

6b. Staff Report - Draft 2020 Comprehensive Plan Amendment Docket

Planning Commission Meeting Date: February 6, 2020

Agenda Item 6b.

PLANNING COMMISSION AGENDA ITEM CITY OF SHORELINE, WASHINGTON

AGENDA TITLE: Draft 2020 Comprehensive Plan Docket
DEPARTMENT: Planning & Community Development
PRESENTED BY: Steven Szafran, AICP, Senior Planner
Rachael Markle, AICP, Director

Public Hearing
 Discussion

Study Session
 Update

Recommendation Only
 Other

INTRODUCTION

The State Growth Management Act (GMA), chapter 36.70A RCW, limits review of proposed Comprehensive Plan Amendments (CPAs) to no more than once a year. To ensure that the public and the City can consider the proposed amendments within a citywide context, RCW 36.70A.470 mandates that the City create a “docket” that lists the amendments to be considered in this “once a year” review process.

Thus, the “docket” represents a list of Comprehensive Plan amendments the City will be responsible for analyzing and evaluating for potential adoption. In addition, the “docket” ensures that all of the proposed amendments are considered concurrently so that the cumulative effect of the various proposals can be ascertained when the City Council is making its final decision, as required by RCW 36.70A.130(2)(b).

The Draft 2020 Comprehensive Plan Docket is attached as **Attachment A**.

BACKGROUND

Comprehensive Plan Amendments take two forms: Privately initiated amendments and city-initiated amendments. Pursuant to SMC 20.30.340(C)(2), all privately initiated Comprehensive Plan Amendments must be submitted by December 1 of the previous year. The Council may add Comprehensive Plan amendments any time before the final Docket is set.

Approved By:

Project Manager



Planning Director



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Draft 2020 Comprehensive Plan Docket

For 2020, there is one privately initiated amendment and two (2) city-initiated amendments. At tonight's meeting, the Planning Commission will recommend which amendments should be evaluated in 2020, establishing the Draft 2020 Docket. This will be submitted to the City Council to establish the Final 2020 Docket. City Staff will then analyze and evaluate the proposed amendments and return to the Planning Commission for study sessions and a public hearing. The Planning Commission will issue its recommendation and the City Council will consider that recommendation when it determines what proposed amendments to adopt. The Council must act on the Docketed amendments before the end of 2020 or can defer all or some of the amendments to be considered for inclusion on a future docket.

Amendments

Amendment #1 – Amend Table 6.6 of the Parks, Recreation, and Open Space Plan to acquire park and open space between Dayton Avenue and Interstate 5 and between 145th and 165th Streets.

This amendment amends Table 6.6 of the Parks, Recreation, and Open Space Plan (PROS) (**Attachment B**). Table 6.6 is a list of general capital projects that are targeted for acquisition between 2024 and 2029. The amendment will consider acquisition of park space and open space between Dayton Avenue to I-5 and between 145th Street to 165th Street instead of the more constrained area of Aurora Avenue to I-5 and 155th Street to 165th Street. This amendment will provide additional opportunities to meet the level of service targets for the Westminster Triangle Neighborhood as demonstrated in PROS Plan Figure 4.17.

Recommendation:

Staff recommends that this amendment be placed on the 2020 Comprehensive Plan Docket.

Amendment #2 – Amend the Point Wells Subarea Plan to be consistent with Interlocal Agreement between City of Shoreline and Town of Woodway.

This amendment proposes to amend the Point Wells Subarea Plan and associated Comprehensive Plan Policy LU51 related to Point Wells to implement the Interlocal Agreement with the Town of Woodway approved by City Council on October 7, 2019. This agreement pertains to Shoreline's support for Woodway's future annexation of Point Wells and coordination of land use planning and development regulations for the area by the Town of Woodway and City of Shoreline. The following is a link to the approved interlocal agreement:

<http://www.shorelinewa.gov/Home/ShowDocument?id=45834> .

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In October 2019, a settlement and Interlocal Agreement (ILA) was entered between the Town of Woodway and the City of Shoreline for the purpose of addressing services, infrastructure, mitigation, impacts, and other issues related to the development of the Point Wells site located in unincorporated Snohomish County (**Attachment C**). As part of the agreement, a joint planning working group comprised of staff from the Town of Woodway and the City of Shoreline has been formed to develop and recommend mutually agreeable Comprehensive Plan Policies, development regulations, and design standards for Point Wells to be considered for adoption. Amendments to the Point Wells Subarea Plan will also be included to reflect the recommendations of the joint working group. The recommended goals, policies, and development regulations will be adopted by both the Town of Woodway and the City of Shoreline in order to have consistent development regulations under either jurisdiction.

As outlined in the ILA, development regulations must generally include:

1. Primarily residential uses that are pedestrian oriented with limited commercial uses.
2. A traffic study for any proposed development.
3. Building height limited to 75 feet.
4. Mandatory public recreational facilities and public access to Puget Sound.
5. Development required to achieve the highest level of environmental sustainability.
6. Development must adhere to “dark skies” standards in an effort to reduce light pollution to adjacent neighborhoods.
7. Development shall be approved under a Master Development Plan or Development Agreement with design review.
8. In no case shall traffic exceed 4,000 average daily trips on Richmond Beach Drive.

Recommendation:

Staff recommends that this amendment be placed on the 2020 Comprehensive Plan Docket.

Amendment #3 – Amend the Land Use Element to include a new policy requiring commercial uses within commercial and mixed-use zones.

This is a privately initiated amendment (**Attachment D**) to add a new Comprehensive Plan Land Use Element Policy, LU9, to require commercial uses in the city’s mixed-use and commercial zones. Currently, there are no regulations that require mixed-use or commercially zoned parcels be developed with commercial uses. The applicant has proposed a new Land Use Policy 9 which states,

LU9: Within the City’s commercial areas, mixing of land uses is encouraged to bring shops, services, and offices in close proximity to residential uses. The purpose is to permit those uses which are intended to provide goods and services for the everyday needs of the immediate neighborhood rather than serve the broader nearby communities, and which generally conform to the Comprehensive Plan of the City.

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Multifamily residential uses are permitted, provided the multifamily residential use is part of a mixed-use building or is on property that has commercial uses. Multifamily residential development without commercial uses on the property shall not be permitted.

The applicant of this amendment has also submitted a companion Development Code amendment that lists specific development regulations for commercial uses in mixed-use and commercial zones.

Not requiring commercial uses was an intentional choice on the part of the City Council and has been a city policy since the incorporation of Shoreline in 1995. Because market demand for commercial uses may be low, the city allows development within the mixed-use and commercial zones to be purely residential. To accommodate future commercial uses within these buildings, the city requires that the ground floor be built to commercial standards including:

1. Building interiors that shall be 12-foot height and 20-foot depth and built to commercial building code.
2. Minimum window area shall be 50 percent of the ground floor facade for each front facade which can include glass entry doors.
3. A building's primary entry shall be located on a street frontage and recessed to prevent door swings over sidewalks, or an entry to an interior plaza or courtyard from which building entries are accessible.
4. Minimum weather protection shall be provided at least five feet in depth, nine-foot height clearance, and along 80 percent of the façade where over pedestrian facilities.

Recommendation:

Staff recommends that this amendment be added to the 2020 Comprehensive Plan Docket.

PROCESS

It is important to remember that by recommending approval or denial of any proposed amendment for the Draft 2020 Docket, the Commission is only making a recommendation to the City Council. The City Council will ultimately decide what amendments will be included on the 2020 Final Docket. After the Final Docket has been established, amendments will be studied, analyzed, and considered for potential adoption before the end of 2020. The docketing process does not indicate approval of any amendment.

TIMING AND SCHEDULE

- Docket request press release and website – November 2019
- Docket submittal deadline – December 1, 2019
- Planning Commission Recommends Docket– February 6, 2020

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- Council Discusses the Final Docket – March 2, 2020
- Council Sets the Final Docket – March 16, 2020
- PC Public Hearing on Proposed Docketed Amendments – August 2020 (tentative)
- Council adoption of the Proposed Docketed Amendments– September 2020 (tentative)

RECOMMENDATION

Staff recommends that the Planning Commission recommend Amendments 1, 2, and 3 be placed on the proposed 2020 Comprehensive Plan Docket.

ATTACHMENT

- Attachment A – Draft 2020 Comprehensive Plan Docket
- Attachment B – Draft PROS Plan amendments to Table 6.6
- Attachment C – City of Shoreline and Woodway Interlocal Agreement
- Attachment D – Privately-initiated application to add a new Land Use Policy LU9



DRAFT 2020 COMPREHENSIVE PLAN AMENDMENT DOCKET

The State Growth Management Act generally limits the City to amending its Comprehensive Plan once a year and requires that it create a Docket (or list) of the amendments to be reviewed.

DRAFT 2020 Comprehensive Plan Amendments

1. Amend Table 6.6 of the Parks, Recreation, and Open Space Plan to acquire park and open space between Dayton Avenue and Interstate 5 and between 145th and 165th Streets.
2. Amend the Point Wells Subarea Plan to be consistent with Interlocal Agreement between City of Shoreline and Town of Woodway.
3. Amend the Land Use Element to include a new policy requiring commercial uses within commercial and mixed-use zones.

Estimated timeframe for Council review/adoption: November 2020.

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Table 6.6: Acquisition targeted for 2024-2029 (timing may be adjusted as appropriate if earlier funding opportunities arise)

INFLATOR =	24%	29%	33%	38%	43%	48%
2017 Project	2024	2025	2026	2027	2028	2029
Cost estimate						

**6-YEAR
TOTAL**

SHAPING OUR FUTURE: PARK ACQUISITION AND ASSOCIATED DEVELOPMENT PROJECTS

Rotary Park Development	\$1,093,000	\$1,406,000				\$1,406,000
145th Station Area Acquisition	\$4,803,000	\$1,494,000	\$1,598,000	\$1,654,000		\$6,291,000
145th Station Area Development	\$808,000			\$1,113,000		\$1,113,000
185th & Ashworth Acquisition	\$967,000	\$1,203,000				\$1,203,000
185th & Ashworth Development	\$404,000	\$520,000				\$520,000
5th & 165th Acquisition	\$5,473,000	\$7,041,000				\$7,041,000
5th & 165th Development	\$3,348,000		\$4,456,000			\$4,456,000
Paramount Open Space Acquisition	\$2,755,000	\$886,000	\$917,000	\$949,000	\$982,000	\$3,734,000
Paramount Open Space Improvements	\$200,000	\$257,000				\$257,000

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	INFLATOR =	24%	29%	33%	38%	43%	48%	
	2017 Project	2024	2025	2026	2027	2028	2029	6-YEAR
	Cost estimate							TOTAL
CEDARBROOK PLAYGROUND	\$404,000	\$503,000						\$503,000
AuroraDayton-I-5 1455th Acquisition	\$7,210,000		\$9,931,000					\$9,931,000
AuroraDayton-I-5 1455th Development	\$1,093,000					\$1,615,000		\$1,615,000
DNR Open Space Access Acquisition	\$1,576,000		\$2,027,000					\$2,027,000
DNR OPEN SPACE Development	\$432,000					\$616,000		\$616,000
RONALD BOG PARK TO JAMES KEOUGH PK TRAIL	\$65,000		\$84,000					\$84,000
Total Acquisition Costs	\$29,006,000	\$2,697,000	\$15,491,000	\$2,515,000	\$15,313,000	\$982,000	\$0	\$36,998,000
Total Acquisition Development Costs	\$7,847,000	\$503,000	\$2,267,000	\$4,456,000	\$1,113,000	\$616,000	\$1,615,000	\$10,570,000
TOTAL Costs	\$36,853,000	\$3,200,000	\$17,758,000	\$6,971,000	\$16,426,000	\$1,598,000	\$1,615,000	\$47,568,000

REVENUES Specific to Acquisition and NEW development

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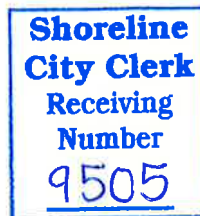
SETTLEMENT AND INTERLOCAL AGREEMENT

BETWEEN

CITY OF SHORELINE

AND

TOWN OF WOODWAY



This Settlement and Interlocal Services Agreement (“ILA”) ILA sets forth the terms of agreement between the City of Shoreline (“Shoreline”) and the Town of Woodway (“Woodway”) for the purpose of addressing services, infrastructure, mitigation, impacts, and related issues related to development or re-development of the unincorporated area of Snohomish County commonly referred to as Point Wells. Shoreline and Woodway are each a “City” and collectively the “Cities” and “Parties” to this Agreement.

WHEREAS, the Interlocal Cooperation Act, chapter 39.34 RCW, authorizes Shoreline and Woodway to enter into a cooperative agreement for the provision of services and facilities in a manner that will accord best with the factors influencing the needs and development of their cities; and

WHEREAS, Shoreline and Woodway are both municipal corporations of the State of Washington organized and operating under Title 35A RCW and planning under the Growth Management Act, chapter 36.70A RCW (GMA); and

WHEREAS, both Shoreline and Woodway have identified the Point Wells Area, located within an unincorporated area of Snohomish County, for future annexation in their respective comprehensive plans, which property is described and depicted in Exhibit A; and

WHEREAS, Shoreline and Woodway each have responsibility and authority derived from the Washington State Constitution and State laws to plan for and regulate uses of land and the resultant environmental impacts; and

WHEREAS, Shoreline and Woodway recognized that planning and land use and transportation decisions can have extra-jurisdictional impacts and that intergovernmental cooperation is an effective way to deal with and mitigate impacts and provide opportunities that transcend local jurisdictional boundaries; and

WHEREAS, the State Environmental Policy Act, chapter 43.21C RCW (SEPA), requires Shoreline and Woodway to consider the environmental impacts of development on their communities, adjacent communities and where applicable, regional impacts; and

WHEREAS, following analysis of various options, the cities agree that the long-term regulation and development of Point Wells is best served and controlled by annexation of Point Wells by either Woodway or Shoreline; and

WHEREAS, Woodway’s Municipal Urban Growth Area Subarea Plan for Point Wells contains various goals and policies, including that development should be pursuant to a master plan that results from

a coordinated planning effort between the Point Wells property owner, Woodway, and Shoreline, and that Woodway should coordinate with Shoreline, the Richmond Beach Neighborhood, and other affected property owners to ensure that development is compatible with existing residential neighborhoods; and

WHEREAS, Shoreline's Point Wells Subarea Plan contains various goals and policies for Point Wells including that consideration of traffic mitigation should include the participation of Woodway; and

WHEREAS, Shoreline and Woodway have expended valuable public resources over the years to protect their respective community interests regarding Point Wells, and Shoreline and Woodway desire to work together and with others toward adoption of interlocal agreements to address the issues of land use planning, transportation, provision of urban services, construction and development impacts, and local governance; and

WHEREAS, Shoreline and Woodway desire to enter into this ILA that sets forth the framework to formulate future intergovernmental agreements under the Authority of the Interlocal Cooperation Act, chapter 39.34 RCW, for the provision of services and facilities in a manner that will accord best with the factors influencing the needs and development of their cities to ensure that any future project in Point Wells is developed or redeveloped in the best interest of their respective communities and mitigates the related impacts.; and

NOW, THEREFORE, Shoreline and Woodway agree as follows:

I. PROVISIONS APPLICABLE TO ALL PARTIES

A. Joint Planning Working Group – Comprehensive Plan Policies, Development Regulations, and Design Standards. Within sixty (60) calendar days from the execution of this ILA, the Cities agree to create a joint staff working group (“Working Group”) to develop and recommend mutually agreeable comprehensive plan policies, development regulations and design standards, including applicable zoning, for Point Wells that will be considered for adoption by each City prior to annexation of Point Wells by either City.

1. The Working Group shall be comprised of three (3) staff representatives from Woodway and three (3) staff representatives from Shoreline. Each City shall have sole discretion on selecting and appointing their representatives.
2. The Working Group shall meet on a schedule mutually agreed to by its members, but no less than one (1) time per month until a recommendation is submitted to the Planning Commissions of Woodway and Shoreline for consideration and subsequent consideration and adoption by their respective Councils. The first meeting of the Working Group shall be held no later than thirty (30) calendar days after its formation. In formulating its recommendation, the Working Group shall consider this ILA, the goals and policies adopted in each of the Cities' Subarea Plans for Point Wells as contained in their respective comprehensive plans, and the goals

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and requirements of the Growth Management Act and other applicable laws and regulations.

3. The Working Group's shall attempt to complete its work within 180 calendar days of its first meeting. Upon completion of the work, the Working Group shall submit its recommendation to their respective Planning Commissions and City Councils for final consideration and adoption and inclusion in that City's respective comprehensive plan and/or implementing regulations applicable to Point Wells pursuant to the amendment process set forth in the Woodway Municipal Code (WMC), including chapter 15.04 WMC and Title 14 WMC, and the Shoreline Municipal Code (SMC), including chapter 20.30 SMC.
4. The recommendation developed by the Working Group shall be consistent with the provisions of this ILA and shall contain, at a minimum:
 - a. Requirements that Point Wells be zoned and developed as a primarily residential development, and that any mixed-use development be pedestrian-oriented and incorporate a variety of residential types and limited commercial uses along with public recreation accessible to residents of both cities. This provision does not apply to Snohomish County Tax Parcel No. 27033500303600.
 - b. Requirement that any development application for Point Wells include a traffic study for Shoreline and Woodway roads consistent with the preparation criteria required by each City.
 - c. A building height limitation of no more than 75 feet and a process or regulations for*additional height restrictions for development located within the southern portions of Point Wells based on consideration and preservation of view corridors for Woodway's residents and Shoreline's Richmond Beach neighborhoods.
 - d. Mandatory public recreational facilities and public access to the Puget Sound shoreline, with adequate public parking requirements that must be incorporated into the site plan in a manner that avoids large surface parking lots.
 - e. Requirements that development at Point Wells must demonstrate appropriate and adequate sensitivity to the natural environment, with mixed-use and residential development reflecting an effort to achieve the highest level of environmental sustainability for design, construction, and operation of buildings and infrastructure.
 - f. Requirements that development must adhere to "dark skies" standards, such as light source shielding to prevent the creation of light pollution from light fixtures and landscaping.

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g. A requirement that development or redevelopment of Point Wells shall be subject to a Master Development Plan or a Development Agreement with a required design review process that includes a consultation with each City.

h. A traffic restriction of 4,000 ADT on Richmond Beach Drive in Shoreline and a LOS D with 0.9 V/C for the remaining Richmond Beach Road Corridor. This requirement or level of service will apply within each city as well as for any development in Point Wells per the applicable County development regulations, such as Urban Center or Urban Village, to the fullest extent allowed by law.

- B. Adoption of Recommended Policies, Regulations, and Standards.** Each City agrees to timely process the Working Group's recommendation and to place the Planning Commission's and Working Group's recommendation (if different) before its City Council for consideration and adoption within 180 calendar days of submittal of the Working Group's recommendations, PROVIDED that the Cities recognize that any recommended amendments to a City's comprehensive plan or development agreement shall adhere to the requirements of the Growth Management Act (GMA). Prior to the effective date of a City ordinance or state legislation authorizing annexation, a City will consider necessary amendments to its comprehensive plan and development regulations in the manner set forth in Section IA. Each City further agrees that it will affirmatively recommend to its City Council not to amend or repeal the adopted regulations or amendments resulting from the Working Group's recommendations for a period of two (2) years after: (1) the effective date of any state unilateral annexation legislation; or (2) adoption of a city resolution or ordinance annexing Point Wells, unless required to do so by a court of competent jurisdiction, including the Growth Management Hearings Board, or unless the other City formally agrees to such modifications in writing.
- C. Amendment of Comprehensive Plan and Implementing Regulations.** Each City shall provide the other City with at least thirty (30) calendar days written notice (unless otherwise agreed to or waived in writing), and a review and comment opportunity, for any legislative actions that may modify or amend the comprehensive plan policies or development regulations adopted from the recommendations from the Working Group, or that otherwise impacts the uses, development or redevelopment of the Point Wells area. Notice shall include, but not be limited to, notice of all Planning Commission and City/Town Council meetings and hearings related to such legislative considerations or actions.
- D. Reciprocal Mitigation Agreements.** The Cities will create reciprocal mitigation agreements related to the impacts of development and redevelopment within the Cities for recommended adoption by the respective legislative bodies of the Cities for approval. The agreements will provide for issues related to cooperative review of environmental impacts and will include, but not be limited to, issues such as SEPA lead status, review process, and review of impacts related to transportation and park/recreation facilities and may address other impacts of development as well.

- E. **Consultation on land use permit applications.** After annexation, each city agrees to provide the other no less than thirty (30) calendar days written notice of all land use permit applications for Point Wells consistent with chapter 36.70B RCW, Local Project Review. Each city agrees to invite the other city's staff to attend meetings between city staff and the applicant relating to such permit applications, including, pre-applications meetings, and allow the other city reasonable review and comment opportunity.

- F. **State Environmental Policy Act (SEPA) Mitigation.** Per WAC 197-11-944, the cities will share or divide the responsibilities of lead agency on SEPA review and mitigation for specific environmental impacts in accordance with the impacts from any non-exempt SEPA action from the development or redevelopment of Point Wells. The City in which the development is located shall, however, be responsible to designate one of them as the nominal lead agency and the cities shall consider and apply the mitigations, conditions, and levels of service as set forth in Section I of this ILA as allowed by law.

Nothing in this ILA limits the ability of either City to request additional mitigation pursuant to SEPA where a City has determined and identified specific environmental impacts of development as being significant adverse impacts that are not addressed by this ILA or a SEPA determination.

If Snohomish County is the jurisdiction responsible for SEPA review and mitigation in relation to the development or redevelopment of Point Wells, each city agrees to support the mitigation measures and applicable terms set out in this ILA when participating in the County's environmental review process.

- G. In the event neither city has annexed Point Wells prior to the developer submitting a development application to Snohomish County each city, except as required by law or by a judicial or administrative order/decision, agrees not to enter into any agreement(s) with the developer and/or Snohomish County inconsistent with the terms set forth in this Agreement.

II. PROVISIONS APPLICABLE TO THE CITY OF SHORELINE

- A. **No Annexation of Point Wells.** In accordance with this ILA, Shoreline agrees that it will take no actions to annex Point Wells, except as otherwise allowed and provided for herein.

- B. **Support of Woodway Annexation of Point Wells.** Upon the Effective Date of this ILA, Shoreline agrees not to challenge or object to Woodway's annexation of Point Wells, including any administrative or judicial process. Shoreline further agrees to work with Woodway and to fully support Woodway's annexation of Point Wells, including support of any legislation necessary to effectuate an annexation without the consent of the Point Wells property owner, provided said legislation does not interfere or conflict with the

requirements of this ILA. Should there be inconsistency between any legislation providing for such annexation and the terms of this ILA, Woodway and Shoreline mutually agree, to the extent the law allows, that the requirements of this ILA shall control. Shoreline shall not provide sewer service to Woodway residences or businesses absent a separate agreement with Woodway.

- C. **Richmond Beach Drive.** Shoreline agrees that, following annexation of Point Wells by Woodway, Shoreline will not take action that would reduce the current 4,000 ADT limitation on Richmond Beach Drive. The Cities assume that the 4,000 ADT limitation should allow for approximately 400 to 800 multi-family residential units with such estimate being subject to appropriate mitigation. Further, Shoreline agrees that it will not restrict access to Point Wells via Richmond Beach Drive in any way that would unreasonably interfere with or prevent use of the road by the general public, unless agreed to in writing by Woodway, who shall not unreasonably withhold its approval. Notwithstanding the foregoing, nothing shall prevent Shoreline from taking standard health and safety actions to protect its residents and the public from risk or harm or implement emergency measures.

III. PROVISIONS APPLICABLE TO THE TOWN OF WOODWAY

- A. **Annexation of Point Wells.** Woodway shall use its best efforts to effectuate the annexation of Point Wells as expeditiously as reasonably possible considering the factors affecting its ability to annex Point Wells, consistent with this ILA.
1. If Woodway, by resolution or formal action of its Town Council, notifies Shoreline of Woodway's election to not annex Point Wells, then Section II(A) of this ILA shall become immediately null and void, and Shoreline may seek annexation of Point Wells under any method legally available to Shoreline. Under such circumstance, Woodway agrees to support and work with Shoreline to have Snohomish County include Point Wells into Shoreline's Municipal Growth Area in Snohomish County, and to fully support Shoreline's annexation, including support of any changes in state legislation necessary to facilitate such annexation.
 2. If Woodway fails to file a notice of intent to annex Point Wells with the Boundary Review Board (if such a notice is legally required) or to adopt an annexation ordinance (if Boundary Review Board approval is not required) within three (3) years from the date of a direct petition or within three (3) years after the availability of a statutorily-authorized method of annexation without the property owner's consent becomes legally available, (whichever occurs first), then Shoreline may seek annexation of Point Wells under any method legally available to Shoreline. Should this occur, there shall be no requirement of a resolution of Woodway's Town Council and upon Shoreline providing a notice to Woodway of Shoreline's desire to annex Point Wells, Sections II(A) and (B)) of this ILA shall become immediately null and void, and upon receipt of such notice Woodway shall fully support Shoreline's annexation as set forth in subsection (1) of this section above.

3. Should Shoreline fail after being fully able to annex Point Wells to move forward and file a notice of intent to annex Point Wells with the Boundary Review Board (if such a notice is legally required) or to adopt an annexation ordinance (if Boundary Review Board approval is not required) within three (3) years from the date of a direct petition, or within three (3) years after the availability of a statutorily-authorized method of annexation without the property owner's consent becomes legally available (whichever occurs first), Woodways obligation under the preceding section to fully support Shoreline's annexation shall become immediately null and void. Shoreline and Woodway may then pursue annexation of Point Wells without obligation of support from the other party.
4. Woodway shall not acquire any of Shoreline's sewer utilities located within Point Wells or provide sewer service to Shoreline residences or businesses absent a separate agreement with Shoreline. Woodway shall not interfere in any way with Shoreline's acquisition of property described in Exhibit B from BSRE in relation to Lift Station 13. Woodway further agrees, except for the connection of Point Wells with Richmond Beach Drive, that Shoreline's acquisition of the herein described property in relation to Lift Station 13 is a superior public use to any use that Woodway may have for the property. Woodway also expressly recognizes that the existing Lift Station 13 facilities and property is property that will become Shoreline's property and part of Shoreline's wastewater utility system upon its assumption of Ronald Wastewater District. Lift Station 13, as used herein, is the property and system that is currently located off of Richmond Beach Drive in unincorporated Snohomish County.

B. Woodway Access Road. Upon annexation of Point Wells by Woodway, Woodway shall require that any development or redevelopment of Point Wells of 25 or more units or commercial development that would trigger the equivalent number of trips, or any combination thereof, shall, as a condition of development approval, provide a general-purpose public access road wholly within Woodway that connects into Woodway's transportation network and provides a full second vehicular access point to Point Wells into Woodway. This road shall be built to Woodway's standards and shall accommodate full access for commercial, emergency and residential traffic that meets acceptable engineering standards, and provides a viable reasonable alternative to the use of Richmond Beach Drive. This secondary access road, including the ingress and egress to and from the road, shall not be restricted in any way that would prevent such use of the road by the general public, unless agreed to in writing by Shoreline. Notwithstanding the foregoing, nothing shall prevent Woodway from taking standard health and safety actions to protect its residents and the public from risk or harm or implement emergency measures. This provision may not be relied upon by any applicant, other third party, or governmental entity as an obligation on Woodway to acquire property or construct the access or a requirement to approve access.

IV. GENERAL PROVISIONS

A. TERM

The intent of the Cities is that this ILA shall remain in full force and effect until the responsibilities and obligations of the parties set forth herein are fulfilled, but no later than December 31, 2034, unless an extension is mutually agreed to in writing by the parties. This ILA may be terminated at any time by mutual consent of the Cities, provided that such consent to terminate is in writing and authorized by the Shoreline City Council and the Woodway Town Council.

B. SEVERABILITY

This Agreement does not violate any federal or state statute, rule, regulation or common law known; but any provision which is found to be invalid or in violation of any statute, rule, regulation or common law shall be considered null and void, with the remaining provisions remaining viable and in effect.

C. DISPUTE RESOLUTION.

1. **Dispute Resolution.** It is the Cities' intent to work cooperatively and in good faith to resolve any disputes in an efficient and cost-effective manner. If any dispute arises between the Cities relating to this ILA, then the Shoreline City Manager, or designee, and the Woodway Town Administrator, or designee, shall meet and seek to resolve the dispute, in good faith, within ten (10) calendar days after a City's written request for such a meeting to resolve the dispute. If the matter cannot be resolved amicably and promptly by the Shoreline City Manager and the Woodway Town Administrator, then the matter shall be subject to mediation.
2. **Mediation proceedings.** The mediator will be selected by mutual agreement of the Cities. If the Cities cannot agree on a mediator, a mediator shall be designated by the American Arbitration Association. Any mediator so designated must be acceptable to the Cities. The mediation will be conducted in King County, Washington. Any City may terminate the mediation at any time. All communications during the mediation are confidential and shall be treated as settlement negotiations for the purpose of applicable rules of evidence, including Evidence Rule 408. However, evidence that is independently admissible shall not be rendered inadmissible by nature of its use during the mediation process. The mediator may not testify for either City in any subsequent legal proceeding related to the dispute. No recording or transcript shall be made of the mediation proceedings. The cost of any mediation proceedings shall be shared equally by the

Cities. Any cost for a City's legal representation during mediation shall be borne by the hiring City.

D. INDEMNIFICATION AND LIABILITY.

1. Indemnification of Woodway. Shoreline shall protect, save harmless, indemnify and defend, at its own expense, Woodway, its elected and appointed officials, officers, employees, volunteers and agents, from any loss or claim for damages of any nature whatsoever arising out of Shoreline's good faith performance of this ILA, including claims by Shoreline's employees or third parties, except for those damages caused solely by the negligence, recklessness or intentional misconduct of Woodway, its elected and appointed officials, officers, employees, volunteers or agents.
2. Indemnification of Shoreline. Woodway shall protect, save harmless, indemnify, and defend at its own expense, Shoreline, its elected and appointed officials, officers, employees, volunteers and agents from any loss or claim for damages of any nature whatsoever arising out of the Woodway's good faith performance of this ILA, including claims by Woodway's employees or third parties, except for those damages caused solely by the negligence, recklessness or intentional misconduct of Shoreline, its elected and appointed officials, officers, employees, volunteers or agents.
3. Extent of liability. In the event of liability for damages of any nature whatsoever arising out of the performance of this ILA by Shoreline and Woodway, including claims by Shoreline's or Woodway's own officers, officials, employees, agents, volunteers, or third parties, caused by or resulting from the concurrent negligence of Shoreline and Woodway, their officers, officials, employees and volunteers, each party's liability hereunder shall be only to the extent of that party's negligence.
4. Hold harmless. No liability shall be attached to Shoreline or Woodway by reason of entering into this ILA except as expressly provided herein. Shoreline shall hold Woodway harmless and defend at its expense any legal challenges to Shoreline's requested mitigation. Woodway shall hold Shoreline harmless and defend at its expense any legal challenges to Woodway's requested mitigation.

E. GENERAL PROVISIONS

1. **Notice.** Any notice required under this ILA will be in writing, addressed to the appropriate City at the address which appears below (as modified in writing from time to time by such City), 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.

2020 Comprehensive Plan Amendment Docket - Att. C

City Manager
City of Shoreline
17500 Midvale Avenue N
Shoreline, WA 98133-4905
(206) 801-2700
dtarry@shorelinewa.gov

Town Administrator
Town of Woodway
23920 113th Place W
Woodway, WA 98020
(206) 542-4443
eric@townofwoodway.com

2. **Governing Law.**

- a. This ILA shall be construed and enforced in accordance with the laws of the State of Washington.
- b. This ILA in no way modifies or supersedes existing law and statutes. In meeting the commitments encompassed in this ILA, Shoreline and Woodway shall comply with the requirements of the Open Public Meetings Act, chapter 42.30 RCW, Growth Management Act, chapter 36.70A RCW, State Environmental Policy Act, chapter 43.21C RCW, Public Records Act, chapter 42.56 RCW, Annexation by Code Cities, chapter 35A.14 RCW, and other applicable laws and regulations, as amended from time to time.
- c. By executing this ILA, Shoreline and Woodway do not purport to abrogate any land use and development authority vested in them by the law.

3. **Venue.** Venue of any suit between the Cities arising out of this ILA shall be in either King County Superior Court or Snohomish County Superior Court.

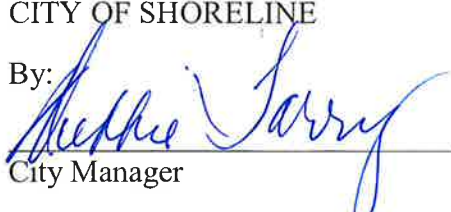
4. **Third Party Beneficiaries.** There are no third-party beneficiaries to this ILA, and this ILA shall not be interpreted to create any third-party beneficiary rights.

2020 Comprehensive Plan Amendment Docket - Att. C

Each individual signing below hereby represents and warrants that he/she is duly authorized to execute and deliver this Interlocal Agreement on behalf of the city for which they are signing and, that such city shall be bound by the terms contained in this Interlocal Agreement.

CITY OF SHORELINE

By:


City Manager

Approved as to form:


City Attorney

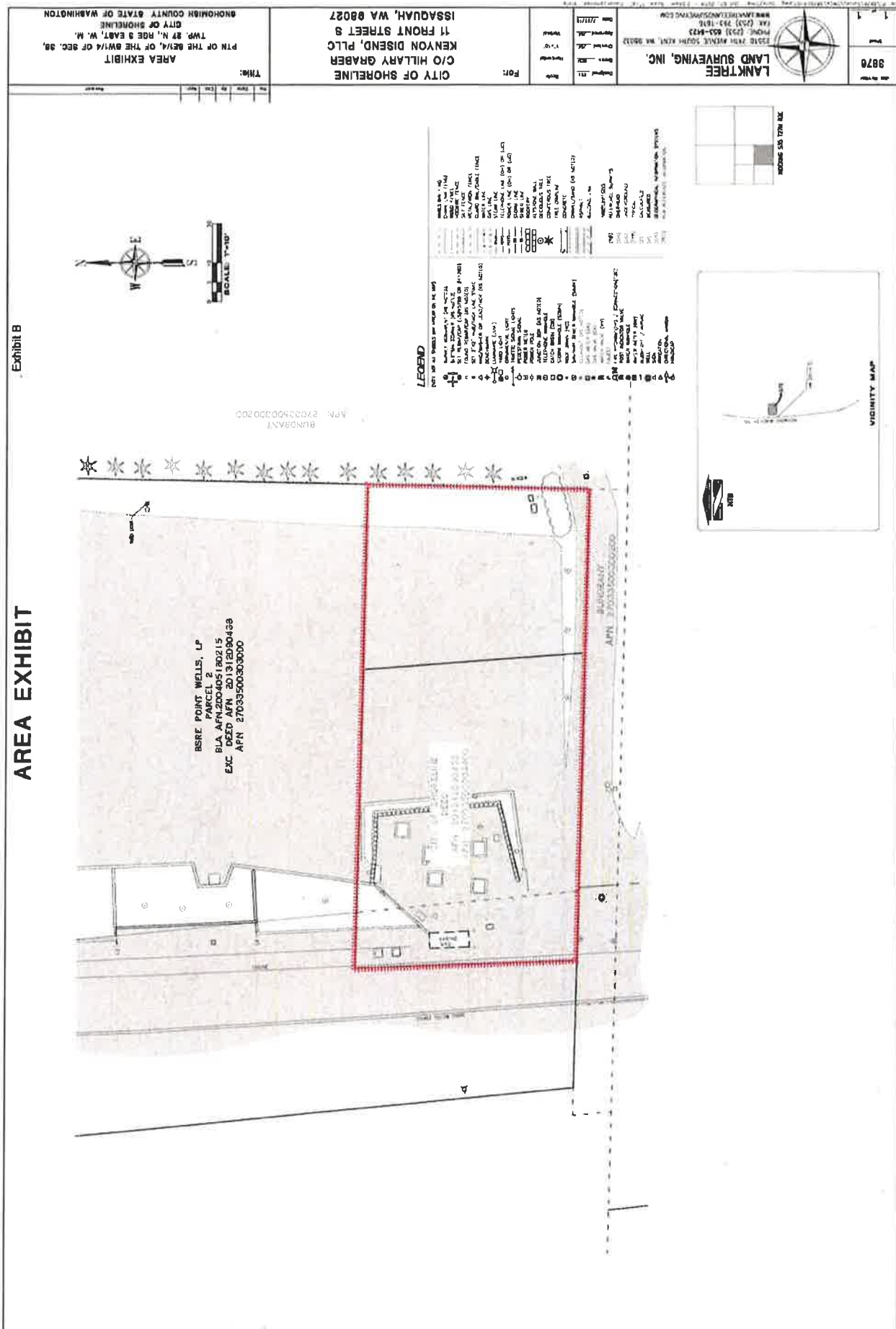
TOWN OF WOODWAY

By:


Mayor

Approved as to form:


Town Attorney



AREA EXHIBIT

Exhibit B

THM:
 AREA EXHIBIT
 PTN OF THE DEVA. OF THE BW/4 OF SEC. 36.
 TWP. 27 N., RGE 3 EAST, W. M.
 CITY OF SHORELINE
 KINGDOM COUNTY STATE OF WASHINGTON

CITY OF SHORELINE
 C/O HILLARY GRABER
 KENON DISND, PLLC
 11 FRONT STREET S
 ISSAQUAH, WA 98027

FOR:
 Date: 11/11/15
 Approved: [Signature]
 Drawn: [Signature]
 Checked: [Signature]
 Title: [Signature]

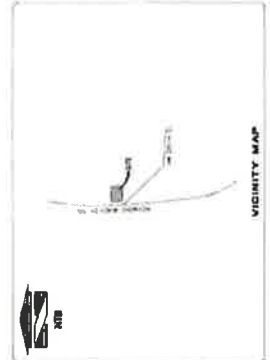
LANKTREE
 LAND SURVEYING, INC.
 15510 27th Avenue South Kent, WA 98032
 PHONE: (206) 855-4123
 FAX: (206) 793-1818
 WWW.LANKTREELANDSURVEYING.COM



Sheet
 3876



LEGEND
 Dashed line: Proposed boundary
 Solid line: Existing boundary
 Dotted line: Proposed easement
 [Detailed list of symbols and their meanings for various site features]



BUNGRANT
 APN 27033500303000

BSRE POINT WELLS, LP
 BIA AFN 200405180215
 EAC DEED AFN 201312090428
 AFN 27033500303000

BUNGRANT
 APN 27033500303000

SHORELINE
 DEED RECORDS
 APN 27033500303000





2020 Comprehensive Plan Amendment Docket - Att. D
City of Shoreline

Planning & Community Development
17500 Midvale Avenue North Shoreline, WA 98133-4905
Phone: (206) 801-2500 Fax: (206) 801-2788
Email: pcd@shorelinewa.gov Web: www.shorelinewa.gov
Permit Hours – M, T, TH, F: 8:00 a.m. to 4:00 p.m. | W: 1:00 to 4:00 p.m.

**COMPREHENSIVE PLAN
GENERAL AMENDMENT
APPLICATION**

Amendment proposals may be submitted at any time, however if it is not submitted prior to the deadline for consideration during that annual amendment cycle, ending on December 1st, the amendment proposal will not be considered until the next annual amendment cycle.

Please attach additional pages to this form, as needed.

Contact Information - If the proposal is from a group, please provide a contact name.

Applicant Name Kevin Atkinson

Address 18417 12th Ave NE City Shoreline State WA Zip 98155

Phone 206.403.0006 Fax _____ Email northcityyimby@gmail.com

Proposed General Amendment - This can be either conceptual: a thought or idea; or specific changes to wording in the Comprehensive Plan, but please be as specific as possible so that your proposal can be adequately considered. If specific wording changes are proposed please use underline to indicate proposed additions and strikethrough to indicate proposed deletions. **Please note that each proposed amendment requires a separate application.**

Within the City’s commercial areas, mixing of land uses is encouraged to bring shops, services and offices in close proximity to residential uses. The purpose is to permit those uses which are intended to provide goods and services for the everyday needs of the immediate neighborhood area rather than serve the broader nearby communities, and which generally conform to the comprehensive plan of the city.

Multifamily residential uses are permitted, provided the multifamily residential use is part of a mixed-use building or is on property that has commercial uses. Multifamily residential development without commercial uses on the property shall not be permitted. Excluding parking facilities, residential uses are limited to 20% of the street-level, street-facing facade.

Reference Element of the Shoreline Comprehensive Plan (required) and page number (if applicable) - (e.g. Land Use, Transportation, Capital Facilities, Housing, etc.)

Land Use Goals: Goal LUI, Goal LU II, Goal LU V, Goal LU VI, Goal LU VII
Residential Land Use: LU7



2020 Comprehensive Plan Amendment Docket - Att. D

Support for the Amendment - Explain the need for the amendment. Why is it being proposed? How does the amendment address changing circumstances or values in Shoreline? Describe how the amendment is consistent with the current Shoreline Comprehensive Plan, if inconsistent, explain why. How will this amendment benefit the citizens of Shoreline? Include any data, research, or reasonings that supports the proposed amendment. (A copy of the Shoreline Comprehensive Plan is available for use at the Planning & Community Development department, Shoreline Neighborhood Police Centers, and the Shoreline and Richmond Beach libraries).

Explain the need for the amendment. Why is it being proposed?

The amendment was inspired by a deep frustration with seeing the continual redevelopment of the historical North City Business District exclude commercial space.

The amendment was designed and drafted after comparative study of other municipalities in Puget Sound. The research revealed that nearly every other city in Puget Sound fosters its business districts by requiring mixed-use development in commercial zones whereas Shoreline does not. The language of the amendment is a composite of land use policy language from other cities in Puget Sound.

The city of Shoreline has abundant vision documents, subarea plans, and framework goals; The deficiency is entirely within the land use code itself. The amendment is being proposed to protect historical commercial space and to ensure transit-oriented development near light rail stations.

How does the amendment address changing circumstances or values in Shoreline?

The amendment is entirely consistent with the values set forth in the Framework Goals of the Comprehensive Plan. In fact, the intention of the amendment is to bring Shoreline land use code into compliance with the values outlined within the Framework Goals.

Describe how the amendment is consistent with the current Shoreline Comprehensive Plan

The amendment is consistent with the following statutory goals identified in the Growth Management Act (GMA). (Pg.2 Comprehensive Plan, City of Shoreline)

- Guide urban growth to areas where urban services can be adequately provided;
- Encourage economic development throughout the state;
- Encourage the participation of citizens in the planning process;

Furthermore, the amendment is consistent with several Framework Goals in the Shoreline Comprehensive Plan. (Pg.6 Comprehensive Plan, City of Shoreline)

FG4: Provide a variety of gathering places, parks, and recreational opportunities for all ages and expand them to be consistent with population changes.

FG9: Promote quality building, functionality, and walkability through good design and development that is compatible with the surrounding area.

FG10: Respect neighborhood character and engage the community in decisions that affect them.

FG14: Designate specific areas for high-density development, especially along major transportation corridors.

FG15: Create a business-friendly environment that supports small and local businesses, attracts large businesses to serve the community, expands our jobs and tax base, and encourages innovation and creative partnerships.

FG16: Encourage local neighborhood retail and services distributed throughout the city

How will this amendment benefit the citizens of Shoreline? (See PDF copy online. Next sections do not print.)

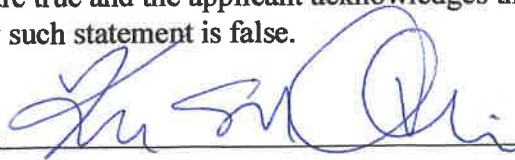
This amendment will benefit the citizens of Shoreline by providing a variety of gathering places and recreational opportunities for all ages. It will promote quality, functionality, and walkability through good design and development that is compatible with the surrounding area. The neighborhood character of commercial and gathering spaces will be respected rather than converted into secured residential buildings. (Framework Goals 4, 9, & 10)

The amendment will benefit the citizens of shoreline by creating a business-friendly environment that supports small and local businesses, attracts large businesses to serve the community, expands our jobs and tax base, and encourages innovation and creative partnerships. Last but certainly not least, this amendment will encourage local neighborhood retail and services distributed through the city. (Framework Goals 15 & 16)

Include any data, research, or reasonings that supports the proposed amendment.

<http://urbanshoreline.org/>

Signature - An amendment application can not be accepted unless the signature block below has been completed. The applicant certifies that all of the aforementioned statements in this application, any exhibits and/or maps transmitted herewith are true and the applicant acknowledges that any amendment granted based on this application may be revoked if any such statement is false.

Application Signature 

Date Nov 22, 2019

PROPOSED AMENDMENTS WITHOUT THE REQUIRED APPLICATION INFORMATION MAY BE REJECTED OR RETURNED FOR ADDITIONAL INFORMATION.



BCD

2020 Comprehensive Plan Amendment Docket - Att. D

To be submitted by Kevin Atkinson

Comprehensive Plan General Amendment Application

<http://www.shorelinewa.gov/home/showdocument?id=2992>

Proposed General Amendment

Within the City's commercial areas and near the light rail stations, mixing of land uses is encouraged to bring shops, services and offices in close proximity to residential uses. The purpose is to permit those uses which are intended to provide goods and services for the everyday needs of the immediate neighborhood area rather than serve the broader nearby communities, and which generally conform to the comprehensive plan of the city.

Multifamily residential uses are permitted, provided the multifamily residential use is part of a mixed-use building or is on property that has commercial uses. Multifamily residential development without commercial uses on the property shall not be permitted. Excluding parking facilities, residential uses are limited to 20% of the street-level, street-facing facade.

Reference Element of the Shoreline Comprehensive Plan (required) and page number (if applicable) - (e.g. Land Use, Transportation, Capital Facilities, Housing, etc.)

Element 1 – Land Use Goals

<http://www.shorelinewa.gov/home/showdocument?id=12641>

Goal LU I: Encourage development that creates a variety of housing, shopping, entertainment, recreation, gathering spaces, employment, and services that are accessible to neighborhoods.

Goal LU II: Establish land use patterns that promote walking, biking and using transit to access goods, services, education, employment, recreation.

Goal LU III: Create plans and strategies that implement the City's Vision 2029 and Light Rail Station Area Planning Framework Goals for transit supportive development to occur within a ½ mile radius of future light rail stations.

Goal LU V: Enhance the character, quality, and function of existing residential neighborhoods while accommodating anticipated growth.

Goal LU VI: Encourage pedestrian-scale design in commercial and mixed-use areas.

2020 Comprehensive Plan Amendment Docket - Att. D

To be submitted by Kevin Atkinson

Goal LU VII: Plan for commercial areas that serve the community, are attractive, and have long-term economic vitality.

Element 1 – Residential Land Use

LU7: Promote small-scale commercial activity areas within neighborhoods that encourage walkability, and provide opportunities for employment and “third places”.

Element 1 – Mixed Use and Commercial Land Use

LU9: The Mixed-Use 1 (MU1) designation encourages the development of walkable places with architectural interest **that integrate a wide variety of retail, office, and service uses**, along with form-based maximum density residential uses. Transition to adjacent single-family neighborhoods may be accomplished through appropriate design solutions. Limited manufacturing uses may be permitted under certain conditions.

LU10: The Mixed-Use 2 (MU2) designation encourages the development of walkable places with architectural interest **that integrate a wide variety of retail, office, and service uses**. It does not allow more intense uses, such as manufacturing and other uses that generate light, glare, noise, or odor that may be incompatible with existing and proposed land uses. This designation may provide retail, office, and service uses, and greater residential densities than are allowed in low-density residential designations, and promotes pedestrian connections, transit, and amenities.

LU11: The Station Area 1 (SA1) designation encourages Transit Oriented Development (TOD) in close proximity of the future light rail stations at I-5 and 185th Street and I-5 and 145th Street. The SA1 designation is intended to support high density residential, **a mix of uses, reduced parking standards, public amenities, commercial and office uses that support the stations and residents of the light rail station areas**. The MUR-70' Zone is considered conforming to this designation.

LU12: The Station Area 2 (SA2) designation encourages Transit Oriented Development (TOD) in areas surrounding the future light rail stations at I-5 and 185th Street and I-5 and 145th Street. The SA2 designation is intended to provide a transition from the SA1 designation and encourages the development of higher density residential along arterials in the subarea, **neighborhood commercial uses**, reduced parking standards, increased housing choices, and transitions to lower density single family homes. The MUR-45' Zone is considered conforming to this designation.

LU13: The Station Area 3 (SA3) designation encourages Transit Oriented Development (TOD) in area surrounding the future light rail stations at I-5 and 185th and I-5 and 145th. The SA3 designation is intended to provide a transition from the SA1 and SA2 designation and transitions to lower density designations and encourages the development of medium density residential uses, **some neighborhood commercial uses**, increased housing choices, and transitions to low density single-family homes. The MUR-35' Zone is considered conforming to this designation.

LU14: The Town Center designation applies to the area along the Aurora corridor between N 170th Street and N 188th Street and between Stone Avenue N and Linden Avenue N, and provides for **a mix of uses, including retail, service, office**, and residential with greater densities.

To be submitted by Kevin Atkinson

Support for the Amendment

Explain the need for the amendment. Why is it being proposed?

The amendment was inspired by a deep frustration with seeing the continual redevelopment of the historical North City Business District exclude commercial space.

The amendment was designed and drafted after comparative study of other municipalities in Puget Sound. The research revealed that nearly every other city in Puget Sound fosters its business districts by **requiring** mixed-use development in commercial zones whereas Shoreline does not. The language of the amendment is a composite of land use policy language from other cities in Puget Sound.

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- Encourage the participation of citizens in the planning process;

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2020 Comprehensive Plan Amendment Docket - Att. D

To be submitted by Kevin Atkinson

FG10: Respect neighborhood character and engage the community in decisions that affect them.

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How will this amendment benefit the citizens of Shoreline?

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<http://urbanshoreline.org/>