

## 6a. Staff Report - 2020 Comprehensive Plan Amendments

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Planning Commission Meeting Date: October 15, 2020

Agenda Item: 6a.

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

<b>AGENDA TITLE:</b>	<b>2020 Comprehensive Plan Amendments Public Hearing</b>
<b>DEPARTMENT:</b>	<b>Planning &amp; Community Development</b>
<b>PRESENTED BY:</b>	<b>Steven Szafran, AICP, Senior Planner Andrew Bauer, Senior Planner</b>

**Public Hearing**  
 **Discussion**

**Study Session**  
 **Update**

**Recommendation Or**  
 **Other**

### INTRODUCTION

The State Growth Management Act, chapter 36.70A RCW, limits review of proposed Comprehensive Plan Amendments (CPAs) to once a year with limited exceptions. To ensure that the public can view the proposals within a citywide context, the Growth Management Act directs cities to create a docket that lists the CPAs to be considered in this “once a year” review process.

Comprehensive Plan amendments usually take two forms: Privately initiated amendments and City-initiated amendments. The Preliminary 2020 Comprehensive Plan Docket, comprised of two (2) staff-initiated amendments and one (1) privately initiated amendment, was presented to the Planning Commission on February 6, 2020. The Planning Commission voted to forward the 2020 Docket to the City Council for consideration, with a recommendation to include all the items for consideration.

On March 16, 2020, the City Council set the Final 2020 Docket. The Final 2020 Comprehensive Plan Amendments Docket is included as **Attachment A**.

The Planning Commission reviewed the proposed amendments on September 17, 2020 and had suggested additions to the Point Wells Subarea Plan that will be discussed later in the report.

### BACKGROUND

Proposed amendments are collected throughout the previous year with a deadline of December 1<sup>st</sup> for public and staff submissions to be considered in the following year. The Docket establishes the amendments that will be reviewed and studied by staff and the Planning Commission prior to their recommendation to the City Council for final approval to amend the Comprehensive Plan.

Approved By:      Project Manager \_\_\_\_\_      Planning Director \_\_\_\_\_

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The Council discussed the Preliminary 2020 Docket, as recommended by the Planning Commission on March 2, 2020. This staff report can be found at the following link: <http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2020/staffreport030220-9b.pdf>.

On March 16, 2020, the City Council once again discussed the docket and specifically addressed amendment #3 which would have added language requiring commercial uses in mixed-use and commercial zones. Instead of adding the policy to the Comprehensive Plan, Council directed staff to work on adding requirements for ground-floor commercial uses in the North City and Ridgecrest Neighborhoods directly to the Development Code. At the conclusion of the discussion, the City Council established the Final 2020 Docket to include two (2) proposed amendments as shown below:

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.

The staff report and attachments for the March 16, 2020 Council meeting can be found at the following link: <http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2020/staffreport031620-8a.pdf>.

On September 17, the Commission discussed the proposed Comprehensive Plan amendments. The staff report and attachments for the September 17, 2020 Commission meeting can be found at the following link: <https://www.shorelinewa.gov/home/showdocument?id=49310>.

### **UPDATES FROM THE SEPTEMBER 17 MEETING**

There have been several updates to the Point Wells Subarea Plan as a result of the Commission's last discussion, consultation with the Town of Woodway, and public comments. Staff will show the latest proposed changes below in legislative format using ~~strikethroughs~~ for deletions and underlines for additions.

#### **Geographic Context – Page 1**

The Point Wells Subarea is an unincorporated area of approximately ~~50~~ 61 acres in the southwestern most corner of Snohomish County. It is bordered on the west by Puget Sound, on the east by the Town of Woodway, and on the south by the Town of Woodway and the City of Shoreline (see Figure 1). Point Wells is not contiguous with any other portion of unincorporated Snohomish County.

*The area of Point Wells has been amended from 50 acres to 61 acres. The entire Point Wells Subarea is approximately 61 acres but the portion of the site for future development west of the railroad tracks is closer to 50 acres.*

**COUNTY AND REGIONAL CONTEXT – PAGE 2**

King County Countywide Planning Policy DP-21 goes on to state: “Coordinate the preparation of comprehensive plans among adjacent and other affected jurisdictions as a means to avoid or mitigate the potential cross-border impacts of urban development.”

*Staff has added a reference to the King County Countywide Planning Policy that speaks to coordinated preparation of comprehensive plans to avoid or mitigate potential cross-border impacts. The Commission mentioned on September 17 that King County should be consulted and informed of the creation of this Subarea Plan and pre-annexation zoning regulations. The addition of this policy is in the spirit of coordination between the City of Shoreline, the Town of Woodway, Snohomish County and King County.*

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**CITY OF SHORELINE – PAGE 4**

The City of Shoreline also prepared a subarea plan for Point Wells in ~~2014~~ 2010 (see Ord. No. 571), given that the primary access to Point Wells is via Richmond Beach Drive and that the majority of future transportation trips to and from Point Wells will impact Shoreline.

*Staff has corrected the date the original Point Wells Subarea Plan was adopted and provided the adopting Ordinance 571. Links to all adopted ordinances and resolutions are available on the City Clerk’s page on the City’s website - <https://www.shorelinewa.gov/government/departments/city-clerk-s-office/ordinances>.*

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**LAND USE POLICIES – PAGE 6**

LU Policy 2: Implementation of the Planned Area 4 designation will occur through the adoption of a Planned Area 4 zone district that will best implement the vision, goals, and policies for the Point Wells Subarea. The implementing zone district should address at a minimum: permitted land uses, building height, open space requirements, bulk standards, parking, and master plan requirements. The maximum building height is 75 feet. A development agreement enabled by RCW 36.70B will serve as the entitlement for development approval of the master plan. The City’s development regulations, including but not limited to zoning, subdivision standards, critical area regulations (e.g. geologic hazard areas), stormwater regulations, and shoreline master programs, will be applicable upon annexation.

*Staff has updated LU Policy 2 to include an example of the City’s critical area regulations.*

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### CAPITAL FACILITIES/UTILITIES – PAGE 7

CF/U Policy 1: The provision of urban services provided by special purpose districts, regional providers or other local governments will be reviewed by the City for adequacy to serve intended development(s) within the subarea managed by the City.

CF/U Policy 2: Each jurisdiction may negotiate with development proponents to determine which, if any, of required new capital facilities will be dedicated to the ~~Town~~ City and which, if any, will remain private. All planned capital facilities for Point Wells should be coordinated with the City and service providers.

*Staff has amended CF/U Policy 1 and 2 based on comments from the Planning Commission. The provision of urban services will be reviewed by the City of Shoreline and not managed by the City. The revised language is more appropriate in the case Woodway annexes Point Wells and the City of Shoreline will be reviewing services that are provided for or served by the City of Shoreline.*

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### TRANSPORTATION/CIRCULATION – PAGE 7

T/C Policy 1: A transportation corridor study and mitigation plan ~~should~~ shall be prepared and funded by development applicants under the direction of the City, with input, participation, and leadership, as appropriate, from Woodway, Snohomish County, WSDOT, and other stakeholders. The scope of the study and mitigation plan should be prepared with input from ~~by~~ each jurisdiction with an emphasis on identification of impacts and mitigating measures, design improvements and associated costs, needed services, including design and financing for multimodal solutions to improve mobility within the surrounding neighborhoods and communities.

*The Commission had a lot of discussion and public comment on the topic of transportation. Transportation policy 1 has been amended to state that a transportation corridor study and mitigation plan shall be prepared when a development is proposed at Point Wells. In addition, the scope of the study and mitigation plan will be prepared with input from Shoreline and Woodway. The previous language made it look as though a corridor study would be prepared by both Woodway and the City of Shoreline which was not the intent of the policy.*

*Staff met with the City's Traffic Engineer and confirmed the proposed subarea plan policies and Development Code regulations would continue to require future development proposals be analyzed and required to mitigate transportation impacts. While a wide range of redevelopment scenarios and potential transportation impacts are possible, the proposed policies and regulations would require any applicant to conduct a transportation impact analysis which would be reviewed by the City. Once project-specific impacts are identified by transportation impact analysis, appropriate mitigation would be required to be provided by future development to address transportation impacts. Furthermore, the restrictions on Richmond Beach Drive and Richmond Beach*

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Road Corridor (i.e. 4,000 ADT limit, LOS D, and 0.9 V/C) would also need to be met by any future development.

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### **ENVIRONMENTAL PRESERVATION/PROTECTION – PAGE 8**

EP/P Policy 2: Extensive environmental review, documentation and analysis will be managed by the City and funded by the applicants seeking entitlements for development. The scope of the environmental review will be determined by all jurisdictions and agencies affected by the proposal within the context of the State Environmental Policy Act (SEPA), including the impacts of sea level rise and climate change on the development proposal though and anticipated buildout.

*Environmental preservation policy 2 has been updated to include language that SEPA will evaluate the impacts of the proposal and the anticipated buildout of the project. The intent of this change is to evaluate the environmental impacts of not only the first phase of development but also the impacts of future phases of development. Including the review of all phases of development will inform the City of Shoreline, the Town of Woodway, and the residents in each jurisdiction of the near and long-term impacts of development and the mitigation for all phases of development.*

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### **2020 CPA DOCKET ANALYSIS AND DECISION CRITERIA**

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.*

Description:

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 includes acquisition of park space and open space between Dayton Avenue to I-5 and between 145<sup>th</sup> Street to 165<sup>th</sup> Street instead of the more constrained area of Aurora Avenue to I-5 and 155<sup>th</sup> Street to 165<sup>th</sup> Street. This amendment will provide additional opportunities to meet the level of service targets for the Westminster Triangle, Highland Terrace, and Parkwood Neighborhoods.

#### **Staff Analysis:**

*The City is anticipating new mixed-use and multifamily buildings in and around Shoreline Place and the Aurora Corridor. The City Council recently approved the Development Agreement for Shoreline Place which is expected to construct 1,300 new multifamily units to replace the Sears building and separately 330 multifamily units are under construction at the Alexan. This increase of residents will necessitate more*

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*recreational opportunities and open space in the Westminster Triangle, Highland Terrace, and Parkwood Neighborhoods as shown in the PROS Plan.*

As stated in SMC 20.30.340, a Comprehensive Plan Amendment is a mechanism by which the City Council may modify the text or map of the Comprehensive Plan in accordance with the provisions of the Growth Management Act, to respond to changing circumstances or needs of the City.

### **Comprehensive Plan Amendment Criteria**

Pursuant to SMC 20.30.340(B), the Planning Commission may recommend, and the City Council may approve, or approve with modifications, an amendment to the Comprehensive Plan if:

*1. The amendment is consistent with the Growth Management Act and not inconsistent with the Countywide Planning Policies, and the other provisions of the Comprehensive Plan and City policies.*

### Growth Management Act

The proposal is consistent with the Growth Management Act by complying with Goals 1 and 9 of the GMA:

*(1) Urban growth. Encourage development in urban areas where adequate public facilities and services exist or can be provided in an efficient manner.*

*(9) Open space and recreation. Retain open space, enhance recreational opportunities, conserve fish and wildlife habitat, increase access to natural resource lands and water, and develop parks and recreation facilities.*

The proposed amendment will enhance recreational opportunities and develop more parks and recreation facilities in the City.

### King County Countywide Planning Policies

Staff found that the proposed amendment complies with the King County Countywide Planning Policies as follows:

*EN-4 Identify and preserve regionally significant open space networks in both Urban and Rural Areas. Develop strategies and funding to protect lands that provide the following valuable functions:*

- Physical or visual separation delineating growth boundaries or providing buffers between incompatible uses;*
- Active and passive outdoor recreation opportunities;*
- Wildlife habitat and migration corridors that preserve and enhance ecosystem resiliency in the face of urbanization and climate change;*
- Preservation of ecologically sensitive, scenic or cultural resources;*
- Urban green space, habitats, and ecosystems;*
- Forest resources; and*
- Food production potential. [underline added]*

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*DP-2 Promote a pattern of compact development within the Urban Growth Area that includes housing at a range of urban densities, commercial and industrial development, and other urban facilities, including medical, governmental, institutional, and educational uses and parks and open space.*

The proposed amendment will create more active and passive outdoor recreation opportunities and promotes additional parks and open space as stated in the above policies.

### City of Shoreline Comprehensive Plan

The proposed PROS Plan change is consistent with the following Comprehensive Plan goal and policies:

*Goal LU1 Encourage development that creates a variety of housing, shopping, entertainment, recreation, gathering spaces, employment, and services that are accessible to neighborhoods.*

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

*Goal PRI: Preserve, enhance, maintain, and acquire built and natural facilities to ensure quality opportunities exist.*

*Parks Policy 1.2: Provide a variety of indoor and outdoor gathering places for recreational and cultural activities.*

*Parks Policy 1.3: Plan for, acquire and develop land for new facilities to meet the need of a growing population.*

The proposed amendment will encourage recreation areas that are accessible to neighborhoods, specifically the Westminster Triangle, Highland Terrace, and Parkwood Neighborhoods. The amendment also supports acquisition of natural facilities, outdoor gathering spaces, and additional park space for the City's growing population.

*2. The amendment addresses changing circumstances, changing community values, incorporates a subarea plan consistent with the Comprehensive Plan vision or corrects information contained in the Comprehensive Plan.*

The amendment is seeking to provide additional recreational and open space for current and future residents of the City. The PROS Plan anticipated the additional need for recreational and open spaces and this amendment will allow the acquisition of those spaces.

*3. The amendment will benefit the community as a whole, will not adversely affect community facilities, the public health, safety or general welfare.*

The proposed amendment will benefit the community by providing additional recreational and open space opportunities and would not adversely affect community facilities, public health, safety or the general welfare of the community.

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### Amendment #2

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

Description:

This amendment proposes to amend the Point Wells Subarea Plan (**Attachment C**) and associated Comprehensive Plan Policy LU51 (**Attachment D**) 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> .

In October 2019, a settlement and Interlocal Agreement (ILA) (**Attachment E**) 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. As part of the agreement, a joint planning working group comprised of staff from the Town of Woodway and the City of Shoreline was 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:

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



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The new development regulations for the Point Wells site are addressed in a separate staff report and adopting ordinance.

### Land Use Policy 51

In addition to adopting a new Subarea Plan for the Point Wells area, staff is also proposing to update Land Use Policy 51 which relates to the annexation of Point Wells. The current policy states:

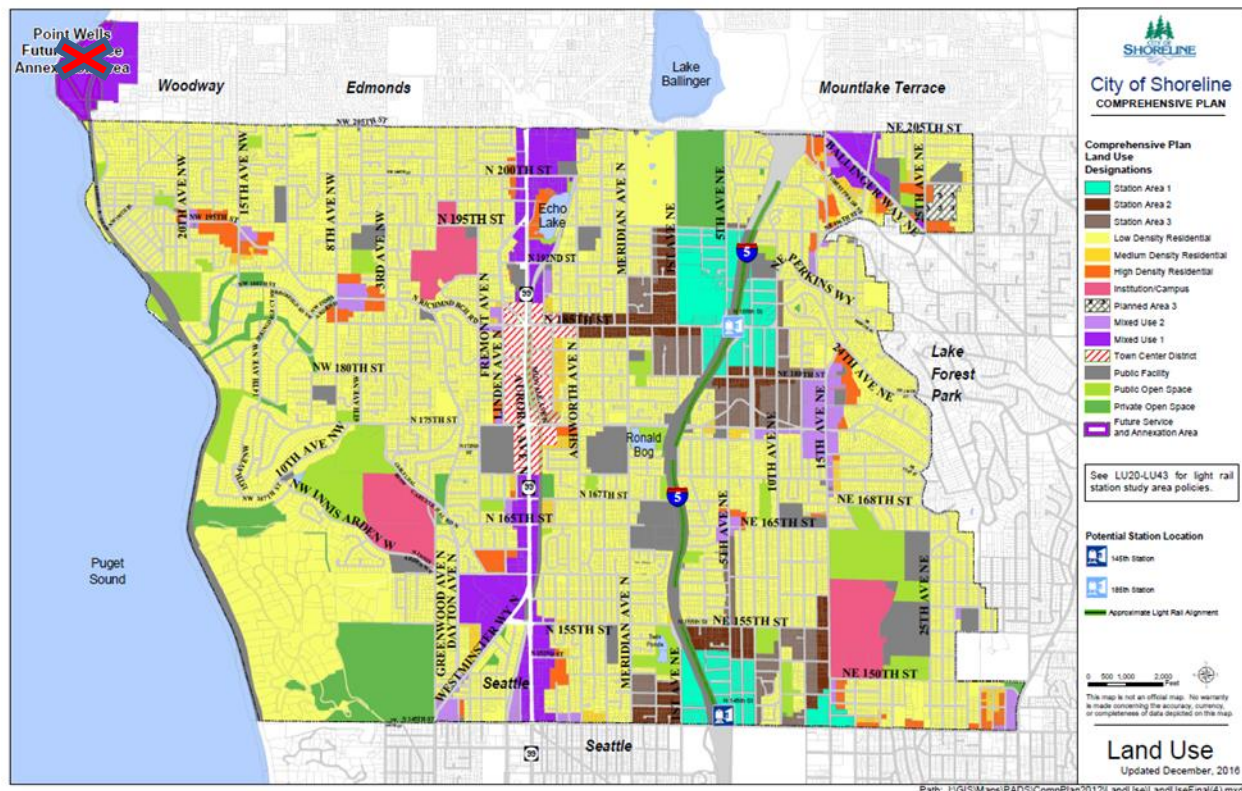
*LU51: Pursue annexation of Point Wells and implement the City of Shoreline Subarea Plan for this area.*

Based on the recent Interlocal and Settlement Agreement with the Town of Woodway, staff is proposing to amend the language for Policy LU51:

*LU51: Pursue annexation of Point Wells pursuant to the Settlement and Interlocal Agreement between City of Shoreline and Town of Woodway. If annexed to the City of Shoreline and implement the Planned Area 4 land use designation and the City of Shoreline Point Wells Subarea Plan for this area.*

### Comprehensive Plan Land Use Map Change

Point Wells is currently designated Mixed-Use 1 in the Comprehensive Plan Land Use Map. In order to have a consistent Subarea Plan and implementing Development Code regulations, staff is proposing to change the designation to Planned Area 4 which will match the proposed pre-annexation zoning regulations for the site.



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Pursuant to SMC 20.30.340(B), the Planning Commission may recommend, and the City Council may approve, or approve with modifications, an amendment to the Comprehensive Plan if:

*1. The amendment is consistent with the Growth Management Act and not inconsistent with the Countywide Planning Policies, and the other provisions of the Comprehensive Plan and City policies.*

### Growth Management Act (GMA)

Proposed Amendment #2 is consistent with the goals of the Growth Management Act. Amendment #2 is directly aligned with the following GMA Planning Goals:

*(1) Urban growth. Encourage development in urban areas where adequate public facilities and services exist or can be provided in an efficient manner.*

*(2) Reduce sprawl. Reduce the inappropriate conversion of undeveloped land into sprawling, low-density development.*

*(11) Citizen participation and coordination. Encourage the involvement of citizens in the planning process and ensure coordination between communities and jurisdictions to reconcile conflicts.*

The proposed Point Wells Subarea Plan provides a vision, goals, and policies, to redevelop the site into a mixed-use predominately residential area with access to the shoreline, open spaces, and more compact development patterns. The Plan, through coordination with the Town of Woodway and the City, will result in the provision of required services in the future. Also, the process of completing the Plan was a dual effort between Woodway and the City to ensure future coordination of the development of the site and puts in place a process to reconcile any differences between the two jurisdictions.

### King County Countywide Planning Policies

Proposed amendment #2 is consistent with the King County Countywide Planning Policies and specifically aligns with the following policies:

*DP-2 Promote a pattern of compact development within the Urban Growth Area that includes housing at a range of urban densities, commercial and industrial development, and other urban facilities, including medical, governmental, institutional, and educational uses and parks and open space. The Urban Growth Area will include a mix of uses that are convenient to and support public transportation in order to reduce reliance on single occupancy vehicle travel for most daily activities.*

*DP-3 Efficiently develop and use residential, commercial, and manufacturing land in the Urban Growth Area to create healthy and vibrant urban communities with a full range of urban services, and to protect the long-term viability of the Rural Area and Resource Lands. Promote the efficient use of land within the Urban Growth Area by using methods such as: • Directing concentrations of housing and employment growth to designated centers; • Encouraging compact development with a mix of compatible*

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*residential, commercial, and community activities; • Maximizing the use of the existing capacity for housing and employment; and • Coordinating plans for land use, transportation, capital facilities and services.*

*DP-22 Designate Potential Annexation Areas in city comprehensive plans and adopt them in the Countywide Planning Policies. Ensure that Potential Annexation Areas do not overlap or leave unincorporated urban islands between cities.*

*DP-23 Facilitate the annexation of unincorporated areas within the Urban Growth Area that are already urbanized and are within a city's Potential Annexation Area in order to provide urban services to those areas. Annexation is preferred over incorporation.*

*EC-20 Facilitate redevelopment of contaminated sites through local, county and state financing and other strategies that assist with funding environmental remediation.*

*T-20 Develop a transportation system that minimizes negative impacts to human health, including exposure to environmental toxins generated by vehicle emissions.*

The proposed Plan promotes compact urban development on a historically industrial site. The Plan, through adoption of implementing development regulations, will include housing at a range of urban densities, commercial development, other urban facilities, and parks and open space. Transportation policies in the Plan encourage a system that minimizes impacts to the surrounding neighborhood by including maximum vehicle trips coming to and from the site. The Point Wells area has been designated as a future service annexation area in the Comprehensive Plan since the incorporation of the City.

### City of Shoreline Comprehensive Plan

Proposed amendment #2 is consistent with the City's Comprehensive Plan and specifically aligns with the following policies:

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

LU15: Reduce impacts to single-family neighborhoods adjacent to mixed use and commercial land uses with regard to traffic, noise, and glare through design standards and other development criteria.

LU47: Support annexations that are in the best interest of the long-term general welfare of the residents of the annexation area, the existing Shoreline community, and the City because they:

- share a community identity;
- are logical additions, and contiguous with the city;
- complete the geographical areas of interest as indicated in pre-incorporation boundaries;

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- offer benefits and opportunities consistent with the City's Vision 2029 and Framework Goals;
- would benefit from consistent regulations and coordinated land use and impact mitigation;
- balance the short-term costs of annexation with long-term gains to the fiscal health of the annexation areas and the City;
- could access public safety, emergency, and urban services at a level equal to or better than services in existence at the time of annexation, without affecting level of service for existing residents; and/or
- could provide improved local governance for the City and the annexation areas.

CD3. Encourage commercial, mixed-use, and multi-family development to incorporate public amenities, such as public and pedestrian access, pedestrian-oriented building design, mid-block connections, public spaces, activities, and solar access.

CD19. Preserve and enhance views from public places of water, mountains, or other unique landmarks as valuable civic assets.

Goal T V. Protect the livability and safety of neighborhoods from the adverse impacts of the automobile.

T15. Balance the necessity for motor vehicle access to and from new development with the need to minimize traffic impacts to existing neighborhoods.

Parks Goal PRI: Preserve, enhance, maintain, and acquire built and natural facilities to ensure quality opportunities exist.

Parks Policy 1.8: Improve accessibility and usability of existing facilities.

Parks Policy 1.9: Improve and leverage the potential of existing facilities.

Any new development at Point Wells will cause additional impacts to the surrounding neighborhood. The proposed goals and policies of the new Plan seek to minimize the impacts from new residential and commercial development on the site. The Plan encourages compact development that includes a mix of uses. Site design encourages buildings be grouped together to maximize views from Richmond Beach and Woodway. The Plan will increase opportunities for new recreational and open space for both future residents of Point Wells and the surrounding communities of Woodway and Shoreline. Traffic will be mitigated by including caps on vehicle trips using Richmond Beach Drive and requiring secondary access through the Town of Woodway.

*2. The amendment addresses changing circumstances, changing community values, incorporates a subarea plan consistent with the Comprehensive Plan vision or corrects information contained in the Comprehensive Plan.*

This Plan addresses changing circumstances between the City of Shoreline and the Town of Woodway. Through the Interlocal and Settlement Agreement, the City and Town worked together to find a consistent set of Comprehensive Plan Goals and Policies and implementing development regulations to encourage reasonable future

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development of the Point Wells area. The Plan is consistent with the City's Comprehensive Plan vision and the Town of Woodway's Comprehensive Plan.

*3. The amendment will benefit the community as a whole, will not adversely affect community facilities, the public health, safety or general welfare.*

The Point Wells Subarea Plan benefits the City as a whole by providing goals and policies that manage future development impacts while providing the City's residents access to increased open space and recreational opportunities. The Point Wells Subarea Plan includes goals and policies for traffic, site design, density, and other development standards adopted through the Development Code which will not adversely affect community facilities, the public health, safety or general welfare.

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### RECOMMENDATION

Staff recommends approval of Comprehensive Plan Amendments #1 and #2 as shown in Attachments B, C, and D.

### ATTACHMENTS

Attachment A – 2020 Comprehensive Plan Docket

Attachment B – PROS Plan Table 6

Attachment C – Point Wells Subarea Plan

Attachment D – Land Use Policy 51

Attachment E – COS/Woodway ILA



## **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.

### **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.

**Att. B - 2020 Comprehensive Plan Amendments**

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

	<b>INFLATOR =</b>	<b>24%</b>	<b>29%</b>	<b>33%</b>	<b>38%</b>	<b>43%</b>	<b>48%</b>	
	<b>2017 Project</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>6-YEAR</b>
	<b>Cost estimate</b>							<b>TOTAL</b>
<b>SHAPING OUR FUTURE: PARK ACQUISITION AND ASSOCIATED DEVELOPMENT PROJECTS</b>								
<b>Rotary Park Development</b>	\$1,093,000		\$1,406,000					\$1,406,000
<b>145th Station Area Acquisition</b>	\$4,803,000	\$1,494,000	\$1,545,000	\$1,598,000	\$1,654,000			\$6,291,000
<b>145th Station Area Development</b>	\$808,000				\$1,113,000			\$1,113,000
<b>185th &amp; Ashworth Acquisition</b>	\$967,000	\$1,203,000						\$1,203,000
<b>185th &amp; Ashworth Development</b>	\$404,000		\$520,000					\$520,000
<b>5th &amp; 165th Acquisition</b>	\$5,473,000		\$7,041,000					\$7,041,000
<b>5th &amp; 165th Development</b>	\$3,348,000			\$4,456,000				\$4,456,000
<b>Paramount Open Space Acquisition</b>	\$2,755,000		\$886,000	\$917,000	\$949,000	\$982,000		\$3,734,000
<b>Paramount Open Space Improvements</b>	\$200,000		\$257,000					\$257,000
<b>CEDARBROOK PLAYGROUND</b>	\$404,000	\$503,000						\$503,000
<b>AuroraDayton-I-5 145th-165th Acquisition</b>	\$7,210,000				\$9,931,000			\$9,931,000

**Att. B - 2020 Comprehensive Plan Amendments**

Chapter 6: Shaping Our Future

	<b>INFLATOR =</b>	<b>24%</b>	<b>29%</b>	<b>33%</b>	<b>38%</b>	<b>43%</b>	<b>48%</b>	
	<b>2017 Project</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>6-YEAR</b>
	<b>Cost estimate</b>							<b>TOTAL</b>
<b>AuroraDayton-I-5 145th-165th Development</b>	\$1,093,000						\$1,615,000	\$1,615,000
<b>DNR Open Space Access Acquisition</b>	\$1,576,000		\$2,027,000					\$2,027,000
<b>DNR OPEN SPACE Development</b>	\$432,000					\$616,000		\$616,000
<b>RONALD BOG PARK TO JAMES KEOUGH PK TRAIL</b>	\$65,000		\$84,000					\$84,000
<b>Total Acquisition Costs</b>	\$29,006,000	\$2,697,000	\$15,491,000	\$2,515,000	\$15,313,000	\$982,000	\$0	\$36,998,000
<b>Total Acquisition Development Costs</b>	\$7,847,000	\$503,000	\$2,267,000	\$4,456,000	\$1,113,000	\$616,000	\$1,615,000	\$10,570,000
<b>TOTAL Costs</b>	\$36,853,000	\$3,200,000	\$17,758,000	\$6,971,000	\$16,426,000	\$1,598,000	\$1,615,000	\$47,568,000
<b>REVENUES Specific to Acquisition and NEW development</b>								
<b>KC CONSERVATION INITIATIVE</b>	\$1,000,000		\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$1,000,000
<b>KING COUNTY CONSERVATION FUTURES TRUST</b>	\$1,050,000	\$50,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$1,050,000
<b>PARK IMPACT FEE</b>	\$1,650,000	\$150,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$1,650,000
<b>Total</b>	\$3,700,000	\$200,000	\$700,000	\$700,000	\$700,000	\$700,000	\$700,000	\$3,700,000



DRAFT – Revised October 2, 2020

[Revisions Since September 9, 2020 Draft shown in legislative format  
(underline/strikethrough)]

## Point Wells Subarea Plan

### Geographic Context

The Point Wells Subarea is an unincorporated area of approximately ~~50~~ 61 acres in the southwestern most corner of Snohomish County. It is bordered on the west by Puget Sound, on the east by the Town of Woodway, and on the south by the Town of Woodway and the City of Shoreline (see Figure 1). Point Wells is not contiguous with any other portion of unincorporated Snohomish County.



Figure 1. Point Wells Subarea

The only vehicular access to Point Wells is via Richmond Beach Drive and Richmond Beach Road and the regional road network via the City of Shoreline. However, there is potential for easterly access through the Town of Woodway connecting to 116<sup>th</sup> Avenue West.

### **County and Regional Context**

In order to meet the provisions of the Growth Management Act that ensure that plans are consistent and coordinated, the Snohomish and King County Countywide Planning Policies and the Puget Sound Regional Council's adopted growth strategy (Vision 2040) are used to guide the development of plans and development regulations for the subarea. The Snohomish County Comprehensive Plan designates the subarea as the Woodway Municipal Urban Growth Area (Woodway MUGA).

The Snohomish Countywide Planning Policies provide for the planning, development and annexation of unincorporated land situated in a municipality's MUGA. Specifically, Countywide Planning Policy DP-5 establishes the factors to be included in comprehensive plans for UGAs, and enables cities to prepare and adopt plans and development regulations for Municipal UGAs to which the city or town has determined it is capable of providing urban services at some point in the future via annexation. Further, policy DP-17 states that "*city comprehensive plans should have policies on annexing the areas in their unincorporated Urban Growth Area/Municipal Urban Growth Area*".

King County Countywide Planning Policy DP-21 goes on to state: "*Coordinate the preparation of comprehensive plans among adjacent and other affected jurisdictions as a means to avoid or mitigate the potential cross-border impacts of urban development.*"

The Puget Sound Regional Council's adopted regional growth strategy, *Vision 2040*, directs unincorporated lands to annex to affiliated cities with services provided by the adjacent municipality. The *Vision 2040* goal for unincorporated urban growth areas states that "*all unincorporated lands within the urban growth area will either annex into existing cities or incorporate as new cities.*" Multicounty policies provide for unincorporated lands adjacent to cities to be affiliated with such cities and that annexation is preferred over incorporation. Additional policies support the provision of urban services to unincorporated urban areas by the adjacent city.

Thus, the Woodway Municipal Urban Growth Area Subarea Plan draws on the adopted goals and policies of both the County and Region in creating the plan's stated vision, goals, and policies.

### **Woodway Municipal Urban Growth Area Subarea Plan**

Point Wells is situated within Woodway's Municipal Urban Growth Area (MUGA). A subarea plan for the Woodway MUGA was adopted in April 2013 by the Woodway Town Council and incorporated into the Snohomish County General Policy Plan in 2015. The Point Wells Subarea Plan for Shoreline was adopted by the Shoreline City Council in 2011.

The Woodway MUGA subarea contains two distinct geographic areas; Point Wells and the land area located east of the BNSF railroad right of way commonly referred to as the Woodway Upper Bluff. The Upper Bluff was annexed into the Town in June 2015 and is planned and zoned for low density residential development. The Point Wells portion of the subarea is unincorporated in Snohomish County and is mostly situated west of the BNSF right of way and extends westward to Puget Sound. The southernmost portion of Point Wells is adjacent to the City of Shoreline in King County.

### **Shoreline Future Service and Annexation Area**

In 1998, the City identified Point Wells as a Potential Annexation Area, signifying its desire to annex Point Wells to the City. In 2012, the City amended this identifier to Future Service and Annexation Area (FSAA). The intent of the FSAA identification is not only to recognize Shoreline's intent that this area of unincorporated Snohomish County is appropriate for annexation to Shoreline at some point in the future but, that even if annexation did not occur, Shoreline would be the jurisdiction predominately providing public services to the area.

Although there is potential easterly access to Point Wells through the Town of Woodway connecting to 116th Avenue West, presently Point Wells is connected to the regional road network only via Richmond Beach Drive and Richmond Beach Road in the City of Shoreline. Therefore, services and infrastructure for future re-development of Point Wells would be most efficiently, effectively, and equitably provided by the City of Shoreline and its public safety partners. These would include police from the Shoreline police department and emergency medical services and fire protection from the Shoreline Fire Department. In addition, the City would be responsible for development permit processing, code enforcement, parks, recreation and cultural services, and public works roads maintenance.

Future residents of Point Wells would become a part of the Richmond Beach community by virtue of the shared parks, schools, libraries, shopping districts and road grid. As citizens of the City of Shoreline, they would be able to participate in the civic life of this "community of shared interests," including the City's Parks Board, Library Board, Planning Commission, or other advisory committees, and City Council.

### **Planning Background**

#### **Town of Woodway**

The Town has been engaged in planning for the subarea for many years. In 1999, the Point Wells Advisory Committee was created to work with property owners, residents, and surrounding jurisdictions to prepare for the eventual conversion of the industrial asphalt use to an urban non-industrial use. The Advisory Committee prepared several alternatives for consideration by the Town Planning Commission and Council. The

alternatives prepared by the Planning Commission focused on residential uses or passive open space for the upper bluff and a variation of three mixed-use land patterns with varying urban uses and densities for Point Wells. The separate alternative desired by the Point Wells landowner (Chevron-Texaco in 2000) was to maintain the current Industrial land use designation as set forth in the Snohomish County comprehensive plan. The Advisory Committee recommended that the Planning Commission select the residential alternative for the upper bluff and maintain the industrial alternative for Point Wells. The Town Council adopted the Planning Commission's recommendation with a specific policy in the 2000 Comprehensive Plan that stated the industrial designation would be used for the near-term but may be amended with a more intensive use when geo-political conditions warrant.

In 2009, Snohomish County received an application to amend its comprehensive plan for Point Wells from Industrial to Urban Center. As part of the Urban Center comp plan designation, the County received an application for the development of a mixed-use urban center. Following a ruling by the Central Puget Sound Growth Hearings Board that the Point Wells urban center designation did not meet the County's criteria for an Urban Center, the County re-designated Point Wells in 2012 to the Urban Village future land use designation. Pursuant to the County's General Policy Plan, Urban Villages are typically smaller and less intensive than an Urban Center.

With the re-designation of Point Wells by Snohomish County and the change in geo-political conditions, the Town embarked on a planning process to reconsider the previous Industrial designation of Point Wells. The Woodway Planning Commission prepared a new plan for the Point Wells portion of the MUGA subarea that was adopted by the Town Council in April 2013. That plan designates and zones the entire 60 acres of Point Wells as Urban Village. The Urban Village designation is implemented with the Town's Urban Village zone district upon annexation. The district substantially replicates Snohomish County's zoning, providing for mixed use land uses with a residential density range from 12 to 44 units per gross acre.

### **City of Shoreline**

The City of Shoreline also prepared a subarea plan for Point Wells in ~~2014~~2010 (see Ord. No. 571), given that the primary access to Point Wells is via Richmond Beach Drive and that the majority of future transportation trips to and from Point Wells will impact Shoreline. The City's subarea plan recognizes the Snohomish County development application of an intensive mixed-use proposal and seeks to mitigate land use, environmental, aesthetic, servicing and transportation impacts through the preparation of a transportation corridor study. The Shoreline subarea plan also proposes to provide urban services to the area following a future cross-county annexation.

In 2017 Shoreline began the process to enable a future annexation of Point Wells. The City proposed an amendment to the Snohomish County Planning Policies that, if approved, would allow the eventual cross-county annexation of Point Wells to

Shoreline. The Snohomish County Tomorrow countywide planning group reviewed the proposal and recommended that Shoreline's proposal be denied. The Snohomish County Council subsequently agreed and passed a motion rejecting the request in May 2018.

### **Woodway/Shoreline Settlement Agreement**

As previously stated, Point Wells has been identified as a future annexation area for both the City of Shoreline and Town of Woodway in each jurisdiction's Comprehensive Plan. Both plans include vision statements and policies regarding the planning, servicing and development of Point Wells. Given that both jurisdictions have had disagreements in the past concerning the governance of Point Wells that have resulted in litigation and attendant expenditure of valuable municipal resources, it is prudent for both jurisdictions to move forward with a cooperative approach to plan for the desired future land uses, services, environmental considerations and annexation of Point Wells.

Toward this end, Woodway and Shoreline both agree that it is of mutual benefit to provide a framework on how both jurisdictions will work together to plan for future land uses, servicing and redevelopment of Point Wells. The mayors of both cities signed a Settlement and Interlocal Agreement in October 2019 to address issues regarding annexation, development standards, individual city responsibilities, servicing, and resolution of outstanding litigation between the two cities.

### **Framework**

Given that both jurisdictions have individual subarea plans for Point Wells, and Shoreline and the Town desire to coordinate their planning for the site, the policies and implementing development regulations (that would become effective upon annexation) presented below are intended to be largely identical in both jurisdictions' subarea plans.

### **Vision for Point Wells**

The current planning horizon for the Woodway and Shoreline Comprehensive Plans extends to 2035. The vision listed below is intended to guide land use decision-making throughout the planning period and provide the basis for a series of land use, servicing, governance and environmental policies that will be implemented with the application of practical development regulations and design standards.

The vision for Point Wells is:

To create a unique, primarily residential, Puget Sound shoreline community compatible with surrounding neighborhoods. Appropriately scaled mixed-use buildings will be pedestrian-oriented and incorporate exceptional architecture, sustainable design and building heights that preserve public view corridors. The community will be designed and developed with low-impact, environmentally sustainable development practices and infrastructure, and include a restored

natural environment, well-designed public gathering spaces and a waterfront that emphasizes habitat restoration and extensive public access to the Puget Sound.

## **Point Wells Subarea Goals and Policies**

A set of goals and policies are listed below to enable the communities to move forward with land use decisions and actions to implement the vision for Point Wells.

**Land Use Goal 1:** Point Wells is designated as Planned Area 4 by the City of Shoreline and an Urban Village by the Town of Woodway. Both designations are based on a coordinated planning effort and incorporated into the comprehensive plan for the Town of Woodway and City of Shoreline. Development of Point Wells occurs pursuant to a master plan approved through a development agreement enabled by the City's Development Code and implementing Planned Area 4 regulations. The master plan is prepared by an applicant and includes a primarily residential community that is compatible with surrounding neighborhoods. Mixed-use buildings will be appropriately scaled and pedestrian-oriented and designed consistent with the City's design standards. The development will be supported by a full range of urban services.

## **Land Use Policies**

LU Policy 1: Characteristics of the Planned Area 4 designation include a mix of land uses, integrated into a pedestrian-scaled pattern with sustainable site improvements, infrastructure, buildings, and open spaces. The predominant use is residential, with any medium density multi-family residential housing situated in multi-story buildings of varying heights, strategically sited to preserve and enhance public view corridors. The maximum allowable residential density is 44 units per gross acre, with attendant uses including but not limited to retail, office, transit facilities, structured parking, and public spaces. Site design emphasizes defined building envelopes separated with open space corridors, pedestrian circulation throughout the site and public access to a restored shoreline.

LU Policy 2: Implementation of the Planned Area 4 designation will occur through the adoption of a Planned Area 4 zone district that will best implement the vision, goals, and policies for the Point Wells Subarea. The implementing zone district should address at a minimum: permitted land uses, building height, open space requirements, bulk standards, parking, and master plan requirements. The maximum building height is 75 feet. A development agreement enabled by RCW 36.70B will serve as the entitlement for development approval of the master plan. The City's development regulations, including but not limited to zoning, subdivision standards, critical area regulations (e.g. geologic hazard areas), stormwater regulations, and shoreline master programs, will be applicable upon annexation.

LU Policy 3: Urban design standards will be prepared to serve as a guide for the planning, design and construction of buildings, street network, parking, pedestrian spaces, signage, open space, utility placement, landscaping and servicing.

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Administration of the design standards will occur through administrative review and approval.

**Capital Facilities/Utilities Goal 2:** Point Wells is served with a full range of urban services, including sewer and water, stormwater facilities, fire protection, law enforcement, energy and telecommunication facilities provided through the City, special purpose districts, and regional providers. Alternative energy sources such as solar, wind and co-generation facilities should be incorporated into the master plan to reduce its carbon footprint.

CF/U Policy 1: The provision of urban services provided by special purpose districts, regional providers or other local governments will be reviewed by the City for adequacy to serve intended development(s) within the subarea managed by the City.

CF/U Policy 2: Each jurisdiction may negotiate with development proponents to determine which, if any, of required new capital facilities will be dedicated to the ~~Town~~ City and which, if any, will remain private. All planned capital facilities for Point Wells should be coordinated with the City and service providers.

CF/U Policy 3: All proposed electric and communication line extensions to Point Wells should be installed underground in public rights-of-way or utility easements. All underground utility installations outside of public rights of way should be improved with appropriate landscaping.

**Transportation/Circulation Goal 3:** Vehicular access to and from Point Wells is of paramount concern. Transportation impacts are identified and fully mitigated in all development proposal applications. Richmond Beach Drive remains as a local access street to adjacent properties and the Richmond Beach Neighborhood, with multimodal street improvements. Secondary access through Woodway is designed and constructed to address environmental constraints and impacts to neighbors, to accommodate multimodal uses, including pedestrian, emergency services and vehicular access.

T/C Policy 1: A transportation corridor study and mitigation plan ~~should~~ shall be prepared and funded by development applicants under the direction of the City, with input, participation, and leadership, as appropriate, from Woodway, Snohomish County, WSDOT, and other stakeholders. The scope of the study and mitigation plan should be prepared with input from ~~by~~ each jurisdiction with an emphasis on identification of impacts and mitigating measures, design improvements and associated costs, needed services, including design and financing for multimodal solutions to improve mobility within the surrounding neighborhoods and communities.

T/C Policy 2: The needed improvements identified in the corridor study and mitigation plan should be built and operational concurrent with the occupancy of any approved phasing of the development.

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T/C Policy 3: Development within Point Wells shall not generate more than 4,000 average daily trips onto Richmond Beach Drive within the City of Shoreline and the remaining Richmond Beach Road Corridor shall not exceed a level of service (LOS) D with 0.9 volume-to-capacity (V/C) ratio.

T/C Policy 4: Any combination of residential or commercial development or redevelopment that would generate 250 or more average daily trips shall provide a general-purpose public access road wholly within the Town of Woodway that connects into Woodway's transportation network and provides a full second vehicular access point from Point Wells into Woodway.

T/C Policy 5: A network of well-connected streets, sidewalks, and multipurpose pathways should be developed as part of a master plan and constructed and phased concurrently with redevelopment of the subarea.

***Environmental Preservation/Protection Goal 4:*** Point Wells is a unique landform on Puget Sound with sensitive environmental features that are identified and protected through federal, state, and local legislative edicts. The current site conditions and contamination is remediated and monitored to provide for a clean and safe environment for residents, visitors, flora, and fauna. Low impact development techniques are incorporated into site development and the near shore environment is enhanced and preserved consistent with the goals, policies and regulations of the City's Shoreline Master Program.

EP/P Policy 1: Site restoration and clean-up will be managed by the State Department of Ecology, with participation and input by Snohomish County, the Town of Woodway, the City, and other stakeholders.

EP/P Policy 2: Extensive environmental review, documentation and analysis will be managed by the City and funded by the applicants seeking entitlements for development. The scope of the environmental review will be determined by all jurisdictions and agencies affected by the proposal within the context of the State Environmental Policy Act (SEPA), including the impacts of sea level rise and climate change on the development proposal through anticipated buildout.

EP/P Policy 3: The proposed location of buildings, streets, infrastructure, and other physical site improvements set out in the master plan should avoid impacts to the sensitive environmental constraints and features in the subarea. The development agreement will include provisions for monitoring of environmental features including but not limited to soil, groundwater, and sea level rise.

EP/P Policy 4: Consistent with the goals, policies and regulations of the City's Shoreline Master Program, the near-shore environment will be restored and enhanced to predevelopment conditions and incorporate extensive public access and passive open space improvements.



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EP/P Policy 5: The master plan should incorporate sustainable site and building design that serves as a leader in current practices that implement sustainability.

**Governance Goal 5:** Planning for future development of Point Wells has been and will continue to be of interest to all three affected local jurisdictions - Snohomish County, Shoreline and Woodway as well as other key stakeholders. Pursuant to the Growth Management Act, PSRC Vision 2040, and Countywide Planning Policies, Point Wells is annexed to Woodway and provided with urban services. Woodway has coordinated all aspects of the proposed development with affected jurisdictions and agencies to assure each jurisdiction's respective interests are appropriately addressed. If Woodway, by resolution or formal action of its Town Council, notifies Shoreline of Woodway's election to not annex Point Wells, Shoreline may seek annexation of Point Wells pursuant to applicable statutes.

G Policy 1: The City's institutional processes related to the planning, servicing and administration of entitlements should be participatory, accountable, transparent, efficient, inclusive and respect the rule of law.

G Policy 2: The City shall provide the Town of Woodway with at least 30 calendar days written notice (unless otherwise agreed to or waived in writing), and a review and comment opportunity, before any legislative actions that may modify or amend the Point Wells Subarea Plan or implementing development regulations, or that otherwise impacts the uses, development, or redevelopment of the subarea. Notice shall include, but not be limited to, notice of all Planning Commission and City Council meetings and hearings related to such legislative considerations or actions.

Subarea Land Use Plan Designation



Figure 2 – Land Use Designation

Subarea Zoning



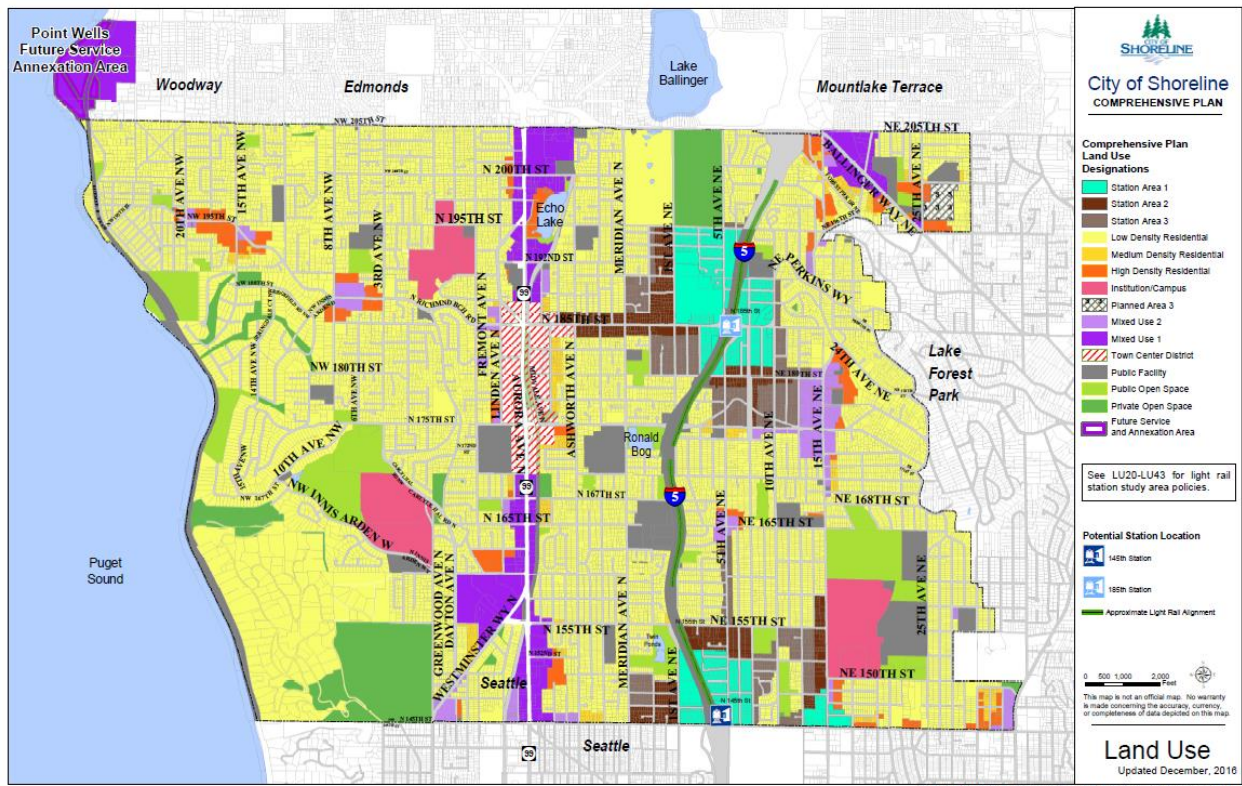
Figure 3 – Zoning

# Att. D - 2020 Comprehensive Plan Amendments

## Proposed Comprehensive Plan Amendments

LU51: Pursue annexation of Point Wells pursuant to the Settlement and Interlocal Agreement Between City of Shoreline and Town of Woodway. If annexed to the City of Shoreline, and implement the Planned Area 4 land use designation and the City of Shoreline Point Wells Subarea Plan for this area.

Revise Land Use Map to Change Point Wells FSAA from Mixed Use 1 to Planned Area 4



**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

## Att. E - 2020 Comprehensive Plan Amendments

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

## Att. E - 2020 Comprehensive Plan Amendments

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.

## Att. E - 2020 Comprehensive Plan Amendments

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 Points 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.

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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.

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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 113<sup>th</sup> 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.

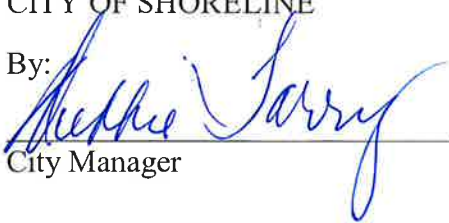
4. **Third Party Beneficiaries.** There are no third-party beneficiaries to this ILA, and this ILA shall not be interpreted to create any third-party beneficiary rights.

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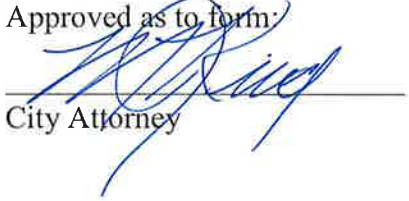
Each individual signing below hereby represents and warrants that he/she is duly authorized to execute and deliver this Interlocal Agreement on behalf of the city for which they are signing and, that such city shall be bound by the terms contained in this Interlocal Agreement.

CITY OF SHORELINE

By:

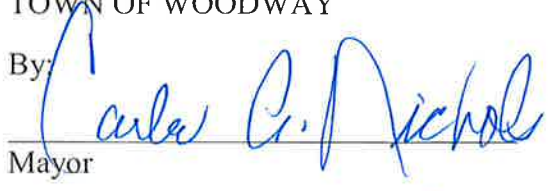
  
\_\_\_\_\_  
City Manager

Approved as to form:

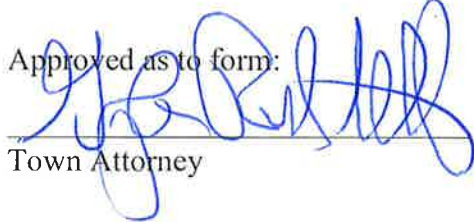
  
\_\_\_\_\_  
City Attorney

TOWN OF WOODWAY

By:

  
\_\_\_\_\_  
Mayor

Approved as to form:

  
\_\_\_\_\_  
Town Attorney

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