



# AGENDA

## PLANNING COMMISSION

### VIRTUAL/ELECTRONIC PUBLIC HEARING

Thursday, March 18, 2021  
7:00 p.m.

Held Remotely on Zoom

<https://us02web.zoom.us/j/85382486920?pwd=dFplUzVhUkcvSkFrODY1YmVBO09oQT09>

Passcode: 519514

In an effort to curtail the spread of the COVID-19 virus, the Planning Commission meeting will take place online using the Zoom platform and the public will not be allowed to attend in-person. You may watch a live feed of the meeting online; join the meeting via Zoom Webinar; or listen to the meeting over the telephone.

The Planning Commission is providing opportunities for public comment by submitting written comment or calling into the meeting to provide oral public comment. To provide oral public comment you must sign-up by 6:30 p.m. the night of the meeting.

Please see the information listed below to access all of these options:



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*Pre-registration is required by 6:30 p.m. the night of the meeting.*



[Click Here to 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.*

	<u>Estimated Time</u>
1. CALL TO ORDER	7:00
2. ROLL CALL	7:01
3. APPROVAL OF AGENDA	7:02
4. APPROVAL OF MINUTES FROM:	7:03
a. <a href="#">March 4, 2021 Draft Minutes</a>	

#### Public Comment and Testimony at Planning Commission

*During General Public Comment, the Planning Commission will take public comment on any subject which is not specifically scheduled later on the agenda. During Public Hearings and Study Sessions, public testimony/comment occurs after initial questions by the Commission which follows the presentation of each staff report. Please be advised that each speaker's testimony is being recorded. Speakers are asked to sign-up by 6:30 p.m. the night of the meeting. Individuals wishing to speak to agenda items will be*

*called to speak first, generally in the order in which they have signed. In all cases, speakers are asked to state their first and last name, and city of residence. The Chair has discretion to limit or extend time limitations and the number of people permitted to speak. Generally, individuals may speak for three minutes or less, depending on the number of people wishing to speak. When representing the official position of an agency or City-recognized organization, a speaker will be given 5 minutes. Questions for staff will be directed to staff through the Commission.*

<b>5. GENERAL PUBLIC COMMENT</b>	7:05
<b>6. STUDY ITEMS</b>	
a. <u>Presentation of Shoreline Proposition 1</u>	7:06
<b>7. PUBLIC HEARING</b>	
a. <u>Zoning Code Amendments to Allow Enhanced Shelters in the MB Zone</u>	7:20
<b>PUBLIC TESTIMONY</b>	
<b>8. UNFINISHED BUSINESS</b>	8:25
<b>9. NEW BUSINESS</b>	8:26
<b>10. REPORTS OF COMMITTEES &amp; COMMISSIONERS/ANNOUNCEMENTS</b>	8:27
<b>11. AGENDA FOR Next meeting – April 1, 2021</b>	8:28
<b>12. ADJOURNMENT</b>	8:30

*The Planning Commission meeting is wheelchair accessible. Any person requiring a disability accommodation should contact the City Clerk's Office at 801-2230 in advance for more information. For TTY telephone service call 546-0457.*

**DRAFT**  
**CITY OF SHORELINE**

**SHORELINE PLANNING COMMISSION**  
**MINUTES OF PUBLIC HEARING**  
*(Via Zoom)*

March 4, 2021  
7:00 P.M.

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**Commissioners Present**

Chair Mork  
Vice Chair Malek  
Commissioner Callahan  
Commissioner Galuska  
Commissioner Lin  
Commissioner Rwamashongye  
Commissioner Sager

**Staff Present**

Rachael Markle, Planning Director  
Nora Gierloff, Planning Manager  
Steve Szafran, Senior Planner  
Julie Ainsworth-Taylor, Assistant City Attorney  
Carla Hoekzema, Planning Commission Clerk

**CALL TO ORDER**

Chair Mork called the public hearing of the Shoreline Planning Commission to order at 7:00 p.m.

**ROLL CALL**

Upon roll call by Ms. Hoekzema the following Commissioners were present: Chair Mork, Vice Chair Malek, and Commissioners Callahan, Galuska, Lin, Rwamashongye and Sager.

**APPROVAL OF AGENDA**

The agenda was accepted as presented.

**APPROVAL OF MINUTES**

The minutes of February 4, 2021 were accepted as presented and the minutes of February 18, 2021 were accepted as amended.

**GENERAL PUBLIC COMMENT**

There were no general public comments.

**PUBLIC HEARING: HOUSING ACTION PLAN**

Chair Mork reviewed the rules and procedures for the public hearing and then opened the hearing.

Ms. Gierloff presented the Staff Report, noting that the overall goals of the Housing Action Plan were to:

- Understand how much, what types and where housing is needed in Shoreline.
- Understand what housing types the market will provide.
- Understand what households are experiencing housing challenges.
- Understand where and how additional housing can fit in Shoreline.
- Review existing housing strategies, identify gaps, and find opportunities for improvement.
- Identify new ideas to meet Shoreline’s specific needs.

Ms. Gierloff said the Housing Action Plan is comprised of a number of components: Housing Needs Assessment, Regulatory Review, and Housing Toolkit and Action Plan. Each of the three components were presented previously to the Commission in draft form. All three elements have been combined into the draft Housing Action Plan that is currently before the Commission for a public hearing and recommendation to the City Council.

Ms. Gierloff advised that the Housing Needs Assessment provides information about the current demographics of the City and the existing housing stock. It also identifies current trends and how they will affect future housing needs. According to the assessment, about 65% of the City’s residents are wealthier single-family homeowners, and the remainder are medium to lower-income renters. The City is undergoing rapid change, and the upzones around the two light rail stations have spurred a lot of townhouse development. A lot of new apartment buildings are also being constructed along the commercial corridors. About two-thirds of the new units are either studio or 1-bedroom rental apartments, which means the owner/rental balance is rapidly changing so there could be even numbers within five years.

Ms. Gierloff said the original outreach plan included a lot more in-person activities, which weren’t possible due to the pandemic. Instead, an on-line open house was created, providing both an education component and an on-line survey to solicit feedback from the community. Participants were invited to identify action plan priorities (things they wanted the City to work on first), and the results are as follows:

- Maintain housing quality and prevent blight.
- Provide more affordable rental housing.
- Prevent displacement of low-income residents.
- Expand access to homeownership.
- Create more environmentally-sustainable housing.

Ms. Gierloff said one particularly interesting finding was that about 75% of the renters who participated in the open house and survey reported always or sometimes having difficulty paying for their housing, while only 20% of homeowners reported similar challenges.

Ms. Gierloff explained that the comments received via the open house and survey were used to evaluate whether or not the City's current policies and incentives were working, what existing tools the City could use to fill the gaps identified in the needs assessment, and what other tools are available. She reviewed that the Commission spent at least two workshop meetings discussing a list of potential housing tools and identified the following priorities:

- **Update the Deep Green Incentive.** The Commission discussed how the existing Deep Green Incentive Program that provides a variety of incentives and requirements around more energy-efficient housing can be integrated with the more general housing priorities.
- **Develop Cottage Housing Regulations.** This option came up in the open house and was also one of the items the City Council identified when they asked the staff and Commission to look at housing policy overall.
- **Develop Standards for Small Lot Single Family Development.** They are seeing a lot of development in the commercial and multifamily areas, and not a lot in the single-family areas. In the interest of developing a full spectrum of housing types, perhaps there are standards that would allow for additional housing in the single-family zones in a way that is respectful and consistent. It is important to acknowledge that household sizes are shrinking, and not everyone needs a four-bedroom house. Perhaps some of these lots could be redeveloped so that more families can live there.
- **Partner with Affordable Housing Providers.** The City doesn't directly develop housing and it doesn't have a housing authority. The housing that is developed in the City is either a result of market forces or housing-provider projects. It is important to create an environment that is conducive and welcoming for affordable-housing providers, which are generally non-profit organizations. These providers fill an unmet need in the community, and the City should look for opportunities to partner with them so they are interested in developing successful, affordable housing in Shoreline.
- **Support Community Land Trusts.** This option targets the thorny question of providing ownership housing that is permanently affordable for the original and subsequent owners. The concept is to allow the initial owners to build equity and eventually jump into the regular housing market at some point in the future, while the home would remain affordable for subsequent owners. Community Land Trusts require on-going oversight, and there are very specific legal standards, but the option is an interesting model for the City to encourage.
- **Identify Surplus City Property that Might Be Appropriate for Affordable Housing.** There has been real motivation on the part of city and county governments to identify underused or underperforming property that could be developed.

Ms. Gierloff said the original plan was to update the Housing Element of the Comprehensive Plan in conjunction with the Housing Action Plan, but the pandemic has changed the schedule. The countywide planning policies related to housing probably won't be available until mid-2021, which is the same time the grant requires the City to adopt the Housing Action Plan. As part of the Housing Action Plan, the City assessed the alignment between the proposed actions and the existing Housing Element. While there is a lot of alignment, there are some opportunities to provide additional supportive language for some of the actions that are proposed. Once the City has more information about the regional changes that might be coming down the road, staff will develop a set of proposed edits to the Housing Element and take them

through the amendment process over the next year, using the Housing Action Plan as a background report. She reminded them that the entire Comprehensive Plan must be updated and adopted in 2024.

Ms. Gierloff summarized that, following the public hearing and Planning Commission deliberation, the Commission will be asked to forward a recommendation to the City Council. The intent is for the City Council to adopt the plan by mid-2021 to align with the grant deadline.

Commissioner Callahan asked if the Commission is being asked to provide a recommendation to the City Council on the entire Housing Action Plan, with the priorities that are identified by the Commission. Ms. Gierloff answered affirmatively.

Chair Mork reviewed the rules and procedures and the opened the hearing for public testimony.

**Ryan Donahue, Advocacy and Policy Director at Habitat for Humanity Seattle King County**, thanked the City for taking up this important issue. We have been facing a housing crunch for a long time, and he is happy to see Shoreline continuing to do its part. However, he has one concern with the draft, as currently written. As he shared in his written comment to the Commission, there are multiple pages, and even a specific action, where the Housing Action Plan uses the term “Community Land Trust.” Habitat for Humanity supports community land trusts (CLTs) as one successful model of many that should be used to address the affordable homeownership crisis. However, specifying CLTs risks triggering a federal definition that is incredibly limiting for the City of Shoreline. By singling out CLTs in the homeownership component of the Housing Action Plan, other proven, permanently-affordable homeownership providers, such as Homesite and Habitat for Humanity, get locked out. Instead, he encouraged the City to use the term “Permanently-Affordable Homeownership,” which would allow the City to include a much wider pool of organizations. The change would go from just one organization that currently serves King County under the CLT definition to at least four other separate organizations. It would encourage permanent affordability, which would help to increase the breadth of affordable homeownership options, not just for one family, but for many different families for many generations.

Mr. Donahue said his interpretation of Action 2.2.3 (Partner with Affordable Housing Providers) is that the City would partner with affordable all housing providers. Organizations, like the King County Housing Authority, Compass Housing Alliance and Catholic Housing Services, do an amazing job, but they serve a different community than what the affordable-homeownership groups do. Habitat for Humanity and other permanently-affordable homeownership organizations typically serve the 50% to 80% Average Median Income (AMI) population, which takes them out of the City’s definition of low income. He summarized that, by specifying CLT in the homeownership piece of the Housing Action Plan and not including permanently-affordable homeownership, the plan would ultimately imply that the only homeownership model the City should pursue is the model offered by CLT. He encouraged the Commission to expand access to homeownership by changing the homeownership section to reflect that all permanently-affordable homeownership models should be included. He offered to work with the Commission to present a broad range of affordable homeownership groups and provide a presentation that outlines some of the different models that fit that concept.

Mr. Donahue emphasized that homeownership is a crucial part to any holistic approach to resolve the housing crisis. Action 1.1 (Missing Middle Friendly Zoning) is a great example. In an environment where

land is a major factor to the cost of producing housing, it is important to make sure that land is used to its utmost by allowing duplexes, triplexes, quads, and other types of missing middle housing. He strongly encouraged the Commission to elevate this particular action as a priority item.

Mr. Donahue also voiced concern that the way the Multifamily Tax Exemption (MTFE) (Action 1.5) is addressed in the draft plan, it would only apply to rental properties. He encouraged them to consider including affordable homeownership into that, as well. He noted that the underlying Revised Code of Washington (RCW) allows for this option to be included; and cities, such as Seattle, Burien and Kent, already include affordable homeownership in their implementation of the MFTE. In fact, Habitat for Humanity Seattle King County already utilizes the tool for projects in both Burien and Seattle.

Lastly, Mr. Donahue noted that many of the proposed funding mechanisms to execute the plan ultimately cap out at 50% to 60% AMI, which effectively freezes out affordable homeownership opportunities from receiving any funding. He urged the Commission to consider either raising the cap to 80% or stating that permanently-affordable homeownership could also qualify for the funding. He said he looks forward to working with the City of Shoreline to help implement the Housing Action Plan, whether that involves working with the City to build more homes in the community or expanding their already successful home rehabilitation program to include Shoreline (Action 4.1). Habitat for Humanity is ready to pitch in and do their part to help implement any of the action items in the plan.

**Darrin Hyde, Shoreline**, referred to comments by Commissioner Rwamashongye at the February 4<sup>th</sup> meeting, providing data on the number of single-family homeowners with equity in their homes and stressing the need for providing opportunities for homeowners to reinvest that equity back into their properties. It was suggested this would create additional housing opportunities and help to fill in the “missing middle.” Mr. Hyde voiced support for the proposed density bonus for large single-family lots, which would support this concept by allowing a second house to be built on qualifying properties.

Mr. Hyde also voiced concern about the proposed size restriction for accessory dwelling units (ADUs). Currently, the size of an ADU is limited to half the size of the primary dwelling unit. That means that an ADU on a lot that is currently developed with a 2,000-square-foot home could be twice as large as an ADU on a lot that is developed with a 1,000-square-foot home even if the lots sizes are the same. In addition, the fire, traffic and park impact fees (about \$10,000) would be the same. He said most municipalities in the area have addressed this issue by establishing a standard size restriction for ADUs of 1,000 square feet.

**Mallory Van Abbema, Policy and Advocacy Manager for the Housing Development Consortium**, explained that the consortium is a non-profit membership association comprised of nearly 200 organizations committed to ensuring all people in King County can access a home they can afford that is safe and promotes health for themselves, their families and the broader community. She referred the Commission to the written comments she submitted prior to the meeting on behalf of the consortium, but said she was present now to speak as a Shoreline resident. She said she is proud of the priority the City Council, staff and Commission have placed on local housing supply, and she voiced support for the comments provided by the previous speakers.

Ms. Van Abbema said she supports each of the recommended tools the Commission elevated during their recent process, but she doesn't feel they go far enough. More than 78% of the land in Shoreline designated for residential use is currently zoned single family, yet Action 1.1 (Missing Middle Friendly Zoning) was not prioritized. The plan acknowledges that this model provides an ability to blend within single-family neighborhoods while adding potentially significant new supply. It is arguably the most powerful market-based tool the City has. She urged the Commission to reconsider their recommendations and review the recent missing middle housing actions that the City's neighbors to the east (Kirkland) recently completed.

Ms. Van Abbema said she strongly supports using city-owned land for affordable housing development. Shoreline owns 30 properties that could be considered surplus, but on closer inspection, 29 are currently zoned single family. Without action to further address zoning in the City, the strategy will be a drop in the bucket. Regarding the revenue tools in the plan, she pointed out that Real Estate Excise Tax (REET2) could provide desperately-needed gap funding for affordable housing projects, which the City cannot currently offer. REET2 would not break deals, and potential buyers would not walk away from a \$750,000 home they love due to an added \$1,875 in REET, which would generate more homes locally. She would happily pay it if she were fortunate enough to do so in the future.

Ms. Van Abbema summarized that the region has an immense shortage of housing in all income tiers, and the City must take this opportunity to advance solutions that ensure families and individuals can remain rooted in the community and access the upward mobility that housing security and homeownership can provide. She urged the Commission to think big and support the strategies within the plan that would result in the highest yield.

No one else indicated a desire to testify, and Chair Mork closed the public portion of the hearing.

**VICE CHAIR MALEK MOVED THAT THE COMMISSION RECOMMEND APPROVAL OF THE HOUSING ACTION PLAN DATED MARCH 2021, AS AMENDED, AND FORWARD IT TO THE CITY COUNCIL FOR REVIEW AND ADOPTION. COMMISSIONER GALUSKA SECONDED THE MOTION.**

Vice Chair Malek recalled Mr. Donahue's concern about Action 3.2 (Supporting Community Land Trusts) and Action 2.2.3, (Partner with Affordable Housing Providers). He recalled that Mr. Donahue was particularly concerned that the plan would prohibit opportunities for permanently-affordable housing. He requested clarification from the City Attorney or staff, as it is important to be clear that the plan, as written, would not exclude other housing provider groups from partnering with the City. He said he put this question to the Assistant City Attorney prior to the meeting, and her response was shared with Mr. Donahue.

Assistant City Attorney Ainsworth-Taylor explained that, with a CLT, the underlying land is owned by the entity (city, non-profit, etc.), and there are certain Federal parameters that must be met in order to make properties eligible for such things as Community Development Block Grants, Home Federal Loan Program, Section 8 Housing, etc. Her understanding of permanently-affordable housing is that there would be covenants or deed restrictions on the land for a set period of time. She summarized that CLTs and permanently-affordable housing are two very different, distinct opportunities. She emphasized that the Housing Action Plan provides policy direction rather than regulatory controls, and including CLTs as



an action item in the plan would not preclude partnerships with other entities that do not satisfy the federal standards for CLTs. It just means they would be ineligible for the federal loans and grants that are available for CLTs.

Chair Mork summarized that Vice Chair Malek's comment was intended to address Mr. Donahue's concern that Habitat for Humanity and other similar groups would be prevented from partnering with the City if they didn't meet the 50% to 80% AMI requirement. As described by the Assistant City Attorney, that would not be the case.

Commissioner Rwamashongye asked if organizations that provide permanently-affordable housing, such as Habitat for Humanity, would be eligible for federal funding and grants if the language were written to specifically include them under the umbrella of the Housing Action Plan. He doesn't want to unintentionally deny these groups the ability to obtain federal funding. Assistant City Attorney Ainsworth-Taylor answered no. She explained that taking steps to encourage affordable housing on a more permanent or long-term basis would not restrict these groups from securing any federal funding they are eligible for, but CLTs are required to meet specific requirements to qualify for funding.

Commissioner Rwamashongye asked staff to respond to the concerns raised about AMI. Assistant City Attorney Ainsworth-Taylor said the City's code already defines affordable and low-income housing at different levels. As established by the Department of Housing and Urban Development (HUD), affordable housing is considered to be 80% of AMI for the Seattle King County area. In the station areas, greater incentives are available for housing that provides for a lower AMI. She explained that the City can decide the level of AMI they want to target. Ms. Gierloff added that in the existing code the incentives are graduated to encourage lower levels of affordability. For example, a development that provides housing that is 60% AMI would be eligible for additional incentives, such as permit fee waivers or no-fee-expedited permit review.

Vice Chair Malek referred to Ms. Van Abbema's earlier comment that the majority of the City is zoned single-family residential, and the higher density zones of commercial and mixed-use residential account for only about 14% of the City's land area. He suggested they consider a more analytical approach. He said he learned from the recent inclusion, acceptance and racism training that, during the 1950s, 1960s and 1970s, the development of ghettos isolated people of socio-economic status. He suggested that the proposed plan carries the same risk. Given a choice, most developers will choose to buy their way out of having to provide low-income housing as part of a project because of the associated risks. He questioned what the City could do to partner with and assure developers that co-mingling with socio-economic disparities will not negatively impact their ability to market the units. This needs to be considered to make affordable and low-income development more attractive without creating areas of low-income, ghetto-style development that ends up being overlooked or neglected. He said he believes in co-mingling reasonably-incomed housing in the residential zones in a way that is compatible. Options include cottage houses, small lots, etc. He referenced Albuquerque, New Mexico, as a good example. They received multiple awards for being socio-economically inclusive.

Ms. Gierloff summarized that there is some interest in increasing the priority level assigned to the Missing Middle Friendly Zoning Tool. She recalled the Commission discussed making some zoning changes that would allow slightly denser housing, but in a way that fits into the neighborhood context.

**VICE CHAIR MALEK MOVED TO AMEND THE MAIN MOTION TO INCREASE THE PRIORITY FOR MISSING MIDDLE FRIENDLY ZONING (ACTION 1.1). COMMISSIONER RWAMASHONGYE SECONDED THE MOTION.**

Commissioner Rwamashongye commented that, while the plan is good, it is important to make sure it doesn't result in development that is incompatible with the City's goals and fails to solve the problems they are trying to address.

Commissioner Galuska said he would support moving the Missing Middle Friendly Zoning Tool up on the list of priorities. He recalled that when the Commission discussed the tool at an earlier workshop, it was noted that it was very similar to allowing small lot sizes (Action 1.3), which was included on the list of priorities. He suggested that "Missing Middle Friendly Zoning" would probably be a more appropriate name for the tool than "Small Lot Single Family."

As the Commission works to implement the Housing Action Plan, Commissioner Galuska said he hopes that all of the potential Zoning Code amendments will be considered holistically. He cautioned against tackling each of the amendments separately. He said he wants to see density increased in places where it is absolutely appropriate, but it should be what the zoning allows rather than being permitted in special cases.

Commissioner Lin said she supports the proposed amendment to the main motion that would prioritize the Missing Middle Friendly Zoning Tool. However, she doesn't want it to replace another tool on the priority list. Ms. Gierloff responded that, as mentioned earlier by Commissioner Galuska, the Small Lot Single Family and Missing Middle Friendly Zoning Tools are fairly similar concepts that could both be prioritized. As they consider implementation, perhaps the two can be addressed with an overall code amendment that talks about how to develop more densely in a compatible way in the single-family zones.

Commissioner Sager clarified that the motion would prioritize the Missing Middle Friendly Zoning Tool, but it would not specifically call out options such as cottage housing or small lot development. Ms. Gierloff said Missing Middle Friendly Zoning (Action 1.1) would be identified as a high-priority action, in addition to Small Lot Single Family (Action 1.3).

Commissioner Callahan observed that, in some cases, the Commission had to choose amongst actions that were interrelated. She said she supports the idea of combining some action items so that issues can be addressed more holistically.

**THE MOTION TO AMEND THE MAIN MOTION CARRIED UNANIMOUSLY.**

**CHAIR MORK MOVED THAT THE MAIN MOTION BE AMENDED BY CHANGING THE SECOND PARAGRAPH (HOME REHABILITATION ASSISTANCE) IN ACTION 4.1 (HOMEOWNER STABILITY PROGRAM) ON PAGE 64 OF THE DRAFT HOUSING ACTION PLAN TO READ, "CITY MONEY, SUCH AS FUNDS FROM THE SALES AND USE TAX, WOULD BE PROVIDED TO LOW-INCOME HOMEOWNERS FOR CRITICAL REPAIRS, WEATHERIZATION, ARBORIST SERVICES NECESSARY TO KEEP THE TREE CANOPY, AND**

***POTENTIAL EFFICIENCY UPGRADES TO KEEP HOMES HABITABLE.” COMMISSIONER SAGER SECONDED THE MOTION.***

Commissioner Rwamashongye asked what is meant by the word “weatherization,” and Chair Mork said it means ensuring that homes are insulated and don’t have leaks.

Chair Mork observed that utility costs for low-income renters and homeowners is one factor that hasn’t been addressed in the draft plan. She shared the example of an acquaintance who rented a home in Shoreline. While the rent was affordable, the \$750 utility bill was not. This problem could likely be solved by proper weatherization and efficiency upgrades. She also reminded the Commission that tree preservation is very important to the City, but it might not be financially possible for low-income residents to do so.

Commissioner Sager thanked Chair Mork for bringing the concern to the forefront.

Commissioner Lin indicated support for the proposed amendment, but she is concerned that the language regarding tree canopy might be too generic. Chair Mork responded that the intent is to protect and maintain the tree canopy, and it wouldn’t include decorative services.

Commissioner Galuska said he supports the weatherization portion of the motion, but he is not sure including arborist services would be a good fit for the Housing Action Plan.

Ms. Gierloff said that the City doesn’t currently provide arborist services. If the Commission wants to address tree preservation in this section, she suggested using the broader term “Tree Preservation Services” would give the City greater flexibility.

**CHAIR MORK WITHDREW THE MOTION TO AMEND THE MAIN MOTION.**

**CHAIR MORK MOVED THAT THE MAIN MOTION BE AMENDED BY CHANGING THE SECOND PARAGRAPH (HOME REHABILITATION ASSISTANCE) IN ACTION 4.1 (HOMEOWNER STABILITY PROGRAM) ON PAGE 64 OF THE DRAFT HOUSING ACTION PLAN BE AMENDED TO READ, “CITY MONEY SUCH AS FUNDS FROM THE SALES AND USE TAX, WOULD BE PROVIDED TO LOW-INCOME HOMEOWNERS FOR CRITICAL REPAIRS, WEATHERIZATION, TREE PRESERVATION SERVICES NECESSARY TO KEEP THE TREE CANOPY, AND POTENTIAL EFFICIENCY UPGRADES TO KEEP HOMES HABITABLE.” COMMISSIONER SAGER SECONDED THE MOTION, WHICH CARRIED UNANIMOUSLY.**

Chair Mork referred to Action 1.8 (Deep Green Incentive Program) and suggested the title of the action could be expanded to be more descriptive and better market the concept. She referred to the Near-Term Action Plan on Page 67 and suggested that the first description on the chart should be changed to read, “Update the Deep Green Incentive Program to expand eligibility, innovative construction materials like CLT, and further incentivize permanent utility cost reduction designs, such as Passive House.” She expressed her belief that Passive House construction should be incentivized, as it results in significant

energy savings. It works for both multifamily and single-family housing, and it can be retrofitted onto existing homes.

Ms. Gierloff voiced concern that Passive House is currently identified as a specific tier within the Deep Green Incentive Program. Chair Mork responded that CLT is something the City should incentivize, and Passive House could be further incentivized, as well.

Chair Mork asked if King County's surplus property would be included as a possible option under Action 2.1.4 (Surplus Land and Property for Affordable Housing." Ms. Gierloff responded that the City can certainly encourage them to offer up land, but it would be their decision.

Chair Mork commented that her earlier sub-motion for Action 4.1 (Homeowner Stability Program) would seem advantageous to meeting the City's goals related to the Greenhouse Gas Inventory.

Commissioner Sager recalled that she mentioned the concept of co-housing in previous Commission discussions related to the Housing Action Plan. Since that time, she has done some research and learned that it is not necessarily more affordable because it requires the purchase of a single-family home. It is similar to cottage housing, but they also have a community center where they get together for meals on occasion. They can accommodate a variety of ages, and there are several examples in the State of Washington. From an environmentally-friendly standpoint, the owners share ground maintenance and they do item swaps on a regular basis. The communal design provides a good option for seniors to age in place. She summarized that it is another type of housing that some people in the City might be interested in. She suggested they consider adding the concept to the Housing Action Plan either now or at some point in the future. Vice Chair Malek suggested that co-housing could be addressed as an option for implementing Action 1.1 (Missing Middle Friendly Zone). Ms. Gierloff agreed it could be an exciting way to build intentional communities. However, it doesn't necessarily need to be added as a specific tool because nothing would prevent the concept from being implemented now, and Action 1.1 would facilitate it, as well.

Commissioner Callahan said she is still very concerned about the short-term rental issue. She suggested that a sentence be added to Action 4.3 (Short-Term Rental Regulations for Houses, ADUs and/or Condos) to acknowledge that the City doesn't currently have occupancy data to know how many short-term rentals there are in the City. Ms. Gierloff said she contacted Air DNA for more information, and they estimated there are between 100 and 150 short-term rentals (either a room or an entire house) in Shoreline. Commissioner Callahan responded that, although the City has an estimate from one source, it is important to acknowledge that occupancy is not currently being tracked or monitored. Ms. Gierloff suggested that a sentence could be added at the end of the first paragraph to acknowledge that the magnitude of the short-term rental market in Shoreline is currently unknown.

**CHAIR CALLAHAN MOVED TO AMEND THE MAIN MOTION BY ADDING THE FOLLOWING SENTENCE AT THE END OF THE FIRST PARAGRAPH UNDER ACTION 4.3 (SHORT-TERM RENTAL REGULATIONS): "THE MAGNITUDE OF THE SHORT-TERM RENTAL MARKET IS CURRENTLY UNKNOWN." VICE CHAIR MALEK SECONDED THE MOTION.**

Vice Chair Malek agreed that addressing and understanding the magnitude of the short-term rental market will need to be part of future discussions.

**THE MOTION TO AMEND THE MAIN MOTION CARRIED UNANIMOUSLY.**

**THE MAIN MOTION TO RECOMMEND APPROVAL OF THE HOUSING ACTION PLAN, DATED MARCH 2021, WAS UNANIMOUSLY APPROVED, AS AMENDED.**

**STUDY ITEM: 2021 DEVELOPMENT CODE AMENDMENTS – PART 1**

Mr. Szafran reviewed that Development Code amendments are collected throughout the year, and anyone can submit one for consideration. Most of the amendments included in Part 1 come from staff and are a mixture of housekeeping and time-sensitive amendments that have the potential to affect upcoming projects. He reviewed the 14 proposed amendments as follows:

- **Amendment 1 – SMC 20.20.010(A).** Washington State now allows up to 8 unrelated adults to reside in an adult family home. The amendment would change the definition of “Adult Family Home” to match state law.
- **Amendment 2 – SMC 20.20.012(B).** This is a housekeeping amendment to update the definition of “Best Available Science” to be consistent with Washington Administrative Code (WAC) 365-195.
- **Amendment 3 – SMC 20.30.100.** This amendment would allow public agencies, like the City or Sound Transit, to apply for land use permits without the requirement of the property owner’s signature for property they do not currently own but are in the process of acquiring. This will allow them to start with permitting while the ownership update is taking place.
- **Amendment 4 – SMC 20.30.297.** This amendment would clarify that single-family attached development is eligible for design departure via administrative design review. It would also add “landscaping” as something that could be applied for as an administrative design review. Sometimes the code is stringent on landscaping standards, and with development in the Mixed Use Residential (MUR) zones where setbacks are tight, there is potential options to do something that is just as good for landscaping but doesn’t quite comply with the code. The amendment would not forgive the landscaping requirement, but it would allow staff and the applicant to be flexible with landscape design to choose the best design for a particular project.
- **Amendment 5 – SMC 20.40.140.** This amendment would add “parking areas” as a use in the Use Table. It clarifies that parking areas are considered accessory uses to the primary uses allowed in the zone. The City does not allow standalone parking areas when not associated with an approved use such as a residential dwelling unit, commercial business, etc.
- **Amendment 6 – SMC 20.40.467.** This section is new and is related to Amendment 5. The City has received inquiries about standalone pay parking areas on land around the stations, and this amendment would further clarify that parking areas are not allowed as a primary use.

- **Amendment 7 – SMC 20.50.020(1).** This is a privately-initiated proposal that is related to Amendment 9. The amendment seeks to clarify how density is calculated when one parcel has multiple zoning categories. Currently, if a parcel has more than one zone, the area of each is calculated separately and rounded by the zoning area. Examples were provided in the Staff Report showing how density would be calculated.
- **Amendment 8 – SMC 20.50.020(2).** This amendment would reduce the front yard setback requirement on non-arterial streets in the MUR-70' zone to zero. When the light rail station sub area plans were adopted, there was concern that large buildings in the MUR-70' zone with zero setback would create a canyon effect. But the code has provisions for step backs. Staff believes the worry isn't there of creating the canyon affect, and a zero setback would allow greater potential for development on the MUR-70' sites. All of the City's other commercial and mixed-use zones already allow a zero setback.
- **Amendment 9 – SMC 20.50.020(B).** This is a privately-initiated amendment related to Amendment 7. It clarifies that the density for a parcel with multiple zoning districts will be rounded after the density of each zone is calculated. Examples of current and proposed density rounding was provided in the Staff Report.
- **Amendment 10 – SMC 20.50.390.** This amendment would allow the Director to determine parking requirements for uses that are unlisted in the City's Development Code. Currently, when an application is submitted for development for a use that is not listed, staff tries to find the closest match, but that doesn't always work. The amendment would allow an applicant to submit a parking demand study for a proposed use that is not listed in the code. The intent is to prevent parking areas that are too large for a specific use, saving the applicant development costs.
- **Amendment 11 – SMC 20.50.400.** This amendment clarifies when staff can approve a 25% parking reduction when a new development is proposed within ¼ mile of either the 145<sup>th</sup> or 185<sup>th</sup> light rail stations. Staff believes it is necessary to have the flexibility to approve parking reductions before the light rail is fully operational. Buildings constructed a year or two before the opening of the stations should still qualify for the parking reduction so that developers do not have to construct excess parking and incur unnecessary expenses. If approved, the applicant would have to provide a parking management plan that addresses how parking would be managed between the time the building is constructed and when the station opens for regular service.
- **Amendment 12 – SMC 20.50.410.** This amendment would strike the last sentence, "*Parking for residential units shall be assigned a specific stall until a parking management plan is submitted and approved by the director.*" This requirement doesn't make sense when the parking standard for studio and 1-bedroom units is .75.
- **Amendment 13 – SMC 20.50.457.** This amendment is related to Amendment 4 and makes it possible for an applicant to submit alternative landscape designs that meet the purpose and intent of the City's landscaping code. Administrative Design Review (ADR) approval would be required

for all development applications that propose departures from the landscape standards. Many new developments, especially those in the station areas, are having a difficult time meeting the landscaping requirements because of lack of space in the setbacks, vegetation that will not grow next to large buildings, and requirements for pedestrian circulation on and through the site. While the amendment would not waive the requirements, it would allow staff and the applicant flexibility to choose the best landscape designs for a particular project.

- **Amendment 14 – SMC 20.50.630.** Expedited review is a major incentive for developers and can come at a significant cost to the City if projects need to be sent out for consultant review. The City has limited capacity to offer this incentive when there are high levels of development activity. The amendment would raise the threshold to qualify for expedited permit review to only include projects with higher levels of environmental achievement (Tiers 1, 2 and 3).

Mr. Szafran summarized that the amendments are being presented to the Commission for discussion and feedback. At the public hearing, staff will bring back specific recommendations on each one of them.

Commissioner Rwamashongye asked how staff determines which projects qualify for expedited permit review. Mr. Szafran said projects can qualify for expedited permit review as an incentive for participating in the Deep Green Incentive Program. Developers of other projects can also request expedited permit review, but it would depend on staff availability and there would be an additional fee.

Commissioner Rwamashongye referred to Amendments 5 and 6, which clarify that parking areas are considered accessory uses to the primary uses allowed in the zone. He asked if properties close to the light rail stations could offer unused parking spaces, including parking spaces within the right-of-way, to transit users for a fee. Mr. Szafran said the parking requirements in the code apply to parking spaces on private properties and not parking spaces within the right-of-way. However, the City would not allow a property owner to charge a fee for parking in the right-of-way. Commissioner Rwamashongye said he knows of situations where private people are charging a fee for people to park in public right-of-way.

Commissioner Rwamashongye asked if development on properties near the light rail stations could charge a fee for people to park in their lots. Mr. Szafran said he doesn't know the answer about whether or not a property owner could offer extra parking spaces for a fee. The City's concern is that there is enough on-site parking for the commercial and residential uses on the property.

Vice Chair Malek said he supports Amendment 11, which would allow staff to approve a 25% parking reduction when a new development is proposed within ¼ mile of either of the light rail stations. He understands there could be a gap in timing, but agreed that the issue could be worked out via an interim parking management plan. Rather than being a discretionary provision, he felt the benefit should be allowed outright to make it simple for developers. Even if the stations are late opening, it is likely that station operation will nearly coincide with the buildout of most of the projects due to lengthy permit review requirements. Mr. Szafran agreed that, by the time most of the development is finished, the time between the building completion and light rail station operation will be short. The idea is to avoid overparking the buildings. Again, Vice Chair Malek said he would like Amendment 11 to be changed so that the parking reduction is outright allowed rather than discretionary. Mr. Szafran agreed to provide some proposed language for the Commission's consideration at the public hearing.

Commissioner Sager asked if a bank would be allowed to charge for parking in their lot on the weekends or in the evenings when the bank is closed. Again, Mr. Szafran said he would get back to the Commission on that question.

Commissioner Lin referred to Amendment 4, which clarifies that single-family attached developments are eligible for design departure via ADR. She said she supports allowing some flexibility for developers to propose alternative landscape design when the landscape requirements cannot be achieved. However, she asked if additional language could be added to provide more guidance so they don't end up with landscaping design that is less valuable.

Commissioner Callahan said she supports the parking amendments, particularly in light of the Commission's discussions about affordable housing and how parking can impact affordability.

Commissioner Galuska also referred to Amendment 11 and asked if Vice Chair Malek is suggesting dropping the parking management plan requirement and just allowing the 25% parking reduction for all new development within ¼ mile of either of the light rail stations. If a parking management plan is required, then it must also be accompanied by approval by the Director. He questioned the value of requiring a parking management plan since the outcome would be predictable given the properties' close proximity to the light rail station. Mr. Szafran clarified that the parking management plan requirement was intended to address how parking would be managed in the interim between when the building is finished and the light rail stations become fully operational. If the developer is allowed 25% less parking before the light rail stations are operational, cars will likely spill out onto the street. The idea is that a developer could propose some mitigating measures as a stop gap during that time. Again, Mr. Szafran agreed to provide alternative language for the Commission's consideration at the public hearing.

Chair Mork said she shares Commissioner Lin's concern about Amendment 4, which clarifies that single-family attached developments are eligible for landscape design departure via ADR. She agreed that additional guidance should be provided to ensure that commonsense prevails. Commissioner Rwamashongye agreed. He referred to the example provided in the staff report of property adjacent to an alley and commented that managing these types of situations can be very complicated. Addressing drainage can further complicate the issue.

**DIRECTOR'S REPORT**

Director Markle did not provide a Director's Report.

**UNFINISHED BUSINESS**

There was no unfinished business.

**NEW BUSINESS**

There was no new business.



**REPORTS OF COMMITTEES AND COMMISSIONER ANNOUNCEMENTS**

Vice Chair Malek announced that the Snohomish County Council has scheduled a hearing on March 31<sup>st</sup> at 1:30 p.m. to consider an appeal received on February 12, 2021 from a decision issued by the Snohomish County Hearing Examiner on February 29, 2021 regarding the proposed Point Wells Development. The deadline for parties of record to file written arguments prior to the hearing is March 5<sup>th</sup>. The meeting will be open to the public and parties of record can also present oral arguments at the hearing.

Chair Mork reported that she participated in training on Planning Commission meetings, which was very informative. It was emphasized that it is imperative to ask every Commissioner to comment on an issue as opposed to just those who raise their hands. She will implement the change at the next meeting.

Chair Mork announced that the City's draft Stormwater Plan Update is available for public comment.

**AGENDA FOR NEXT MEETING**

The next meeting is scheduled for March 18<sup>th</sup>.

**ADJOURNMENT**

The meeting was adjourned at 9:07 p.m.

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Laura Mork  
Chair, Planning Commission

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Carla Hoekzema  
Clerk, Planning Commission

## 6a. Staff Presentation of Shoreline Proposition 1



### Memorandum

**DATE:** March 18, 2021

**TO:** City of Shoreline Planning Commission

**FROM:** Eric Bratton, Communications Program Manager

**RE:** Factual Presentation of Shoreline Proposition 1

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On January 25, City Council approved placing Shoreline Proposition 1 on the April 27 special election ballot. Approval of Proposition 1 will allow the City to make improvements to eight parks, acquire and improve new park land, and install public art throughout the city. The City would issue up to \$38,500,000 in general obligation bonds to be paid back through an increase in property taxes.

Administrative Services Director Sara Lane and City Manager's Office Management Analyst Christina Arcidy will provide a factual presentation on Proposition 1 and answer questions.

## 7a. Zoning Code Amendments to Allow Enhanced Shelters in the MB Zone

Planning Commission Meeting Date: March 18, 2021

Agenda Item: 7a

### PLANNING COMMISSION AGENDA ITEM CITY OF SHORELINE, WASHINGTON

**AGENDA TITLE:** Zoning Code Amendments to Allow Enhanced Shelters in the Mixed Business (MB) zone  
**DEPARTMENT:** Planning & Community Development  
**PRESENTED BY:** Nora Gierloff, AICP, Planning Manager

<input checked="" type="checkbox"/> Public Hearing	<input type="checkbox"/> Study Session	<input checked="" type="checkbox"/> Recommendation
<input type="checkbox"/> Discussion	<input type="checkbox"/> Update	<input type="checkbox"/> Other

### INTRODUCTION

In April 2020, the City Council adopted Council Goal No. 5, Action Step No. 7, which reads:

*Begin a process of developing partnerships with North King County cities and other key stakeholders in support of siting a 24/7 shelter/navigation center to serve homeless single adults in North King County.*

In response to this Council goal, staff began working to explore options for the siting of a shelter for homeless adults to serve the North King County area. Shortly thereafter grant funding for additional homeless shelters became available through the Washington State Department of Commerce. King County asked the City to partner with them and Lake City Partners Ending Homelessness (a not for profit organization that provides shelter and services for people experiencing homelessness) in establishing a shelter for homeless adults at the former Oaks at Forest Bay Nursing Home (The Oaks), located at 16357 Aurora Avenue North.

The current zoning district of that portion of the Oaks property where buildings are located is R-48 (Residential 48 units per acre) and did not permit homeless shelters. In addition, some of the requirements of the grant funding that King County would use to operate the shelter conflict with the zoning code index criteria for homeless shelters as currently defined in SMC 20.40.405.

On October 26, 2020, the City Council adopted interim regulations for the operation of an Enhanced Shelter in the R-48 Zone. Those will expire in April and this staff report concerns a set of permanent regulations that would allow homeless shelters in the Mixed Business zone subject to index criteria. The former Oaks site is currently the subject of a rezone from R-18 and R-48 to MB. The Hearing Examiner will make a recommendation to the Council on the zoning change.

Approved By: Project Manager \_\_\_\_\_

Planning Director \_\_\_\_\_

## **7a. Zoning Code Amendments to Allow Enhanced Shelters in the MB Zone**

### **BACKGROUND**

At the Council's 2020 Strategic Planning Workshop, Council identified the siting of a '24/7' year-round shelter/navigation center for single adults in North King County as an Action Step under City Council Goal No. 5. Staff began to work with other North King County cities and key community stakeholders on a process to site a 24/7 shelter for single adults in North King County.

In June, staff became aware that The Oaks at Forest Bay Nursing Home (The Oaks), located at 16357 Aurora Avenue North, was closing and the property was going to be offered for sale. Also, in June of 2020, the Washington State Department of Commerce released information about a grant making significant funds available to expand homeless shelter capacity around the State.

King County expressed interest in leasing the property and partnering with the King County Housing Authority (KCHA) for potential acquisition. The facility could serve as an emergency shelter for up to 60 single adults in the short-term (likely three to five years), and permanent supportive housing in the long-term.

The Enhanced Shelter would be a continuous-stay shelter, in that it offers living arrangements where individuals have a room or bed assigned to them throughout the duration of their stay. The goal would be to provide services oriented toward bringing people experiencing unsheltered homelessness inside and exiting shelter participants to permanent housing and positive destinations quickly. The Department of Commerce grant guidelines require that rules and policies must be narrowly focused on maintaining a safe environment for participants and the community and avoid exits to homelessness.

Shelter programs funded by the grant must have flexible intake schedules and require minimal documentation. There are specific guidelines that prohibit certain criteria to be used to screen out individuals, including such things as little or no income, previous involvement with the criminal justice system, having been impacted or affected by crime, having active or a history of alcohol and/or substance use. In order to meet the timeline of the grant the Council adopted an interim ordinance in October 2020 allowing enhanced shelters in the R-48 zoning district through April of 2021.

The Planning Commission held a study session on the proposed code amendments on February 18<sup>th</sup>, 2021 where they heard from neighbors of the Oaks site and asked for additional information from staff. The meeting packet is available at <https://www.shorelinewa.gov/Home/Components/Calendar/Event/16143/182?toggle=allpast>.

### **Current Oaks Property Zoning and Uses**

The majority of the Oaks property is zoned R-48 (Residential 48 units per acre), with the parking lot in the NW corner zoned R-18. The site is located along the Aurora Avenue commercial corridor near a variety of businesses including banks, auto sales and service, marijuana retail, self-storage, a driving school, a youth baseball organization, a martial arts studio, and daycares. It is adjacent to single family houses to the west and

## 7a. Zoning Code Amendments to Allow Enhanced Shelters in the MB Zone

apartments and a vacant commercial building to the south. A rezone that would change the zoning of the site to Mixed Business (MB) is under review by the Hearing Examiner.

### **ANALYSIS**

The proposal before the Planning Commission is a code amendment defining Enhanced Shelters and permitting them as a use in the MB zoning district subject to certain index criteria. The MB zone, along with Community Business (CB) and Town Center (TC) 1, 2 and 3, already allows homeless shelters, though enhanced shelters have different operational criteria and therefore are being defined and regulated separately. A new definition would be added to the Zoning Code:

*Enhanced Shelter*      *A 24 hour a day facility which is open to adults experiencing homelessness regardless of prior criminal history, addiction or mental health challenges as long as the individual is able to live safely in community with others and abide by established program rules. The purpose is to provide safe shelter and access to resources including, but not limited to, housing, basic needs, hygiene, case management and social programs as they transition to permanent housing.*

During the Council's review of the interim ordinance for enhanced shelters they developed a set of index criteria to mitigate possible incompatibilities and provide a process to resolve conflicts that might arise from the use. These criteria are very similar to what is being proposed for the permanent regulations, with some additional refinements and clarifications. Two significant changes are the inclusion of a maximum occupancy of 100 residents and a spacing requirement of one mile from any other homeless shelters. See Attachment B for a map of the parcels that meet the enhanced shelter criteria.

### **20.40.355 Enhanced Shelter**

*Enhanced shelters are allowed in the MB zone subject to the below criteria:*

- A. It shall be operated by state, county, or city government, a State of Washington registered nonprofit corporation; or a Federally recognized tax exempt 501(C)(3) organization that has the capacity to organize and manage an enhanced shelter;*
- B. It shall permit inspections by City, Health and Fire Department inspectors at reasonable times for compliance with the City's requirements. An inspection by the Shoreline Fire Department is required prior to occupancy;*
- C. It shall develop and enforce a code of conduct acceptable to the City that articulates the rules and regulations of the shelter. These rules shall include, at a minimum, prohibitions against criminal activities, such as theft and threats or acts of violence, and the sale, purchase, possession, or use of alcohol or illegal drugs within the facility or on the facility grounds;*
- D. It shall be located with frontage on a principal arterial and within ¼ mile of a transit stop with frequent all-day service as defined by King County Metro Transit;*

## **7a. Zoning Code Amendments to Allow Enhanced Shelters in the MB Zone**

- E. To avoid a concentration of uses enhanced shelters must be located at least a mile from any other enhanced or homeless shelters, calculated as a radius from the property lines of the site;*
- F. The maximum number of residents in an enhanced shelter shall be determined by the general capacity of the building and the level of staffing to be provided, but shall in no case exceed 100;*
- G. A solid, 6-foot tall fence shall be provided along all property lines that abut residential zoning districts;*
- H. Submittal of a parking plan acceptable to the City prior to occupancy; and*
- I. The primary funding organization and shelter operator shall enter into a memorandum of agreement with the City regarding operational issues that shall include:*
  - 1. Staffing plans.*
  - 2. Requirements for regular reports to the City on how the shelter is meeting performance metrics.*
  - 3. An agreement that if calls for law enforcement service exceed an agreed upon threshold in any given quarter, the shelter operator will work with the City to reduce calls below the threshold level.*
  - 4. A coordination plan with the Shoreline Police Department which shall include protocols for Police response to the shelter and to shelter clients throughout Shoreline.*
  - 5. Requiring adherence to a good neighbor plan that addresses how the shelter operator will address litter, noise, security procedures, and other issues that may be of concern to the surrounding community.*
  - 6. Criteria to determine if/when to discontinue the shelter use if documented violations of the operational agreements are not addressed in a timely manner.*
  - 7. Provisions for City approval of any proposed change in shelter operator.*

A strikeout/underline version of the Code showing these proposed changes is included as Attachment A.

### **Information Requested by the Planning Commission**

#### What reporting metrics are included in the current enhanced shelter Memorandum of Agreement (MOA)?

The three-party agreement between the City, King County and Lake City Partners is based on items that were of concern to the Council and were adopted as requirements of the interim ordinance. It is included as Attachment C to this report and is an example of the types of agreements that would be required for future shelters. The MOA lists the data points that are required to be included in the quarterly reports to the City:

- 1) Number of individuals served;
- 2) Location of where an individual stayed the night before entering the shelter;
- 3) General demographics;
- 4) Number of intakes;
- 5) Number of exits; and
- 6) Summary of exit destination.

In addition, the City will track Police and Fire calls for service to the shelter by month. If the calls exceed the average for the prior use of the site by 25% or more the three

## **7a. Zoning Code Amendments to Allow Enhanced Shelters in the MB Zone**

parties will work together to identify issues and reduce the number of calls. The Shoreline Police and Fire Departments were involved in developing the language in the MOA and the currently proposed index criteria. The shelter resident code of conduct is listed in Attachment E.

### Is the kitchen at the Oaks functional? How will it be used?

The shelter operator is currently planning on contracting with a caterer for delivery of breakfast and dinner for the residents. The kitchen will be used for refrigeration, warming ovens, and steam tables. The most recent plan was to disable the cooktop and hood but retain the equipment in case plans change. The shelter operator anticipates that many residents will be out at appointments or working during the day and will likely provide bagged lunches for those that need them.

Future enhanced shelters may serve a variety of different populations in different types of facilities. While having access to a full kitchen and the ability to prepare food may be desirable and appropriate for some residents, for others it may create health and safety concerns. Codifying a requirement for specific kitchen equipment or resident participation in food preparation may present a barrier to the establishment of future shelters.

### What sort of outreach is the City doing about homelessness?

The City has provided funding support for outreach services to individuals experiencing homelessness for the last three years, focusing on areas such as parks or informal encampments. The contract for this service has been with Lake City Partners which is the organization that will be operating the North King County Enhanced Shelter. The City's interest and investment in the outreach component remains strong and we are looking forward to building a more comprehensive and robust approach to outreach services and see the new shelter as an additional tool in the toolbox for working with folks on a path to permanent housing.

The City has offered to set up a neighborhood committee to provide a regular means of communication with the residents and businesses near the Oaks site but did not hear from anyone who wanted to join. The shelter's good neighbor plan is included as Attachment D and addresses topics including parking, littering, smoking and noise.

### How is the shelter operator engaging with the community?

The shelter is open to innovative engagement with the community such as the successful art drive organized by a Lake Forest Park artist to decorate the rooms and common spaces at the shelter. <https://www.shorelineareanews.com/2021/02/artworks-donations-so-successful-that.html> Post-COVID they also anticipate offering tours to neighbors and welcoming volunteer groups to the facility.

### What facilities are there in other cities to serve people experiencing homelessness?

The Shoreline City Council set a goal of siting an enhanced shelter in our area due to the lack of a facility for homeless adults in North King County. The majority of regional homeless services are provided in Seattle with 514 basic shelter beds, 1,518 enhanced shelter beds and 311 tiny homes at multiple sites throughout the City. Bellevue, Kirkland, Mukilteo, Woodinville, Bremerton, Redmond, and Everett all have at least one facility, some of which are targeted to specific populations such as young adults or domestic

## **7a. Zoning Code Amendments to Allow Enhanced Shelters in the MB Zone**

violence survivors. Mary's Place has permanent family shelters in Seattle and Burien and temporary locations in White Center and Northshore. However, there is still a huge unmet need for emergency shelters and permanent supportive housing.

### **Development Code Amendment Decision Criteria**

SMC 20.30.350 states, "An amendment to the Development Code is a mechanism by which the City may bring its land use and development regulations into conformity with the Comprehensive Plan or respond to changing conditions or needs of the City". Development Code amendments may also be necessary to reduce confusion and clarify existing language, respond to regional and local policy changes, update references to other codes, eliminate redundant and inconsistent language, and codify Administrative Orders previously approved by the Director. Regardless of their purpose, all amendments are to implement and be consistent with the Comprehensive Plan.

The decision criteria for a Development Code amendment in SMC 20.30.350 (B) states the City Council may approve or approve with modifications a proposal for a change to the text of the land use code when all of the following are satisfied.

B. Decision Criteria. The City Council may approve or approve with modifications a proposal for the text of the Land Use Code if:

#### **1. The amendment is in accordance with the Comprehensive Plan; and**

Relevant Comprehensive Plan Policies Regarding Homeless Services:

Goal H VII: Collaborate with other jurisdictions and organizations to meet housing needs and address solutions that cross jurisdictional boundaries.

H19: Encourage, assist, and support non-profit agencies that construct, manage, and provide services for affordable housing and homelessness programs within the city.

H29: Support the development of public and private, short-term and long-term housing and services for Shoreline's population of people who are homeless.

Staff Analysis: The effort to site an enhanced shelter in the City of Shoreline has been a multi-agency partnership to address a regional crisis. The shelter is a collaboration between King County, the King County Housing Authority, and Lake City Partners Ending Homelessness to provide shelter and services to those in need in underserved areas of North King County. In these ways the proposed amendments implement the relevant Comprehensive Plan guidance listed above.

#### **2. The amendment will not adversely affect the public health, safety or general welfare; and**

Staff Analysis: The proposed amendments seek to address the homelessness crisis in our region and our City by permitting enhanced shelters to locate here. The index criteria proposed will provide safeguards to prevent or address possible conflicts with



## **7a. Zoning Code Amendments to Allow Enhanced Shelters in the MB Zone**

the adjacent properties and neighborhood. These criteria include City collaboration with the organization operating the shelter, ongoing collaboration with Shoreline Police, defined expectations around shelter resident behavior, adequate staffing of the shelter, and location near transit facilities.

### **3. The amendment is not contrary to the best interest of the citizens and property owners of the City of Shoreline.**

Staff Analysis: The Council has determined that there is an urgent need for services and shelter for homeless adults in our region. A confluence of factors led to King County establishing an enhanced shelter in Shoreline with the support of the City Council and many Shoreline residents. Providing a safe, stable environment for individuals experiencing homelessness to receive services and begin to address the factors that led to the loss of their housing is known as the “Housing First” model and is becoming a best practice nationwide. Over time, providing shelter and services on the journey back to permanent housing will reduce the number of people sheltering in our parks and open spaces.

### **RECOMMENDATION**

Hold a public hearing on the proposed code amendments on March 18, 2021 and make a Planning Commission recommendation to the City Council.

### **NEXT STEPS**

The City Council will review the Planning Commission’s recommendation in April.

### **Attachments**

- A – Proposed Code Amendments
- B – Map of Eligible MB Zoned Properties
- C – Memorandum of Agreement
- D – North King County Shelter (NKCS) Good Neighbor Plan
- E – North King County Shelter Resident Agreement

Proposed Code Amendments

-E-

**20.20.018 E definitions.**

Enhanced Shelter

A 24 hour a day facility which is open to adults experiencing homelessness regardless of prior criminal history, addiction or mental health challenges as long as the individual is able to live safely in community with others and abide by established program rules. The purpose is to provide safe shelter and access to resources including, but not limited to, housing, basic needs, hygiene, case management and social programs as they transition to permanent housing.

**Table 20.40.120 Residential Uses**

NAICS #	SPECIFIC LAND USE	R4- R6	R8- R12	R18- R48	TC- 4	NB	CB	MB	TC-1, 2 & 3
<b>TEMPORARY LODGING</b>									
	Homeless Shelter						P-i	P-i	P-i
	<u>Enhanced Shelter</u>							<u>P-i</u>	

**20.40.355 Enhanced Shelter**

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- A. It shall be operated by state, county, or city government, a State of Washington registered nonprofit corporation; or a Federally recognized tax exempt 501(C)(3) organization that has the capacity to organize and manage an enhanced shelter;
- B. It shall permit inspections by City, Health and Fire Department inspectors at reasonable times for compliance with the City's requirements. An inspection by the Shoreline Fire Department is required prior to occupancy;
- C. It shall develop and enforce a code of conduct acceptable to the City that articulates the rules and regulations of the shelter. These rules shall include, at a minimum, prohibitions against criminal activities, such as theft and threats or acts of violence, and the sale, purchase, possession, or use of alcohol or illegal drugs within the facility or on the facility grounds;
- D. It shall be located with frontage on a principal arterial and within ¼ mile of a transit stop with frequent all-day service as defined by King County Metro Transit;

## Att. A - Proposed Code Amendments

- E. To avoid a concentration of uses enhanced shelters must be located at least a mile from any other enhanced or homeless shelters, calculated as a radius from the property lines of the site;
- F. The maximum number of residents in an enhanced shelter shall be determined by the general capacity of the building and the level of staffing to be provided, but shall in no case exceed 100;
- G. A solid, 6-foot tall fence shall be provided along all property lines that abut residential zoning districts;
- H. Submittal of a parking plan acceptable to the City prior to occupancy; and
- I. The primary funding organization and shelter operator shall enter into a memorandum of agreement with the City regarding operational issues that shall include:
  - 1. Staffing plans.
  - 2. Requirements for regular reports to the City on how the shelter is meeting performance metrics.
  - 3. An agreement that if calls for law enforcement service exceed an agreed upon threshold in any given quarter, the shelter operator will work with the City to reduce calls below the threshold level.
  - 4. A coordination plan with the Shoreline Police Department which shall include protocols for Police response to the shelter and to shelter clients throughout Shoreline.
  - 5. Requiring adherence to a good neighbor plan that addresses how the shelter operator will address litter, noise, security procedures, and other issues that may be of concern to the surrounding community.
  - 6. Criteria to determine if/when to discontinue the shelter use if documented violations of the operational agreements are not addressed in a timely manner.
  - 7. Provisions for City approval of any proposed change in shelter operator.



### Enhanced Shelters

#### Eligible Tax Parcels Zoned MB\*

- Eligible Tax Parcel\*
- Tax Parcel (Zoned MB)
- Enhanced Shelter/Oaks Site
- 1 Mile Radius

#### Street

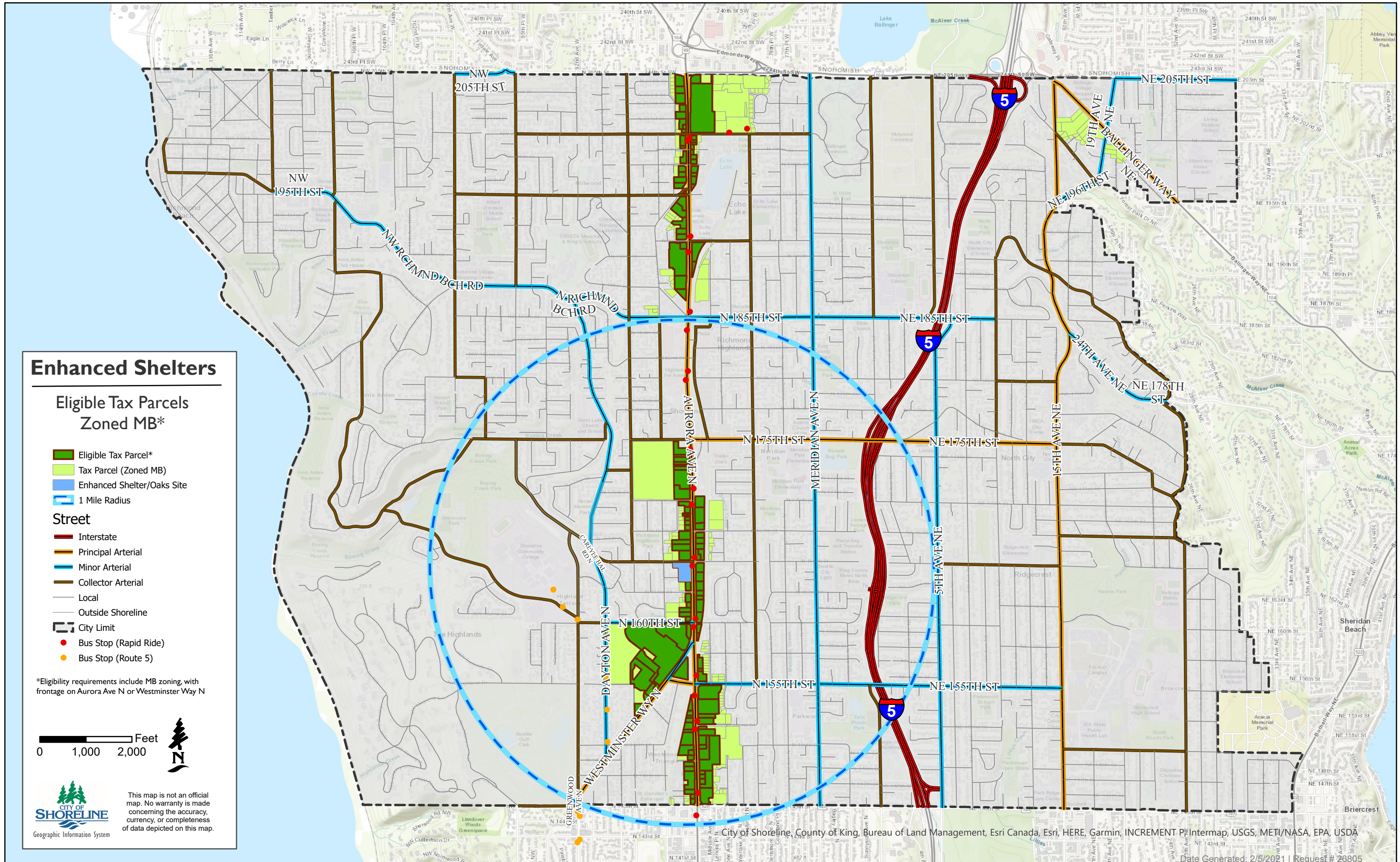
- Interstate
- Principal Arterial
- Minor Arterial
- Collector Arterial
- Local
- Outside Shoreline
- City Limit
- Bus Stop (Rapid Ride)
- Bus Stop (Route 5)

\*Eligibility requirements include MB zoning, with frontage on Aurora Ave N or Westminster Way N

0 1,000 2,000 Feet



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





**MEMORANDUM OF AGREEMENT  
FOR THE OPERATION OF AN ENHANCED SHELTER  
WITHIN THE CITY OF SHORELINE, WASHINGTON**

This **MEMORANDUM OF AGREEMENT** (“Agreement”) is dated as of \_\_\_\_\_, 2020 (“Effective Date”), and entered into by and among the City of Shoreline, a Washington municipal corporation (“Shoreline” or “the City”), King County, a Washington municipal corporation (“King County”), and Lake City Partners Ending Homelessness, a Washington non-profit corporation (“Lake City Partners”). Shoreline, King County, and Lake City Partners may be referred to individually as “Party” or collectively as “Parties.”

**WHEREAS**, like many other regions of the United States, King County has seen a rapid and troubling growth in the homeless population over the past several years, a condition that has been difficult to address given the high cost of housing in the region and the shortage of emergency, transitional, and affordable housing available to serve this population; and

**WHEREAS**, as a result, King County cities, including Shoreline, have experienced increased incidents of unlawful and unsafe camping activity in and upon portions of the public rights-of-ways, parks, and other public facilities (“Public Property”) not intended for those uses and in violation of local ordinances; and

**WHEREAS**, use of Shoreline Public Property in this manner creates health and safety risks to homeless persons due to traffic hazards, exposure to weather, inadequate sanitation, and other conditions detrimental to their well-being, and negatively impacts the health, safety, and general welfare of the larger community by degrading the environmental and physical condition of the Public Property, creating traffic hazards, and increasing risks associated with the spread of disease and frustrating the public purpose for which such Public Property is dedicated; and

**WHEREAS**, in furtherance of the public, safety, and well-being of the homeless and all residents in the City of Shoreline, and to return and preserve Shoreline Public Property for its intended purpose, the Parties have worked together cooperatively and in good-faith towards addressing homelessness; and

**WHEREAS**, the Parties desire to establish an Enhanced Shelter that makes resources available to serve homeless individuals with the goal of providing supportive housing such that homeless individuals utilizing those resources may transition from temporary facilities into long-term, stable housing solutions; and

**WHEREAS**, King County has applied for certain grant funds under the Washington State Department of Commerce’s Shelter Program Grant, and intends to utilize those grant funds, along with other available funding, for the future operation of an Enhanced Shelter intended to serve the unsheltered homeless population currently residing with the City of Shoreline and other North King County cities; and

**WHEREAS**, the United States Secretary of Health and Human Services, the Governor of Washington state and King County Executive have each declared a state of emergency as a result of coronavirus disease 2019 (COVID-19) outbreak and confirmation of person-to-person spread in Washington state; and

**WHEREAS**, many existing shelters and other sites that traditionally housed persons experiencing homelessness are not suitable for the conditions required under COVID-19, lacking adequate space and ventilation to allow for social distancing necessary to combat the COVID-19 pandemic and associated community transmission and are insufficient to protect and promote public health; and

**WHEREAS**, King County and Shoreline have a mutual interest in facilitating a deintensification non-congregate shelter care facility for individuals experiencing homelessness who are not able to isolate or quarantine in their own homes during the COVID-19 pandemic with related support uses; and

**WHEREAS**, King County is considering whether to contract with Lake City Partners to manage and operate an Enhanced Shelter, as defined below, within Shoreline that follows public health best practices; and

**WHEREAS**, the Parties desire to memorialize terms and conditions relating to the operation and maintenance of an Enhanced Shelter, and other related matters in furtherance of the common purpose of addressing homelessness;

**NOW THEREFORE**, in consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

## **AGREEMENT**

### **I. PURPOSE**

The purpose of this Agreement is to set forth parameters, processes and procedures related to how the Parties intend to address issues related to operation and management of an Enhanced Shelter in the City of Shoreline. This Agreement is also meant to comply with the requirement set forth in SMC 20.40.355(G), as adopted by City of Shoreline Ordinance No. 906 and amended by City of Shoreline Ordinance No. 913, which requires King County, as the primary funding organization, and Lake City Partners, as the shelter operator, to enter into an agreement to address Enhanced Shelter operational issues of concern.

### **II. DEFINITIONS**

“Enhanced Shelter” means a 24-hour a day facility intended to provide individuals experiencing homelessness with access to resources including, but not limited to, housing, basic needs, hygiene, case management and social programs as they transition to permanent housing.

**III. TERM AND TERMINATION**

- A. The term of this Agreement commences on the date executed by all the Parties and shall continue until June 30, 2023, unless extended or terminated by the Parties in accordance with this Agreement.
- B. This Agreement may be extended by mutual, written agreement of the Parties which shall be appended to this Agreement.
- C. This Agreement may be terminated by any Party if any other Party fails to comply with any material provisions of the Agreement, in whole or in part, for default as provided for in this Agreement.

**IV. USE, MAINTENANCE, AND OPERATION OF ENHANCED SHELTER**

**A. ENHANCED SHELTER OPERATION**

- 1. Operator. King County intends to contract with a separate provider for operation of an Enhanced Shelter and, together with Shoreline, has identified Lake City Partners as the likely shelter operator. King County and Shoreline are actively considering the former Oaks at Forest Bay Nursing Home (The Oaks), located at 16357 Aurora Avenue North as the Enhanced Shelter site. The facility would serve the North King County area as an Enhanced Shelter for adults for the term of this Agreement.
- 2. Responsibilities. As the shelter operator, Lake City Partners will be responsible for reaching out to local service providers to share information about the shelter and provide information related to which clients are eligible to be served and how to make a referral. The Parties currently understand that the local agencies most likely to make referrals to this program include Lake City Partners Outreach; Shoreline Police and Fire Departments; local hospitals; Therapeutic Health Services; International Community Health Services; Hopelink and local faith communities that work with individuals experiencing homelessness.
- 3. Priority. Because occupancy rates tend to be high, the standard approach used by other shelters in King County is that they notify referring agencies when they have an open space or when they know a bed will soon be vacated. The referring organizations will send over a referral form with information regarding the individual they are working with. If more than one referral is made, Lake City Partner's staff will consider both the location of the household (individual or couple) experiencing homelessness as well as the level of need for the service; *e.g.*, those with health conditions that are being exacerbated by being outdoors. Those with severe health conditions will be prioritized in every case, while those who are currently located in Shoreline will be given the next level of priority. Shelter staff will use a standard set of screening/intake questions before confirming a bed for any given individual.

4. Maximum Residential Capacity. The maximum residential capacity of the Enhanced Shelter shall be 60 people.

**B. STAFFING PLAN**

Prior to operation, Lake City Partners shall submit to the City the proposed staffing plan for the City's review and comment. In general, the Parties understand that the staffing for the Enhanced Shelter will be supported by a staffing plan that will ensure that there will be a minimum of three trained, professional staff onsite at all times. In addition, Lake City Partners anticipates that the onsite program would include positions such as a full time Program Director, a Licensed Mental Health Specialist, a Registered Nurse, Housing Outreach staff and Housekeeping and Facility Maintenance. Overall Administrative support will be provided by the Executive Team of Lake City Partners including the Executive and Deputy Directors, Volunteer Coordinator, and Administrative Services Office. Lake City Partners retains the right to adjust specific positions as needed to safely and effectively run the program, provided that it may not adjust the minimum requirement of three professional staff members on the premises at all time. Prior to making an adjustment to the approved staffing plan, Lake City Partners shall provide the City a reasonable opportunity to review and comment on the proposed change(s) prior to implementing such changes.

**C. SHELTER OPERATIONAL DATA AND PERFORMANCE METRICS**

Lake City Partners shall provide project-level reports of County-wide Homelessness Management Information System (HMIS) intake and exit data to the City when requested. Project Intake forms are attached to this Agreement as Exhibit A, and Project Exit forms are attached to this Agreement as Exhibit B. Such reports shall be provided upon request.

Lake City Partners are to submit quarterly reports to Shoreline that shall document, at a minimum, the following:

1. Number of individuals served;
2. Location of where an individual stayed the night before entering the Shelter;
3. General Demographics;
4. Number of Intakes;
5. Number of Exits;
6. Summary of Exit destination.

**D. EMERGENCY CALLS FOR SERVICE**

Shoreline shall document the average number of 911 (Police and Fire) dispatched calls for service to the Oaks Facility per month for the two years prior to March 2020, to create a baseline average. Shoreline will also track 911 (Police and Fire) dispatched calls for service to the Oaks Facility beginning on the first date of Enhanced Shelter program operations. If said monthly dispatched calls for service are experienced beyond a 25% increase over the baseline average, King County and Shoreline will work with Lake City Partners to reduce the calls to below the threshold level.



The Parties shall evaluate the nature of the calls for service to determine whether additional resources, beyond those anticipated through staffing identified above, are needed to address mental health, police response or other specific needs.

**E. GOOD NEIGHBOR PLAN**

King County and Lake City Partners shall comply with the Good Neighbor Plan in relation to litter, noise, security procedures, and other potential issues of concern. The Good Neighbor Plan is attached to this Agreement as Exhibit C.

**F. ADDRESSING NUISANCE VIOLATIONS**

The City has a Chronic Nuisance Property Ordinance (SMC 9.30) which outlines specific conditions that constitute public nuisance activities. King County and Lake City Partners understand and agree that should the Enhanced Shelter be determined a chronic nuisance property as set out in that Chapter, the City may take action to abate the nuisance pursuant to SMC 9.30.050, provided that reasonable notice is given in accordance with this Agreement. King County and Lake City Partners agree that abatement may specifically include the ability to order that the Enhanced Shelter use be discontinued if the City reasonably determines that steps to cure the nuisance will not be sufficient to adequately protect health and safety. If Lake City Partners or King County fail to address any written demand by the City to correct a violation within the cure time stated in the demand, which shall not be more than 45 days or less than 10 days, the City may order the Enhanced Shelter use be discontinued until such violations(s) are corrected.

All Parties shall comply with all applicable federal, state, and local laws. Nothing in this Agreement shall be construed to limit the authority of the City of Shoreline to adopt and apply codes, ordinances, and regulations under its police power for the public health, safety, and general welfare to the operation and management of the Enhanced Shelter addressed by this Agreement.

King County or Lake City Partners may appeal any written demand issued to Shoreline's Hearing Examiner by filing a written appeal with the Shoreline City Clerk within fourteen (14) calendar days of the date of the demand. An appeal hearing shall be conducted as provided in SMC 20.30 Subchapter IV and the Hearing Examiner Rules of Procedure.

**G. CHANGES TO SHELTER OPERATOR**

Any proposed change to the shelter operator, which at the time of execution of this Agreement is expected to be Lake City Partners, shall be made by King County and will require prior approval of the Shoreline City Council and shall only be approved if the operator is deemed capable and agrees to the terms and conditions of this Agreement, which decision shall be in the sole discretion of the Shoreline City Council. If a new shelter operator is approved by the Shoreline City Council, King County agrees to substitute in the new Operator into this Agreement and if necessary to execute a new Memorandum of Agreement which must be entered into among the Parties that would be in a similar format to this Agreement.

**V. REPRESENTATIVES AND NOTICE**

**A. REPRESENTATIVES**

For the purposes of administering this Agreement, the following individuals shall be the representatives for their respective agencies:

City of Shoreline: Bethany Wolbrecht-Dunn, Community Services Manager

King County: Janice Hougen, Special Projects Lead Program Manager III

Lake City Partners: Melanie Neufeld, Executive Director

**B. NOTICES**

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears below (as modified in writing from time to time by such party), and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

City Manager  
City of Shoreline  
17500 Midvale Avenue N  
Shoreline, WA 98133  
(206) 801-2700

Director, Department of Community and Human Services  
King County  
401 5<sup>th</sup> Avenue, Suite 400  
Seattle, WA 98104  
(206) 363-9105

Executive Director  
Lake City Partners Ending Homelessness  
3120 NE 125<sup>th</sup> Street  
Seattle, WA 98125  
(206) 361-4630

**VI. DISPUTE RESOLUTION, DEFAULT, REMEDIES**

The provisions contained in this Agreement depend upon timely and open communication and cooperation among the Parties. In this regard, communication of issues, changes, or problems that arise should occur as early as possible in the process. Each Party shall work cooperatively and in good faith toward resolution of issues in a manner that ensures adequate time for each Party to consider and address the issues.

**A. DISPUTE RESOLUTION**

1. Any disputes or questions of interpretation of this Agreement that may arise among the Parties shall be governed under the Dispute Resolution provisions in this Section unless a specific procedure is addressed elsewhere in this agreement. The Parties agree to exercise their best efforts to promptly resolve any disputes that may arise through this dispute resolution process.

2. The Parties agree to use their best efforts to resolve disputes arising out of or related to this Agreement using good faith negotiations by engaging in the following dispute escalation process should any such disputes arise:

a. Level One – The Designated Representatives as identified in this Agreement shall meet to discuss and attempt to resolve the dispute in a timely manner. If they cannot resolve the dispute within ten (10) calendar days after referral of that dispute to Level One, a Party may refer the dispute to Level Two.

b. Level Two – Lake City Partners’ Executive Director, King County Department of Community and Human Services Director or Designee, and the City’s City Manager or Designee shall meet to discuss and attempt to resolve the dispute in a timely manner.

3. If the dispute is not resolved within ten (10) calendar days after referral of that dispute to Level Two, the Parties are free to pursue any remedies otherwise available to them in law or equity. At all times prior to resolution of the dispute, the Parties shall continue to perform under this Agreement in the same manner and under the same terms as existed prior to the dispute.

**B. NOTICE OF DEFAULT**

No Party shall be in default under this Agreement unless it has failed to perform under this Agreement for a period of thirty (30) calendar days after written notice of default from any other Party. Each notice of default shall specify the nature of the alleged default and the manner in which the default may be cured satisfactorily. If the nature of the alleged default is such that it cannot be reasonably cured within the thirty (30) day period, then the defaulting Party shall initiate reasonable actions to cure within the thirty (30) day period; provided, however, such default shall not be deemed a cure unless and until the defaulting Party diligently pursues such cure to completion. Nothing in this section is intended to limit Shoreline’s ability to pursue enforcement remedies that may be available pursuant to SMC Chapter 9.30 (Chronic Nuisance Property), as otherwise specified in this Agreement.

**C. REMEDIES**

Any Party hereto has the right to exercise any and all remedies, singly or in combination available in equity or law, consistent with the dispute resolution and notice of default sections of this Agreement, if applicable, in the event that any Party violates any provision of this Agreement. The Parties agree that specific performance is available for any provision that reasonably lends itself to such remedy.

**D. CUMULATIVE REMEDIES**

In determining which remedy or remedies for a Party's violation are appropriate, a court may take into consideration the nature and extent of the violation, the remedy needed to prevent such violations in the future, whether the party has a history of previous violations of the same or similar kind, and such other considerations as are appropriate under the circumstance. Remedies are cumulative; the exercise of one shall not foreclose the exercise of others.

**E. FAILURE TO ENFORCE**

No Parties hereto shall be relieved of any of their obligations to comply promptly with any provision of this Agreement by reason of any failure of another Party to enforce prompt compliance, and one Party's failure to enforce shall not constitute a waiver of rights or acquiescence in the other Party's conduct.

**VII. INDEMNITY AND INSURANCE**

**A. INDEMNIFICATION**

Lake City Partners and King County shall defend, indemnify, and hold each other and the City of Shoreline, and their respective officers, officials, employees and volunteers harmless from any and all claims, damages, injuries, liabilities, actions, fines, penalties, costs and expenses of whatsoever kind and nature including but not limited to bodily injury, property damage, COVID-19 claims, and attorney fees ("Indemnified Claims") arising out of or related to the indemnifying Party's negligent acts or omissions in performance of this Agreement, except to the extent injuries and damages are caused by the negligence of another Party or the City of Shoreline.

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 Parties, their officers, officials, employees, and volunteers, each Party's liability hereunder shall be only to the extent of its own negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes each Party'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 this Agreement.

**B. INSURANCE**

Lake City Partners shall maintain the types and amounts of liability insurance as specified below, or a fully funded self-insurance program, for the protection and handling of its liabilities, including injuries to persons and damage to property. Upon request by Shoreline and/or King County, and within five (5) business days of such request, Lake City Partners must provide a certificate of insurance or a letter of self-insurance, evidencing such coverage.

1. Professional Liability, Errors or Omissions insurance, appropriate to the activities being performed, with limits of liability not less than \$1,000,000 per claim and in the aggregate.

2. Commercial General Liability insurance at least as broad as Insurance Services Office (ISO) Form CG 00 01 and shall cover liability arising from premises, operation, stop-gap independent contractors, and personal injury and property damage with a limit of no less than \$1,000,000 each occurrence and \$2,000,000 general aggregate.
3. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on ISO Form CA 00 01 or a substitute form providing equivalent liability coverage with combined single limits of liability not less than \$1,000,000 for bodily injury, including personal injury or death and property damage per accident.
4. Worker's Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
5. Employer's Liability or "Stop-Gap" coverage in the amount of \$1,000,000 each occurrence and shall be at least as broad as the protection provided by the Worker's Compensation policy Part 2 (Employer's Liability) or, in states with monopolistic state funds, the protection provided by the "Stop-Gap" endorsement to the General Liability policy.

Shoreline and King County shall be included as additional insureds for full coverage and policy limits on all liability policies (excluding Worker's Compensation and Professional Liability). Lake City Partners shall submit to Shoreline and King County a copy of the insurance certificate(s) and all required endorsement(s) prior to performing any work under this agreement.

If Lake City Partners maintains higher insurance limits than the minimums shown above, Shoreline and King County shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by Lake City Partners, irrespective of whether such limits maintained are greater than those required by this Contract or whether any certificate of insurance furnished to Shoreline and King County evidences limits of liability lower than those maintained by Lake City Partners.

King County maintains a fully funded Self-Insurance program for the protection and handling of its liabilities including injuries to persons and damage to property. King County does not purchase Commercial General Liability insurance and is a self-insured governmental entity; therefore, King County does not have the ability to name an entity as an additional insured.

If King County no longer maintains a fully funded self-insurance program for the protection and handling of its liabilities, King County shall obtain insurance of the types and limits described above during the term of this Agreement and extensions. These policies are to contain, or be endorsed to contain, provisions that 1) King County's insurance coverage shall be primary insurance with insurance or insurance pool coverage maintained by Shoreline as excess of King County's insurance (except for professional

liability insurance); and 2) King County's insurance coverage shall not be cancelled during the term of this Agreement.

**VIII. GENERAL PROVISIONS**

**A. RECORDS**

King County and Shoreline acknowledge that they are local agencies subject to Washington's Public Records Act, chapter 42.56 RCW, and, as such, this Agreement and records arising from the performance of this Agreement are public records subject to disclosure unless an exemption applies. The City and King County will retain this Agreement and all records related to this Agreement consistent with the records retention schedule for contracts/agreements issued by the Washington Secretary of State pursuant to chapter 40.14 RCW.

**B. COMPLIANCE WITH APPLICABLE LAWS**

King County and Lake City Partners agree to comply with all applicable federal, state, and local laws, rules, and regulations, including those pertaining to nondiscrimination, and agrees to require the same of any subcontractors providing services or performing any work related to the Agreement.

During the performance of this Agreement, no Party shall, in hiring or employment made possible or resulting from this Agreement, engage in 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.

During the performance of this Agreement, King County and Lake City Partners shall be knowledgeable of, remain current, and comply with all applicable health and safety guidelines, recommendations, and orders related to the COVID-19 public health emergency issued by the Public Health Department for King County, Washington State Department of Health, and/or US Center for Disease Control until such time as the public health emergency is no longer occurring.

**C. JURISDICTION AND VENUE**

This Agreement shall be interpreted pursuant to the laws of the State of Washington and any judicial action arising from this Agreement shall be in King County Superior Court. In any action or proceeding to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to recover its reasonable costs, expenses, and attorneys' fees incurred in such action or proceeding.

**D. NON-WAIVER OF RIGHTS AND REMEDIES**

No term or provisions of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other Party, whether expressed or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

**E. 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.

**F. SUCCESSORS OR ASSIGNS**

No Party shall assign, transfer or encumber any rights, duties or interests accruing from this Agreement without the written consent of the other Parties.

**G. NO THIRD-PARTY BENEFICIARIES**

This Agreement is entered into by and among the Parties hereto and is not intended to confer any rights or remedies upon any other persons or entities.

**H. EXECUTION OF AGREEMENT – COUNTERPARTS**

This Agreement may be executed counterparts, all of which shall be regarded for all purposes as an original.

**I. NO REQUIREMENT OR APPROVAL TO PROCEED**

This Agreement is made in contemplation of the former Oaks at Forest Bay Nursing Home site being utilized as a potential Enhanced Shelter site, it is not intended to either signify

approval or require that any Party proceed with the operation of a shelter at this or any other location. Nothing in this Agreement shall be construed to limit any discretionary decision whether to proceed with or authorize operation of the Enhanced Shelter contemplates by this Agreement.

**J. ENTIRE AGREEMENT**

This Agreement contains the entire agreement among the Parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind any of the parties hereto. The Parties may request changes in this Agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendment to this Agreement.

**K. SEVERABILITY**

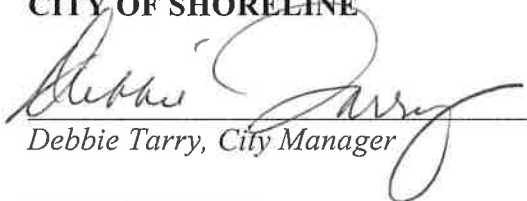
Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon Shoreline and King County, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**L. CAPTIONS**

The titles of sections or any other parts of this Agreement are for convenience only and do not define or limit the contents.

**IN WITNESS WHEREOF**, each person executing this Agreement on behalf of a Party represents and warrants that he or she is fully authorized to execute this Agreement of behalf of the Party for which he or she is signing on the date indicated next to their signatures.

**CITY OF SHORELINE**

  
\_\_\_\_\_  
*Debbie Tarry, City Manager*

12/30/20  
\_\_\_\_\_  
*Date*

**KING COUNTY**

\_\_\_\_\_  
*Dow Constantine, King County Executive*

\_\_\_\_\_  
*Date*

**LAKE CITY PARTNERS ENDING HOMELESSNESS**

\_\_\_\_\_  
*Melanie Neufeld, Executive Director*

\_\_\_\_\_  
*Date*



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**CITY OF SHORELINE**

\_\_\_\_\_  
*Debbie Tarry, City Manager*

\_\_\_\_\_  
*Date*

**KING COUNTY**

  
\_\_\_\_\_  
*Dow Constantine, King County Executive*

12.28.20  
*Date*

**LAKE CITY PARTNERS ENDING HOMELESSNESS**

\_\_\_\_\_  
*Melanie Neufeld, Executive Director*

\_\_\_\_\_  
*Date*

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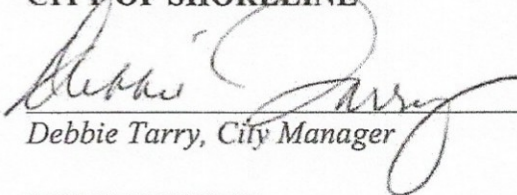
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**CITY OF SHORELINE**

  
\_\_\_\_\_  
*Debbie Tarry, City Manager*


12/30/20  
Date

**KING COUNTY**

\_\_\_\_\_  
*Dow Constantine, King County Executive*

\_\_\_\_\_  
Date

**LAKE CITY PARTNERS ENDING HOMELESSNESS**

  
\_\_\_\_\_  
*Melanie Neufeld, Executive Director*

1/4/21  
Date



# Good Neighbor Plan

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## North King County Shelter (NKCS)

The Good Neighbor Plan is intended to create safety for the larger community of Shoreline and the surrounding neighborhood of the shelter at the Oaks facility as Lake City Partners' commit to serving the most vulnerable in the North King County area. NKCS will treat all its neighbors with dignity and respect. **Staff of the NKCS will work with residents to ensure safety and respect for the neighboring community and commit to regular monitoring.**

### Open House:

- Facility tours will be planned for neighbors interested in seeing the facility.

### Ongoing Communication:

- Staff are committed to responding and meeting with neighbors to address concerns, see contact information below.

### Prevention:

- All residents will be required to sign an agreement with the commitment to:
  - maintaining a peaceful presence in the community, respecting neighborhood residents and their property.
  - not congregating in the neighboring residential or commercial area, behind building or in alleyways.
  - disposing of litter in appropriate receptacles.
  - following all parking policies including no abandonment of vehicles, no vehicle camping, and no parking of recreational vehicles on site.
  - smoking in designated areas in the courtyard.
  - accessing shelter through front entrance only.
  - quiet hours between 10pm-7am and refraining from excessive noise.
- All staff will regularly monitor areas surrounding the facility and schedule walks through local neighborhood and park to notice congregating and littering.
- Staff will work with residents to keep the grounds and facility clean and well-maintained, free of litter and mindful of noise during quiet hours.

### Contact:

- Shelter contact: Kevin Maguire, Program Director [kevin@lakecitypartners.org](mailto:kevin@lakecitypartners.org)
- Shelter phone: 206-913-2267



**North King County Shelter Resident Agreement**

This resident agreement sets out the standards for staying in short-term temporary housing assistance (“shelter”). Since shelter is not a home, but rather a stepping stone to permanent housing and rejoining the community, there are certain expectations for you while in shelter. These standards ensure shelters are safe for everyone and that we work together to help you move as quickly as possible from emergency housing to a permanent home. Appropriate consequences will be determined for being non-compliant. Please review and take seriously the following concerns:

\_\_\_\_ I will maintain a peaceful presence in the community, respecting neighborhood residents and their property. There will be no camping or congregating in the neighboring residential or commercial area.

\_\_\_\_ I will follow all parking policies including no abandonment of vehicles, no vehicle camping, and no parking of recreational vehicles on site.

\_\_\_\_ I will cooperate with staff and follow their instructions. I understand that failing to listen to staff in a timely manner can create both personal and community safety issues.

\_\_\_\_ I will not use violence or threats of violence. This includes instigating and inciting aggression out of another person. If I feel threatened by another person(s) I will contact the shelter staff and let them resolve it.

\_\_\_\_ I will not bring any weapon onto the premises. Weapons include guns, knives, and any other objects designated as a dangerous weapon by applicable law, or any items staff feel poses a risk to yourself or others. Self-defense items (knives, etc) may be turned into staff immediately for holding during your stay.

\_\_\_\_ I understand discriminatory language or behavior related to any of the following categories is not acceptable: race, religious affiliation, economic status, national origin, gender identity, and sexual orientation. I will not harass any other residents.

\_\_\_\_ I agree to abstain from possessing, using, selling, or assisting in the possession, use, and sale of any intoxicant or controlled substance inside the shelter or on the property. This includes alcohol, marijuana, federally illegal substances, federally controlled substances, and any abused legal substances.

\_\_\_\_ I will not take anything that doesn't belong to me. Shelter prohibits any criminal activity including theft.

\_\_\_\_ I understand that the staff and volunteers of Lake City Partners Ending Homelessness do not assume any responsibility for personal property during my stay in the shelter.

\_\_\_\_ I will keep my belongings and room reasonably tidy.

\_\_\_\_ I will be fully dressed in public areas of the shelter.

\_\_\_\_ I will respect the private rooms of other residents and only visit in public spaces. .

\_\_\_\_ I understand that my storage is limited to 1 locker and cabinet. If I leave the shelter I have 14 days to retrieve my belongings from on-site storage before it is donated to the community.



**North King County Shelter Resident Agreement**

\_\_\_\_ I will look after my pet and ensure that they are not a hazard or disturbance to other residents. Pets will be limited to designated areas (private rooms, designated common area, and courtyard). This includes, but is not limited to: picking up after my pet, taking responsibilities for damages created by my pet, leashing my pet in designated common areas, or quieting my pet if they are disruptive.

\_\_\_\_ I understand there is no entry between 10:00PM and 5am. Residents can request permission for late returns to shelter or early leave for work or medical reasons.

\_\_\_\_ I understand if I have not returned to shelter and there has been no communication within 48 hours, my room is forfeit. If you have not been present on site for 5 days despite communicating with staff about your absence, your room is forfeit. Please be aware your belongings will only be stored for 14 days.

\_\_\_\_ I understand that if I break any of the above standards I can be given a documented warning or will need to submit to the shelter's resolution process. This resolution process includes speaking with my case manager and program director about ways to resolve harm I may have caused. Shelter staff are available for aid and resources if I find myself struggling.

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Staff Signature

\_\_\_\_\_  
Date