub for the King County Regional Homelessness Authority.*

The cities of Shoreline, Lake Forest Park, Kenmore, Bothell, and Woodinville each appointed a City Council representative to the Coalition. The Coalition serves as the North King County sub-regional hub for the KCRHA. More information about the Coalition can be found here: [Authorizing the City Manager to Enter Into the North King County Coalition on Homelessness Memorandum of Agreement](#).

Following the formation in the Coalition, in the spring of 2022, KCRHA began discussions with the Coalition regarding the development of subregional interlocal agreements to pool funding on a subregional basis in support of the goals of the KCRHA. The idea was discussed with the Coalition at several meetings and in separate meetings with Coalition member cities. The Shoreline City Council discussed the first draft of this agreement on August 15, 2022, and approved the [Interlocal Agreement \(ILA\) for Homeless Services with the KCRHA on December 12, 2022](#). The ILA outlines the use of the pooled funds, including provisions that the funds be distributed in alignment with sub-regional planning activities.

To inform future funding processes and the overall direction of the KCRHA, the agency is in the process of developing a Five-Year Plan. This Five-Year Plan is a legislatively required deliverable of KCRHA staff and the KCRHA Implementation Board and Governing Committee per the Interlocal Agreement which established the agency in December 2019.

## **DISCUSSION**

### **KCRHA Five-Year Plan (2023-2028) Development**

As noted above, the [draft KCRHA Five-Year Plan \(2023-2028\)](#) is a legislatively required deliverable of KCRHA staff and the KCRHA Implementation Board and Governing Committee. The 11-member [Governing Committee](#) includes elected officials (including three elected officials representing the Sound Cities Association) and people with lived experience of homelessness and provides high level guidance, oversight and budget approval. The [Implementation Board](#) has 13 members and includes people with experience in the fields of housing, health and homelessness. Their main role is goal setting and oversight, similar to a board of directors.

KCRHA staff began the process of developing the Five-Year Plan by looking to other developed plans and frameworks such as the [King County Regional Action Framework](#) and the [National Innovation Service report and recommendations](#).

Leading up to the development of the draft Plan, KCRHA staff were heavily engaged with various stakeholders around King County. The KCRHA Sub-Regional Planning Team has tracked their community reach and has connected with 500 different stakeholders in one-on-one focused conversations. Various teams within the organization also support and are actively engaged in regional tables, hold base building spaces where service providers convene, and meet with jurisdictions and

system partners. In July 2022 for instance, KCRHA convened 38 workshops that engaged over 400 people. Teams were invited to bring these workshops to coalition meetings, community tables, and advocacy organizations, in addition to regular standing sessions that the KCRHA hosts.

In the following phase of engagement to inform this plan, which occurred in the fall of 2022, KCRHA staff convened groups to ensure the input of specific subpopulations was gathered, including populations that interact with the systems that are highlighted in the Interlocal Agreement that created KCRHA. Leading up to the release of the draft Five-Year Plan, KCRHA staff estimate that over 1,000 King County community members were engaged throughout this process to inform the draft Plan.

Since the [release of the initial draft Five-Year Plan](#) in January 2023, KCRHA staff have been collecting feedback from government partners, people with lived experience, community partners, and the public through formal letters, emails, in-person engagements, three “Lunch and Learns”, provider leadership briefings, a public feedback survey.

The Sub-Regional Planning Team prepared a recommendation memo that includes proposed revisions to the draft Five-Year Plan based on the feedback from partners, a synthesis of the survey findings, and an appendix with all supporting documentation (letters, emails, notes from engagements, survey findings) to support the deliberative process for the subcommittee of the Implementation Board called the System Planning Subcommittee.

### **North City County Engagement**

Throughout the development of the draft Five-Year Plan, the North King County Coalition on Homelessness received regular monthly updates on the process and provided regular feedback. Additionally, in August 2022, KCRHA held a North King County System Partners workshop co-sponsored by the North Urban Human Services Alliance (NUHSA) to develop a deeper understanding of system partners relationships and priorities to inform the Five-Year Plan

### **North King County Feedback Summary**

- **Regional Approach** - As demonstrated by the initiation and completion of the ILA for Homelessness Services between the North King County cities and the KCRHA, North King County is supportive of a coordinated, regional response to homelessness in the region. However, the North King County Coalition on Homelessness (Coalition) has expressed a desire to have better representation from North King within KCRHA’s structure. Specifically, the Coalition elevated the need for KCRHA have a sub-regional planner dedicated to North King County, have a representative from North King County sit on the Implementation Board, and have KCRHA board and committee meetings have more rotating locations so they are hosted across the county.
- **Programs** - North King County sees gaps and opportunities in the ways that the KCRHA develops and carries out programs. Specifically, the Coalition would like

additional clarity around procurement of new programs, how new funding will be identified and allocated for new and existing programs and defining program terms such as emergency response and wrap-around services. The Coalition also raised the issue of ensuring provider staff are not only paid a living wage, but that KCRHA and service providers are also invested in their overall wellbeing. Finally, programs need to be accountable to people accessing them, including clear, barrier-free ways to report to the [Office of Ombuds](#) and developing information sharing techniques that allow for a diversity of communication mechanisms.

- **System Collaboration** – The Coalition recognizes that KCRHA cannot act alone in eliminating homelessness and therefore flagged a few places where collaboration with other systems, particularly the behavioral health system, should be required and concrete. The Coalition expressed curiosity around how behavioral health centers may interact with shelter and housing models and if there are specific steps to integrate the two systems. They also recognize that changes in legislation are paramount to change current systems and promote effective, person-centered services.

### **Five-Year Plan Revision and Approval Process**

The primary body taking up changes to the Five-Year Plan is a subcommittee of the Implementation Board known as the System Planning Committee. This body began meeting in late January. As a way to keep the Implementation Board and public involved in the revision and ultimate approval process, the System Planning Committee meeting materials will include phased components of the revised plan. The following is the schedule for releasing components of the Plan publicly and for potential Plan adoption:

- **Implementation Board System Planning Committee – April 27<sup>th</sup>**
  - Materials posted publicly included sections: Acknowledgements, Executive Summary, About KCRHA, Scale and Scope, Current State, Vision for Future State, Vision, Metrics
- **Implementation Board System Planning Committee – May 4<sup>th</sup>**
  - Materials posted publicly included sections: Years 1-2, Years 3-5
- **Regular Implementation Board Meeting – May 10<sup>th</sup>**
  - Discussion of the Plan
- **Implementation Board System Planning Committee – May 11<sup>th</sup>**
  - Materials posted publicly will include sections: Resources for the Present and for the Future, What We Currently Fund, Reprocurement, Transforming what we Fund, What KCRHA Would do with New Funding
- **Implementation Board System Planning Committee – May 18<sup>th</sup>**
  - Full revised version will be published with materials
- **Implementation Board Special Meeting - Week of May 22<sup>nd</sup>**
  - Vote to recommend the Five-Year Plan
- **Governing Committee Meeting – June 1<sup>st</sup>**
  - Final review and vote to approve the Five-Year Plan (2023-2028)

Additionally, KCRHA staff is providing outreach to city councils throughout King County to discuss the Plan, which is occurring in Shoreline tonight. Further outreach will occur in the fall of 2023 to review and seek feedback on the forthcoming North King County Sub-Regional Plan.

Attachment A to this staff report provides the ‘Key Activities, Timeline, and Go First Strategies for Funding’ for the revised Five-Year Plan. This attachment outlines the most current information on the revised Plan. The document outlines actions in the plan by year with information on impact and status.

### **Tonight’s Council Discussion**

Tonight, Alexis Mercedes Rinck, Sub-Regional Planning Manager from the KCRHA, will present information on the Five-Year Plan, solicit feedback, and be available for Council questions.

### **COUNCIL GOALS ADDRESSED**

This staff report specifically addresses the following 2023-2025 Council Goal and Action Steps:

- Council Goal #5: *Promote and enhance community safety, healthy neighborhoods, and a coordinated response to homelessness and individuals in behavioral health crisis.*
  - *Council Goal 5, Action Step 10 – Continue providing leadership and engagement with the North King County Coalition on Homelessness (NKCCCH) and the KCRHA to ensure development of appropriate sub-regional homelessness response strategies and implementation activities for North King County.*

### **RESOURCE/FINANCIAL IMPACT**

This is a discussion item only and item has no direct financial impact.

### **RECOMMENDATION**

No action is required. Staff recommends that the City Council ask questions and provide input on the King County Regional Homelessness Authority’s draft Five-Year Plan.

### **ATTACHMENT**

Attachment A: KCRHA Five-Year Plan - Draft Key Activities, Timeline and Go First Strategies for Funding

## Years 1 - 2

**The following are a series of actions that KCRHA and our partners will work on together during the first two years of this plan; all of these actions can be achieved under the current allocated budget and do not require additional funding. The rows highlighted in yellow represent new initiatives from the previous released draft of the plan. The rows highlighted in green represent initiatives that were combined to provide clarity and simplicity.**

Year 1 - Year 2			
Key Actions	Topic Areas	Impact	Status
Develop a real-time bed availability tool inclusive of all types of shelter and emergency housing	Data Resource Availability	<i>Insight into real-time shelter vacancies will allow for greater enrollments into the shelter system at any given time which will <b>improve our understanding of how many single adults, families and youth may be accessing the system.</b></i>	In-Motion
Partner with the behavioral health organizations to support connections to behavioral health services.	Behavioral Health Health Care High-Acuity System Connection Enhanced Care	<i>Establishing connections and providing smooth transitions for individuals to behavioral health supports enhances the quality of care, mitigates future needs for support, and increases the chances of success in permanent housing; ultimately <b>reducing rates of return into homelessness and increasing throughput in homelessness programs.</b></i>	
Partner with King County Behavioral Health and Recovery Division and Public Health and Healthcare for the Homeless	Behavioral Health Health Care	<i>Partnerships across systems allows for efficient use of resources, better understanding of system processes, and increased ability to care for people quickly which can <b>increase the chances of success in permanent housing,</b></i>	In-Motion



Network to improve communication, coordination, education, and information sharing across our homelessness response system for high acuity individuals.	High-Acuity System Connection	<i>increase throughput in our system, and reduce returns to homelessness.</i>	
In partnership with local jurisdictions, bolster regional infrastructure development of homelessness services while maintaining the current level of services in every sub-region.	Sub-Regional Planning Infrastructure	<i>Working with cities and ensuring there are ample housing options across the region will <b>increase the number of temporary and permanent units available in the system.</b></i>	
Coordinate with faith-based communities to identify untapped physical spaces to be used in severe weather shelters.	Severe Weather Community Involvement	<i>With increased sheltering options, we will have a better understanding of the scale of unsheltered homelessness and <b>more individuals will become connected to services.</b></i>	In-Motion
Identify and evaluate spaces for severe weather with cities to expand the number of indoor options during severe weather events	Severe Weather	<i>With increased sheltering options, we will have a better understanding of the scale of unsheltered homelessness and <b>more individuals will become connected to services.</b></i>	In-Motion
Deploy coordinated severe weather response that incorporates innovative practices and responds to immediate needs	Severe Weather Standardize	<i>With increased sheltering options, we will have a better understanding of the scale of unsheltered homelessness and more individuals will become connected to services which should <b>ultimately work towards increases of exits to permanent housing.</b></i>	In-Motion
Expand outreach contracts to be appropriately staffed during severe weather events, including evening support.	Severe Weather Outreach	<i>The ability to reach more people through outreach will provide <b>more opportunities for individuals to access services.</b></i>	In-Motion
Incorporate allowances for severe weather shelter response into existing contracts, to support	Severe Weather Standardize	<i>Standardization of approach across the system means that KCRHA can more reliably and consistently activate emergency protocols which should <b>increase opportunities</b></i>	

a standardized severe weather response.		<b>for unsheltered individuals to access services.</b>	
Improve guests' connection to services beyond the severe weather event.	Severe Weather Coordinated Services	<i>Through building in protocols that would have a severe weather shelter act as a pathway into receiving further care and housing support, we should <b>increase opportunities for unsheltered individuals to access services and provide more pathways to exit to permanent housing.</b></i>	In-Motion
Align with cities' comprehensive planning efforts for the future development of temporary and permanent housing options.	Sub-Regional Planning Infrastructure	<i>Working with cities and ensuring there are ample housing options across the region will <b>increase the total number of temporary and permanent housing units available in the system.</b></i>	
Improve coordination between Domestic Violence and Gender-Based Violence services to support families and individuals.	Families Single Adults DV/GBV Coordinated Services Population-Specific Care	<i>Through supporting this coordination, more single adults, families and youth should be able to <b>exit into permanent housing and increase throughput of the system.</b></i>	
Enhance therapeutic support at existing programs supporting high acuity clients.	High-Acuity Enhanced Care Population-Specific Care	<i>Providing greater therapeutic services to those in need of such services <b>will support a greater number of clients accessing the system</b> by ensuring they have adequate care in a temporary or permanent housing. Adequate care at each step of service will also support an <b>increased throughput through the system.</b></i>	Work will begin in Years 1-2 in a limited capacity. Additional funding is needed to implement the scale needed to meet the need.
Resource outreach services with appropriate staffing and pathways to housing options.	Outreach Coordinated Services	<i>Increased resources to outreach will allow for outreach staff being able to spend more time with clients to get them connected to additional services and supports which will</i>	Work will begin in Years 1-2 in a limited capacity. Additional

		<i>lead to <b>greater access of the homelessness response system and increases in exits to permanent housing.</b></i>	funding is needed to implement the scale needed to meet the need.
Increase capacity-building support to BIPOC organizations that are staffed by and serving disproportionately impacted communities, in order to support their entrance into or expand their homelessness service work.	Equity Capacity Disproportionately Represented Populations Population-Specific Care	<i>The expansion of services by BIPOC organizations will support <b>addressing the racial disproportionalities of homelessness, increasing access to the system and ultimately more exits to permanent housing.</b></i>	In-Motion  Work will begin in Years 1-2 in a limited capacity. Additional funding is needed to implement the scale needed to meet the need.
Regularly evaluate the level of funding and percentage of investment into organizations and programs designed to support the needs of needs of Black, Native, LGBTQIA2S+, immigrant and refugee, people living with disabilities, and people exiting incarceration	Data Funding Disproportionately Represented Populations Population-Specific Care	<i>The expansion of services by BIPOC organizations will support <b>addressing the racial disproportionalities of homelessness, increasing access to the system and ultimately more exits to permanent housing.</b></i>	In-Motion
Expand administrative capacity to support the development of population-specific procurement, particularly focused on emergency housing options for Trans and gender non-conforming individuals.	Administrative Disproportionately Represented Populations Procurement Population-Specific Care	<i>Increased administrative capacity of population-specific procurements will <b>increase the number of temporary housing options.</b></i>	

<p>Develop funding opportunities for BIPOC “By and For” organizations to expand culturally relevant approaches</p>	<p>Disproportionately Represented Populations Equity Funding Population-Specific Care</p>	<p><i>The expansion of services by BIPOC organizations will support <b>addressing the racial disproportionalities of homelessness, increasing access to the system and ultimately more exits to permanent housing.</b></i></p>	
<p>Expand outreach tailored to families experiencing homelessness.</p>	<p>Outreach Families</p>	<p><i>Greater access to outreach and diversion services will increase the number of families with children who access the homelessness response system, as well as <b>increase their ability to find permanent housing.</b></i></p>	
<p>Develop and implement a grievance process that is accessible, safe, and responsive to resolve client or funded partner concerns, problems, or complaints.</p>	<p>Ombud Accountability</p>	<p><i>Data from the grievance processes developed under this initiative will allow KCRHA to better adjust services to better meet the needs of individuals accessing services. Implementing these adjustments will <b>increase access to the system and the number of exits to permanent housing.</b></i></p>	<p>In-Motion</p>
<p>Deploy an effective communications strategy to ensure the Ombuds Office is well-known and easily accessible, including the creation of centralized contact mechanisms (e.g., a hotline)</p>	<p>Ombud Accountability Administrative</p>	<p><i>Increased knowledge about the Ombuds Office will allow for increased trust in the service response system which will <b>increase the number of people who will access the system.</b></i></p>	<p>In-Motion</p>
<p>Provide regular reports to the Implementation Board on grievances filed and resolved by the Ombuds office, including relevant demographic trends in reports filed.</p>	<p>Ombud Accountability Administrative Data</p>	<p><i>Data from the grievance processes developed under this initiative will allow KCRHA to better adjust services to better meet the needs of individuals accessing services. Formalizing adjustments with policy from the board will <b>increase access to the system and the number of exits to permanent housing.</b></i></p>	

Stand-up an Ombud's Advisory Board.	Ombud Accountability Administrative	<i>The advisory board will be able to direct and consult with the Office to adjust protocols and strategies to better meet the needs of individuals. Building greater trust in the Office from improved protocols and strategies should ultimately <b>increase access to the system and the number of exits to permanent housing.</b></i>	In-Motion
Continue improving Coordinated Entry prioritization mechanisms based on sub-regional information and Homelessness Management and Information Systems data as well as feedback from people with lived experience.	Coordinated Entry Sub-Regional Planning Data Accountability	<i>Improvements to Coordinated Entry informed by these sources will drive more successful housing placements which should lead to <b>increased throughput of the system and decreasing rates of return to homelessness.</b></i>	
Develop administrative capacity to support the Advisory Committee in their role advising the functions of Coordinated Entry.	Coordinated Entry Accountability	<i>Improved oversight of Coordinated Entry will support more successful housing placements which should lead to <b>increased throughput of the system and decreasing rates of return to homelessness.</b></i>	In-Motion
Review and modify the design of the Regional Access Point program to improve the client experience and access to housing.	Coordinated Entry Sub-Regional Planning Data Accountability	<i>Improved access to services through a Regional Access Point will <b>increase the number of single adults, families and youth who can access the system.</b></i>	
Establish an equitable procurement process.	Procurement Funding	<i>Equity in the procurement process will drive more geographic and sub-population specific distribution of resources which should <b>address racial disproportionalities of homelessness while also increasing exits to permanent housing.</b></i>	In-Motion
Implement a phased portfolio re-procurement process with comprehensive geographic	Procurement Sub-Regional	<i>Equity in the procurement process will drive more geographic and sub-population specific distribution of resources which should <b>increase access to the system,</b></i>	In-Motion

<p>coverage, service continuity with housing-focused resources at all points of connection, and close coordination with sub-population-specific providers.</p>	<p>Planning Equity Disproportionately Represented Population Population-Specific Care</p>	<p><i><b>improve throughput, increase the exits to permanent housing, and reduce returns to homelessness.</b></i></p>	
<p>Modify program reporting requirements to support meaningful data collection that captures system-wide performance outcomes and accounts for the full scope and nature of contracted services.</p>	<p>Data Accountability Performance Measurement</p>	<p><i>Capturing the data that is more meaningful to client experience will allow for better insight into what is and is not working well in our system. This provides a more accurate diagnostic tool for program and policy changes that can ultimately <b>increase access to the system as well as exits to permanent housing.</b></i></p>	
<p>Develop standards of best practices to be included in contract requirements in serving the needs of Black, Native, LGBTQIA2S+, immigrants and refugees, people living with disabilities, elders, and people exiting incarceration</p>	<p>Procurement Standardization Disproportionately Represented Populations Population-Specific Care</p>	<p><i>Ensuring best practices and approaches are implemented means that these populations will be better served by the system which should drive <b>decreases in racial disproportionalities of homelessness by race while also increasing exits to permanent housing.</b></i></p>	<p>In-Motion</p>
<p>Design YYA programs, policies, and practices in partnership with young people to cultivate a strong sense of self-efficacy and belonging.</p>	<p>YYA Program Design Population-Specific Care</p>	<p><i>Youth and Young Adults (YYA) involved in program design will yield models that better account for the needs of YYA long term which should <b>increase exits to permanent housing, and decrease rates of return into homelessness.</b></i></p>	
<p>Integrate requirements for healing-centered and</p>	<p>Program Design</p>	<p><i>Integrating and requiring these approaches into programs</i></p>	

strengths-based approaches into all KCRHA-contracted services.	Procurement Standardization	<i>will increase exits to permanent housing.</i>	
Evaluate program requirements to establish flexibility in funding.	Program Design Procurement Standardization Funding	<i>Adjusting program requirements to support flexibility for participants will improve an individual's continuation within a program which should <b>increase exits to permanent housing.</b></i>	In-Motion
Establish a King County Youth Action Board (YAB) composed of a diverse group of Youth and Young Adults (YYA) with lived experience of homelessness to ensure that the voices of those most affected are centered in developing solutions.	YYA Standardization Accountability Population-Specific Care	<i>Youth and Young Adults (YYA) involved in program design will yield models that better account for the needs of YYA long term which should <b>increase exits to permanent housing, and decrease rates of return into homelessness.</b></i>	In-Motion
Refine and maintain, through quarterly updates, the Regional Services Database/Landscape Analysis of all homelessness programs within King County to support data-driven planning.	Data Accountability Sub-Regional Planning	<i>Publicly available/accessible insight into all programs for people experiencing homelessness will allow for greater enrollments into the shelter system at any given time which will <b>increase the number of single adults, families and youth who can access the system.</b></i>	In-Motion
Create an accurate and live inventory of all publicly funded homeless housing and shelter projects in the region.	Data Accountability Sub-Regional Planning Coordinated Services	<i>Publicly available/accessible insight into all programs for people experiencing homelessness will allow for greater enrollments into the shelter system at any given time which will <b>increase the number of single adults, families and youth who can access the system.</b></i>	In-Motion
Create a Community Based Participatory Research group	Data	<i>Living into the Theory of Change and having data design and interpretation by those with lived experience will</i>	In-Motion

within KCRHA comprised of individuals from communities most impacted by homelessness	Accountability Disproportionately Represented Populations	<i>improve our research methods which will improve our overall understanding of how homelessness is experienced.</i>	
Coordinate across providers and systems to provide long-term support for families transitioning from homelessness to permanent housing.	Coordinated Services System Coordination Families Population-Specific Care	<i>Greater support to families with children transitioning to permanent housing should allow for <b>fewer returns to homelessness.</b></i>	
Support outreach coordination efforts in each sub-region to encourage alignment, expansion, and effectiveness.	Coordinated Services Sub-Regional Planning	<i>Greater access to outreach and diversion services will increase the number of families with children who access the homelessness response system, as well as <b>increase their ability to find permanent housing.</b></i>	
Support coordination, via KCRHA base building spaces, between agencies providing diversion services to share information and serve clients more efficiently.	Coordinated Services Diversion / Prevention Program Design	<i>Coordination between providers will drive towards a more effective way to serve people which should <b>increase exits to permanent housing.</b></i>	In-Motion
Support training for community members, advocacy groups, and faith-based groups to be more engaged in our shared homelessness response.	Community Involvement	<i>More community members trained and able to support our unhoused neighbors will support <b>increasing the number of people accessing the system.</b></i>	In-Motion



Initiate and maintain relationships with private landlords, local jurisdictions, and business and philanthropy.	Community Involvement System Coordination	<i>An increased number of available housing units allows for <b>greater availability to directly move single adults into permanent housing.</b></i>	In-Motion
Collaborate with sub-regional collaborative coalitions and local jurisdictions to develop local support for sub-regional implementation plans	Sub-Regional Planning System Coordination Standardization	<i>Regional alignment will support the ultimate onlining of new temporary and permanent housing intervention which should <b>increase the total number of people exiting into permanent housing.</b></i>	In-Motion
Analyze regionwide data, such as the Understanding Unsheltered Homelessness Project (UUHP) dataset, with a sub-regional lens to better understand sub-regional differences.	Data Accountability Sub-Regional Planning Standardization	<i>Living into the Theory of Change and having data design and interpretation by those with lived experience will improve our research methods which will improve our overall understanding of how homelessness is experienced.</i>	
Identify and work with people with lived experience in every sub-region to understand the experience of homelessness and how it relates to where someone lives in King County	Sub-Regional Planning Accountability Community Involvement	<i>Living into the Theory of Change and having data design and interpretation by those with lived experience will improve our research methods which will improve our overall understanding of how homelessness is experienced.</i>	In-Motion
Create opportunities for people with lived experience to give feedback on the CE processes	Accountability Coordinated Entry	<i>Improvements to Coordinated Entry informed by these sources will drive more successful housing placements which should lead to <b>decreasing rates of return to homelessness.</b></i>	In-Motion

<p>Continue to pilot Partnership for Zero with integration of improvements to By-Name-List technology, incident command systems, and Medicaid billing.</p>	<p>Innovation Funding Data Technology</p>	<p><i>Housing people through this intervention <b>increases the total number of people exiting to permanent housing.</b> Building out Medicaid billing will allow for an additional sustained funding stream for the RHA, which can be used to scale this effort, allowing for <b>greater access to the homelessness service system.</b></i></p>	<p>In-Motion</p>
<p>Develop capacity in homelessness response system to better leverage entitlement program benefits.</p>	<p>Capacity Funding Administrative</p>	<p><i>Connecting people experiencing homelessness to direct-benefit entitlement programs will increase household incomes, allowing for <b>more opportunities to obtain and keep permanent housing.</b> Additional entitlement programs will allow us to reposition local funding towards other supportive wrap-around services and/or to <b>increase the number of temporary housing units</b> in King County.</i></p>	
<p>Pursue additional funding opportunities across federal, state, local and philanthropic sources to expand services and support.</p>	<p>Funding Administrative</p>	<p><i>Increasing funding in our system allows the KCRHA to <b>increase the number of temporary and permanent housing units</b> in King County, <b>increasing the number of people who can access the system, and drive higher throughput across the system.</b></i></p>	<p>In-Motion</p>
<p>Provide local jurisdictions with information to support data-driven decision-making on the region's homelessness response system, including program and investment recommendations</p>	<p>Data Accountability Sub-Regional Planning System Coordination Standardization</p>	<p><i>Increasing funding in our system allows the KCRHA to <b>increase the number of temporary and permanent housing units</b> in King County, <b>increasing the number of people who can access the system, and drive higher throughput across the system.</b></i></p>	<p>In-Motion</p>
<p>Coordinate with advocacy organizations to increase state and federal funding into</p>	<p>Community Involvement</p>	<p><i>Increasing funding in our system allows the KCRHA to <b>increase the number of temporary and permanent</b></i></p>	<p>In-Motion</p>

homelessness response.	Funding	<i>housing units in King County, increasing the number of people who can access the system, and drive higher throughput across the system.</i>	
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## Years 3 - 5

The following are a series of actions that KCRHA and our partners will conduct in years three through five of the plan, assuming there are no increases to the program or administrative budget at KCRHA in the next budget cycle. These actions do not require additional funding.

<b>Year 3 - Year 5</b>		
<i>Key Actions</i>	<i>Who Does This Serve?</i>	<i>Impact</i>
Develop By-Name lists for each household type (e.g. family, single adult, young adult).	Data Technology Coordinated Services Standardization Innovation	<i>Having up-to-date, accurate information of all people experiencing homelessness in King County will allow the RHA to better connect the right people to the right resources at the right time. This will <b>increase the total number of people exiting to and maintaining permanent housing while driving greater throughput in the system.</b></i>
Partner with technology leaders and developers to create a platform that allows program participants to see and interact with their data.	Technology Accountability Coordinated Services Innovation	<i>Improvements to services informed by lived experience will drive more successful housing placements which should lead to <b>decreasing rates of return to homelessness and increased throughput in the system.</b></i>
Consolidate all severe weather emergency response functions for those living unsheltered to support a centralized response	Severe Weather Standardization	<i>Standardization of approach across the system means that KCRHA can more reliably and consistently activate emergency protocols which should <b>increase the number of unsheltered people accessing the system.</b></i>

<p>To support standardization across the region for a true regional response.</p> <p>Centralize the severe weather emergency response by establishing role clarity across systems and standardizing shelter response.</p>	<p>Sub-Regional Planning</p> <p>Coordinated Services</p>	
<p>Sign sub-regional agreements with all seven KCRHA-defined sub-regions to pool funding for homelessness services</p>	<p>Sub-Regional Planning</p> <p>Funding</p> <p>System Coordination</p>	<p><i>Working with cities and to create more efficiency in homelessness services will improve resource allocation to support housing options across the region will <b>increase exits to permanent housing</b>. An increased number of cities providing centralized funding for homelessness response may also <b>increase the number of temporary and permanent units in the system</b>.</i></p>
<p>Establish liveable wage requirements in new Requests for Proposals (RFP) and contracts using findings from upcoming wage equity studies.</p>	<p>Procurement</p> <p>Capacity</p>	<p><i>Liveable wages will stabilize the front-line workforce which will allow for retaining more staff which will help more clients to maintain meaningful relationships with their case managers and other staff who are supporting their transition to permanent housing. Ultimately, this will <b>increase exits to permanent housing, decrease returns, and increase throughput of the system</b>.</i></p>
<p>Expand funding support to implement evidence-based strategies in programs that serve families</p>	<p>Funding</p> <p>Families</p> <p>Population-Specific Care</p>	<p><i>Increased programs for families will <b>increase the number of families with children who access the homelessness response system</b>, as well as <b>increase their ability to find permanent housing</b>.</i></p>
<p>In partnership with organizations that serve historically marginalized communities, develop an inventory of successful approaches and best practices for other programs to integrate. Develop qualitative and quantitative evaluation tools to understand how these approaches</p>	<p>Data</p> <p>Technology</p> <p>Population-Specific Care</p> <p>Disproportionately Represented Pops</p>	<p><i>Implementation of these best practices across the system will support <b>increased exits to permanent housing for BIPOC, LGBTQIA+, and other historically marginalized communities</b>.</i></p>

work for historically marginalized communities.	Innovation	
Develop pathways for immigrants, refugees, and asylum seekers that consider the varying levels of eligibility and documentation requirements.	Population-Specific Care Innovation System Coordination	<i>Developing tailored approaches will support an <b>increases in access to the system and exits to permanent housing</b> for immigrants, refugees and asylum seekers.</i>
Change the eligibility requirements for diversion resources to allow for those at risk of experiencing homelessness to access diversion services, rather than exclusively people already experiencing homelessness.	Program Design Prevention / Diversion	<i>Greater upstream support for people to maintain their current housing situation will <b>decrease the number of people entering the homelessness service system.</b></i>
Increase provider access to diversion training to ensure best practices are followed	Prevention / Diversion Accountability Best Practices	<i>Training will allow for providers to better utilize and deploy diversion funds which will <b>increase exits to permanent housing.</b></i>
Remove the 30- to 45-day time limit to complete diversion to accommodate households with complex needs	Prevention / Diversion Population-Specific Care	<i>Adjusting program requirements to support flexibility for participants will improve an individual's continuation within a program which should <b>increase exits to permanent housing.</b></i>
Work with diversion providers to include case management support for three to six months after financial assistance is provided	Prevention / Diversion Population-Specific Care Coordinated Services	<i>Extending case management will help clients who receive diversion funds to be able to maintain their housing which should <b>decrease returns to homelessness.</b></i>
Review existing region wide data collection practices with a racially-equitable lens	Data Accountability Standardization	<i>Adjusting data collection methods to better account for a racially equitable understanding should drive <b>decreases in racial disproportionalities of homelessness by race while also increasing exits to permanent housing.</b></i>

	Racial Equity Best Practices	
Develop inquiry and evaluation methods rooted in innovative and evidence-based methodology to further inform performance measurement practices	Accountability Performance Measurement Best Practices	<i>Changes to evaluation methods will pave the way for different understanding of what makes a program successful; through redefining what success looks like, programs that take more culturally responsive approaches will have avenues for expansion. This should drive a <b>greater number of BIPOC, LGBTQIA+, and other historically marginalized populations exiting to permanent housing.</b></i>
Develop and implement a culturally-responsive service provision audit framework for all disproportionately impacted populations	Disproportionately Represented Populations Accountability Administration	<i>Increasing accountability for best practices and approaches when serving disproportionately impacted sub-populations should improve supports for these communities and should drive a <b>great number of people from those communities to exit to permanent housing.</b></i>
Work with technology developers to create and deploy a platform that allows for direct client feedback to KCRHA independent of a provider or surveyor. <ul style="list-style-type: none"> <li>• Ensure that it is accessible, easy to use, and available to all.</li> <li>• Develop a continuous improvement process to ensure the system is updated and dynamic.</li> <li>• Connect the platform with other systems of care.</li> <li>• Identify ways to manage information on supportive services, such as case management openings or availability of clinical supports from other systems</li> </ul>	Accountability Technology Coordinated Services System Coordination Innovation	<i>Improvements to programs informed by lived experience will drive more successful housing placements which should lead to an <b>increase in exits to permanent housing, greater throughput of the system, and decreases in returns to homelessness.</b></i>

Develop processes to ensure units across the region are filled through Coordinated Entry.	Coordinated Entry Administration	<i>A coordinated system rooted in equity built into the Coordinated Entry referral process will drive <b>decreases in racial disproportionalities of homelessness by race while also increasing access to the system.</b></i>
Implement effective Coordinated Entry compliance mechanisms for all housing programs in the Continuum of Care.	Coordinated Entry Accountability Administration	<i>Improved accountability for housing programs within Coordinated Entry will support more successful housing placements which should lead to <b>decreasing rates of return to homelessness.</b></i>
Strengthen partnerships between homeless service providers, KCRHA, and key staff and faculty within school districts across King County to prevent more families and youth from becoming homeless.	System Coordination Prevention / Diversion Families YYA	<i>Partnerships across systems allows for efficient use of resources, better understanding of system processes, and increased ability to care for people quickly which can allow people to better maintain their current housing, ultimately <b>decreasing the number of new families entering and youth entering the homelessness service system.</b></i>
Establish a data connection between the homelessness system and school districts to improve reporting and prevention.	Data System Coordination Prevention / Diversion Families YYA	<i>Partnerships across systems allows for efficient use of resources, better understanding of system processes, and increased ability to care for people quickly which can allow people to better maintain their current housing, ultimately <b>decreasing the number of new families entering and youth entering the homelessness service system.</b></i>
Identify and support the implementation of clear policy and programming strategies to engage families identified as experiencing homelessness by schools and connect them with the necessary supports	Families System Coordination Prevention / Diversion	<i>Partnerships across systems allows for efficient use of resources, better understanding of system processes, and increased ability to care for people quickly which can <b>increase the chances of success in permanent housing.</b></i>
Align KCRHA strategies focused on children and youth with King County's Best Starts for Kids best	YYA System Coordination	<i>Strategic alignment on investments into addressing the needs of families with children should allow for more consistent, reliable access to the system for families with children and youth and young adults. This should</i>



practices.	Standardization	<i>allow for <b>greater throughput of the homelessness response system</b> and a <b>greater number of exits to permanent housing</b>.</i>
Partner with hospitals and medical facilities to improve connections with pediatric clinical staff to support greater levels of support and connection for families	System Coordination Families Health Care	<i>Partnerships across systems allows for efficient use of resources, better understanding of system processes, and increased ability to care for people quickly which can <b>increase the chances of success in permanent housing for families</b>.</i>
Strengthen coordination between providers and other systems through collaborative convenings	Coordinated Services System Coordination Accountability	<i>Partnerships across systems allows for efficient use of resources, better understanding of system processes, and increased ability to care for people quickly which can <b>increase the chances of success in permanent housing, greater throughput across the system, and decrease returns to homelessness</b>.</i>
Create strong connections with the child welfare system to create proactive connections for youth exiting foster care or other youth programs or settings.	Coordinated Services System Coordination Accountability YYA Families	<i>Partnerships across systems allows for efficient use of resources, better understanding of system processes, and increased ability to care for people quickly which can increase the chances of success in permanent housing; ultimately <b>reducing rates of return into homelessness</b>.</i>

## What KCRHA Would Do With New Funding

<b>Priority Strategies If New Funding Becomes Available</b>	
<i>Key Actions</i>	<i>Examples of Impact</i>
Expand Non-Congregate Shelter and Emergency Housing Beds/Units.	<p><b>\$20,000,000+</b> <span style="float: right;">55-500 Beds Depending on Service Model</span></p> <p>If funding increases are permitted, further expanding non-congregate and emergency housing options would be a priority.</p>
Medical Recuperation and High-Acuity Programs.	<p><b>\$20,000,000</b> <span style="float: right;">55 High Acuity Beds</span></p> <p>Aligned with priority in draft Five Year Plan and with the 2023 budget proposal which requested \$20 million for a high acuity shelter to have 55 high acuity beds.</p>
Implement pilot cash transfer programs for families with children and/or youth and young adult populations (YYA).	<p><b>\$750,000</b> 50 Households Receive Monthly Stipends of \$1,250</p> <p>Would expand the number of youth or families served by the pilot if funding permitted.</p>
Scale diversion resources, with the goal of diverting 6% or roughly 1,400 households in flowing into homelessness annually.	<p><b>\$2,500,000</b> <span style="float: right;">Additional 700+ Households Served</span></p> <p>An increase of this magnitude would provide sufficient funding to scale diversion to the diversion services for the number of households</p>
Pivot severe weather response to a seasonal weather response rather than only in severe and life-threatening circumstances.	<p><b>\$1,000,000+</b> <span style="float: right;">Seasonal Deployment Across King County</span></p> <p>Increasingly volatile weather conditions are exacerbating the need for more</p>

	regular deployment of weather sheltering options.
Increase flexible funding to support staff wages and staff health and wellness, including sign-on bonuses, compensation for vicarious trauma, and compensation for exposure to hazards and communicable diseases	<b>\$15,000,000</b> Based on the <a href="#">2023 budget proposal</a> , this figure represents a permanent 13% addition to provider base budgets to increase wages system-wide. The anticipated benefit of this is to provide the system with sufficient capacity to staff expanding services.
System Capacity Building	<b>\$2,000,000+</b> These investments would support the training or agency capacity needed to ensure person-centered care, healing-based practices, wrap-around supports in emergency services, and administrative capacity to leverage additional funding streams, such as Medicaid. Depending on the amount of additional funding provided, more resources could be targeted to this area.

**Additional Descriptions**

Direct Cash Transfers: State has been considering cash transfer programs. During the 2022 legislative session, the Washington State Legislature passed Engrossed Substitute Senate Bill (ESSB) 5092, requesting a feasibility study on a universal basic income pilot program. 131 This study, conducted by the Department of Social and Human Services found that “as little as \$333 per month can make a difference in the brain development of infants, and pilots providing \$1,000 – \$1,500 per month have led to gains in economic stability, health and well-being, and planning for the future.”<sup>1</sup>

Severe Weather: As climate change accelerates, severe weather events—extreme heat, cold, and unhealthy air—occur with increasing frequency. From November 2022 through February 2023, we activated severe weather protocols 7 times, for a total of 56 nights. The longest activation was the most recent at 16 nights, the shortest activation was 3 nights. For comparison, from late December 2021 when KCRHA took over severe weather response to February 2022, we activated for a total of 17 nights. In the 2022 summer season, KCRHA piloted cooling canopies for six days and was able to serve 680 people from dangerous heat conditions. Given these increasing conditions, the current set up of “severe weather” activation is inefficient and creates unnecessary inconsistency for our unhoused neighbors who are seeking refuge during dangerous conditions. With additional funding, KCRHA would move towards a seasonal model (i.e. Winter Weather Shelter that operates from September to February) and away from activating based on set weather criteria

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<sup>1</sup> Washington State Department of Social and Health Services. (2022, June 1). Washington State Basic Income Feasibility Study. Retrieved December 27, 2022, from [https://app.leg.wa.gov/ReportsToTheLegislature/Home/GetPDF?fileName=Universal%20Basic%20Income%20Pilot\\_de25f1fb-b4b7-4669-9d57-923d94ba4f53.pdf](https://app.leg.wa.gov/ReportsToTheLegislature/Home/GetPDF?fileName=Universal%20Basic%20Income%20Pilot_de25f1fb-b4b7-4669-9d57-923d94ba4f53.pdf)

