



July 11, 2019

Shoreline Planning Commission
17500 Midvale Avenue N
Shoreline, WA 98133

**Subject: MGP Development Agreement for Shoreline Place
Transportation Provisions**

Dear Members of the Planning Commission:

I am a Professional Traffic Operations Engineer and Transportation Planner representing Retail Opportunities Investments Corporation (ROIC), the entity that owns and manages two large parcels at Aurora Square on each side of the former Shoreline Sears (Shoreline Place) site owned by MGP XII SB Aurora, LLC, the "Developer" seeking approval of the Development Agreement under review. Over my 33 years as a transportation professional, I have helped draft dozens of Development Agreements that detail very specific traffic and parking requirements for large, multi-phased, mixed-use developments throughout the Puget Sound region. I am also quite familiar with the existing site, having grown up along Boeing Creek, less than a mile away, in the home where my mother still resides.

Development Agreements are excellent tools for guiding long-term mitigation commitments, particularly for transportation elements that often involve multi-party funding and are typically implemented within public rights-of-way. However, to be effective, they must be unambiguous about who, what, where, how, and when each requirement will be implemented.

The Draft MGP Development Agreement lacks such specifics and has some contradictory provisions that could result in some of the measures never being implemented, or being implemented later than they are needed. I have experience attempting to sort out a Development Agreement's intent, after the fact, when no staff who understood the original intentions remained at a city. Since it can be a costly and time-consuming process for the city and the developer, eliminating ambiguity now is better for everyone. Specific transportation-related provisions in the MGP Development Agreement that should be strengthened and clarified are noted below.

1. Solidify and clarify commitments to improve on-site motorized and non-motorized circulation.

One of the stated objectives in the *Aurora Square Community Renewal Area (CRA) Plan* (January 2018 Update) was to:

"CONSTRUCT INTERNAL CONNECTIONS – When Aurora Square was built in 1967, little thought was given to connectivity since Sears was everyone's destination. Now the most important retrofit to make Aurora Square function as a cohesive retail center is the construction of multiple internal ways for multi-modal interaction. If done well, shoppers will reward businesses by staying longer and buying more."

The *Conceptual Guide Plan for Shoreline Place* (Development Agreement Exhibit D) acknowledges this original vision with text in its overview section that states:



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

However, there is nothing in the Development Agreement that requires these internal connections to actually be built; and nothing that ties them to specific phases of development. In fact, in the section related to “Flexibility” (Section 4), the Development Agreement states that the Conceptual Guide Plan, “...is not intended to require specific uses, square footages, building massing, building design or specific buildings on specific parcels.” The desire to provide flexibility should not extend to the creation of the internal infrastructure that is fundamental to the City’s vision for the overall site.

The commitments to building the internal infrastructure should be spelled out in Section 8 in greater specificity. As currently presented in Exhibit O, construction of the internal circulation system could be fragmented or deferred indefinitely if certain blocks are not constructed. The Phase 1 Circulation Plan shown in Exhibit N illustrates the circuitous, auto-focused patchwork of connections that would exist, with no specific commitments to complete the CRA Vision. Those plans are inconsistent with the vision and goals of the CRA renewal plan and would greatly compromise pedestrian travel to, through and within the site. The internal circulation plans should be revised to assure consistency with the CRA renewal plan and, once that is accomplished, the development agreement should be amended to assure that the revised internal circulation plans are actually constructed as the property is redeveloped.

The current plans not only would frustrate the CRA goal of “multiple internal ways for multi-modal interaction,” but they also would have the effect of pushing more cars and trucks onto the perimeter roads. This potential additional impact to City streets has not been contemplated in any prior transportation analysis because those analyses all assumed full build out of the internal road system. If those internal roads are delayed or deferred, additional off-site mitigation may be required, and per the City’s guidelines, the developer must identify a plan for funding its proportional share of those improvements. To reduce the potential for increased off-site impacts and improved non-motorized travel, it would be vital for the City to require some of the internal connections to be built in advance of the adjacent block to assure that the vision depicted in the CRA Plan is achieved.

In addition, neither Section 8 nor Exhibit O has the specificity related to internal improvement normally provided in such agreements. Exhibit H has details for the off-site improvements, but not for the on-site improvements. Specific attributes related to width of the travel way, width of the pedestrian walkway, bicycle facilities, landscape features, lighting, and other amenities that will be constructed should be defined (either in text or as an expansion of Exhibit H) so that both the developer and City can conform to those requirements in future design and approval processes.

- 2. Provide more detail about developer commitments in Section 7. Off-Site Transportation Improvements.** Precise proportionate share commitments have been provided for only two of the seven off-site improvements (for projects that are shared with Shoreline Community College). Similar detail, including listing the 100% commitments, should be provided for all of the off-site projects, and most can be determined with information in Attachment E of the *Transportation Consistency Analysis*. A preamble at the beginning of the section should be added to note that all mitigation percentages are based on the net new trips attributed to Shoreline Place (99 trips, see



Comment 4 below), so that adjustments can be made in the future if a project generates a different number of trips.

Written descriptions about each mitigation improvement will reduce potential disagreements later when cost estimates are prepared for a developer's contribution. Some of the measures listed include specifics (e.g., item D that specifies the length of the improvement as being 1,200 linear feet), but most do not. The elements that must be factored into the cost basis should also be detailed (e.g., whether drainage improvements are required or if upgrades to traffic signal equipment are needed).

Finally, further clarity related to when such commitments must be fulfilled would be useful. For example, the statement "*Developer's proportionate share is due at the time of the first building permit for a building in Block E or F of the Conceptual Guide Plan*" would benefit by specifying "*due prior to issuance of the first building permit*" if that is the City's intent.

3. **Add "removal of former Sears complexes" to Section 2 Project Components.** Removal of the former Sears retail store and auto center were fundamental assumptions made in the *Transportation Consistency Analysis*. Removal of these uses was credited against the site's trip generation, which was then used to assess off-site transportation mitigation. Removal of Sears is also critical to achieving the desired internal motorized and non-motorized connections. However, the Development Agreement is mute about if and when removal of the former Sears would occur.
4. **Correct and clarify the references to the allowed number of trips.** The draft agreement uses the wrong trip number as the threshold for major amendments to the agreement. There are two trip numbers mentioned in the draft agreement. One is the "CRA Trip Budget," which is 808 net new PM peak hour trips.¹ This parameter covers the entire CRA area, an area much larger than the Sears site. The other parameter is specific to the Sears' site, and is listed as "160 net new PM Peak Hour trips."² The draft agreement uses the CRA Trip Budget parameter as the trigger for major amendments. That is the wrong parameter. The trigger should be tied to changes in the parameter specific to the Sears site only.

All of the mitigation detailed in the *Shoreline Place – Transportation Consistency/Traffic Impact Analysis Expanded Study* (TENW, April 8, 2019) and the Draft Development Agreement were based on the net new PM Peak Hour trips specific to the Sears site. In contrast, the CRA Trip Budget (808 trips) refers to the total trips allocated to the full site redevelopment that was evaluated in the *Environmental Impact Statement (EIS) Addendum*³ for the entire CRA area. The two parameters are very different and should not be confused. But Section 33.B.4 of the draft Development Agreement states that a major amendment is required if the changes would exceed the CRA trip budget (for the entire CRA). The correct threshold should be only the portion of the trips attributable to the Sears site.

There is a second problem with regard to this trigger. The *Transportation Consistency Analysis* determined that the project would generate 99 net new trips (132 new trips inbound minus 33 trips outbound).⁴ But the draft Development Agreement's Section 21 states that this number is 160. The source of the 160 figure is not stated; the correct number is 99. Thus, the draft Development

¹ Section 1.I.

² Section 21.

³ City of Shoreline, *Addendum to Aurora Square Planned Action Draft Environmental Impact Statement and Final Environmental Impact Statement*, March 8, 2019.

⁴ TENW, *Shoreline Place – Transportation Consistency/Traffic Impact Analysis Expanded Study, Appendix B PM Peak Hour Trip Generation Calculations*, April 8, 2019.



Agreement should be revised to reference the PM Peak Hour parameter as the trigger for major amendments and to correct that number so it reads “99,” not “160.”

5. **Draft Development Agreement would repurpose an internal easement that serves other properties.** Section 7.E. of the Draft Development Agreement provides a deviation for the N 160th Street frontage improvements and allows the developer to construct an “*eight-foot wide ADA accessible pedestrian facility to be located on the Property within an easement rather than construct the pedestrian facility behind the existing curb.*” However, the area in question is encumbered by a recorded easement that provides access to the ROIC properties. Exhibit N recognizes that easement, but Exhibit N sunsets at the end of Phase 1. The Draft Development Agreement does not acknowledge that the easement benefits ROIC in perpetuity, not just during Phase 1. Likewise, the Draft Development Agreement fails to acknowledge that any change to the easement requires ROIC’s consent. While Section 7.E states that “the City will grant a deviation for the North Promenade as generally shown on the Conceptual Guide Plan or in a comparable locations, acceptable to the City, that respects the existing access easement,” it is ROIC, not the City, who can approve whether that pedestrian facility can be constructed within the easement. The Development Agreement should describe the required alternative improvement if the private entities fail to reach agreement.
6. **Describe the analysis and review process required to obtain a parking-supply code departure.** The Draft Development Agreement is short on provisions related to the quantity of parking, other than to state that reductions in the parking requirements may be approved administratively. While I have advocated for reduced parking in other mixed-use developments and agree that future paradigm shifts will reduce parking demand, the process for reducing parking supply requirements should be spelled out in the Development Agreement. Potential provisions could include the following.
 - a. **Parking analysis** - A code departure request to the City should quantitatively estimate the parking need based on shared parking arrangements, reduced auto ownership, app-based rideshare services, autonomous vehicle fleets, or other accepted engineering analysis methods or research. Management measures that the developer would enact to encourage parking demand reductions should also be conditions of approval.
 - b. **Amend approval criteria in Section 17.C.** The approval criteria that should be met before a parking reduction is granted should include the following: *that the reduction in parking supply would not cause parking overspill beyond the subject site without consent of the affected property owner.*

My recommended improvements to the Development Agreement are offered to assist all parties monitor and implement the mitigation commitments that will help fulfil the overall vision of the Aurora Square CRA.

Sincerely,
Heffron Transportation, Inc.


Marni C. Heffron, P.E., P.T.O.E.
President