



CITY COUNCIL AGENDA

15728 Main Street, Mill Creek, WA 98012 (425) 745-1891

Pam Pruitt, Mayor • Brian Holtzclaw, Mayor Pro Tem • Sean Kelly • Donna Michelson •
Vince Cavaleri • Mike Todd • Mark Bond

Regular meetings of the Mill Creek City Council shall be held on the first, second and fourth Tuesdays of each month commencing at 6:00 p.m. in the Mill Creek Council Chambers located at 15728 Main Street, Mill Creek, Washington. Your participation and interest in these meetings are encouraged and very much appreciated. We are trying to make our public meetings accessible to all members of the public. If you require special accommodations, please call the City Clerk at (425) 921-5732 three days prior to the meeting.

The City Council may consider and act on any matter called to its attention at such meetings, whether or not specified on the agenda for said meeting. Participation by members of the audience will be allowed as set forth on the meeting agenda or as determined by the Mayor or the City Council.

To comment on subjects listed on or not on the agenda, ask to be recognized during the Audience Communication portion of the agenda. Please stand at the podium and state your name and address for the official record. Please limit your comments to the specific item under discussion. Time limitations shall be at the discretion of the Mayor or City Council.

Study sessions of the Mill Creek City Council may be held as part of any regular or special meeting. Study sessions are informal, and are typically used by the City Council to receive reports and presentations, review and evaluate complex matters, and/or engage in preliminary analysis of City issues or City Council business.

Times listed on the agenda are approximate only. Discussions may sometimes cause remaining agenda items to be considered before or after their scheduled time. Citizens are welcome and encouraged to attend all sessions (except for Executive Sessions) of the meeting.

Next Ordinance No. 2015-793

Next Resolution No. 2015-525

**February 3, 2015
City Council Meeting
6:00 p.m.**

6:00 p.m. CALL TO ORDER:

6:01 p.m. FLAG SALUTE:

6:02 p.m. ROLL CALL:

6:03 p.m. AUDIENCE COMMUNICATION:

A. Public comment on items on or not on the agenda

6:15 p.m. PRESENTATIONS:

- A. Oath of Office for new Police Officer Brett Thompson
(*Bob Crannell, Police Chief*)

6:20 p.m. STUDY SESSION:

- A. WRIA 8 Interlocal Agreement
(*Scott Smith, City Engineer*)
(*Estimated Length of Discussion: 20 minutes*)
- B. 2015 Pavement Preservation Program Work Plan
(*Scott Smith, City Engineer*)
(*Estimated Length of Discussion: 30 minutes*)
- C. Comprehensive Plan Basics
(*Tom Rogers, Director of Community Development*)
(*Estimated Length of Discussion: 30 minutes*)
- D. Finalize City Manager Recruitment Profile*
(**Will be distributed on or before the meeting*)
(*Landy Manuel, Acting City Manager*)
(*Estimated Length of Discussion: 30 minutes*)
- E. Open Discussion
(*City Council*)
(*Estimated Length of Discussion: 5 minutes*)

8:15 p.m. BUSINESS SESSION:

8:15 p.m. CONSENT AGENDA:

- A. Resolution Appointing the City Clerk to Receive Claims for Damages (*If approved, would take Resolution #2015-525*)
(*Shane Moloney, City Attorney*)

8:20 p.m. ACTION ITEMS: (If needed)

8:20 p.m. REPORTS:

- A. Boards and Commissions
 1. Design Review Board 12/18/14
 2. Planning Commission 12/18/14Staff Reports
City Manager
City Attorney
Finance Director
Director of Community Development
Public Works Director
Police Chief
City Clerk

8:40 p.m. AUDIENCE COMMUNICATION:

- A. Public comment on items on or not on the agenda

8:45 p.m. EXECUTIVE SESSION:

(*Confidential Session of the Council per RCW 42.30*)

- A. Performance of a Public Employee and Labor Negotiations per RCW 42.30.110 (1) (g)
(Estimated Length of Discussion: 30 minutes)

9:15 p.m. ADJOURNMENT

MILL CREEK CITY COUNCIL
AGENDA SUMMARY

Date on Council Agenda: February 3, 2015

Subject: **WRIA 8 INTERLOCAL AGREEMENT**

Budget Impact: Annual cost of \$6,268 included in Surface Water Utility budget

Contact Person/Department: Scott Smith, City Engineer

SUMMARY/BACKGROUND:

The Washington State Department of Ecology has divided the state into different Water Resource Inventory Areas (WRIA) based on major drainage basins. Mill Creek is located in WRIA 8, which is the Lake Washington watershed area. All of our local streams, such as Nickel, Penny, Sitka and Mill Creek(s), drain into North Creek, which runs into the Sammamish River, which flows south into Lake Washington. WRIA 8 also consists of drainage basins to the south, such as the Cedar River.

The purpose of the WRIA system is to provide regional coordination, guidance and funding for a wide range of salmon recovery projects and stormwater issues. Past examples in Mill Creek include the replacement of the Penny Creek culvert on 9th Avenue, which was a major fish passage barrier, as well as the stream bank stabilization / restoration work along North Creek behind City Hall.

While involvement in WRIA 8 is not mandatory, it is highly recommended by staff since it provides grant funding opportunities for future projects, like Nickel or Penny Creek culvert replacements, as well as additional resources to address larger regional watershed problems. The City participates in WRIA 8 activities through an Interlocal Agreement (ILA), which expires at the end of 2015.

A new ILA is being proposed, and WRIA staff is currently doing public outreach to partner agencies. Jason Mulvihill-Kuntz, the WRIA 8 Watershed Coordinator, will be making a short presentation to the City Council to get feedback on the draft ILA and future WRIA activities. More information on the WRIA 8 programs is available on their website at: <http://www.govlink.org/watersheds/8/>.

STAFF RECOMMENDATION:

- None at this time, informational presentation only

COUNCIL PROCESS/ACTION:

- Presentation to the City Council by WRIA staff
- City Council discussion and feedback

ATTACHMENTS:

- WRIA 8 information sheets
- ILA renewal schedule
- Summary of proposed ILA changes
- Draft ILA

City Manager Approval: _____ Date: _____

G:\EXECUTIVE\WP\COUNCIL\SUMMARY\2015\WRIA 8 ILA presentation.docx

Making our watershed a place where people and salmon can live together: ten years of progress in WRIA 8



Partners in the **Lake Washington/Cedar/Sammamish Watershed** (also referred to as Water Resource Inventory Area, or WRIA, 8) have been working together to protect and restore habitat for Chinook salmon since 2000. This collaborative effort is led by 28 local governments, state and federal agencies, non-profit organizations, businesses, and interested citizens.

Since 2005, 49 projects have been completed and 51 more are actively moving toward completion (see map on reverse). WRIA 8's salmon recovery work takes place in a variety of habitats, including rivers, creeks, lakeshores, and marine shoreline.

Protecting and restoring habitat:

- 2,625 acres protected through acquisition or easement
- Over 450 acres of riparian lands treated/planted
- Nearly one mile of levees removed or set back
- More than 73 acres of floodplain reconnected
- Over 8,000 feet of lakeshore restored



Educating and advocating:

- With partners, created the award-winning Green Shorelines program to replace bulkheads and promote salmon-friendly shoreline alternatives to lakeshore landowners
- Since 2007, promote the efforts of a dozen partners who provide salmon viewing opportunities to thousands of people each year and raise awareness of salmon lifecycle and habitat needs



Getting the funding to make it happen:

- From 1998-2014, allocated over \$15 million in King Conservation District and King County Flood Control District watershed grant funds, leveraging over \$28 million
- From 1998-2014, allocated nearly \$20 million in federal and state funds, leveraging over \$14 million

Working together for maximum impact:

- Fostering regional coordination and an interlocal agreement to cost-share among 28 local governments to implement salmon recovery
- Developed and adopted the WRIA 8 Chinook Salmon Conservation Plan in 2005
- Shared costs with the Army Corps of Engineers to fund temporary fish passage improvements at the Locks



Basing our actions on sound science:

- Monitoring fish and stream conditions, assessing land cover change, and more, to make strategic and effective project investments and policy decisions



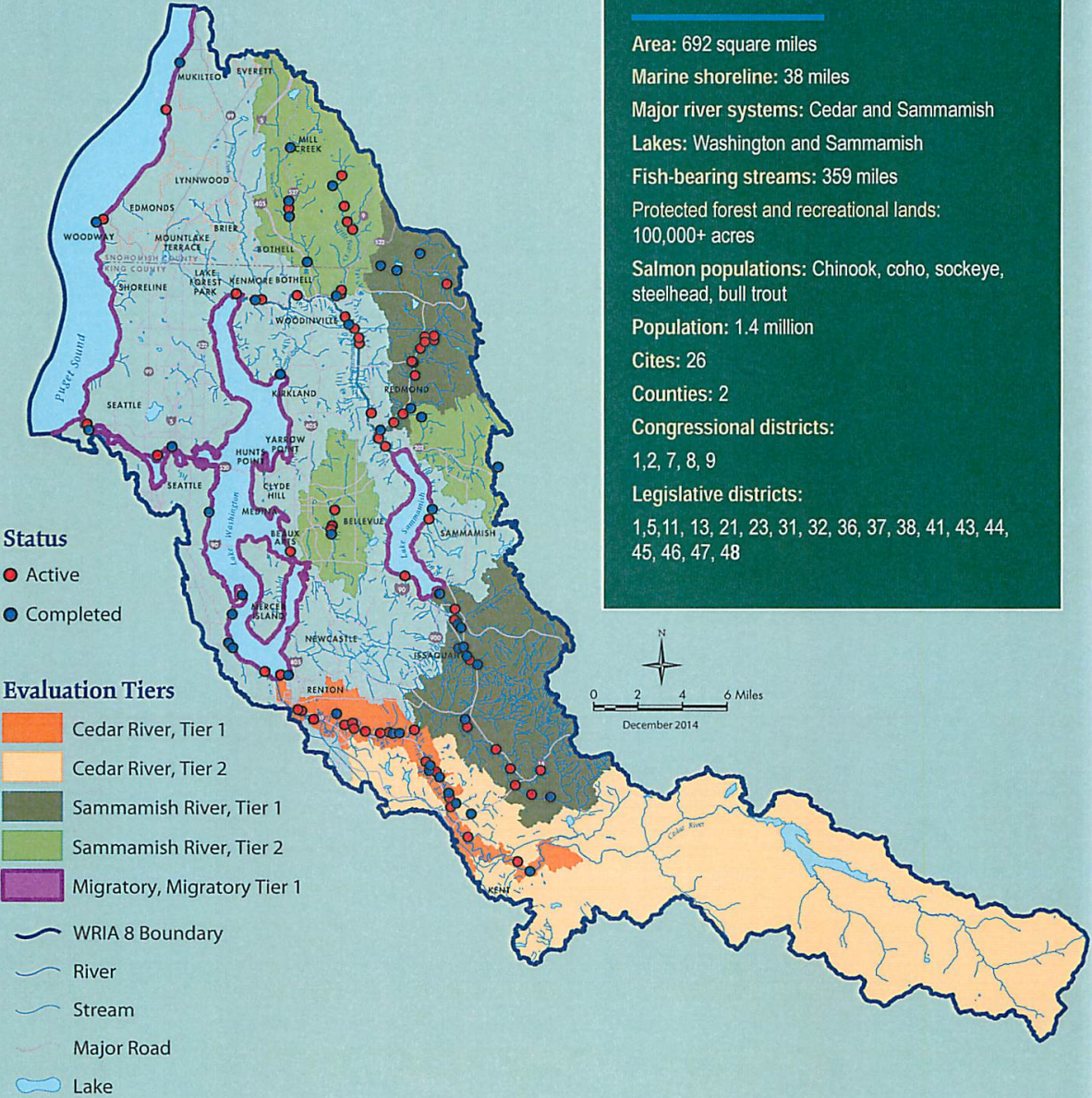
All because?

A healthy watershed for fish and wildlife means clean water, great recreational opportunities and a high quality of life for people.

WRIA 8 Projects

WRIA 8 Facts:

- Area: 692 square miles
- Marine shoreline: 38 miles
- Major river systems: Cedar and Sammamish
- Lakes: Washington and Sammamish
- Fish-bearing streams: 359 miles
- Protected forest and recreational lands: 100,000+ acres
- Salmon populations: Chinook, coho, sockeye, steelhead, bull trout
- Population: 1.4 million
- Cities: 26
- Counties: 2
- Congressional districts: 1, 2, 7, 8, 9
- Legislative districts: 1, 5, 11, 13, 21, 23, 31, 32, 36, 37, 38, 41, 43, 44, 45, 46, 47, 48



FOR MORE INFORMATION: Visit the WRIA 8 website at www.govlink.org/watersheds/8/default.aspx or contact Jason Mulvihill-Kuntz, WRIA 8 Watershed Coordinator, 206-477-4780, jason.mulvihill-kuntz@kingcounty.gov

Salmon recovery actions are based on sound science



Scientific staff— both WRIA 8 staff and the Technical Committee comprised of scientists from partner agencies— are key to the implementation of the WRIA 8 Chinook Salmon Conservation Plan. Science staff give valuable input to grant funding and implementation decisions, respond to technical questions from Council members and others, review regional science communications, present updates to Council, and represent WRIA 8 in various technical forums. Most importantly, monitoring, research and coordination inform and guide decision-making so that WRIA 8 salmon recovery efforts are based in sound science.

MONITORING CHINOOK ABUNDANCE, PRODUCTIVITY, SPATIAL DISTRIBUTION AND DIVERSITY: WRIA 8 science staff and the Technical Committee track how endangered Chinook salmon are faring as conservation efforts move forward. WRIA 8 awards annual grants to support work performed by King County and its partners to collect and interpret adult spawner and juvenile outmigrant data and use it to identify population trends and recommend any course corrections needed to the Salmon Conservation Plan.



PHOTO: IANIS BERGEE, KING COUNTY DWRP

FOCUSING RESTORATION PROJECTS ON OUR HIGHEST PRIORITIES: To make sure that restoration projects do the most good for salmon and salmon habitat, WRIA 8 science staff and the Technical Committee created a project scoring approach now used by the Project and Funding Committee. Using this approach, project proponents can better integrate their goals with the Plan’s technical hypotheses and priorities, and funders can be more confident that their support targets the watershed’s most important needs for salmon.



PHOTO: ROBERT MADR, USFWS

INSTIGATING CRITICAL RESEARCH: The WRIA 8 Technical Committee helped secure funding to commission a 2005 study investigating the genetics of Chinook salmon in the watershed. The findings helped refine WRIA 8’s salmon recovery strategy early in the planning process.

INTEGRATING HARVEST, HABITAT AND HATCHERY GOALS TO RECOVER SALMON (“H-INTEGRATION”): WRIA 8 science staff facilitated and hosted a multi-year effort that brought the Technical Committee together with harvest and hatchery managers to define the most important actions needed across these three “H’s” to recover sustainable salmon runs.

(continued on reverse)

Salmon recovery actions are based on sound science



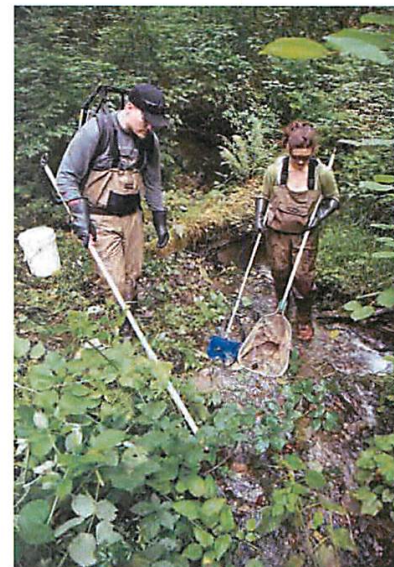
Between 2005 (above, left) and 2009 (above, right), houses and roads replaced forest along a tributary to Bear Creek.

TRACKING LAND COVER CHANGES THAT AFFECT SALMON: With a 2010 Puget Sound Partnership grant, science staff commissioned a report tracking forest cover change in WRIA 8 between 1991 and 2006. The report showed that forest cover within the County’s Urban Growth Area declined more than 20% in that period (see photos above), and that between 2005 and 2009, impervious areas in riparian zones increased in almost all studied sub-basins. This finding spurred the WRIA 8 Salmon Recovery Council to establish the “Trees for Streams” riparian stewardship strategy of outreach to private landowners, in partnership with committed non-profits, to help restore streamside properties. An update to the report will be included in the 10-year WRIA 8 Implementation Progress Report.

MONITORING THE HEALTH OF OUR STREAMS: WRIA 8 science staff leveraged a small monitoring program (funded by the WRIA 8 Salmon Recovery Council in 2009-2010) into a four-year, \$1M U.S. Environmental Protection Agency grant awarded to King County to document the health of the stream systems, to investigate relationships among land cover, hydrology, habitat and biological systems across varying levels of urbanization, and to provide information to support adaptive management of the WRIA 8 Chinook Conservation Plan. Results from the multi-year project will be available in early 2015.

CHECKING OUR PROGRESS: MONITORING AND ADAPTIVE MANAGEMENT: With the Puget Sound Partnership and other partners, WRIA 8 science staff translated the WRIA 8 Chinook Conservation Plan into a “common framework” for monitoring and adaptive management that addresses regional needs and recommendations. This framework and its list of prioritized indicators will help WRIA 8 more effectively measure and communicate progress and meet our monitoring and research needs strategically.

FOR MORE INFORMATION: Visit the WRIA 8 website at www.govlink.org/watersheds/8/default.aspx or contact Jason Mulvihill-Kuntz, WRIA 8 Watershed Coordinator, 206-477-4780, jason.mulvihill-kuntz@kingcounty.gov



Clearwater School/Commons Restoration (North Creek) Project



The new side channel provides great fish habitat.

PROJECT DESCRIPTION: This restoration project improved salmon habitat along 1,500 feet of North Creek by removing a footbridge and large rock armoring along the bank, adding dozens of pieces of large wood, and creating two side channels totaling 350 feet. Invasive plants like knotweed, blackberry and reed canary grass were controlled and removed, along with non-native fill, and more than 1,000 native trees (65% conifers) and 6,100 shrubs were planted. Live stakes were added to control erosion and native grass seed planted to restore a total of four acres of floodplain.

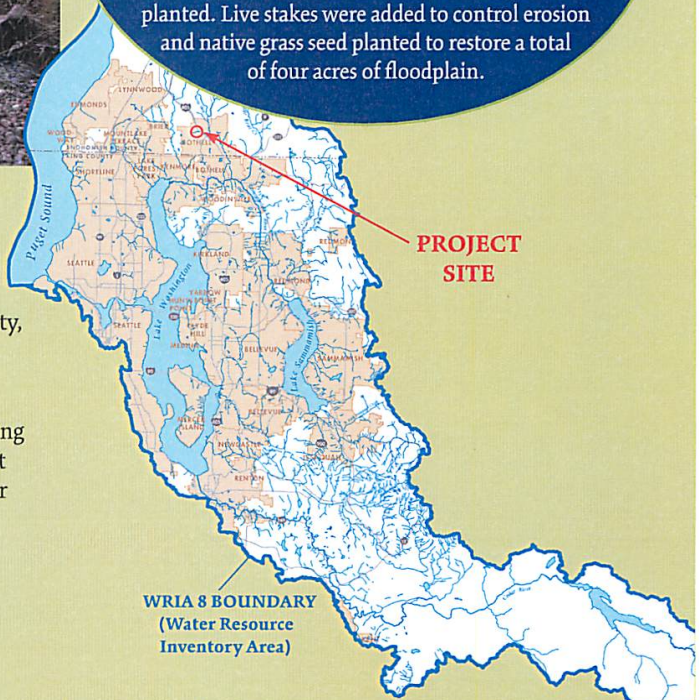
PURPOSE/NEED: The bank armoring and loss of natural streamside plants contributed to erosion and encroaching invasive plants, reducing streamside habitat. Conditions in the stream offered little complexity, few pools, and minimal natural wood.

INTENDED OUTCOME: Adding large wood to the stream, controlling erosion, and planting and maintaining hundreds of native plants will improve spawning habitat and both winter and summer juvenile rearing habitat for ESA-listed Chinook, coho and sockeye salmon. This high-priority project builds on other successful restoration projects in the North Creek sub-basin.

STATUS: The project is complete, but monitoring, planting and stewardship of the site continue, with students and families of the Clearwater School and Commons participating. Clearwater students are also working on interpretive signage for the site.

PARTNERS: The project was completed by Snohomish County Public Works in partnership with Clearwater School and Clearwater Commons LLC, who donated a four acre conservation easement to make the project possible.

FUNDING: Funding was provided by the Lake Washington/Cedar/Sammamish Watershed (WRIA 8)



through the Salmon Recovery Funding Board (SRFB) and Puget Sound Acquisition and Restoration (PSAR) grant programs and local matching funds.

COST: \$565,556

FOR MORE INFORMATION: Frank Leonetti, frank.leonetti@snoco.org, (425) 388-3464, x 4249 and Scott Moore, 425-388-3464 x 6462, s.moore@snoco.org for ongoing plant management and monitoring.

Clearwater School/Commons Restoration (North Creek) Project



The streambanks were eroding badly before the project.



This large wood will stem erosion and improve habitat.



Hundreds of plants were planted into the bare streambank to improve habitat and curb erosion.

Proposed WRIA 8 Interlocal Agreement Renewal Schedule

UPDATED: December 16, 2014

Background

The current WRIA 8 Interlocal Agreement (ILA) ends on December 31, 2015. The ILA and the memorandum of understanding between the WRIA 8 service provider and the Salmon Recovery Council (SRC) need to be renewed to continue the WRIA 8 salmon recovery effort. The proposed schedule below is intended to identify major milestones and help ILA partners prepare for renewing the ILA and MOU by December 2015. The renewed ILA will be effective by January 1, 2016, or when at least 9 jurisdictions representing at least 70% of the population of WRIA 8 have signed the ILA.

Proposed ILA Renewal Schedule

- ✓ **July 2014**
 - WRIA 8 Implementation Committee review and provide feedback on:
 - Draft technical “clean-up” to update current ILA language
 - Substantive topics and potential changes for ILA renewal
 - WRIA 8 SRC reviews draft ILA language at July 17 meeting.
- ✓ **September 2014** – SRC and Implementation Committee review feedback on draft ILA and draft memorandum of understanding (MOU) between service provider and SRC.
- ✓ **November 20 SRC meeting** – SRC approves draft ILA for ILA partners to seek feedback from their representative jurisdictions, and reviews revised draft MOU.
- **November 2014 – May 2015**
 - Presentations to ILA partner jurisdictions, to update councils on the WRIA 8 salmon recovery effort, including priorities and implementation progress, as context for discussion of the ILA renewal.
 - January 15 SRC meeting: SRC reviews potential options for provisional 2016 budget and work plan; approves convening Management Committee to develop MOU and 2016 budget and work plan recommendation.
 - January – March: Management Committee develops MOU recommendation (including provisional 2016 budget and work plan) for SRC consideration at March 19 SRC meeting
 - ILA partners seek feedback on draft ILA and MOU from their respective jurisdictions.
- **May – July 2015**
 - WRIA 8 staff incorporates feedback and works with Implementation Committee and SRC to finalize ILA language
 - Service provider and SRC negotiate final MOU.
- **July 2015 – December 2015**
 - By the July 16 SRC meeting, final ILA available for partner signatures, and final MOU available for service provider and SRC Chair signature.
- **December 2015**
 - Final ILA signed by ILA partners (New ILA effective January 1, 2016)
 - Final MOU signed by WRIA 8 service provider and SRC Chair.

**WRIA 8 ILA Renewal – Summary of Proposed Changes
September 2014**

Proposed Change	Document Reference	Considerations
Add a series of “Whereas” statements to help document the rationale for the ILA and some history of the effort.	Preamble (p.1-2)	<ul style="list-style-type: none"> • Helps explain the impetus for establishing/renewing the ILA; • Documents history of the effort during the first 10 year period covered by the initial ILA; • Documents WRIA 8’s interest in regional and state efforts
Expand the eligible ILA partners to include public agencies other than cities and counties that have land use jurisdiction, including tribes, ports, utilities, etc.	Definitions – Eligible Jurisdictions (Section 1.1, p3) Organization and Nature of WRIA 8 Salmon Recovery Council (section 4, p.6) Latecomers (Section 8, p.11)	<ul style="list-style-type: none"> • Broadens potential ILA membership and coordination; • Spreads annual ILA cost share among more partners, reducing annual cost shares of individual partners • Would likely require changes to the proportional/ weighted voting rules in Section 5.1.2; • Would allow entities other than cities and counties more influence in WRIA 8 decisions, but could also dilute the local governments’ decision making authority
Add description of WRIA 8’s role to annually recommend programs and projects for King County Flood Control District Cooperative Watershed Management funding	Purposes (Section 2.5, p.4)	<ul style="list-style-type: none"> • More comprehensively documents WRIA 8’s integral role in selecting and recommending projects for Cooperative Watershed Management grant funding
Add description of WRIA 8’s role as the salmon recovery “Lead Entity” under state law to convene local watershed-based technical and citizen’s committees to review, prioritize, and recommend projects for funding to the state Salmon Recovery Funding Board.	Purposes (Section 2.6, p4)	<ul style="list-style-type: none"> • Documents WRIA 8’s formal designation and role as the salmon recovery “Lead Entity” in the watershed
Add additional emphasis on the use of monitoring and adaptive management to guide implementation of the WRIA 8 Plan	Purposes (Section 2.11, p.5)	
Change from annual to biennial budgeting	Organization and Nature of WRIA 8 Salmon Recovery	<ul style="list-style-type: none"> • Many WRIA 8 ILA partners, including King County, have moved to biennial budgeting, so this would establish a

**WRIA 8 ILA Renewal – Summary of Proposed Changes
September 2014**

	<p>Council (Section 4.1, p6)</p> <p>Section 4.2.1, p.7</p> <p>Obligations of Parties; Budget; Fiscal Agent; Rules (Section 7.1, p.10)</p> <p>Section 7.2, p.10</p>	<p>similar budgeting cycle</p> <ul style="list-style-type: none"> • Doing biennial budgeting would need to not preclude getting budget information to ILA partners with annual budgeting processes
<p>Incorporate the current practice of updating individual ILA partner cost shares more often than every three years when there is a substantial annexation that changes the area and population calculation for affected jurisdictions enough to change their individual cost shares.</p>	<p>Organization and Nature of WRIA 8 Salmon Recovery Council (Section 4.2.1, p.7)</p> <p>Obligations of Parties; Budget; Fiscal Agent; Rules (Section 7.1, p.10)</p>	<ul style="list-style-type: none"> • Formalizes a common practice • Results in a less predictable cost share distribution, and requires tracking annexations more closely • Need to define “substantial” (i.e. What threshold would prompt an update occur?)
<p>Add description of how the level of funding and resource obligation for public agencies other than cities and counties would be determined in negotiation with and approved by the Salmon Recovery Council.</p>	<p>Organization and Nature of WRIA 8 Salmon Recovery Council (Section 4.2.1, p7)</p>	<ul style="list-style-type: none"> • Creates a flexible mechanism to establish an appropriate, fair cost share for public agencies other than cities and counties that are approved ILA partners by the Salmon Recovery Council • Requires Salmon Recovery Council approval • Is not a predictable and clear cost share for potential ILA partners and existing ILA partners
<p>Add the use of an annual service provider (currently King County) anonymous client satisfaction survey as an option for meeting the service provider performance evaluation requirement</p>	<p>Organization and Nature of WRIA 8 Salmon Recovery Council (Section 4.2.2, p.7)</p>	<ul style="list-style-type: none"> • Formalizes a current practice approved by the Salmon Recovery Council • Requires Salmon Recovery Council approval • Saves costs associated with retaining an outside consultant to perform an assessment of service provider performance

NOTE TO REVIEWERS: *The tracked changes in this draft are meant to indicate proposed technical revisions or updates to make the ILA document reflect current WRIA 8 Chinook Conservation Plan implementation priorities and practices. The side bar comments indicate topics that may be more substantive and require more discussion to determine an agreed upon path forward.*

6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36

INTERLOCAL AGREEMENT
For the Watershed Basins within Water Resource Inventory Area 8

PREAMBLE

THIS AGREEMENT ("Agreement") is entered into pursuant to Chapter 39.34 RCW by and among the eligible county and city governments signing this agreement that are located in King and Snohomish Counties, lying wholly or partially within the management area of Watershed Resource Inventory Area ("WRIA") 8, which includes all or portions of the Lake Washington, Cedar River, and Sammamish River basins, all political subdivisions of the State of Washington (individually for those signing this Agreement, "party", and collectively "parties"). -The parties share interests in and responsibility for addressing long-term watershed planning and conservation ~~for the watershed basins in WRIA 8 and wish to provide for funding and implementation of various activities and projects therein.~~

WHEREAS, the Pparties share interests in and responsibility for addressing long-term watershed planning and conservation of the aquatic ecosystems and floodplains for purposes of implementing the Lake Washington/Cedar/Sammamish Watershed (WRIA 8) Chinook Salmon Conservation Plan ("WRIA 8 Plan") and improving watershed health for the watershed basins in WRIA 8 and wish to provide for funding and implementation of various activities and projects therein; and

WHEREAS, Puget Sound Chinook salmon, including the WRIA 8 Cedar and Sammamish populations, were listed as threatened under the Endangered Species Act (ESA) in 1999; and

WHEREAS, the parties recognize their participation in the Interlocal Agreement demonstrates their commitment to proactively working to address the ESA listing of Chinook salmon; and

WHEREAS, the parties recognize achieving WRIA 8 salmon recovery and watershed health goals requires a recommitment to, and acceleration of, the collaborative implementation and funding of salmon recovery actions, and

WHEREAS, the parties have participated in an Interlocal Agreement for the years 2001-2005 to develop the WRIA 8 Plan, contributed to the federally-approved Puget Sound Salmon

DRAFT WRIA 8 ILA 2016-2025

November 13, 2014

37 Recovery Plan, and desire to continue providing efficient participation in the implementation of
38 such plans; and
39 WHEREAS, the parties took formal action in 2005 and 2006 to ratify the WRIA 8 Plan,
40 and
41 WHEREAS, the parties have participated in an extension of the 2001-2005 Interlocal
42 Agreement and an Interlocal Agreement for the years 2007-2015 to implement the WRIA 8 Plan;
43 and
44 WHEREAS, the parties seek information on watershed conditions and salmon
45 conservation and recovery needs to inform local decision-making bodies regarding actions in
46 response to listings under the ESA; and
47 WHEREAS, the parties have prioritized and contributed resources and funds for
48 implementing projects and programs to protect and restore salmon habitat; and
49 WHEREAS, the parties wish to monitor and evaluate implementation of the WRIA 8 Plan
50 through adaptive management; and
51 WHEREAS, the parties wish to continue to use adaptive management for identifying,
52 coordinating and implementing basin plans and water quality, flood hazard reduction, water
53 quantity, and habitat projects in the watersheds; and
54 WHEREAS, the parties recognize climate change is likely to affect watershed ecosystem
55 function and processes, and salmon habitat restoration actions are a proactive approach to
56 making the watershed ecosystem more resilient to changing conditions, which supports
57 watershed health for human communities and salmon populations; and
58 WHEREAS, the parties have an -interest in participating on the Puget Sound Salmon
59 Recovery Council and other groups associated with Puget Sound recovery because of the
60 contributions of the Lake Washington/Cedar/Sammamish Watershed to the overall health of
61 Puget Sound and to collectively seek funding to implement the WRIA 8 Plan; and
62 WHEREAS, the parties have an interest in participating on the Washington Salmon
63 Coalition and other groups associated with the Salmon Recovery Funding Board to collectively
64 seek funding to implement the WRIA 8 Plan; and
65 WHEREAS, the parties have an -interest in supporting implementation of the Puget
66 Sound Partnership Action Agenda to restore the health of Puget Sound as it relates to salmon
67 recovery and WRIA 8 priorities; and
68 WHEREAS, the parties have an interest achieving multiple benefits by integrating salmon
69 recovery planning and actions with floodplain management, water quality and agriculture; and
70 WHEREAS, the parties recognize that identification of watershed issues, and
71 implementation of salmon conservation and recovery actions may be carried out more efficiently if
72 done cooperatively than if carried out separately and independently; and

DRAFT WRIA 8 ILA 2016-2025

November 13, 2014

73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107

NOW, THEREFORE, the parties hereto do mutually covenant and agree as follows:

MUTUAL CONVENANTS AND AGREEMENTS

1. **DEFINITIONS.** For purposes of this Agreement, the following terms shall have the meaning provided for below:

1.1. **ELIGIBLE JURISDICTIONS:** The governments eligible for participation in this Agreement as parties are the Counties of King and Snohomish; and the Cities of Bellevue, Bothell, Brier, Clyde Hill, Edmonds, Everett, Issaquah, Kenmore, Kent, Kirkland, Lake Forest Park, Lynnwood, Maple Valley, Medina, Mercer Island, Mill Creek, Mountlake Terrace, Mukilteo, Newcastle, Redmond, Renton, Sammamish, Seattle, Shoreline, Woodinville, and Woodway and the Towns of Beaux Arts, Hunts Point, Woodway and Yarrow Point; and other public agencies affecting land use decisions, such as tribes, port districts, etc.

1.2. **WRIA 8 SALMON RECOVERY COUNCIL:** The *WRIA 8 Salmon Recovery Council* created herein is the governing body responsible for implementing this Agreement and is comprised of members who are designated representatives of eligible jurisdictions who have authorized the execution of and become parties to this Agreement. In addition, the *WRIA 8 Salmon Recovery Council* includes members who are not representatives of the parties and are comprised of a balance of stakeholder representatives and any other persons who are deemed by the parties to this Agreement to be appropriate for the implementation and adaptive management of the *WRIA 8 Plan*. The appointed representatives of parties will appoint the members who are not representing parties, using the voting provisions of Section 5 of this Agreement.

1.3. **LAKE WASHINGTON/CEDAR/SAMMAMISH WATERSHED (WRIA 8) CHINOOK SALMON CONSERVATION PLAN, JULY 2005:** *WRIA 8 Plan* as referred to herein is the three volume document, and any subsequent updates adopted in accordance with the procedures provided for in Section 6 below, developed in partnership with stakeholder representatives and ratified by the parties to this Agreement for the purposes of preserving, protecting, and restoring habitat with the intent to recover listed species, including sustainable, genetically diverse, harvestable populations of naturally spawning Chinook salmon.

1.4. **MANAGEMENT COMMITTEE:** *Management Committee* as referred to herein consists of five (5) elected officials or their designees which elected officials are chosen by the party members of the *WRIA 8 Salmon Recovery Council*, according to the voting procedures in Section 5, and charged with staff oversight and administrative duties on the *WRIA 8 Salmon Recovery Council's* behalf.

DRAFT WRIA 8 ILA 2016-2025

November 13, 2014

108 1.5 **SERVICE PROVIDER(S):** *Service Provider(s)*, as used herein, means that agency,
109 government, consultant or other entity which supplies staffing or other resources to and
110 for the *WRIA 8 Salmon Recovery Council*, in exchange for payment. The *Service*
111 *Provider(s)* may be a party to this Agreement.

112 1.6 **FISCAL AGENT:** The *Fiscal Agent* refers to that agency or government ~~who-which~~
113 performs all accounting services for the *WRIA 8 Salmon Recovery Council*, as it may
114 require, in accordance with the requirements of Chapter 39.34 RCW.

115 1.7 **STAKEHOLDERS:** Stakeholders refers to those public and private entities within the
116 WRIA who reflect the diverse interests integral for planning, implementation, and
117 adaptive management for the recovery of the listed species under the Endangered
118 Species Act, ~~which-and~~ may include but are not limited to environmental and business
119 interests.

120 2. **PURPOSES.** The purposes of this Agreement include the following:

121 2.1 To provide a mechanism and governance structure for the implementation and adaptive
122 management of the implementation of the *WRIA 8 Plan and*

123 ~~2.12.2~~ ~~to~~ share the cost of the WRIA 8 Service Provider team to coordinate and provide the
124 services necessary for the successful implementation and management of the *WRIA 8*
125 *Plan*. The maximum financial or resource obligation of any participating eligible
126 jurisdiction under this Agreement shall be limited to its share of the cost of the Service
127 Provider staff and associated operating costs.

128 ~~2.22.3~~ To provide a mechanism for securing technical assistance and ~~any-available~~ funding from
129 state agencies or other sources.

130 ~~2.32.4~~ To provide a mechanism for the implementation of other ~~multiple benefit~~ habitat, water
131 quality and floodplain management projects with ~~local~~, regional, state, federal and non-
132 profit funds as may be contributed to ~~or secured by~~ the *WRIA 8 Salmon Recovery*
133 *Council*.

134 2.5 ~~To annually recommend WRIA 8 salmon recovery programs and projects for funding by~~
135 ~~the King County Flood Control District through the District's Cooperative Watershed~~
136 ~~Management grant program.~~

137 2.6 ~~To serve as the salmon recovery "Lead Entity" as designated by state law (Chapter 77.85~~
138 ~~RCW) for WRIA 8. The Lead Entity is responsible for developing a salmon recovery~~
139 ~~strategy, working with project sponsors to develop projects, convening local technical and~~
140 ~~citizen committees to annually recommend WRIA 8 salmon habitat restoration and~~
141 ~~protection projects for funding by the State of Washington Salmon Recovery Funding~~
142 ~~Board, and -representing WRIA 8 in Puget Sound region and state wide salmon recovery~~
143 ~~forums.~~

DRAFT WRIA 8 ILA 2016-2025

November 13, 2014

144 | 2.42.7 To provide a framework for cooperation and coordination among the parties on issues
 145 | relating to the implementation and management of the implementation of the **WRIA 8**
 146 | **Plan** ~~or~~ and to meet the requirement or a commitment by any party to participate in
 147 | WRIA-based or watershed basin planning in response to any state or federal law which
 148 | may require such participation as a condition of any funding, permitting or other program
 149 | of state or federal agencies, at the discretion of such party to this Agreement.

150 | 2.52.8 To develop and articulate WRIA-based positions on salmon habitat, conservation and
 151 | funding to state and federal legislators.

152 | 2.9 To provide for the ongoing participation of citizens and other stakeholders in such efforts
 153 | and to ensure continued public outreach efforts to educate and garner support for current
 154 | and future ESA efforts.

155 | 2.10 To provide information for Parties to use to inform land use planning, regulations, and
 156 | outreach and education programs.

157 | 2.11 To provide a mechanism for on-going monitoring and adaptive management of the WRIA
 158 | 8 Plan -as defined in the Plan.

160 | It is not the purpose or intent of this Agreement to create, supplant, preempt or supersede the
 161 | authority or role of any individual jurisdiction or water quality policy bodies such as the Regional
 162 | Water Quality Committee.

163 | 3. **EFFECTIVE DATE AND TERM.** This Agreement shall become effective on January 1, ~~2007~~
 164 | ~~2016~~ provided it has been signed by that date by at least nine (9) of the eligible jurisdictions
 165 | within WRIA 8 representing at least seventy per cent (70%) of the affected population, as
 166 | authorized by each jurisdiction's legislative body, and further provided that after such signatures
 167 | this Agreement has been filed by King County and Snohomish County in accordance with the
 168 | terms of RCW 39.34.040 and .200. ~~If such requirements are not met by January 1, 2016, then~~
 169 | ~~the effective date of this Agreement shall be the date on which such requirements are met. This~~
 170 | ~~agreement in conjunction with the ILA Extension of 2006 reflects the ten-year timeframe of the~~
 171 | ~~priority actions identified in the WRIA 8 Plan Start-List. The ILA Extension of 2006 provides the~~
 172 | ~~mechanism and governance structure for year one of implementation.~~ This Agreement provides
 173 | the mechanism and governance structure for implementation of the WRIA 8 Plan between 2016
 174 | and 2025, as well as the subsequent years of implementation of the Start-List Chapter of the
 175 | WRIA 8 Plan. Once effective, this Agreement shall remain in effect through December 31,
 176 | 2025, for a term of nine ~~10~~(9) years; provided, however, that this Agreement may be extended for
 177 | such additional terms as the parties may agree to in writing, with such extension being effective
 178 | upon its execution by at least nine (9) of the eligible jurisdictions within WRIA 8 representing at
 179 | least seventy per cent (70%) of the affected population,.

DRAFT WRIA 8 ILA 2016-2025

November 13, 2014

180 4. **ORGANIZATION AND NATURE OF WRIA 8 SALMON RECOVERY COUNCIL.** The parties to
181 this Agreement hereby establish a governing body for WRIA 8 and the Lake Washington-Cedar
182 and Sammamish watershed basins and associated Puget Sound drainages (hereinafter the
183 "***WRIA 8 Salmon Recovery Council***" the precise boundaries of which are established in Chapter
184 173-500 WAC, or as determined by the ***WRIA 8 Salmon Recovery Council***) to serve as the
185 formal governance structure for carrying out the purposes of this Agreement in partnership with
186 non-party members. Each party to this agreement shall appoint one (1) elected official to serve
187 as its representative on the ***WRIA 8 Salmon Recovery Council***. The ***WRIA 8 Salmon Recovery***
188 ***Council*** is a voluntary association of the county and city governments, and other public agencies
189 affecting land use decisions, located wholly or partially within the management area of WRIA 8
190 and the Lake Washington-~~Cedar~~-~~and~~ Sammamish watershed basins and associated Puget
191 Sound drainages who choose to be parties to this Agreement. Representatives from stakeholder
192 entities who are selected under the voting provisions of Section 5.2 of this agreement are also
193 part of this association.

194 4.1 Upon the effective execution of this agreement and the appointment of representatives to
195 the ***WRIA 8 Salmon Recovery Council***, the party members of the ***WRIA 8 Salmon***
196 ***Recovery Council*** shall meet and choose from among its members, according to the
197 voting provisions of Section 5, five (5) elected officials or their designees, to serve as a
198 ***Management Committee*** to oversee and direct the funds and personnel contributed
199 under this Agreement, in accordance with the adopted annual budget and such other
200 directions as may be provided by the party members of the ***WRIA 8 Salmon Recovery***
201 ***Council***. Representatives of the ***Fiscal Agent*** and ***Service Provider*** may serve as non-
202 voting ex officio members thereof of the Management Committee. The ***Management***
203 ***Committee*** shall act as an executive subcommittee of the ***WRIA 8 Salmon Recovery***
204 ***Council***, responsible for oversight and evaluation of any ***Service Providers*** or
205 consultants, for administration of the budget, and for providing recommendations on
206 administrative matters to the ***WRIA 8 Salmon Recovery Council*** for action, consistent
207 with the other subsections of this section.

208 4.1.1 ~~It is contemplated that s~~Services to the ***WRIA 8 Salmon Recovery Council*** for
209 the term of this agreement shall be provided by King County Department of
210 Natural Resources which shall be the primary ***Service Provider*** unless the party
211 members pursuant to the voting provisions of Section 5 choose another primary
212 ***Service Provider***. The ***Management Committee*** shall prepare a Memorandum
213 of Understanding to be signed by an authorized representative of King County
214 and an authorized representative of WRIA 8, which shall set out the expectations
215 for services to be provided. Services should include, without limitation,

DRAFT WRIA 8 ILA 2016-2025

November 13, 2014

216 identification of and job descriptions for dedicated staff in increments no smaller
217 than .5 FTE, description of any supervisory role retained by the **Service**
218 **Provider** over any staff performing services under this Agreement, and a method
219 of regular consultation between the **Service Provider** and the **Management**
220 **Committee** concerning the performance of services hereunder.

221 4.1.2 The **Management Committee** shall make recommendations to the party
222 members of the **WRIA 8 Salmon Recovery Council** for action, including
223 decisions related to work program, staffing and service agreements, and budget
224 and financial operations, annually for each year of this Agreement. All duties of
225 the **Management Committee** shall be established by the party members of the
226 **WRIA 8 Salmon Recovery Council**.

227 4.2 The party members of the **WRIA 8 Salmon Recovery Council** shall have the authority
228 and mandate to establish and adopt the following:

229 4.2.1 By September 1 of each year, establish and approve an annual budget,
230 establishing the level of funding and total resource obligations of the parties
231 which are to be allocated on a proportional basis ~~based on~~according to the
232 average of the population, assessed valuation and area attributable to each party
233 to the Agreement, in accordance with the formula set forth in Exhibit A, which
234 formula shall be updated every third year by the **WRIA 8 Salmon Recovery**
235 **Council**, as more current data become available, and in accordance with
236 Sections ~~2.1 and 2.2~~. Individual partner jurisdiction cost shares may change
237 more frequently than every three years for jurisdictions involved in an annexation
238 that changes the area, population, and assessed value calculation for those
239 jurisdictions enough to change their cost share(s) according to the formula set
240 forth in Exhibit A. For parties that are not county or city governments, the level of
241 funding and resource obligation will be determined in negotiation communications
242 with the **Management Committee**, which will develop a recommendation for
243 review and approval by, the **WRIA 8 Salmon Recovery Council**.

244 4.2.2 Review and evaluate annually the duties to be assigned to the **Management**
245 **Committee** hereunder and the performance of the **Fiscal Agent** and **Service**
246 **Provider(s)** to this Agreement, and provide for whatever actions it deems
247 appropriate to ensure that quality services are efficiently, effectively and
248 responsibly delivered in the performance of the purposes of this Agreement. In
249 evaluating the performance of any **Service Provider(s)**, at least every three (3)
250 years, the **WRIA 8 Salmon Recovery Council** ~~shall~~may retain an outside
251 consultant to perform a professional assessment of the work and services so

DRAFT WRIA 8 ILA 2016-2025

November 13, 2014

252 provided. Evaluations of the **Service Provider(s)** shall occur in years 3, 6, and 9
253 of the Agreement, ~~which correspond to years 4, 7, and 10 of the WRIA 8 Plan~~
254 ~~Start-List timeline.~~

255 4.2.3 Oversee and administer the expenditure of budgeted funds and allocate the
256 utilization of resources contributed by each party or obtained from other sources
257 in accordance with an annual prioritized list of implementation and adaptive
258 management activities within the WRIA during each year of this Agreement.

259 4.3 The **WRIA 8 Salmon Recovery Council** through the primary **Service Provider** may
260 contract with similar watershed forum governing bodies or any other entities for any
261 lawful purpose related hereto, including specific functions and tasks which are initiated
262 and led by another party to this Agreement beyond the services provided by the primary
263 **Service Provider**. The parties may choose to create a separate legal or administrative
264 entity under applicable state law, including without limitation a nonprofit corporation or
265 general partnership, to accept private gifts, grants or financial contributions, or for any
266 other lawful purposes.

267 4.4 The party members of the **WRIA 8 Salmon Recovery Council** shall adopt other rules
268 and procedures that are consistent with its purposes as stated herein and are necessary
269 for its operation.

270 5. **VOTING.** The party members on the **WRIA 8 Salmon Recovery Council** shall make decisions;
271 approve scope of work, budget, priorities and any other actions necessary to carry out the
272 purposes of this Agreement as follows:

273 5.1 No action or binding decision will be taken by the **WRIA 8 Salmon Recovery Council**
274 without the presence of a quorum of active party members. A quorum exists if a majority
275 of the party members are present at the **WRIA 8 Salmon Recovery Council** meeting,
276 provided that positions left vacant on the **WRIA 8 Salmon Recovery Council** by parties
277 to this agreement shall not be included in calculating the quorum. In addition, positions
278 will be considered vacant on the third consecutive absence and shall not be included in
279 calculating a quorum until that time in which the party member is present. The voting
280 procedures provided for in 5.1.1 through 5.1.2 are conditioned upon there being a
281 quorum of the active party members present for any action or decision to be effective and
282 binding.

283 5.1.1 Decisions shall be made using a consensus model as much as possible. Each
284 party agrees to use its best efforts and exercise good faith in consensus
285 decision-making. Consensus may be reached by unanimous agreement of the
286 party members at the meeting, or by a majority recommendation agreed upon by

DRAFT WRIA 8 ILA 2016-2025

November 13, 2014

287 the active party members, with a minority report. Any party who does not accept
288 a majority decision may request weighted voting as set forth below.

289 5.1.2 In the event consensus cannot be achieved, as determined by rules and
290 procedures adopted by the *WRIA 8 Salmon Recovery Council*, the *WRIA 8*
291 *Salmon Recovery Council* shall take action on a dual-majority basis, as follows:

292 5.1.2.1 Each party, through its appointed representative, may cast its weighted
293 vote in connection with a proposed *WRIA 8 Salmon Recovery Council*
294 action.

295 5.1.2.2 The weighted vote of each party in relation to the weighted votes of each
296 of the other parties shall be determined by the percentage of the annual
297 contribution by each party set in accordance with Subsection 4.2.1 in the
298 year in which the vote is taken.

299 5.1.2.3 For any action subject to weighted voting to be deemed approved, an
300 affirmative vote must be cast by both a majority of the active party
301 members to this Agreement and by a majority of the weighted votes of
302 the active party members to this Agreement. No action shall be valid
303 and binding on the parties to this Agreement until it shall receive majority
304 of votes of both the total number of active party members to the
305 Agreement and of the active members representing a majority of the
306 annual budget contribution for the year in which the vote is taken. A vote
307 of abstention shall be recorded as a “no” vote.

308 5.2 The party members on the *WRIA 8 Salmon Recovery Council* may deem it appropriate
309 to appoint to the *WRIA 8 Salmon Recovery Council* non-party stakeholder
310 representatives and other persons who are appropriate for the implementation and
311 adaptive management of the *WRIA 8 Plan*.

312 5.2.1 Nomination of such non-party members may be made by any member of the
313 *WRIA 8 Salmon Recovery Council*. Appointment to the *WRIA 8 Salmon*
314 *Recovery Council* of such non-party members requires either consensus or dual
315 majority of party members as provided in Section 5.1.

316 5.2.2 The party members on the *WRIA 8 Salmon Recovery Council* may deem it
317 appropriate to allow non-party members to vote on particular *WRIA 8 Salmon*
318 *Recovery Council* decisions. The party members may determine which issues
319 are appropriate for non-party voting by either consensus or majority as provided
320 in Sections 5.1, except in the case where legislation requires non-party member
321 votes.

DRAFT WRIA 8 ILA 2016-2025

November 13, 2014

322 5.2.3 Decisions of the entire *WRIA 8 Salmon Recovery Council*, both party and non-
 323 party members, shall be made using a consensus model as much as possible.
 324 Voting of the entire *WRIA 8 Salmon Recovery Council* will be determined by
 325 consensus or majority as provided in Sections 5.1 and a majority of the non-party
 326 members.

327 6. **ADAPTIVE MANAGEMENT OF THE WRIA 8 CHINOOK SALMON CONSERVATION PLAN.**

328 The *WRIA 8 Plan* shall be implemented with an adaptive management approach. Such an
 329 approach anticipates updates and amendments to the *WRIA 8 Plan*. Such amendments to be
 330 effective and binding must comply with the following provisions:

331 6.1 The *WRIA 8 Salmon Recovery Council* shall act to approve or remand any *WRIA 8*
 332 *Plan* amendments prepared and recommended by the committees of the *WRIA 8*
 333 *Salmon Recovery Council* within ninety (90) days of receipt of the plan amendments,
 334 according to the voting procedures described in Section 5.

335 6.2 In the event that any amendments are not so approved, they shall be returned to the
 336 committees of the *WRIA 8 Salmon Recovery Council* for further consideration and
 337 amendment and thereafter returned to the *WRIA 8 Salmon Recovery Council* for
 338 decision.

339 6.3 After approval of the *WRIA 8 Plan* amendments by the *WRIA 8 Salmon Recovery*
 340 *Council*, the plan amendments shall be referred to the parties to this Agreement for
 341 ratification prior to the submission to any federal or state agency for further action.
 342 Ratification means an affirmative action, evidenced by a resolution, motion, or ordinance
 343 of the jurisdiction's legislative body, by at least nine (9) jurisdictions within WRIA 8
 344 representing at least seventy per cent (70%) of the total population of WRIA 8. Upon
 345 ratification, the *WRIA 8 Salmon Recovery Council* shall transmit the *updated WRIA 8*
 346 *Plan* to any state or federal agency as may be required for further action.

347 6.4 In the event that any state or federal agency to which the *WRIA 8 Plan* or amendments
 348 thereto are submitted shall remand the *WRIA 8 Plan* or amendments thereto for further
 349 consideration, the *WRIA 8 Salmon Recovery Council* shall conduct such further
 350 consideration and may refer the plan or amendments to the committees of the *WRIA 8*
 351 *Salmon Recovery Council* for recommendation on amendments thereto.

352 6.5 The parties agree that any amendments to the *WRIA 8 Plan* shall not be forwarded
 353 separately by any of them to any state or federal agency unless it has been approved
 354 and ratified as provided herein.

355 7. **OBLIGATIONS OF PARTIES; BUDGET; FISCAL AGENT; RULES.**

356 7.1 Each party shall be responsible for meeting its financial obligations hereunder as
 357 described in Sections 2.1 and 2.2, and established in the annual budget adopted by the

10

Final-DRAFT WRIA 8 ILA 2016-2025

November 13, 2014

DRAFT WRIA 8 ILA 2016-2025

November 13, 2014

358 **WRIA 8 Salmon Recovery Council** under this Agreement and described in Section
359 4.2.1.

360
361 The maximum funding responsibilities imposed upon the parties during the first year of
362 this Agreement shall not exceed the amounts set forth in Exhibit A, which shall be
363 updated every third year as described in Section 4.2.1, or as annexations result in
364 changes to the area, population, and assessed value calculation for those jurisdictions
365 enough to change their cost share(s) according to the formula set forth in Exhibit A.

366 7.2 No later than September 1 of each year of this Agreement, the **WRIA 8 Salmon**
367 **Recovery Council** shall adopt a budget, including its overhead and administrative costs,
368 for the following calendar year. The budget shall propose the level of funding and other
369 (e.g. staffing) responsibilities of the individual parties for the following calendar year and
370 shall propose the levels of funding and resources to be allocated to specific prioritized
371 implementation and adaptive management activities within the WRIA. The parties shall
372 thereafter take whatever separate legislative or other actions that may be necessary to
373 timely address such individual responsibilities under the proposed budget, and shall have
374 done so no later than December 1st of each such year.

375 7.3 Funds collected from the parties or other sources on behalf of the **WRIA 8 Salmon**
376 **Recovery Council** shall be maintained in a special fund by King County as **Fiscal Agent**
377 and as *ex officio* treasurer on behalf of the **WRIA 8 Salmon Recovery Council** pursuant
378 to rules and procedures established and agreed to by the **WRIA 8 Salmon Recovery**
379 **Council**. Such rules and procedures shall set out billing practices and collection
380 procedures and any other procedures as may be necessary to provide for its efficient
381 administration and operation. Any party to this Agreement may inspect and review all
382 records maintained in connection with such fund at any reasonable time.

383 8. **LATECOMERS**. A county or city government, or other public agencies, such as tribes, port
384 districts, etc.) in King or Snohomish County lying wholly or partially within the management area
385 of WRIA 8 and the Lake Washington-Cedar and Sammamish watershed basins and adjacent
386 Puget Sound drainages which has not become a party to this Agreement within twelve (12)
387 months of the effective date of this Agreement may become a party only with the written consent
388 of all the parties. The provisions of Section 5 otherwise governing decisions of the **WRIA 8**
389 **Salmon Recovery Council** shall not apply to Section 8. The parties and the county, or city, or
390 other public agency seeking to become a party shall jointly determine the terms and conditions
391 under which the county, or city, or other public agency may become a party. These terms and
392 conditions shall include payment by such county, or city, or other public agency to the **fiscal**
393 **agent on behalf of the** parties of the amount determined jointly by the parties and the county, or

DRAFT WRIA 8 ILA 2016-2025

November 13, 2014

394 | city, or other public agency to represent such county, ~~or~~ city, or other public agency's fair and
 395 | proportionate share of all costs associated with activities undertaken by the **WRIA 8 Salmon**
 396 | **Recovery Council** and the parties on its behalf as of the date the county, ~~or~~ city, or other public
 397 | agency becomes a party. Any county, ~~or~~ city, or other public agency that becomes a party
 398 | pursuant to this section shall thereby assume the general rights and responsibilities of all other
 399 | parties to this Agreement. After the inclusion of such entity as a party to this Agreement, the
 400 | formula for party contribution shall be adjusted for the following year to reflect the addition of this
 401 | new party.

402 | 9. **TERMINATION.** This Agreement may be terminated by any party, as to that party only, upon
 403 | sixty (60) days' written notice to the other parties. The terminating party shall remain fully
 404 | responsible for meeting all of its funding and other obligations through the end of the calendar
 405 | year in which such notice is given, together with any other costs that may have been incurred on
 406 | behalf of such terminating party up to the effective date of such termination. This Agreement may
 407 | be terminated at any time by the written agreement of all parties. It is expected that the makeup
 408 | of the parties to this Agreement may change from time to time. Regardless of any such changes,
 409 | the parties choosing not to exercise the right of termination shall each remain obligated to meet
 410 | their respective share of the obligations of the **WRIA 8 Salmon Recovery Council** as reflected in
 411 | the annual budget.

412 | 10. **HOLD HARMLESS AND INDEMNIFICATION.** To the extent permitted by state law, and for the
 413 | limited purposes set forth in this agreement, each party shall protect, defend, hold harmless and
 414 | indemnify the other parties, their officers, elected officials, agents and employees, while acting
 415 | within the scope of their employment as such, from and against any and all claims (including
 416 | demands, suits, penalties, liabilities, damages, costs, expenses, or losses of any kind or nature
 417 | whatsoever) arising out of or in any way resulting from such party's own negligent acts or
 418 | omissions related to such party's participation and obligations under this agreement. Each party
 419 | agrees that its obligations under this subsection extend to any claim, demand and/or cause of
 420 | action brought by or on behalf of any of its employees or agents. For this purpose, each party, by
 421 | mutual negotiation, hereby waives, with respect to the other parties only, any immunity that would
 422 | otherwise be available against such claims under the industrial insurance act provisions of Title
 423 | 51 RCW. The provisions of this subsection shall survive and continue to be applicable to parties
 424 | exercising the right of termination pursuant to Section 9.

425 | 11. **NO ASSUMPTION OF LIABILITY.** In no event do the parties to this Agreement intend to assume
 426 | any responsibility, risk or liability of any other party to this Agreement or otherwise with regard to
 427 | any party's duties, responsibilities or liabilities under the Endangered Species Act, or any other
 428 | act, statute or regulation of any local municipality or government, the State of Washington or the
 429 | United States.

12

Final-DRAFT WRIA 8 ILA 2016-2025

November 13, 2014

DRAFT WRIA 8 ILA 2016-2025

November 13, 2014

- 430 12. **VOLUNTARY AGREEMENT**. This is a voluntary agreement and it is acknowledged and agreed
- 431 that, in entering into this Agreement, no party is committing to adopt or implement any actions or
- 432 recommendations that may be contained in the *WRIA 8 Plan* pursuant to this Agreement.
- 433 13. **NO PRECLUSION OF ACTIVITIES OR PROJECTS**. Nothing herein shall preclude any one or
- 434 more of the parties to this Agreement from choosing or agreeing to fund or implement any work,
- 435 activities or projects associated with any of the purposes hereunder by separate agreement or
- 436 action, provided that any such decision or agreement shall not impose any funding, participation
- 437 or other obligation of any kind on any party to this Agreement which is not a party to such
- 438 decision or agreement.
- 439 14. **NO THIRD PARTY RIGHTS**. Nothing contained in this Agreement is intended to, nor shall it be
- 440 construed to, create any rights in any third party, including without limitation the non-party
- 441 members, NMFS, USFWS, any agency or department of the United States, or the State of
- 442 Washington, or to form the basis for any liability on the part of the *WRIA 8 Salmon Recovery*
- 443 *Council* or any of the parties, or their officers, elected officials, agents and employees, to any
- 444 third party.
- 445 15. **AMENDMENTS**. This Agreement may be amended, altered or clarified only by the unanimous
- 446 consent of the parties to this Agreement, represented by affirmative action by their legislative
- 447 bodies.
- 448 16. **COUNTERPARTS**. This Agreement may be executed in counterparts.
- 449 17. **APPROVAL BY PARTIES' GOVERNING BODIES**. The governing body of each party must
- 450 approve this Agreement before any representative of such party may sign this Agreement.
- 451 18. **FILING OF AGREEMENT**. This Agreement shall be filed by King County and Snohomish
- 452 County in accordance with the provisions of RCW 39.34.040 and .200 and with the terms of
- 453 Section 3 herein.

456 **IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the dates indicated below:

458 | Approved as to form: TOWN-OF-BEAUX-ARTS-VILLAGE CITY OF MILL CREEK

459

460 By: _____ By: _____

461

462 Title: _____ Title: _____

463

464 Date: _____ Date: _____

MILL CREEK CITY COUNCIL

AGENDA SUMMARY

Date on Council Agenda: February 3, 2015

Subject: **2015 PAVEMENT PRESERVATION PROGRAM (PPP) WORK PLAN**

Budget Impact: \$700,000 for CIP Project No. T-34 in adopted 2015 – 2016 budget

Contact Person/Department: Scott Smith, City Engineer

SUMMARY:

Since 2010, the City has been developing and updating the ongoing Pavement Preservation Program (PPP), CIP Project No. T-34. At the beginning of each year, staff presents the annual work program to the City Council for review and approval. A brief review of the concepts behind pavement preservation, in addition to some basic life cycle costs, will also be presented.

In 2015, City staff is proposing to try two new resurfacing techniques in our highest priority preservation locations, which are in the 2005 annexation area. In addition, Citywide crack sealing and asphalt repairs are needed, which could include a number of landscaped median sites. Following is a description of the major proposed work plan components, and the attached map shows the resurfacing trial areas.

- Bonded Wearing Course Trial – The roads in the Silver Crest / Silver Glen neighborhoods were planned for the next round of chip seal treatment in 2015. This is also the same area as the upcoming storm pipe repair project, which will be completed prior to any resurfacing.

However, staff is proposing a trial of a new surfacing material called Bonded Wearing Course (BWC) in this area instead. BWC is basically a hybrid between an overlay and a chip seal, and consists of a thin top coat layer (3/4" thick) that is "glued" to the surface. It is still federally classified as an "overlay" and would require ADA ramp upgrades, but the proposed trial streets do not have any existing non-compliant ramps.

BWC has not been used extensively in the Northwest, and this will be the first trial in Mill Creek. To share the risk and ensure proper construction inspection, the City is proposing to partner with Snohomish County for the BWC trial, which will be done as part of the County's annual overlay program. Other local agencies, such as Mukilteo and Marysville, are also participating in the BWC trial to help share the risk and keep prices low.

- 1/4" Chip Seal Trial – A trial of chip seal with smaller rock, 1/4" instead of 3/8", was discussed with Council last year, but material availability was an issue. The smaller size rock should have a better surface finish that is not as rough. A reduced scale trial is proposed in 2015 on some higher priority, scattered streets that are difficult to include with a larger project. These include the cul-de-sacs off 23rd Avenue SE, as well as the Wexford Court subdivision. The chip seal would be done with Snohomish County maintenance crews again, who continue to improve their methods and techniques for working in urban residential areas.

Agenda Summary
February 3, 2015
Page 2

- Citywide Crack Sealing – Crack sealing is one of the most cost-effective preservation techniques available, and prevents water from entering the pavement structure and subgrade. This work has been performed almost annually since 2010, and staff is proposing to continue using the Snohomish County maintenance crews for crack sealing again in 2015.
- Citywide Asphalt Repairs – Engineering staff maintains an ongoing list of asphalt repairs around the City. Currently there are approximately 50 repair sites identified, which is down from 200+ in previous years. However, there are also several landscaped medians with tree root damage that need to be addressed, specifically the east end of Highlands Boulevard, the entry medians at Heatherstone and Woodfern, and the three cul-de-sac islands in Parkside.

City staff will be working with the homeowner’s associations in the affected neighborhoods, as well as an arborist if needed, to determine the proper course of action for the median repairs. Some locations, like along Highlands Boulevard, will likely require complete removal and reconstruction. Other sites may be able to keep the existing landscaping with the installation of root barrier with new curbing.

Most of the design of the Citywide asphalt repair work will be done in-house, although some on-call consultant work is still needed, and will need to be contracted out rather than using Snohomish County crews. Bid documents should be finished in mid-spring with Council award of a construction contract in late May.

- 2016 Overlay Design Work – Mill Creek Road, which is the extension of 164th Street from SR 527 up to Village Green Drive, is programmed for a structural overlay in 2016. Federal law requires that all wheelchair ramps are upgraded to current ADA standards as part of any overlay project. The overlay work will likely be done with Snohomish County via an existing ILA, but the ADA ramp design work will need to begin in fall 2015. This design work will also be combined with a planned stormwater retrofit project on Mill Creek Road.

The City does not have the engineering staff resources to do this design work in-house, and will need to hire a consultant to prepare plans and bid documents. The cost of this consultant contract will likely exceed \$50,000, and will require Council approval at a later date.

The estimated cost of the proposed 2015 work plan is approximately \$700,000. Funding for all the proposed work is available in Fund 318, which has \$1,500,000 in the adopted 2015-2016 budget for the Pavement Preservation Program.

Also attached for your information is the latest version of the City’s long-term Pavement Preservation Plan, which is color coded by year. This does not cover every street in the City, only those with noted defects or 15+ years old. Please keep in mind this is a “living document” and can be easily changed. It should also be noted that the current goal of the PPP is to maintain the structural integrity of the roadway network. It does not address aesthetic issues.

Agenda Summary
February 3, 2015
Page 3

In general, the long term plan is to alternate focus every other year between structural overlays and surface preservation work. In addition, staff recommends continuing to test alternative preservation treatments to determine what works best for Mill Creek. If the preservation treatments are not acceptable, or unwarranted structural overlays are desired to address aesthetic issues, then the long-term \$10+ million funding need will increase dramatically.

STAFF RECOMMENDATION:

- Authorize staff to proceed with the proposed 2015 Pavement Preservation work plan

COUNCIL PROCESS/ACTION:

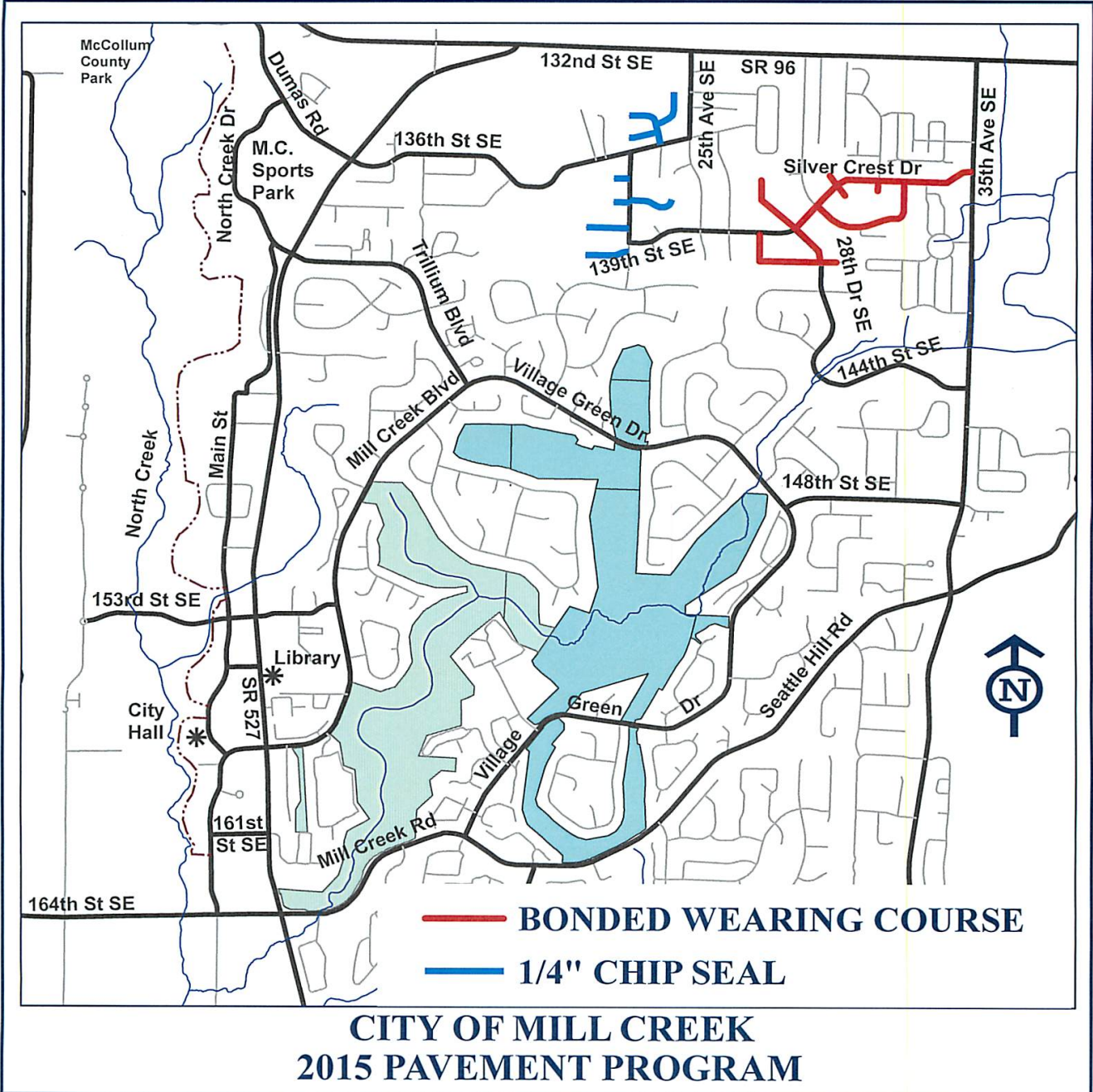
- Presentation by Scott Smith, City Engineer
- Council discussion
- Council vote to approve, deny or modify the recommendation

ATTACHMENTS:

- Map of proposed 2015 resurfacing areas
 - Current Pavement Preservation Plan
-

City Manager Approval: _____ Date: _____

G:\EXECUTIVE\WP\COUNCIL\SUMMARY\2015\Pavement Preservation Work Plan.docx



MILL CREEK CITY COUNCIL

AGENDA SUMMARY

Date on Council Agenda: February 3, 2015

Subject: **COMPREHENSIVE PLAN BASICS**

Budget Impact: None

Contact Person/Department: Tom Rogers, Director of Community Development

SUMMARY: With the appointment of a new councilmember and the ongoing State-mandated 2015 Comprehensive Plan update currently underway, the Council requested that staff present an introduction to the City of Mill Creek Comprehensive Plan and the update process.

To start the presentation, staff will be showing a brief video (approximately 11 minutes) produced by the Washington State Department of Commerce. The video is titled “Comprehensive Planning Basics” and is moderated by Joe Tovar, Principal with Tovar Consulting. Mr. Tovar was previously the Planning Director of the cities of Kirkland and Shoreline, and also was a member of the Puget Sound Region Growth Management Hearings Board. The video gives a brief history on the reason why the Growth Management Act (which requires a comprehensive plan) was adopted, the purpose of a comprehensive plan, the mandatory and optional elements or topics that must be addressed in a comprehensive plan, and methods to implement the plan.

Following the video, the features of the existing City Of Mill Creek Comprehensive Plan will be presented demonstrating how the City has met the State’s requirements for comprehensive plans and how the City has implemented its plan. Excerpts from the City’s Comprehensive Plan and the City’s Zoning Map are attached

Lastly, an update on the City’s ongoing 2015 Comprehensive Plan update will be presented. Attached is the most recent version of the Public Participation Plan. It includes information of how to participate in the update process and a tentative schedule of when the various elements or topics will be discussed and/or revisions will be presented. It should be noted that the City’s existing Comprehensive Plan and zoning designations/regulations can already accommodate the initial 2035 population and employment targets; thus, most of the update is just updating the text to describe current conditions. Exceptions are policies that will be proposed calling for a feasibility study to address how best to prepare for the future redevelopment of the City’s Community Business and Business Park properties, which potentially could redevelop over the next 10 to 20 years. Also, a change in land use designation, (from Low to Medium or High Density Residential) for a 1-acre lot adjacent to 35th Avenue Southeast has been proposed by the property owner. The property is located across the street from The Meadows neighborhood, just north of the Pacific Topsoils garden center.

Again, the presentation is intended as an introduction. Future discussions on the Comprehensive Plan and/or the update process can be scheduled as desired by the Council.

STAFF RECOMMENDATION:

- None at this time. Information only

Agenda Summary
February 3, 2015
Page 2

COUNCIL PROCESS/ACTION:

- Presentation including video by Tom Rogers, Director of Community Development
- Council discussion

ATTACHMENTS:

- Excerpts from City of Mill Creek Comprehensive Plan
- Zoning Map
- Public Participation Plan with review schedule

City Manager Approval: _____ Date: _____

G:\EXECUTIVE\WP\COUNCIL\SUMMARY\2015\Comprehensive Plan.docx

CITY OF MILL CREEK 2012 COMPREHENSIVE PLAN

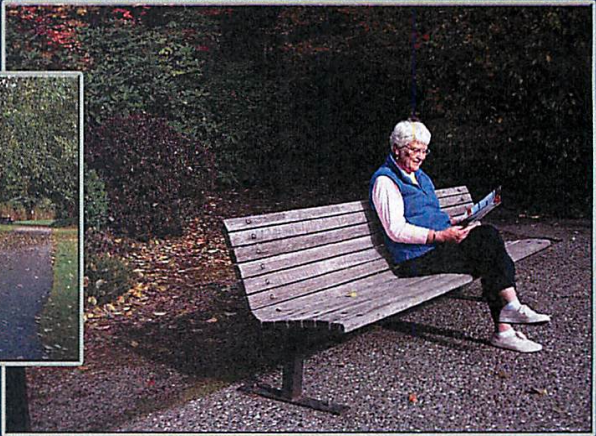
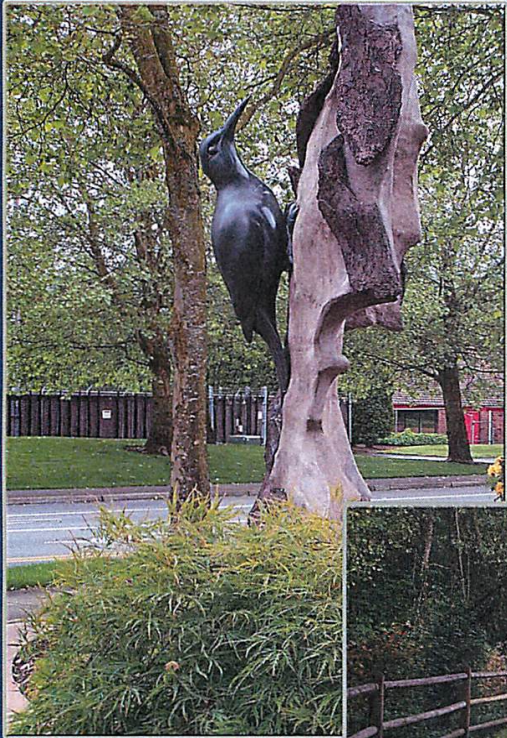
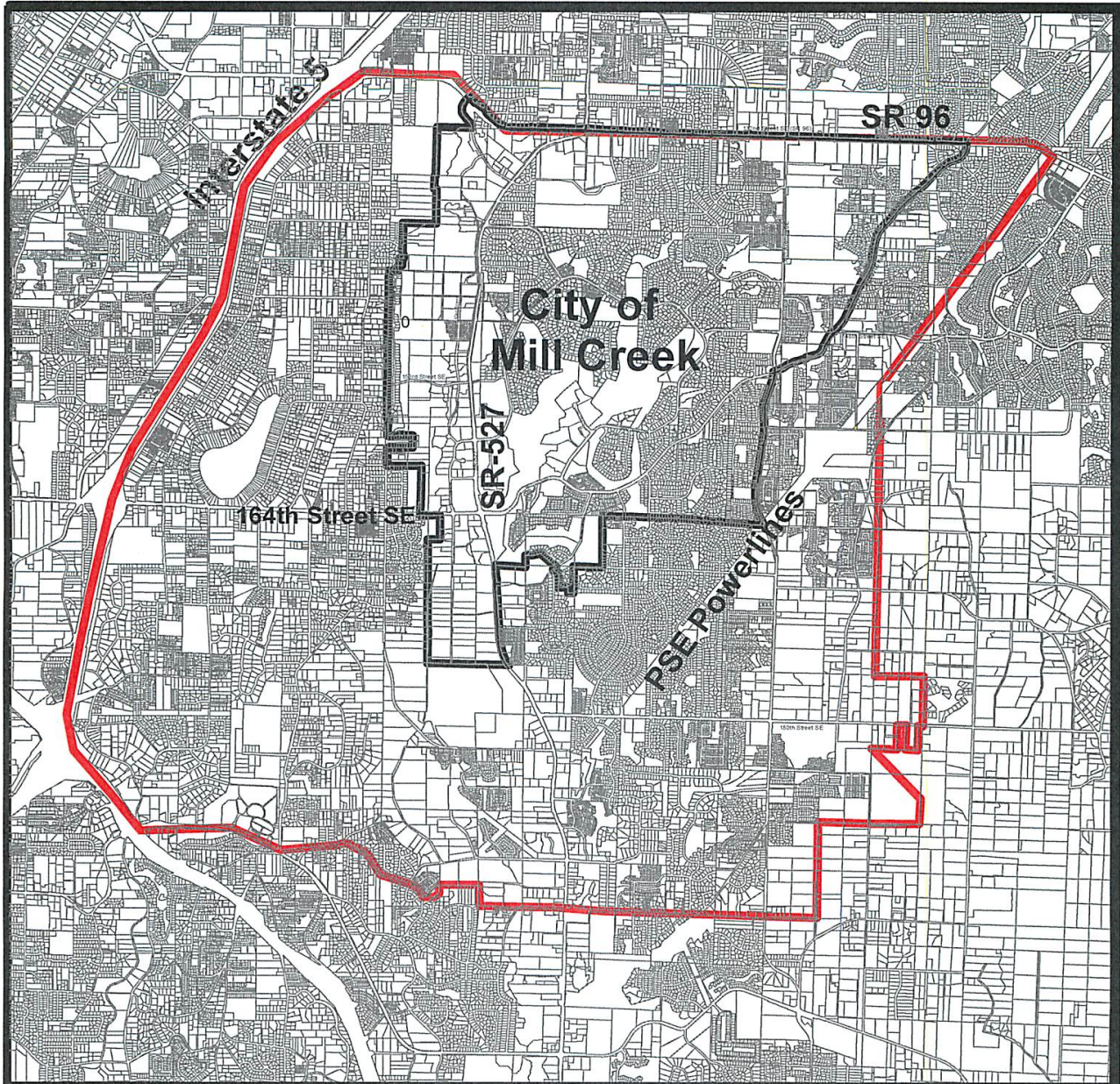


Table of Contents

Adoption Ordinance

- I. Introduction**
- II. Consistency with Countywide Planning Policies**
- III. History of the City of Mill Creek**
- IV. Goal Statements**
- V. Population and Employment**
- VI. Land Use Element**
- VII. Housing Element**
- VIII. Capital Facilities Plan Element**
- IX. Utilities Element**
- X. Transportation Element**
- XI. Streetscape Element**
- XII. Environmental Features Element**
- XIII. Parks and Open Space Element**
- XIV. Amendment Criteria**
- XV. Glossary**



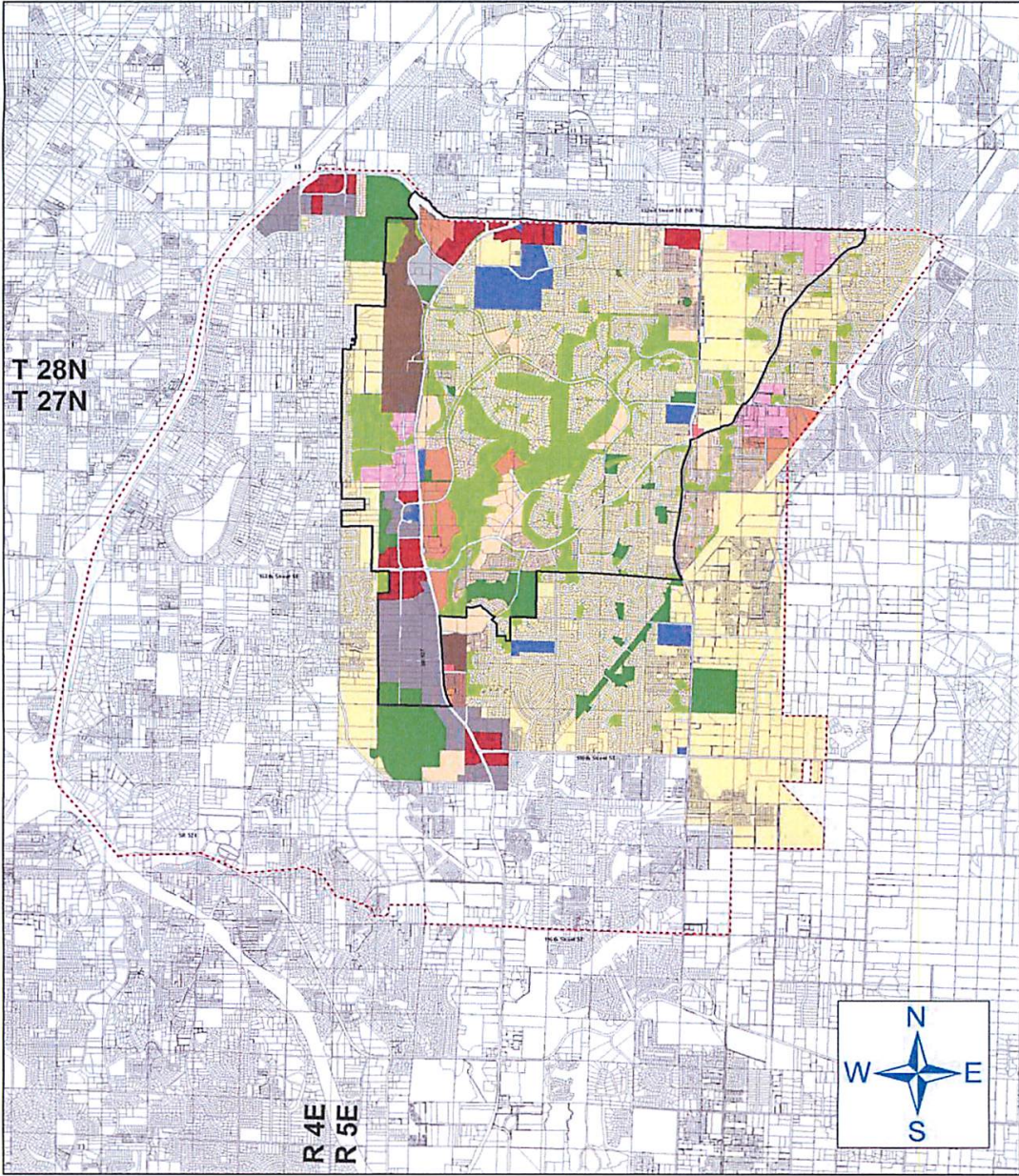
-  City Limits (4.68 SQ. Miles)
-  Municipal Urban Growth Area Boundary



Department of Community Development, City of Mill Creek City Hall
15728 Main Street, Mill Creek, WA 98012
Fax: 425.745.9650 - Phone: 425.745.1891
www.cityofmillcreek.com
Incorporated in 1983



Land Use Plan



Land Use Designations

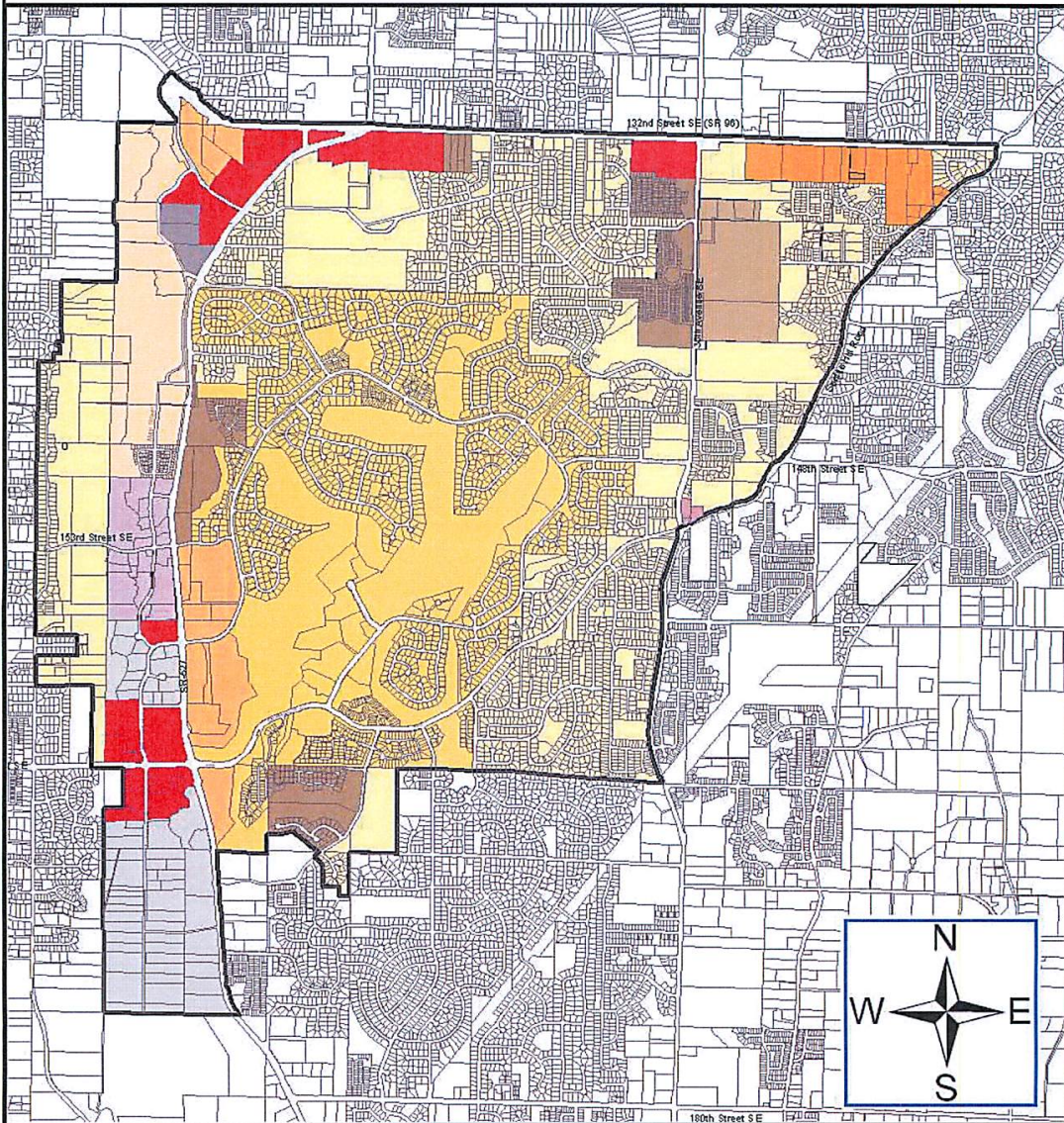
- Planned Neighborhood Park
- Unincorporated Parcels
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Mixed Use/High Density Residential
- Open Space - Private

- City Limits
- ⋯ Municipal Urban Growth Area Boundary
- Open Space - Public
- Community Business
- Neighborhood Business
- Town/Village Center
- Business Park
- Office Park
- Public & Quasi Public

Adopted June 28, 2011; Ordinance #2011-730
Effective July 8, 2011



Zoning Map



Legend

- City Limits
- Unincorporated Parcels
- LDR Low Density Residential
- PRD 7200 Planned Residential Development
- MDR Medium Density Residential
- HDR High Density Residential
- MU/HDR Mixed Use/High Density Residential
- PCB Planned Community Business
- CB Community Business
- NB Neighborhood Business
- BP Business Park
- OP Office Park
- EGUV East Gateway Urban Village

Ord. 2012-747
Effective 10-19-12

The City of Mill Creek Municipal Code
is available online at www.cityofmillcreek.com





Public Participation Plan



Mill Creek
Comprehensive Plan
and Implementing
Development
Regulations

INTRODUCTION

The City of Mill Creek Comprehensive Plan is a long-range planning document containing goals and policies, which are intended to be a guide concerning future land use, extensions of community services and facilities, parks and open space, designation of environmentally sensitive areas, and desirable urban design elements for the City. As the City of Mill Creek continues to grow and change, the City's Comprehensive Plan is intended to change and reflect the needs and vision of the community.

The City of Mill Creek encourages public participation in the development and amendment of the Comprehensive Plan and the development regulations that implement the Plan. The purpose of the Public Participation Plan is to provide procedures for:

- the broad dissemination of proposals and alternatives,
- opportunity for written comments,
- public meetings after effective notice,
- provision for open discussion,
- communication programs,
- information services,
- consideration of and response to public comments, and
- the dissemination of schedules whereby updates, proposed amendments, or revisions of the Comprehensive Plan are considered.

EARLY AND CONTINUOUS PUBLIC INVOLVEMENT

The City of Mill Creek is committed to encouraging early and continuous public involvement in the update of the Comprehensive Plan. Methods to encourage public involvement include: a dedicated webpage on the City's website, consistent and regular notification to interested parties throughout the process, a telephone survey, Planning Commission Work Sessions which are open to the public, Open House to solicit public comments, and a Public Hearing before the Planning Commission.

Revised 1/29/15

1 | Page

The City of Mill Creek website has a page designed to provide information on the Comprehensive Plan update, post the proposed amendments as they are presented to the Planning Commission, and invite and encourage public comments. The website also provides an opportunity for people to sign up under the Notify Me feature to receive email notifications when proposed amendments are added to the website and are available for review, as well as notification of upcoming Planning Commission and Council meetings where the proposed amendments will be discussed.

If approved in the 2015-2016 Biennial Budget, the City will hire a consultant to conduct a statistically valid telephone survey to help determine the level of community satisfaction with existing City services. The survey will be conducted early in 2015 so that the results can be incorporated in the Parks and Open Space Element.

The Planning Commission will serve as the primary working group and advisory body for the Plan update and will review and provide input on the proposed amendments in a series of Work Sessions before holding a Public Hearing. The Planning Commission meetings are held on the third Thursday of the month. These meetings are open to the public and provide an opportunity for public comment. Written and email comments received will also be provided to the Planning Commission for consideration.

An Open House will be conducted following the initial Planning Commission Work Sessions and prior to the issuance of a State Environmental Policy Act (SEPA) Threshold Determination for the proposed amendments. The invitation to the Open House will be distributed through all public notification avenues available to the City including flyers, press releases, posting at City Hall and the Mill Creek Library, the City's website, and email notification to established email lists.

A Public Hearing will be conducted by the Planning Commission to solicit public comments prior to forwarding a recommendation to the City Council.

PROCEDURES AND SCHEDULE FOR PUBLIC INVOLVEMENT

The schedule for the 2015 Comprehensive Plan update is as follows:

Planning Commission review of staff audit of recently updated Snohomish County Countywide Planning Policies (CPPs) and the Growth Management Act (GMA) to determine whether the City's Comprehensive Plan is currently consistent or will require amendments as a part of the 2015 update.	Planning Commission Works Sessions from April 2014 through July 2014
Presentation of the Work Program and Schedule for review of the proposed amendments to the Planning Commission.	October 16, 2014
Planning Commission review of proposed amendments to Goal Statements and the Population and Employment Chapter.	October 16, 2014
Planning Commission review of transportation issues, proposed amendments to the Environmental Features Element and the Streetscape Element.	November 20, 2014
Planning Commission review of land use issues and introduction of a citizen initiated amendment by Wilcox Group, LLC for property located east of 35th Avenue SE. Planning Commission review of proposed amendments to the Parks and Open Space Element	December 18, 2014
Planning Commission review of issues related to the Housing Element.	January 15, 2015
Planning Commission review of proposed amendments to the Utilities Element and the Housing Element	February 19, 2015
Parks and Open Space Element Open House	March 18, 19, or 25, 2015
Planning Commission review of proposed amendments to the Land Use Element and citizen initiated amendment by Wilcox Group, LLC for property located east of 35th Avenue SE.	April 16, 2015

Revised 1/29/15

Planning Commission review of proposed amendments to the Transportation Element and the Capital Facilities Element.	May 21, 2015
Public Open House to solicit comments on the proposed Comprehensive Plan amendments.	May 28, 2015
Notice of Intent to Adopt sent to the Department of Commerce.	May 29, 2015
Issue SEPA determination for proposed amendments – includes an opportunity for public comment.	May 29, 2015
Planning Commission Public Hearing.	June 18, 2015
City Council consideration and action.	July 2015

BROAD AND EFFECTIVE NOTICING

The public participation requirements of the Revised Code of Washington (RCW) and the Washington Administrative Code (WAC) include notice procedures that are reasonably calculated to provide notice to property owners and other affected and interested individuals of proposed amendments to the Comprehensive Plan and development regulation. Examples of notice provisions include:

- (a) Posting notice at City Hall and the Mill Creek Library;
- (b) Posting the property for site-specific proposals;
- (c) Mailing notice to surrounding property owners for site-specific proposals;
- (d) Publishing a notice in the Everett Herald, the City’s designated newspaper of general circulation;
- (e) Notifying public or private groups with known interest in a certain proposal or in the type of proposal being considered;
- (f) Press release notifying local papers/publications such as the Everett Herald, Mill Creek Beacon, Mill Creek Living and Mill Creek View, and

Revised 1/29/15

online news blogs such as Do Tell Mill Creek and News of Mill Creek;
and

- (g) Sending notice to agency mailing lists, including general lists or lists for specific proposals or subject areas.

STAFF CONTACT INFORMATION:

Tom Rogers, AICP Community Development Director (425) 921-5721 tom@cityofmillcreek.com	Christi Amrine, AICP Senior Planner (425) 921-5738 christi@cityofmillcreek.com
Camille Chriest, AICP Senior Planner (425) 921-5726 camillec@cityofmillcreek.com	Sherrie Ringstad Planning Specialist (425) 921-5717 sherrie@cityofmillcreek.com

G:\PLANNING\wp\Comprehensive Plan 2015 Update\Public Participation Plan 1 - revised 1_29_15.docx

MILL CREEK CITY COUNCIL
AGENDA SUMMARY

Date on Council Agenda: February 3, 2015

Subject: **RESOLUTION APPOINTING THE CITY CLERK TO RECEIVE CLAIM FOR DAMAGES**

Budget Impact: None

Contact Person/Department: Shane Moloney, City Attorney

SUMMARY/BACKGROUND:

State law requires that anyone who wishes to file a lawsuit against the City to recover damages for alleged tortious (e.g. negligent) conduct must first file a claim for damages with the City. The claim for damages does not initiate a lawsuit. Instead, it allows the City 60 days to investigate the claims and determine whether to resolve the claims prior to a lawsuit being filed. If a person files a lawsuit against the City for alleged tortious conduct without first filing a claim for damages, the City can move to dismiss for failure to comply with the filing requirement.

However, for the City to rely upon pre-litigation filing requirement, the Council must appoint a designated agent to receive claims for damages and record such appointment with the County Auditor. A proposed resolution is attached that would formally appoint the City Clerk as the designated agent to receive claims for damages.

STAFF RECOMMENDATION:

- Move to adopt proposed Resolution appointing the City Clerk to receive claims for damages made pursuant to RCW 4.96.020

COUNCIL PROCESS/ACTION:

- Approve through consent agenda, or remove from consent agenda to ask City Attorney questions and then move and vote to adopt the proposed resolution

ATTACHMENTS:

- Proposed Resolution appointing the City Clerk to receive claims for damages made pursuant to RCW 4.96.020

City Manager Approval: _____ Date: _____

RESOLUTION NO. 2015- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILL CREEK, WASHINGTON, APPOINTING AN AGENT OF THE CITY TO RECEIVE CLAIMS FOR DAMAGES MADE PURSUANT TO RCW 4.96.020

WHEREAS, RCW 4.96.020 requires each local government entity to appoint an agent to receive any claim for damages made under chapter 4.96 RCW; and

WHEREAS, the City of Mill Creek desires to appoint its City Clerk as the designated agent for service of claims for damages.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MILL CREEK, WASHINGTON, THAT:

Section 1. The City Clerk is hereby designated as the agent to receive any claim for damages made under Chapter 4.96 RCW.

Section 2. The City Clerk, or designee, may be reached during normal business hours of the City on Monday through Friday at Mill Creek City Hall, located at 15728 Main Street, Mill Creek, Washington.

Section 3. In the event the City Clerk is not available during normal business hours, the City Clerk's designee is appointed as the agent to receive claims for damages.

Section 4. All claims for damages against the City made pursuant to RCW 4.96 shall be presented to said agent within the applicable period of limitations within which an action must be commenced. Said claims shall not be effective unless delivered to the agent or designee specified in this Resolution.

Section 5. The City Clerk is authorized to make a City specific claim form available in addition to the state's standard tort claim form required by RCW 4.96.020. If a City form is used, such form shall be approved by the City Attorney.

Section 6. The City Clerk is hereby directed to record a copy of this Resolution with the Snohomish County Auditor.

Adopted this 3rd day of February, 2015, by a vote of ___ for, ___ against, and ___ abstaining.

APPROVED:

PAM PRUITT, MAYOR

ATTEST/AUTHENTICATED:

KELLY CHELIN, CITY CLERK

APPROVED AS TO FORM:

SHANE MOLONEY, CITY ATTORNEY

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.: 2015-

\\mc007\data\EXECUTIVE\WP\Resolutions\2015\Appointing Agent to Receive Claims for Damages.doc



**CITY OF MILL CREEK
DESIGN REVIEW BOARD MEETING MINUTES
December 18, 2014**

Approved January 15, 2015

Members:

Dave Gunter, Chair
Beverly Tiedje, Vice Chair
Michele Deron
David Hambelton
Tina Hastings

Community Development Staff:
Christi Amrine, Senior Planner
Camille Chriest, Senior Planner
Sherrie Ringstad, Planning Specialist

I. CALL TO ORDER:

Chair Gunter called the meeting to order at 5:15 p.m.

II. ROLL CALL:

All members were present except as noted above.

III. MINUTES:

A. Minutes of September 18, 2014

MOTION: Vice Chair Tiedje moved, seconded by Member Hastings, to approve the September 18, 2014 minutes as presented. The motion was approved unanimously.

IV. NEW BUSINESS:

A. DRB 14-12-469 Crestview Village Landscaping

Senior Planner Camille Chriest noted that the project before the Board for review is the landscaping and street tree plan for Crestview Village. Ms. Chriest presented a brief background on the 25-lot plat and noted there is a 50-foot wide roadway buffer and two

Design Review Board Meeting Minutes
December 18, 2014
Page 2

open space tracts as well as street trees that will be provided along the interior roadway. The purpose of the review is to ensure consistency with the design standards in the Code. She displayed an aerial map depicting the location and noted that the site is adjacent to the Silver Lake Water District property. Ms. Chriest reviewed the design guidelines including providing unity of design, landscape materials should be hardy and drought tolerant and the use of native plants is strongly encouraged.

Ms. Chriest noted that the applicant is proposing Pacific Sunset Maple as the street tree. The Code requires the spacing to be 20-30 feet on center; however, with the locations of driveways and possible locations of utilities there are minimal locations for street trees and as shown right now they do not meet the spacing requirements. Staff will work the developer in the field to locate as many street trees as possible to create a better canopy that is more consistent with the required spacing. She noted this is Condition of Approval No. 2. Vice Chair Hastings noted that ADA ramps are not shown on the plan but they will also affect the spacing on the tree spacing.

Ms. Chriest stated that there are above ground power lines along 132nd Street SE and the trees that are currently proposed in the roadway buffer have a mature height that would interfere with the power lines, so staff has proposed a Condition of Approval (No. 3) that recommends another tree species with a shorter mature height. Staff will work with the applicant to come up with a more appropriate alternative.

Member Hambelton stated the Tanyosho would be the shortest of the tree species recommended. Bruce Lane, the Landscape Architect, said that he might have another suggestion for a replacement tree that has a more formal appearance.

Ms. Chriest concluded her comments by stating that staff finds the project to be consistent with the design guidelines in the Code as conditioned in the staff report and is recommending approval.

MOTION: Member Hambelton moved, seconded by Vice Chair Tiedje, to approve the landscaping for the Crestview Village Preliminary Plat as conditioned in the staff report. The motion was approved unanimously.

V. ADJOURNMENT:

Chair Gunter adjourned the meeting with the consensus of the Board at 5:32 p.m.

Submitted by:

Sherrie Ringstad, Planning Specialist

Design Review Board Meeting Minutes
December 18, 2014
Page 3

G:\EXECUTIVE\WP\BOARDS\Design Review Board\MINUTES\2014\December 18.docx

**CITY OF MILL CREEK
PLANNING COMMISSION MEETING MINUTES
December 18, 2014**

Approved January 15, 2015

I. CALL TO ORDER:

Vice Chair Nolan called the meeting to order at 7:01 p.m.

II. ROLL CALL:

Chair Stan Eisner (absent)	Staff:
Vice Chair Matthew Nolan	Tom Rogers, Director of Community Development
Commissioner Stephen Anderson	Camille Chriest, Senior Planner
Commissioner Ed McNichol (7:10 p.m.)	Christi Amrine, Senior Planner
Commissioner Jared Mead	Sherrie Ringstad, Planning Specialist
Commissioner Mark Oostra (absent)	
Commissioner Dennis Teschlog	

III. APPROVAL OF MINUTES

Planning Commission Meeting of November 20, 2014

MOTION: Commissioner Anderson moved, seconded by Commissioner Teschlog, to approve the November 20, 2014 minutes as presented. The motion was approved unanimously.

IV. WORK SESSION

Proposed Code Amendments

Director of Community Development Rogers noted that at the last meeting the Commission reviewed proposed Code Amendments that would allow digital readerboard signs for institutional uses. He explained that the request for the Code amendment was made to staff by the school district. During the Commission discussion, it was suggested that if readerboard signs are allowed, they should be allowed for all uses. He noted that the City Attorney agrees that restricting signs based on content is usually not permitted. However, Mr. Rogers stated that depending on the Commission's direction, staff could prepare amendments that would allow readerboards for all uses based on other criteria.

Commissioner Teschlog asked if the City could exclude readerboard signs from certain zones. Community Development Director Rogers responded that you could allow readerboard signs in certain zone districts but you would have to have a compelling reason to do it that way.

Commissioner Anderson stated that he would vote against allowing readerboards because he feels they are inconsistent with Mill Creek as a city and they are not the best way to communicate given the availability of email and social media.

Commissioner Mead stated that he was in favor of allowing readerboard signs for schools or churches but said that he understands that it would be hard to limit them to institutional uses only; although, he personally does not have a huge issue with businesses also having readerboard signs.

Planning Commission Minutes
December 18, 2014
Page 2

Vice Chair Nolan asked if it was worth the work to prepare these amendments if there isn't a compelling push to do it. He suggested that it might be better to hold off and wait to see where technology goes or to see how other jurisdictions address the issue.

Community Development Director Rogers stated that in February the Council will be discussing Economic Development and this may fit in with that topic. He suggested that the Commission could wait until Council talks about it and see if there is direction from the Council to prepare amendments allowing readerboards.

Commissioner McNichol agreed that waiting may be the best option. Vice Chair Nolan said that he is hearing consensus among the Commission to delay this issue.

Comprehensive Plan Amendments – Parks and Open Space Element

Planning Specialist Sherrie Ringstad stated that the purpose of the Parks and Open Space Element is to provide goals and policies that guide the acquisition and development of parks and recreation programming in the City. She noted that there are a number of housekeeping edits but the discussion would be focused on the more substantive amendments.

Commissioner McNichol said that he noted many of the out of date references had been removed but one was missed in Policy 4.01 on Page 25. This policy calls out that the Sports Park was completed in 2004, which isn't necessary.

Ms. Ringstad noted that the proposed amendments were presented to the Parks and Recreation Board for their input and for the most part they agreed with the proposed amendments; although, some additional edits were made based on input from the Board.

Neighborhood Park Description:

Planning Specialist Ringstad explained that the current description of neighborhood parks describes a neighborhood park as ranging in size from 3 to 5 acres. An amendment is proposed that would change this description to "ranging in size from 1 to 5 acres." Given that almost 50% of the City's neighborhood parks are between 1 and 1 ¼ acres in size, this makes the description more accurate. The Commission concurred with the proposed amendment.

Using Regional Parks in Community Parks Analysis:

Ms. Ringstad explained that the Parks and Open Space Element has a Level of Service Guideline for Community Parks, which is used to assess whether the City is meeting the resident's need for Community Parks. She stated that because locational criteria and amenities provided are virtually the same for Regional Parks and Community Parks, an amendment is proposed that would consider a portion of the Regional Parks in the MUGA, when calculating whether the City was meeting the residents' need for Community Parks.

Vice Chair Nolan agreed with the concept but expressed a concern about giving less credit to North Creek Park because it is primarily a passive use. He feels a higher percentage should be used because both active and passive uses bring value to the community.

Planning Commission Minutes
December 18, 2014
Page 3

Ms. Ringstad noted that the Park Board also discussed the percentage being used and had similar concerns. She stated that if the Commission desired, an increased percentage could be proposed. The analysis currently shows a deficit of 204 acres of Community Parks for the projected 2035 population. Including a large percentage of Regional Parks in the Community Park analysis would still show a deficit.

Commissioner Mead asked what would be the benefit of lowering the deficit. Ms. Ringstad responded that the purpose would be to more accurately reflect how the City's was meeting the need for Community Parks. She noted that the deficit would still be large enough that on a grant application the City would score the maximum points for need.

Commissioner McNichol agreed with Vice Chair Nolan that active and passive uses should be considered equally. However, there needs to be something to back up the percentage of Regional Parks being used. Right now it seems somewhat arbitrary. It was the consensus of the Commission that a specific set of criteria should be used to determine the percentage and the following criteria were suggested:

- location,
- amenities offered,
- area served
- likelihood of potential annexation,
- need of residents (as reflected in surveys and comments), and
- actual usage.

Planning Specialist Ringstad stated that amendments will be made based on the Commission's direction and brought back for additional review. It makes sense to bring these edits back to the Commission following the completion of the online survey so this information can also be included.

Public Participation:

Ms. Ringstad stated that this section is not yet complete. Additional amendments will be proposed following the online survey. She suggested that the Commission may want to consider holding an open house focused on the Parks and Open Space Element and staff was looking for ideas on other ways to get public participation. Community Development Director Rogers reminded the Commission that the online survey will not be statistically valid. Commissioner Teschlog suggested that the City post signs at the parks and other public places with a QR code that would link to the survey, encouraging the public to provide their feedback.

Proposed Facilities, Neighborhood Park:

Planning Specialist Ringstad explained that neighborhood parks are intended to serve an area within a ½ mile walking radius. With that in mind, there is only one area in the City that is not adequately served by neighborhood parks, which is the area west of SR 527 where there are no neighborhood parks; although, Mill Creek Sports Park does provide some neighborhood park amenities such as a tot lot and picnic tables. In the existing Comprehensive Plan, there is a neighborhood park identified under proposed facilities, identified as "SR 527 Subarea (in conjunction with the expansion of the Mill Creek Sports Park)." Ms. Ringstad stated that the

Planning Commission Minutes
December 18, 2014
Page 4

Parks and Recreation Board had a concern that requiring a neighborhood park component in the expansion of the Sports Park would limit the potential of the property to be developed with active play fields. The proposed amendment addresses the Park Board's concern by stating that the need for a neighborhood park in this area could be accomplished either in conjunction with the expansion of the Sports Park or by identifying a separate site for a Neighborhood Park in the area west of SR 527.

Commissioner McNichol asked if it would be feasible to use the City-owned property west of North Creek Drive (Cook Property) for a neighborhood park. Community Development Director Rogers stated that it would require reasonable use and mitigation, but it may be possible. Commissioner Teschlog asked if a neighborhood park could be included if the Boys and Girls Club goes forward with plans for development on the ten acres north of the Sports Park. Staff agreed it would be possible if the Boys and Girls Club decides to go forward with a project.

Proposed Facilities, Community Parks:

Ms. Ringstad stated that the possible partnership with the Everett School District to develop facilities for organized sports was added under proposed community park facilities. Several Commissioners suggested that the Plan should elaborate more on the need for sports fields in the City. Staff concurred and suggested that the appropriate place would be the section discussing needs, which can be amended once the City has obtained input from the online survey and the open house. Input from past surveys and from the user groups has shown a definitive need for sports fields and it is likely that it will again be expressed during the current public participation effort.

Land Use Memo

Community Development Director Rogers stated that the Land Use Element directly impacts the form of City. The existing Comprehensive Plan Land Use and Zoning designations can accommodate targets that have been assigned for both population and employment. Therefore, amendments primarily deal with redevelopment. Because the existing housing stock is relatively new, well valued, and in good condition, redevelopment is likely going to be limited to commercial development.

Mr. Rogers stated that the memo included in the packet identified audit issues and potential amendments for consideration and highlighted several requiring input and discussion by the Commission as follows:

Consider revising CB zone district to allow mixed uses upon redevelopment:

Community Development Director Rogers stated that many of the City's existing commercial areas are older and showing their age and could be ripe for redevelopment during the next 20 years. He noted that if the City does not make any changes, redevelopment will give us exactly what we have now, such as surface parking and one story buildings. The Economic Development Committee discussed potential options for the Community Business zone district that could stimulate economic development. One recommendation is to allow mixed use, and staff is suggesting a policy recommending a feasibility study.

Planning Commission Minutes
December 18, 2014
Page 5

Mr. Rogers added that another area to consider is between the Town Center and 164th Street. The idea is to take the Town Center concept and run it down Mill Creek Boulevard, which could include both residential and mixed-uses. Staff's suggestion is to include a policy recommending a feasibility study, which, of course, would have to be included in the budget.

Vice Chair Nolan noted that many people might have a concern that mixed-use could become all apartments. Community Development Director Rogers said that could be controlled by having requirements for public amenities, structured parking, and ground floor commercial. Property values may not justify the investment of redevelopment yet, but this would be planting the seed for the future.

Property-Owner Initiated Request

Senior Planner Camille Chriest stated that a proposal was submitted for this Comprehensive Plan update by a private property owner. She explained that the property is located along 35th Avenue just south of 132nd Street. The request is to change the zoning density from Low Density Residential to High Density Residential (HDR). The applicant has indicated they might be okay with Medium Density Residential (MDR). Ms. Chriest noted that conceptual ideas of what it might look like were included in the packet. Community Development Director Rogers added that the property across 35th Avenue to the West is MDR, North Pointe is MDR, and the property to the south and east of 35th (PTI site) is MDR.

Commissioner McNichol stated that The Meadows subdivision, which was built in Snohomish County and is directly across the street, is out of touch with the rest of the City. In his opinion, what the applicant might be proposing could be similar.

Vice Chair Nolan added that the property is basically surrounded by wetland and open space and given that the City does not need the density to meet our Comprehensive Plan goals, he would not be supportive of the high densities they are asking for.

Community Development Director Rogers said that the property meets the locational criteria for MDR, it is surrounded by MDR development and is on a busy road, which may not be desirable for Low Density Residential (LDR).

A majority of the Commissioners stated that they could possibly support MDR but not HDR. Commissioner Anderson added that there is a need for affordable housing in the City and MDR zoning could allow townhome development, which is typically less expensive.

Community Development Director Rogers noted that the Commission should not make a decision at this time; staff is just looking for initial feedback.

Community Development Director Rogers continued with the substantive issues addressed in the memo as follows:

Assign zoning designations in the MUGA area: Mr. Rogers said that while establishing zoning for the MUGA is a good idea, there will not be time during this update.

Planning Commission Minutes
December 18, 2014
Page 6

Consider policy to encourage reconciliation of Mill Creek/Lynnwood MUGA boundary:

Mr. Rogers stated that the only way to address the MUGA overlap with the City of Lynnwood is to move the City's boundary to the east. He stated there is no advantage to doing that, so we could consider adding a discussion stating that where MUGA overlap exists, and an agreement cannot be reconciled with adjacent jurisdiction, annexation processes in state law will guide City boundary decisions.

Add policy relative to working with the County on urban design standards and joint review of projects: Mr. Rogers stated that in the past the County was not interested in working on separate urban design standards for specific MUGAs, but a policy would give the City a basis to make comments and request revisions.

Consider a policy encouraging urban food production practices, distribution, and marketing such as community gardens and farmers markets: Mr. Rogers said that this has been a community desire in the past and could be realized if the funding and appropriate property were available.

EGUV issues: Mr. Rogers noted that an email regarding the EGUV design standards, which was copied to the City Council, has also been provided to the Planning Commission. Essentially, one of the property owners would like to develop something that is more consistent with the Community Business zone district. This would require a Code change and Comprehensive Plan amendments. He stated that staff did take the request to Council during their February retreat to get direction, and Council said that they wanted to stick with the design standards and be patient waiting for appropriate development.

Commissioner McNichol said that he believes the Commission's role is to pursue the direction City Council sets. He would like to know if they are placing a premium on revenue or the look and feel of the City. Mr. Rogers stated that staff has received clear direction from Council and that they are interested in both generating property tax and the look and feel of the City.

Boundary issue: Community Development Director Rogers said that staff is considering proposing a revision to the EGUV boundary to exclude the three single-family lots in the Irish Woodlands subdivision. He believes the reason they were originally included was to match the alignment of a road east of Seattle Hill Road, which is no longer an issue.

V. FOR THE GOOD OF THE ORDER

Community Development Director Rogers stated that the next meeting is scheduled for January 15, 2015, and staff is hoping to have the Housing Element ready for the Commission to review.

VI. ADJOURNMENT

MOTION: Commissioner McNichol moved, seconded by Commissioner Anderson, to adjourn the meeting at 8:30 p.m. The motion was approved unanimously.

Planning Commission Minutes
December 18, 2014
Page 7

Submitted by:

Sherrie Ringstad, Planning Specialist