Appendix A. – Definition of Terms

Appraisal.
1) An estimate and opinion of value. 2) Usually a written statement of the market value, or value as defined by the appraiser, of an adequately described parcel of property as of a specific date. A conclusion that results from an analysis of facts. 3) A written statement independently and impartially prepared by a qualified appraiser setting forth an opinion of defined fair market value of an adequately described property as of a specific date, supported by the presentation and analysis of relevant market information.

Acquisition Price.
The price, based upon appraised fair market value, paid to acquire real property for the Project.

Appraised Fair Market Value.
The value arrived at using appraisal and review appraisal value. This value may be given as a range of values, with no more than a 10% variation from the higher end of the range.

Business.
Any lawful activity that is conducted:

a. Primarily for the purchase, sale, lease, and/or rental of personal and/or real property, and/or for the manufacture, processing, and/or marketing of products, commodities, and/or any other personal property; or

b. Primarily for the sale of services to the public; or

c. Solely for the purpose of Section 8.1, conducted primarily for outdoor advertising display purposes, when the display must be moved as a result of the project; or

d. By a nonprofit organization that has established its nonprofit status under applicable federal or state law.

Comparable Replacement Dwelling.
A dwelling that meets the additional rules in Section 5.4.3 and which:

a. Is decent, safe, and sanitary according to the definition provided below.

b. Is functionally equivalent to the displacement dwelling with particular attention to the number of rooms and living space. This means that the replacement dwelling should perform the same function, provide the same utility, and is capable of contributing to a comparable style of living. A comparable replacement dwelling need not possess every feature of the displacement dwelling, but the principal features must be present. Functional equivalency generally is an objective standard, reflecting the range of purposes for which the various features of a dwelling may be used. However, in determining functional equivalency, the City may consider reasonable tradeoffs for specific features when the replacement unit is equal to or better than the displacement dwelling.

c. Is adequate in size to accommodate the occupants.

d. Is located in an area that is not subject to unreasonable adverse environmental conditions, is not generally less desirable than the location of the displaced person's dwelling with respect to public utilities and commercial and public facilities, and is reasonably accessible to the person's place of employment. Comparables may be used from neighborhoods similar to that of the acquired dwelling.

e. Has a site that is typical in size for residential development with normal site improvements, including customary landscaping. The replacement site need not include either a special improvement or a major exterior attribute of the displacement site in accordance with Section 5.4.3.a, paragraph 2.

f. Is currently available to the displaced person on the private market. However, a comparable replacement dwelling for a person receiving government housing assistance before displacement may reflect similar government housing assistance.

g. Is priced within the financial means of the displaced person.

(1) For a one hundred eighty-day owner-occupant described at Section 5.4.1.a, a comparable dwelling is considered to be within the displacee's financial means if the owner will receive the full price differential as described in Section 5.4.1.a (3), all increased mortgage interest costs as described in Section 5.4.1.a (4), and all incidental expenses as described in Section 5.4.1.a (6) , plus any additional amount required to be paid.

(2) For a ninety-day tenant-occupant described at Section 5.4.2.a, a comparable dwelling is considered to be within the displacee's financial means if after application of the rental assistance payment, described in said section, the displacee's portion of the monthly rent plus utilities do not exceed person's base monthly rental for the displacement dwelling as described in 5.4.2.a (2) (b).

(3) For a displaced person who is not eligible to receive a replacement housing payment under Section 5.4.2.a due to failure to meet the length of occupancy requirements, comparable housing is considered to be within the displacee's financial means if the City pays that portion of the monthly housing costs that would exceed thirty percent of the displacee's monthly income for forty-two months or, if receiving a welfare assistance payment from a program that designates amounts for shelter and utilities.

Condemnation

1) The process by which property is acquired for highway purposes through legal proceedings under the power of eminent domain. 2) The act of a federal, state, county, or city government or district or public utility corporation vested with the right of eminent domain to take private property for public use when a public necessity exists. It is the act of a sovereign in substituting itself in the place of the owner and/or the act of taking all or part of the rights of the owner. 3) The term condemnation denotes the acquisition of property by the exercise of the right or power of eminent domain. Pursuant to this right or power, the sovereign, whether it is the federal or state government, or an

agency to whom there has been delegated this right or owner, may, upon payment of just compensation, acquire property for the benefit of the public.

Condemnation, inverse
The legal process by which a property owner may claim and receive compensation for the taking of, or payment for damages to, his property as a result of a highway improvement.

Contribute Materially.
During the two taxable years before the taxable year in which displacement occurs, or during such other period as the City determines to be more equitable, a business:

a. Had average annual gross receipts of at least five thousand dollars ($5,000); or

b. Had average annual net earnings of at least one thousand dollars ($1,000); or

c. Contributed at least thirty-three and one-third percent (33 1/3 %) of the owner's or operator's average annual gross income from all sources.

d. If the application of the above criteria creates an inequity or hardship in a given case, the City may approve the use of other criteria as determined appropriate.

Cost to Cure
The cost to correct damages as the result of an acquisition. This can relate to parking issues or building type improvements.

Damages
In eminent domain, the loss in value to the remainder in a partial taking of a property. Generally, the difference between the value of the whole property before the taking and the value of the remainder after the taking is the measure of the value of the part taken and the damages to the remainder. There are recognized two types of damages: consequential and severance.

Damages, consequential
A damage to property arising as a consequence of a taking and/or construction on other lands. In many states the owner may be compensated for damage as a consequence of a change in grade of a street which adversely affects ingress to and egress from the affected property. The owner may not be compensated for damage to business, frustration, and loss of good will which result as a consequence of a taking or construction by the government.

Damages, severance
Loss in value of the remainder of a parcel resulting from an acquisition. Sometimes called indirect damages.

Damages to remainder
Loss in value of the remainder of a parcel resulting from acquisition of a part of the property over and above any special benefits arising from the Project.

Decent, Safe, and Sanitary (DSS) Dwelling.
A dwelling that meets applicable housing and occupancy codes. However, any of the following standards that are not met by an applicable code will apply, unless waived for good cause by the applicable federal funding. The dwelling will:

a. Be structurally sound, weather tight, and in good repair.

b. Contain a safe electrical wiring system adequate for lighting and other electrical devices.

c. Contain a heating system capable of sustaining a healthful temperature (of approximately seventy degrees) for a displaced person.

d. Be adequate in size with respect to the number of rooms and area of living space needed to accommodate the displaced person. There will be a separate, well-lighted and ventilated bathroom that provides privacy to the user and contains a sink, bathtub or shower stall, and a toilet, all in good working order and properly connected to appropriate sources of water and to a sewage drainage system. In the case of a housekeeping dwelling, there will be a kitchen area that contains a fully usable sink, properly connected to potable hot and cold water and to a sewage drainage system, and adequate space and utility service connections for a stove and refrigerator.

e. Contains unobstructed egress to safe, open space at ground level. If the replacement dwelling unit is on the second story or above, with access directly from or through a common corridor, the common corridor must have at least two means of egress.

f. For a displaced person who is handicapped, be free of any barriers that would preclude reasonable ingress, egress, or use of the dwelling by such displaced person.

Dedication

To dedicate means to appropriate and set apart land from one's private property to some public use. The dedication may be either express or implied. It is express when there is an express manifestation on the part of the owner of his purpose to devote the land to a particular public use, such as the streets in platted subdivisions. It is implied when the owner's acts and conduct manifest an intention to devote the land to the public use. To make the dedication complete, there must not only be an intention on part of the owner to set apart the land for the use and benefit of the public, but there must be an acceptance by the public.

Deeds

A deed is evidence in writing of a conveyance of property. As pertaining to land, its purpose is to define location and title to land. There are two common forms of deed used in Washington. A Warranty Deed conveys the fee title of the land and warrants against defects in title. Any interest in the property acquired by the grantor after execution of the deed will automatically pass to the grantee without additional documentation. A Quit Claim Deed passes to the grantee whatever interest the grantor has in the property at the time of the transaction and carries no interest acquired later by the grantor unless expressly included. The Quit Claim Deed carries no warranties of good title.

Displaced Person.

a. General: Any person who moves from the real property or moves his or her personal property from the real property (this includes a person who does not meet the length of occupancy requirements of Sections 5.4.1.a and 5.4.2.a):

(1) As a direct result of the City's acquisition of, or the initiation of negotiation for, such real property in whole or in part for the Project; or

(2) As a direct result of a written order from the City to vacate such real property for the Project; or

(3) As a direct result of the City's acquisition of, or written order to vacate for the Project, other real property on which the person conducts a business;

(4) As a direct result of a voluntary transaction by the owner as described in Section 1.4, thereby displacing a tenant; or

(5) As a direct result of the City's rehabilitation or demolition for the Project ; or

(6) As a direct result of the City's initiation of negotiations, acquisition of, demolition of, in whole or in part, other real property on which the person conducts a business operation, for the Project. Eligibility under this subparagraph (6) is only for purposes of obtaining relocation assistance advisory services under Section 5.2 and moving expenses under Sections 5.1, 5.3, and 5.4.

b. Persons not displaced: The following is a nonexclusive listing of persons who do not qualify as a displaced person under these Procedures.

(1) A person who moves before the initiation of negotiations except one who is required to move for reasons beyond his or her control as explained in Section 5.4.3.e; or

(2) A person who initially enters into occupancy of the property after the date of its acquisition for the Project (such determination will be made in accordance with any guidelines of the federal funding agency); or

(3) A person that the City determines is not required to relocate permanently as a direct result of the Project; or

(4) A person that the City determines is not displaced as a direct result of a partial acquisition; or

(5) A person who, after receiving a notice of relocation eligibility also receives a notice of non eligibility (described in Section 5.2.3.b, paragraph 2); or

(6) An owner who voluntarily sells his or her property as described in Section 1.4 after being informed in writing that if a mutually satisfactory agreement of sale cannot be reached, the City will not acquire the property; or

(7) A person who retains the right of use and occupancy of the real property for life following its acquisition by the City; or

(8) A person who retains the right of use and occupancy of the real property for a fixed term after its acquisition for a program or project receiving federal financial assistance from the Department of Interior; or

(9) A person who has occupied the property for the purpose of obtaining assistance under the Uniform Act;

(10) A person who is determined to be in unlawful occupancy or a person who has been evicted for cause before the initiations of negotiations for the property;

(11) A person who initially enters occupancy of the property after the date of its acquisition for the Project;

(12) A person who, after receiving notice of relocation eligibility, is notified in writing that he or she will not be displaced for the Project . Such notice will not be issued unless the person has not moved and the City agrees to reimburse the person for any expenses incurred to satisfy any findings of contractual obligations entered into after the effective date of the notice of relocation eligibility ; or

(13) An owner-occupant who moves as a result of the rehabilitation or demolition of the real property. (However, the displacement of a tenant as a direct result of any acquisition, rehabilitation, or demolition for a federally assisted project is subject to these Procedures.)

Dwelling.
The place of permanent or customary and usual residence of a person, as determined by the City according to local custom or law, including a single family house; a single family unit in a two-family, multifamily, or multipurpose property; a unit of a condominium or cooperative housing project; a non-housekeeping unit; a mobile home; or any other fixed or installed residential unit other than a unit customarily used, and currently (although not necessarily immediately) capable of use, for transportation or recreational purposes.

Easement
A non-possessing interest held by one person in land of another whereby the first person is accorded partial use of such land for a specific purpose. An easement does not abridge the rights of the fee owner to the use and enjoyment of his land which are not in conflict with the easement. Easements fall into three broad classifications, which are easement, surface; easement, subsurface; easement, overhead.

Easement, overhead
The right to use the space at a designated distance above the surface of the land; as for power lines, aviation, and air rights.

Easement, subsurface
The right to use the land at a designated distance below the surface of the land; as for pipelines, electric and telephone circuits and cables, storage facilities, etc.

Easement, surface
The right to use only the surface of the land; as for easements of access, flowage, or for rights of way.

Eminent domain
The right by which a sovereign government, or some person acting in its name and under its authority, may acquire private property for public or quasi-public use upon payment of reasonable compensation and without consent of the owner. See also condemnation. The right or power of the government to take private property for public use on making just compensation therefor.

Entry, right of survey
The right to enter property temporarily to make surveys and investigations for proposed improvements.

Fair Market Value.
The value of real property established by an appraisal and review appraisal, as set forth in the definitions above.

Financial Assistance.
A grant, loan, or contribution, except a federal guarantee or insurance.

Initiation of Negotiations.
The date of delivery of the initial written offer by the City to the owner or the owner's representative to purchase real property the Project for the amount determined to be just compensation. However:

a. The date that a notice of intent to acquire real property is sent to the owner is considered the "initiation of negotiations".

b. If the displacement is caused by rehabilitation, demolition, or privately undertaken acquisition of real property (and there is no related federal or state agency acquisition) the initiation of negotiations means the notice to the person that he or she will be displaced by the Project or, if there is no notice, the actual move of the person from the property ; or

c. In the case of a permanent relocation to protect the public health and welfare under the Comprehensive Environmental Response Compensation and Liability Act of 1980 the "initiation of negotiations" means the formal announcement of such relocation or the federal or federally-coordinated health advisory where the federal government later decides to conduct a permanent relocation.

Monument
A physical structure that marks the location of a corner or other survey point. In public-land surveys, the term "corner" is employed to denote a point determined by the surveying process, whereas the "monument" is the physical structure erected to mark the corner point upon the earth's surface. Monument and corner are not synonymous, though the two terms are often used in the same sense.

Mortgage.
Any of such classes of liens as are commonly given to secure advances on, or the unpaid purchase price of, real property, under the laws of the state of Washington, together with the credit instruments, if any, secured thereby.

Nonprofit Organization.
An organization that is incorporated under the applicable laws of a state as a nonprofit organization, and exempt from paying federal income taxes under Section 501 of the Internal Revenue Code (26 USC 501).

Owner of Displacement Dwelling.
A displaced person owns a displacement dwelling if the person holds any of the following interests in real property acquired for the Project:

a. Fee title, a life estate, a ninety-nine year lease, or a lease, including any options for extension, with at least fifty years to run from the date of acquisition; or

b. An interest in a cooperative housing project that includes the right to occupy a dwelling; or

c. A contract to purchase any of the interests or estates described in subsection (a) or (b) above; or

d. Any other interests, including a partial interest, which in the judgment of the City warrants consideration as ownership.

Parcel
Parcel generally refers to a piece of land that cannot be designated by lot number.

Person.
Any individual, family, partnership, corporation, or association.

Plat
A diagram drawn to scale showing all essential data pertaining to the boundaries and subdivisions of a tract of land, as determined by survey or protraction.

Procedures.
The City's Real Property Acquisition and Relocation Policy, Procedures, and Guidelines as contained in this document.

Program.
The City's real property acquisition and relocation program, comprised of the Procedures and any administratively adopted procedures and policies regarding real property acquisition and relocation. The Project includes transit supportive and transit-oriented development undertaken by the City consistent with the City Council's adopted guidelines for project-oriented development.

Project.
The Project will include providing two general-purpose lanes in both northbound and southbound directions, a business-access and transit lane, also in both directions and other intersection improvements.

Property
That which is peculiar or proper to any person; that which belongs exclusively to one; more specifically, ownership; the unrestricted and exclusive right to a thing. The word is also commonly used to denote everything which is the subject of ownership, corporeal or incorporeal, tangible or intangible, everything that has an exchangeable value or which goes to make up wealth or estate.

Right of access
The right of ingress to a highway from abutting land and egress from a highway to abutting land.

Right of entry
The right acquired to enter on private property for a specific reason or purpose.

Right of way
Any strip or area of land, including surface, overhead, or underground, granted by deed or easement, for construction and maintenance according to designated use, such as for drainage and irrigation canals and ditches; electric power, telegraph, and telephone lines; gas, oil, water, and other pipe lines; highways, and other roadways, including right of portage; sewers; flowage or impoundment of surface water; and tunnels.

Salvage Value.
The probable sale price of an item, if offered for sale on the condition that it will be removed from the property at the buyer's expense, allowing a reasonable period of time to find a person buying with knowledge of the uses and purposes for which it is adaptable and capable of being used, including separate use of serviceable components and scrap when there is no reasonable prospect of sale except on that basis.

Small Business.
Any business having not more than five hundred employees working at the site being acquired or permanently displaced by the Project. Sites occupied solely by outdoor advertising signs, displays, or devices do not qualify as a business.

State.
Any department, commission, agency, or instrumentality of the State of Washington.

Tenant.
A person who has temporary use and occupancy of real property owned by another.

Title search
The checking or reviewing of all documents affecting the ownership of a piece of property.

Uneconomic Remnant.
A parcel of real property in which the owner is left with an interest after the partial acquisition of the owner's property, and that the City has determined has little or no value or utility to the owner.

Uniform Act.
The Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601 et seq), and amendments thereto.

Unlawful Occupancy.
A person is considered to be in unlawful occupancy when such person has been ordered to move by a court before the initiation of negotiations for the acquisition of the occupied property, or is determined by the City to be a squatter who is occupying the property without permission of the owner and otherwise has no legal right to occupy the property under Washington law. The City may, at its discretion, consider such a squatter to be a legal occupant.

Utility Costs.
Expenses for heat, light, water, and sewer.

Utility Facility.
Any electric, gas, water, steampower, or materials transmission or distribution system, any transportation system, any communications system, including cable television, and any fixtures, equipment, or other property associated with the operation, maintenance, or repair of any such system. A utility facility may be publicly, privately, or cooperatively owned.

Utility Relocation.
The adjustment of a utility facility required by the Project. It includes removing and reinstalling the facility, including necessary temporary facilities, acquiring necessary right of way on new locations; moving rearranging or changing the type of existing facilities; and taking any necessary safety and protective measures. It also means constructing a replacement facility that has the functional equivalency of the existing facility and is necessary for the continued operation of the utility service, the Project economy, or sequence of Project construction.

Voluntary Transaction.
A donation, exchange, market sale, or other type of agreement entered into without compulsion on the part of the City.

WSDOT.
The Washington State Department of Transportation.

Appendix B. – CATF Recommendation

Summary of CATF Recommendation and 32 points

The Aurora Corridor Citizen's Advisory Task Force (CATF) developed a recommendation to guide refinement of the preferred alternative made up of 32 specific points addressing the range of issues in the Aurora Corridor.

The CATF's goal in the Aurora Corridor Pre-Design project was to develop a design concept that improves safety for pedestrians and drivers, improves the aesthetics and image of the street, adds people moving capacity, and supports existing and future business investments along the street. Landscaping is a key feature in strengthening the image and in supporting the walkability of the corridor.

Council Resolution No. 156 direct the City to advance the Aurora Corridor Improvements while considering the CATF's 32 points listed below. The following statements outline the recommendation of the CATF on the development and implementation of the project:

1) The maximum number of lanes on an intersection leg shall not exceed eight lanes including turning lanes. Seven lanes is the desired width.

2) Provide ability at intersections for all pedestrians to safely cross (and include median refuge at intersections with pedestrian pushbuttons). New mid-block pedestrian crossings should include pedestrian activated signals. Bus stops and pedestrian crossings will complement each other.

3) Twelve foot sidewalks will be provided on both sides of Aurora the entire length. Consider reducing the initial sidewalk width to mitigate land impacts/acquisitions on existing businesses. Note: a minimum of four feet of a landscaping/street furnishing zone is included in the twelve foot width total above.

4) Utilize more landscaping or colored pavement in sidewalk areas to soften the look. The four foot landscaping/street furnishing strip behind the curb should utilize trees in tree grates/pits (consider a combination tree protector/bike rack), low growing ground cover/shrubs, and could utilize some special paving (or brick) between curb and sidewalk to strengthen the identity of an area.

5) Strive to design the project so that new sidewalks can link to existing recently constructed sidewalks (such as Seattle Restaurant Supply, Drift-on-Inn, Schucks, Hollywood Video, and the Cadillac/Oldsmobile dealer).

6) Re-align the street where possible to avoid property takes.

7) As the final design is developed, work with WSDOT to obtain design approvals for lane width reductions, and look for opportunities to reduce (but not eliminate) the median width both to enable reduction of pavement widths, construction costs, and land impacts/acquisition on existing businesses.

8) Develop median breaks or intersections for business access and U-turns at least every 800-to-1000 feet (these details will be worked out during future

design phases and will be based in part on the amount of traffic entering and exiting businesses).

9) Use low growing drought resistant ground-cover and space trees in the median to allow visibility across it.

10) Unify the corridor by adding art, special light fixtures, pavement patterns (and coloring at crosswalks), street furniture, banners, unique bus shelters, etc. to dramatically enhance image and uniqueness of the streetscape and develop it differently than the standard design that has been constructed for most streets.

11) Unify the entire corridor by the use of street trees, lighting, special paving, bus zone design, and other elements to visually connect the corridor along its length.

12) Provide elements in the Interurban/Aurora Junction area, between 175th and 185th that create a safe, pedestrian oriented streetscape. Elements can include special treatments of crossings, linkages to the Interurban Trail, etc.

13) Develop signature gateway designs at 145th and 205th with special interest landscaping, lighting, paving and public art to provide a visual cue to drivers that they have entered a special place.

14) Develop themes that reflect the character and uses of different sections of the street (such as the 150th to 160th area which has a concentration of international businesses, recall the historic significance of the Interurban or other historic elements, and Echo Lake).

15) Utilize the Arts Council and neighborhoods to solicit and select art along the corridor.

16) Strengthen connections to the Interurban Trail through signing and other urban design techniques.

17) Develop a design for closure of Westminster Road between 158th and 155th by developing a southbound right turn lane at 155th Street and converting the existing road section to a driveway entrance to Aurora Square. Also, develop an elevated Interurban trail crossing through "the Triangle" that is integrated with future development of the Triangle (reserve the option to build above Westminister should we not be successful in closing the roadway).

18) Pursue modifying the access to Firlands at 185th, closing Firlands north of 195th, and developing a new signal at 195th.

19) The preferred design shall include:

- Stormwater management improvements to accompany the project that follow the city's policies;
- Traffic signal control and coordination technology (including coordination with Seattle and Edmonds SR 99 signal systems);
- Traffic signal technology to enable transit priority operations;
- Continuous illumination for traffic safety and pedestrian scale lighting;
- Undergrounding of overhead utility distribution lines.

20) Traffic signals will include audible elements for the sight-impaired, and wheelchair detection loops for wheelchair users.

21) The City should establish a right of way policy to retain or relocate existing businesses along the corridor, including those that do not own the land on which they are located. Consideration should be given to providing financial incentives to those businesses.

22) Work with property and business owners during the preliminary engineering phase to consolidate driveways, share driveways, and potentially to share parking and inter business access across parcel lines. Be creative and sensitive to the parking needs of businesses, including consideration for some potential clustered/shared parking lots (especially if remnant parcels are available).

23) Provide improvements that will not generate an increase in neighborhood spillover traffic.

24) Work with transit agencies to provide increased service and seek capital investments from them to support this project.

25) Develop partnerships with WSDOT and King County/Metro to jointly fund the project.

26) Provide curb bulbs where practical on side streets to reduce pedestrian crossing width and to discourage cut-through traffic.

27) Strengthen and preserve the heritage of the red brick road. If the design impacts the red brick road in its current configuration/location north of 175th, preserve its heritage by relocating it elsewhere.

28) Consider new signalized intersections at 152nd, 165th, 182nd, and 195th.

29) Consider new pedestrian only signalized crossings in the vicinity of 149th, 170th, 180th and 202nd.

30) Sign Ronald Place south of 175th as the route to I-5.

31) Pursue reducing the speed limit to 35 mph where appropriate recognizing the potential impacts of spillover traffic with a lower posted speed.

32) Seek funding to develop a program to assist and encourage businesses to improve their facades.

Appendix C. - Frequently Asked Questions

About Right of Way Acquisition

What is right of way?

In this usage, "right of way" is land owned, dedicated to or purchased by an Agency for Public Works projects that have been developed to serve the needs of the citizens of the City.

A right of way must be wide enough to contain the travel lanes, shoulders, drainage facilities and, where provided, sidewalks. At intersections, right of way needs may be greater because of turning lanes and safety requirements.

When will I know how much of my property is needed?

The exact alignment of a road and which properties will be affected can only be determined after public meetings are held, and the final design and right of way plans are approved. Participation in public meetings will help you to know how the project is developing and some of the possible options. The law requires that the details of right of way acquisition be discussed only after the exact amount of right of way has been identified and the amount of "just compensation" determined.

After the right of way plan is approved by the City Council, it is made available for public review at the City. When the appraisal has been completed and reviewed, a right of way agent will contact you and explain in detail the scope of the project, how the project will impact you and the "just compensation" determined for your property. The agent will address any questions and/or concerns you have about the project or compensation.

May I donate the property instead of selling it?

yes, if you decide to give the City the necessary property without compensation, this can easily be arranged. Such transactions may provide you with tax benefits and can save the City the costs of appraisals and acquisitions, as well as property costs. If you are considering donation, please notify the right of way agent early in the process.

What is to guarantee that I'm being treated fairly?
All real estate property owners are guaranteed fair market value under the Fifth Amendment of the U.S. Constitution.
Fair market value is determined by a local, independent, qualified real estate appraiser and must be supported by ample market evidence.
Just compensation is the payment of fair market value for real estate and improvements needed for public projects.

How is the amount of just compensation determined?

Your property will be appraised to determine its fair market value. This is defined as the amount of money that would be paid for the property by a willing and informed buyer (who does not have to buy) to a willing and informed seller (who does not have to sell). Many factors influence fair market value. An appraiser will carefully inspect the home, business or property that will be needed. You will be invited to join the appraiser when he/she visits your property. The appraiser will try to arrange a time that is

convenient to both of you. It is to your advantage to point out feature that you feel affect the value of your property.

Who prepares the appraisal?

Appraisals are prepared by an independent appraiser. In all cases, the appraiser will have considerable training and experience. The appraisal report is reviewed by a separate review appraiser. If the appraisal is sound and adequately supported, the review will prepare a Determination of Value (DV), which states the amount of just compensation.

How will I learn how much I am due?

The City right of way agent will present an official offer to you and will answer any questions you have concerning the offer. The offer will be for the amount stated as "just compensation" in the Determination of Value.

Who pays the cost of the sale?

The City pays for all costs related to the purchase of the required property.

What if I feel the offer is too low?

Explain to the right of way agent why you feel you should receive a higher amount. Point out any items of value you believe were overlooked in the appraisal. The City may reconsider its offer if you show good reason for such a change.

Easements

How is an easement established?

A typical method of establishing an easement is through a deed or by dedication in the form of an easement document. The deed or easement document describes the property to be used for a specific purpose. The easement document is signed by the agreeing property owner; it is then recorded at the County. Once the easement is recorded, it will be noted on the property title report and will be of public record.

How does an easement affect how I use my property?

The property owner still maintains the right to use and enjoyment of the property but such use and enjoyment cannot interfere with the easement rights. Construction of a permanent improvement, such as a garage built in the easement that interferes with maintenance and repair of the utility, would be considered as an encroachment, if indeed the structure was built after the easement was obtained.

What is a temporary construction easement?

A temporary construction easement is just that - the temporary use of a property for construction purposes. Such an easement is only applicable for the duration noted in the easement, usually until all construction has been completed. The temporary easement is usually included in the language of the permanent easement document. A temporary easement is typically larger in size than the permanent easement. The reason for the larger size is to permit construction vehicles additional room outside the permanent easement area, if needed.

What happens to the easement when I sell my property?

The recorded easement will be noted on the property title and will remain on the title after you sell. The easement essentially becomes part of the property.

Appendix D. Case Studies

Case Study #1 - Partial Acquisition

Subject: The subject parcel is correctly identified in the appraisal as a 38,817 square foot corner commercial tract; it is currently improved with a modern full service bank. The appraisal problem is a strip type acquisition of five feet off the front property line for a total acquisition of 2,747 square feet in fee along SR 99 frontage. The taking engulfs some sprinklered landscaping, some curbing, a large monument sign (conforming), and some asphalt parking and circulation areas. The sign can be moved onto the remainder and is therefore a damage. Three parking stalls and some important circulation areas need to be replaced, so the parking lot needs to be redesigned and redone; this is a major damage. There are no other severance damages because: access and grade aspects are unchanged; the sprinkler system and/or storm drain re-hookup (if any) will also be handled by construction funds. There are no special benefits because the project will enhance transportation safety for the motoring public in general.

The appraisal process is a complete summary appraisal report utilizing the WSDOT "Short Form" format in a strip appraisal procedure, correctly identifying the subject larger parcel and supporting its highest and best use as vacant. The appraisal processes a Sales Comparison Approach to value for the land as vacant, comparing 3 relevant land sales in the subject's and in competing neighborhoods; no other approach is applicable. Fee simple land value is reasonably concluded at $20 per SF. A cost approach is used to value the contribution value of the taken items.

Just Compensation (Fair Market Value) is:

Taken land in Fee: 2,747 Square Feet @ $20/SF	$55,000.00
Curbing, Landscaping, Sprinklers, Asphalt in take area contribute	8,300.00
Damages: Cost to relocate large sign	3,200.00
Cost to redesign and rebuild parking lot	20,000.00
Total just compensation:	$86,500.00

Note: In this example the money to cure the damages is to be paid to the owner who will hire the contractors' directly to perform the work

Case Study #2 - Relocation Assistance - Partial Acquisition

Subject: The subject parcel is a rectangular shaped property, 250 feet deep with 150 feet of frontage on a major arterial. The property is improved with a 65 year old building currently rented as a pawn shop. The tenant pays $800 per month rent and all the utilities.

The acquisition will require the demolition of the building due to the fact that the new right of way line will extend 10 feet into the building and the age and condition of the building prohibits any remodeling.

The displaced business has found a replacement site that rents for $1,100 per month plus utilities.

During the negotiation process, the displaced business owner was provided the various moving options:

- Actual Moving Expenses
  - Moving of Personal Property up to 50 miles.
  - Packing and Unpacking
  - Disconnection and Reconnection Costs
  - Insurance
  - Storage up to 12 months
  - Any license, permit or certification required at the new location
  - Professional services necessary for Planning the move, moving, and installing personal property at the replacement location
  - Replacing stationery, business cards, etc. made obsolete due to change of address
  - Actual direct loss of tangible personal property not moved
  - Reimbursement for reasonable costs incurred in attempting to sell an item not moved
  - Purchase of Substitute personal property
  - Search costs in looking for replacement property.

- Reestablishment Expenses, limited to $10,000

OR

- Fixed Payment (In lieu). Payment is limited to a minimum of $1,000 and a maximum of $20,000, based upon average annual net income.

The business owner opted to move herself, based upon the lowest bid provided from commercial movers. She demonstrated a need for storage costs for three months, while the building she was renting was remodeled. The storage costs were approved for reimbursement. Search costs of $1,000 were also paid, based upon documentation. Payment for stationary, invoices and various promotional items that needed to be replaced due to change in address and telephone number were paid, limited to replacement of quantities on hand at the time of displacement.

Finally, the business owner qualified for $7,200 in reestablishment costs. This was based upon the estimated increased cost of operation at her new site for a period of 24 months. The rent she was paying increased from $800 to $1,100, or $300 per month.

In summary, the displaced business (pawn shop) received the following:

Negotiated Cost move (based on low bid)	$8,600.00
Search Costs	1,000.00
Storage Costs. $400 per month X 3 months	1,200.00
Replacement of obsolete printed material	1,700.00
Reestablishment costs	7,200.00
Total Costs Reimbursed:	$19,700.00

NOTE: The displaced business owner generated average annual net income of $14,300. Had her net income exceeded $19,700, and had she met all the criteria for the Fixed Payment, she would have opted for this higher amount ($20,000). This benefit is "in lieu" of any and all other moving expenses, including the reestablishment expense category.

Case Study #3 - Partial Acquisition with six feet taken off the front of a video store

Subject: The subject property is improved with a small retail strip center built in 1976. This center has frontage on SR 99 "Aurora Corridor". The proposed taking will result in an acquisition of 12 feet along the street frontage of the property. The proposed taking will result in a partial acquisition of the building located on the site. One end of the current retail structure will need to be shortened by six feet. Thus, the appraisal problem will deal both with the effect of the acquisition on the land and the effect of the acquisition on the whole property as improved. The appraiser will be looking at the before and after value fo the property based on the current improvement and assuming the current improvements had already lost the six feet. Additionally, the remainder valuation outlines the rehabilitation specifications and costs to remove six feet of the current retail structure and to rebuild the façade. Also dealt with in the rehabilitation will be the affect on the current tenant occupying the space to be modified and the affect on the remainder of the site (i.e., landscaping and parking). It is anticipated within this appraisal report that all three approaches to value will be utilized both in the before and the remainder. Costs of rehabilitation will be substantiated by estimates from consulting architects.

Value of Property Before Acquisition

Value of Property After Acquisition

Difference between "Before" and "After" Values:

Breakdown:

Construction costs including provided by an AIA Architect

This figure includes demolition, new concrete floors, masonry framing, roofing and insulation, electrical and HVAC work, siding, windows and doors, painting, floor finish, ceiling repair, and a profit and overhead which is for the contractor.

Other costs: minor restriping of parking lot and new curbing, landscaping and walkway costs

Drainage hook up costs including new catch basin

Modification of utilities to building

Loss of Rent

Value of Building Improvement Taken

Right of Way acquisition (6 x 66 feet = 396 square feet of take area)

396 square feet at $15.00 SF =

Total:

Note: No relocation was necessary.

End Notes

[i] RCW 8.26.035(3), WAC 468-100-304(1), 49CFR§24.306(a)
[ii] WAC 468-100-304(4), 49CFR§24.306(d)
[iii] WAC 468-100-304(5), 49CFR§24.306(e)
[iv] WAC 468-100-401(2), 49CFR§24.401(b)
[v] WAC 468-100-401(6), 49CFR§24.401(f)
[vi] RCW 8.26.055(1), WAC468-100-402(1), 49CFR§24.402(a)
[vii] RCW 8.26.055(1), WAC468-100-402(2)(a), 49CFR§24.402(b)
[viii] WAC 468-100-402(2)(a), 49CFR§24.402(b)
[ix] WAC 468-100-402(3)(a), 49CFR§24.402(c)

Council Meeting Date: January 8, 2001 **Agenda Item: 8(b)**

CITY COUNCIL AGENDA ITEM

CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Approval of Resolution No. 171 Adopting Parking Revisions on Northeast 197th Place from 22nd Avenue NE to the North End Cul-De-Sac, Meridian Avenue North from North 175th Street to the North Driveway Entrance of Meridian Park Elementary, and 20th Avenue NW from NW 196th Street to NW 205th Street
DEPARTMENT:	Public Works
PRESENTED BY:	William L. Conner, Public Works Director *wlc*

EXECUTIVE / COUNCIL SUMMARY

The purpose of this report is to propose a resolution of neighborhood parking issues for your Council's consideration establishing three "no parking" zones in the City for increased safety. The City of Shoreline Traffic Advisory Committee, Police and Fire Departments and King County Traffic Engineering have reviewed the proposed areas and concur with the recommendations for the proposed parking zones.

On August 14, 1995, your Council approved Ordinance No. 46 establishing speed limits, parking restrictions and enforcement. This Ordinance adopts by reference the parking regulations previously enacted for streets within the City by King County and set forth in King County Code Title 46.

WAC 308-330-270 adopted by section 46.04.010 of the King County Code authorizes your Council to restrict parking in the right of way. Such limitation and restriction shall be by City resolution following a traffic investigation of the traffic engineer.

Citizen requests initiated the review of the areas described below. Safety issues have been the primary concern for the requests in most instances followed by reduced traffic flow and increased traffic congestion.

Northeast 197th Place from 22nd Avenue Northeast to the North End Cul-De-Sac

The proposed resolution would establish a "No-Parking" zone on the eastside of Northeast 197th Place. This investigation resulted from a letter received by the City and signed by a majority (85%) of homeowners on this cul-de-sac road. City staff found that residents from the King County housing project across Ballinger Way use both sides of this cul-de-sac for parking. This effectively reduces the travel portion of the road to one-way traffic. Emergency response vehicles have difficulty reaching the end of the cul-de-

sac where an assisted living facility is located. Police and Fire personnel have reviewed the proposed parking restrictions and concur with the recommendations.

Meridian Avenue North from North 175th Street to the North Driveway Entrance of Meridian Park Elementary

The resolution would establish a "No-Parking" zone on the west side of Meridian Avenue North in front of Meridian Park Elementary School. A customer request generated an investigation of this area. The investigation revealed that commuters are using the fog-lined areas as a parking lane instead of the Park and Ride area located on the northwest corner of North 175th Street and Meridian Avenue North. The purpose of the fog line is to funnel traffic from the four-lane portion of Meridian Avenue, north of North 175th Street, to the two-lane portion south of North 175th Street. Commuter vehicles parking in this area are encroaching on the travel portion of the roadway creating a traffic safety hazard, especially during school hours. Staff also contacted the Meridian Middle School and found that school buses were having trouble getting in and out because cars parked close to the driveway and created a tight turning radius.

20th Avenue NW from NW 196th Street to NW 205th Street (East side)

A recent construction project on the east side of 20th Ave NW from NW 196th Pl to NW 205th Street installed extruded curbing. The curbing was back-filled with asphalt in most sections creating a raised sidewalk. Vehicles are now being parked on this sidewalk blocking access to pedestrians and creating vision problems at intersections. The Traffic Advisory Committee has reviewed the area proposed for "No Parking" and concurs with the recommendation to post the area as "No Parking". A letter was hand distributed to all residents in the area of the proposed no parking zone. The letter described the no parking zone and explained the purpose for the proposal. The letter asked residents to contact the Public Works Department with their comments. No comments were received.

RECOMMENDATION

Staff recommends that your Council approve Resolution No. 171 designating "No Parking" restrictions on Northeast 197th Place, Meridian Avenue North and 20th Avenue NW.

ATTACHMENT

Attachment A: Resolution No. 171
Attachment B: City Map detailing proposed "No-Parking" Zones
Attachment C: Pictures of Proposed "No Parking" Zones

Approved By: City Manager KTB City Attorney

Attachment A

Resolution No. 171

RESOLUTION NO. 171

A RESOLUTION OF THE CITY OF SHORELINE, WASHINGTON, ESTABLISHING NO PARKING ZONES ON CERTAIN CITY STREETS

WHEREAS, the City is authorized by state law (WAC 308-330-270) to impose parking restrictions on City streets; and

WHEREAS, the City Engineer has conducted a traffic investigation of certain streets and has recommended parking restrictions from these areas;

WHEREAS, the City Council wishes to revise the parking restrictions on certain City streets in order to improve traffic flow and enhance traffic safety;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHORELINE, WASHINGTON AS FOLLOWS:

Section 1. Parking shall be prohibited at all times on the following streets:

1. On the east side of Northeast 197th Place from 22nd Avenue Northeast to the North End Cul de Sac.

2. On the west side of Meridian Avenue North in front of the Meridian Park Elementary School from North 175th Street to North Driveway Entrance of Meridian Park Elementary.

3. On the east side of 20th Ave NW from NW 196th Street to NW 205th Street.

ADOPTED BY THE CITY COUNCIL ON JANUARY 8, 2001

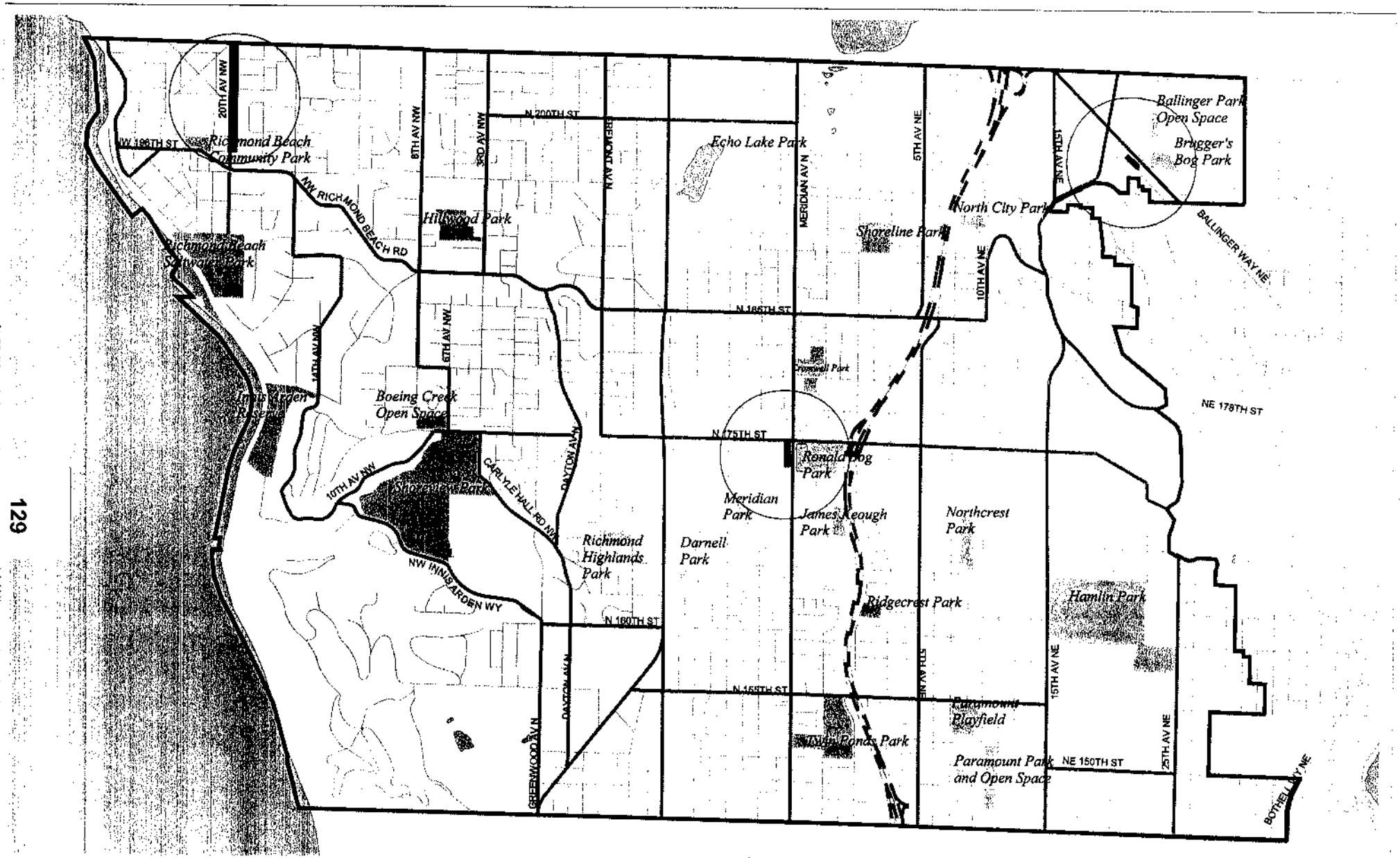
_____
Mayor Scott Jepsen

ATTEST:

_____
Sharon Mattioli, CMC
City Clerk

Attachment B

City Map detailing proposed "No-Parking" Zones



City of Shoreline

Detailed No Parking Zones

CITY OF SHORELINE

1000 0 1000 2000 3000 Feet

City Limit
Water Body

Road
- Local St
- Primary Arterial
- Interstate 5

Park

No Parking Zones

- Northeast 197th Place from 22nd Avenue Northeast to the North End Cul de Sac
- Meridian Avenue North from North 175th Street to the North Driveway Entrance of Meridian Park Elementary
- 20th Avenue NW from NW 196th Street to NW 205th Street

City of Shoreline GIS. Cadastral, Ortho Photo, building outlines, contour data copyrighted by City of Seattle, 1998. All rights reserved.

No warranties of any sort, including accuracy, fitness, or merchantability, accompany this product.

December 6, 2000

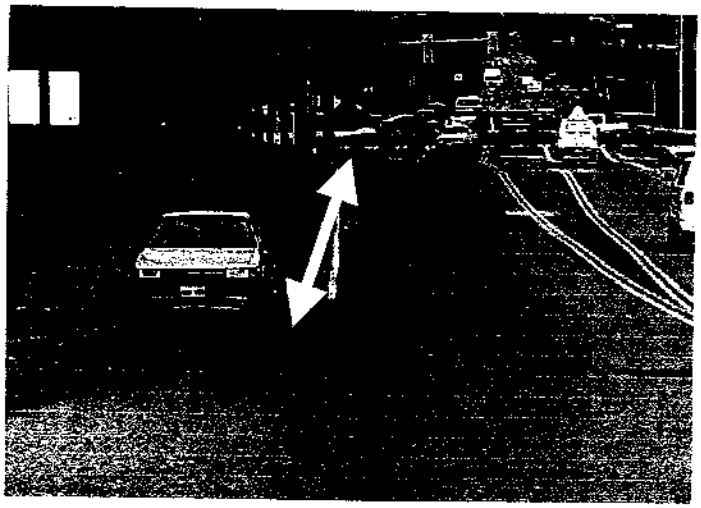
Attachment C

Pictures of Proposed "No Parking" Zones

Proposed "No Parking" Zones

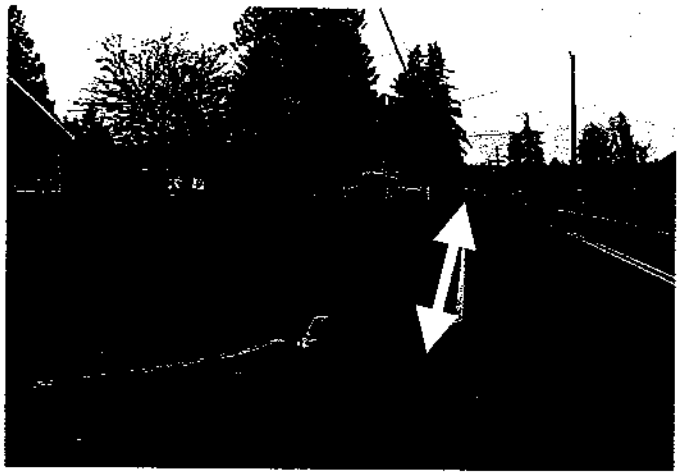
NE 197th Street off 23 Ave NE: East side
Looking West to cul-de-sac

NE 197th Street off 23 Ave NE: East side
Looking West to cul-de-sac

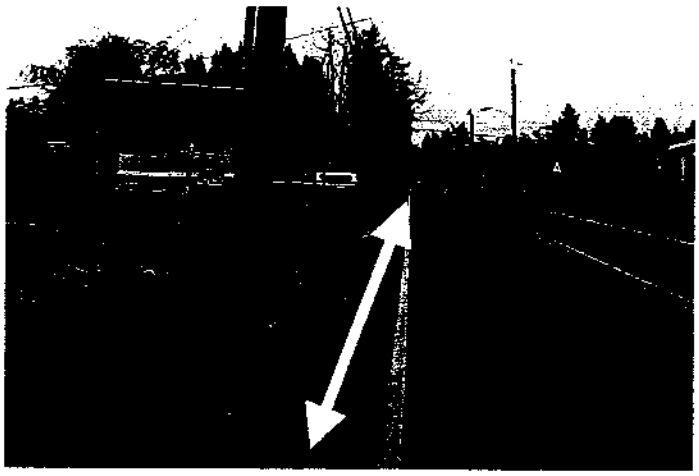


Meridian Ave N - West side:
Looking North to N 175th Street

Meridian Ave N - West side:
Looking North to N 175th Street



20th Ave NW @ NW 204th Street
Looking South



20th Ave NW @ NW 198th Street
Looking South

20th Ave NW @ NW 198th Street
Looking North

Council Meeting Date: January 8, 2001 **Agenda Item: 8(c)**

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Approval of Interlocal Agreement for Watershed Resource Inventory Area 8 Watershed Planning and Conservation.
DEPARTMENT:	Public Works
PRESENTED BY:	William L. Conner, Public Works Director WLC Edward Mulhern, Surface Water Coordinator EJM

EXECUTIVE / COUNCIL SUMMARY

The purpose of this report is to obtain your Council's authorization for the Interim City Manager to execute an Interlocal Agreement (ILA) (see Attachment A) with county and city governments located in King and Snohomish Counties lying within Watershed Resource Inventory Area (WRIA) 8 (see Attachment B). The ILA will address City interests and responsibilities to long-term watershed planning and conservation, including plans for reconnaissance, assessment, implementation of habitat, water quality and flood projects, and to develop WRIA-based positions on salmon habitat and conservation.

This ILA provides a mechanism and governance structure for jurisdictions to work together to develop plans and regulations regarding watersheds that they have in common. In signing the agreement, Shoreline would commit to a share of the costs of developing a WRIA 8 plan. This share is allocated on a proportional basis based on the average of the population, assessed value and area attributable to each party to the agreement (see Attachment C). Shoreline's cost would be $16,208 for the first year. However, under this agreement Shoreline would not be obligated to commit additional funds or implement any plan developed in the WRIA.

Shoreline would also provide an elected official to sit on the WRIA 8 Forum, the governing body as established by the ILA to implement the agreement. In addition, Shoreline is encouraged to continue participation in the WRIA 8 Steering Committee, which is responsible for developing the WRIA-based Watershed Plan. Councilmember Gustafson is currently assigned. The steering committee includes other stakeholders (i.e. business and environmental groups) in addition to jurisdictions. While the WRIA Forum membership is limited to elected officials and designees, the City's WRIA Steering Committee participation can be jointly resourced from staff and elected officials.

Much of the work undertaken by WRIA 8 under the ILA will be outside of Shoreline's city limits. However, it will be of benefit to the City both in terms of potentially limiting liability under the Endangered Species Act (ESA), and of quality of life issues.

At this time, there are no assurances available to guarantee jurisdictions freedom from liability concerning "take" of ESA listed salmon. However, participation in the ILA will show the City to be acting in good faith regarding conservation efforts, position it to comply with regulations as they come up, and minimize the risk of it being targeted for litigation as non-participants. Participation in WRIA 8 will support completing Council's Goal No. 6 for the 2000-2001 Work Plan – developing a comprehensive strategy to respond to ESA.

The main purposes of the ILA are:

- To provide a mechanism and governance structure for the joint funding, development, review, and approval of WRIA-based salmon conservation plans.
- To provide a mechanism for securing additional technical assistance and funding from state and federal agencies and other sources.
- To provide a mechanism for the implementation of other habitat, water quality, and flood projects, using any regional, state, federal, and non-profit funds that may be contributed to or accumulated by the WRIA Forums.
- To develop and articulate WRIA-based state and federal legislative positions on salmon habitat conservation and funding.
- To provide (through the WRIA Steering Committee) for on-going participation of citizens and other stakeholders in these efforts, and to ensure continued public outreach efforts to educate and garner support for current and future ESA activities.
- To meet the requirement of a commitment by any party to participate in WRIA-based planning, in response to any state or federal law which may require such participation as a condition of any funding, permitting, or other state or federal program.

The ILA has been crafted to fairly represent the needs of all the parties involved. It is a voluntary agreement with a 5-year initial term, but subject to annual review and approval. It will become effective upon its execution by at least nine of the eligible jurisdictions within WRIA 8 representing at least 70% of the affected population. To date, 19 jurisdictions have approved the ILA. Decisions are made by consensus, with a provision for a double majority voting procedure if consensus can't be reached. Jurisdictions may terminate their participation upon 60 days notice.

The City of Shoreline budget includes WRIA 8 Conservation Plan contributions, for an amount not to exceed $17,000 each year for a period of five years.

RECOMMENDATION

Staff recommends that your Council authorize the Interim City Manager to execute the Interlocal Agreement for the Watershed Basins within Water Resource Inventory Area 8. The contract amount for the first year is $16,208.

Approved By: City Manager KM City Attorney

BACKGROUND / ANALYSIS

Why Participate in the ILA?

The WRIA 8 Forum and Steering Committee, as authorized by the ILA, are the only groups positioned to address salmon recovery for the entire watershed area, the level at which the issue can be effectively addressed. Shoreline is a very small part of this watershed area, and as a highly urbanized area with stream systems smaller than are typically used by Puget Sound chinook (the ESA listed species), is not likely to become a major destination for chinook. However, there are benefits in three major areas for Shoreline to participate in this process:

1) Liability reduction:

   - There are, at this time, no umbrellas or assurances available to guarantee jurisdictions freedom from liability concerning "take" of ESA listed salmon. However, participation in a conservation program at the level required to preserve and restore salmon shows the City to be acting in good faith with regard to salmon protection. Having a proactive stance may prevent the City from being targeted as a non-participant in regional salmon recovery efforts.
   - This plan, which will be reviewed by the National Marine Fisheries Service, may be viewed as a part of the solution to recovery of the listed species within WRIA 8. Participating in developing the plan may give the City input in the shaping of federal salmon recovery programs, and may position the City for compliance in federal regulations as they are developed.

2) Quality of life for Shoreline citizens:

   - Though Shoreline is not likely to have significant chinook habitat within its city limits, having chinook and functioning salmon habitat within the WIRA 8 watershed will have broader environmental benefits for Shoreline citizens.
   - As the City endeavors to identify further proactive steps towards enhancement of the environment within the city limits, information gained from WRIA work will contribute to prioritizing effective actions.

3) Interaction with Basin Forums:

   The ILA is a structure to maximize efficiency, secure reliable funding, and ensure even-handed distribution of attention to all the affected jurisdictions, many of which have already been working together in the Watershed Forums and on the WRIA Steering Committee. The jurisdictions involved are listed in the funding allocation sheet (Attachment C). The ILA builds on prior efforts discussed in the next section.

<u>Outcomes of the WRIA 8 Plan Development</u>

The WRIA Steering Committee (described below) has prepared a draft list of key products for the WRIA Conservation Plan development. A summary of their outcomes is as follows:

- Identify factors of decline of chinook populations
- Compile chinook distribution maps

- Identify production potential for salmon of WRIA 8 subareas
- Develop WRIA 8 research agenda
- Develop WRIA 8 watershed-based habitat goals
- Develop prioritized lists of action alternatives
- Adopt final WRIA 8 conservation plan

History

In 1995, King County completed a regional needs assessment to manage watersheds across jurisdictional boundaries. From this process, five forums were created to work on fish, flooding and water quality issues for each of the large water bodies in the region (Lake Washington, Lake Sammamish, etc).

In 1999, when an Endangered Species Act (ESA) 4(d) ruling was anticipated, King County Executive Ron Sims invited elected officials and citizens to serve on a steering committee. The committee was formed to oversee development of a plan that responds to salmon listings under the ESA, in the Lake Washington/Cedar River and Sammamish Watersheds (WRIA 8). Water Resource Inventory Areas (WRIAs) are defined under state regulations; they generally follow the watershed boundaries of major river or lake systems, such as the Green River and Lake Washington. In Puget Sound WRIAs also include adjacent nearshore areas.

WRIAs are generally considered an appropriate ecological and administrative level for prioritizing land use and other decisions that effect salmon habitat. The WRIA Steering Committee plays a role in the acquisition of state funding for watershed projects to address conservation, flooding, and water quality issues. RCW 75.46 guides the Salmon Recovery Funding Board that establishes criteria for projects proposed for funding. These criteria provide for projects to be prioritized by a multi-purpose group, such as the WRIA Steering Committee, that includes other stakeholders in addition to jurisdictions. The State Department of Ecology has administratively assigned prioritization of Water Quality grants projects to the WRIA Steering Committee.

Elected officials and staff members of the City of Shoreline have participated in this committee from its inception. Highlights of the committee's accomplishments to date are:

- Completing two rounds of funding with the Salmon Recovery Funding Board for approximately $1.9 million to fund eight regional projects.
- Identifying limiting factors for decline of the listed species.
- Developing a public outreach program that now includes at least 150 organizations in a network. Network members receive regular updates on information including ESA developments and grant funds available.

Since the Watershed Forums had also been working on these issues and needed an ongoing funding source, there was an obvious benefit to pooling efforts. The ILA is a structure to maximize efficiency, secure reliable funding, and ensure even-handed distribution of attention to all the affected jurisdictions, many of which have already

been working together in the Watershed Forums and on the WRIA Steering Committee. The jurisdictions involved are listed in the funding allocation sheet (Attachment C).

In fall of 2000 a draft ILA proposal was submitted to the Watershed Forums, consisting of elected officials from King County, Snohomish County, and other local governments from throughout the Snoqualmie, Lake Washington/Cedar/Sammamish, and Green/Duwamish watersheds—for review, modification, and approval. During the month of September, the Watershed Forums endorsed the ILA in principle, and member governments agreed to bring the draft agreement and the regional cost-share proposal to their individual jurisdictions for formal adoption.

The ILA provides for a collective approach for guiding and funding WRIA-based salmon conservation planning. It also refines the watershed planning process and clarifies the roles and responsibilities of local governments who choose to participate in these efforts.

The main purposes of the ILA are:

- To provide a mechanism and governance structure for the joint funding, development, review, and approval of WRIA-based salmon conservation plans
- To provide a mechanism for securing additional technical assistance and funding from state and federal agencies and other sources
- To provide a mechanism for the implementation of other habitat, water quality, and flood projects, using any regional, state, federal, and non-profit funds that may be contributed to or accumulated by the WRIA Forums
- To develop and articulate WRIA-based state and federal legislative positions on salmon habitat conservation and funding
- To provide (through the WRIA Steering Committee) for on-going participation of citizens and other stakeholders in these efforts, and to ensure continued public outreach efforts to educate and garner support for current and future ESA activities
- To meet the requirement of a commitment by any party to participate in WRIA-based planning, in response to any state or federal law which may require such participation as a condition of any funding, permitting, or other state or federal program.

Funding

The funding required on behalf of Shoreline is $16,208 for the first year of the agreement. The funding required of each jurisdiction signing the ILA is based on a formula that incorporates the average of the population, assessed value, and area attributable to each party. The WRIA 8 Forum will update this formula each year based on available data.

The City of Shoreline year 2001 budget includes a white paper for WRIA 8 Conservation Plan contributions, for an amount not to exceed $17,000 each year for a period of five years. In that white paper, the following are listed as advantages of this proposal:

- Participating in the WRIA plan is an effective means for the City of Shoreline to support regulatory efforts, and projects to protect and improve the natural environment and preserve environmentally sensitive areas, consistent with federal and state policies.
- Participating in the WRIA plan is an opportunity for the City of Shoreline to take a leading role in stewardship of regional habitat resources.

There is an option written into the agreement that allows any jurisdiction to discontinue their involvement with the ILA. Written notice must be provided to the remaining members of the ILA, with the understanding that all obligations for that calendar year will still be fulfilled.

Participating in this ILA has a role in meeting ESA requirements, Year 2001 goals, and goals of the Shoreline Comprehensive plan, as described below:

ESA Requirements

The National Marine Fisheries Service's final 4(d) Rule will go into affect on January 8, 2001. When that rule takes effect, any City action that fails to protect those species listed as endangered will be considered a 'take', and the City will be subject to subsequent penalties. Adoption of the ILA presented here may minimize the risk placed on the City of Shoreline from the ESA by addressing local concerns and participating in the regional watershed planing process based on those concerns.

Year 2001 Council Goals

Goal No. 6 includes developing a comprehensive program response to the Endangered Species Act. A comprehensive response to ESA entails viewing the watershed at a regional level. The information gained through participation in the ILA (see above - Outcomes of the WRIA 8 Plan Development) will contribute to the Cities response efforts, including prioritization of actions.

Shoreline Comprehensive Plan

Included in the Shoreline Comprehensive Plan, framework goal *FG5* states the following: *Protect the natural environment and preserve environmentally sensitive areas.*

The adoption of this ILA would directly relate to these issues in Shoreline as well as for Shoreline's surrounding neighbors.

As well as stating goals the Comprehensive Plan identifies policies relating to its goals. Quoted below are several policies (italics), with comments (non-italics), that directly support adopting the ILA:

> *EN 1 states: Lead and support regulatory efforts, incentives and projects to protect and improve the natural environment and preserve environmentally sensitive areas consistent with federal and state policies.*

This interlocal agreement names specific goals for implementation of habitat, water quality and flood projects, as well as developing positions on salmon habitat and conservation, all of which address the improvement and protection of the environment.

EN 6 states: Cooperate with local, state, and federal governments, tribal governments, international agencies, and non-profit organizations to protect and enhance the environment, especially on issues that affect areas beyond Shoreline's boundaries.

The parties to the ILA would be 33 county and city governments within WRIA 8, including Shoreline. It is a joint effort to set and implement specific goals for this watershed. The agreement includes a Steering Committee consisting of a broad range of stakeholders including jurisdictions, environmental organizations, tribes, and businesses.

EN9: Develop, actively participate in, and help publicize, local and regional programs to conserve open space and protect environmentally sensitive areas, including future transfer of development rights (TDR) programs, conservation efforts of the Land Conservancy of Seattle and King County, and King County's Public Benefit Rating System.

This ILA incorporates the efforts of many jurisdictions inside King County working towards common goals and interests.

EN30: Critical wildlife habitat, including habitats or species that have been identified as priority species or priority habitats by the Washington Department of Fish and Wildlife, will be preserved through regulation, acquisition, incentives and other techniques. Habitats and species of local importance will also be protected in this manner.

With the listing of several species of salmon in our area, Shoreline will be affected by regulations from WDFW and the ESA. This ILA addresses protection of these species, specifically in our Region.

Under the Goals and Policies for Specific Environmental Concerns, Goal EN VI states: *Preserve, protect, and, where practicable, restore wetlands, shorelines, surface water, and ground water for wildlife, appropriate human use, and the maintenance of hydrological and ecological processes.*

The ILA was specifically developed to address salmon recovery in WRIA 8, including habitat protection and restoration.

RECOMMENDATION

Staff recommends that your Council authorize the Interim City Manager to execute the Interlocal Agreement for the Watershed Basins within Water Resource Inventory Area 8. The contract amount for the first year is $16,208.

ATTACHMENTS

Attachment A – Interlocal Agreement for the Watershed Basins within WRIA 8

Attachment B – WRIA 8 Map

Attachment C – WRIA Based Cost-share: WRIA 8 Only

ATTACHMENT A

INTERLOCAL AGREEMENT

For the Watershed Basins within Water Resource Inventory Area 8

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 County, 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, Sammamish and Central Puget Sound forums, all political subdivisions of the State of Washington (collectively, for those signing this agreement, "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 planning, funding and implementation of various activities and projects therein.

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, Woodway and the Towns of Beaux Arts, Hunts Point and Yarrow Point.

1.2 **WRIA 8 FORUM**: The ***WRIA 8 Forum*** created herein is the governing body responsible for implementing this Agreement and is comprised of designated representatives of eligible jurisdictions who have authorized the execution of and become parties to this Agreement.

1.3 **WRIA 8 STEERING COMMITTEE**: The ***WRIA 8 Steering Committee*** referred to herein is the cooperative representational body comprised of a balance of stakeholder representatives and any other persons who are deemed by the parties to this Agreement to be appropriate to the creation of ***WRIA-based Watershed Plans***.

1.4 **WRIA-BASED WATERSHED PLANS**: ***WRIA-based Watershed Plans*** as referred to herein are those documents to be developed for WRIA 8 including its sub-basins which recommend actions related to watershed protection, restoration and salmon recovery.

1.5 **WRIA SUB-FORUMS**: ***WRIA Sub-Forums*** as referred to herein are those cooperative representational bodies currently meeting and working on issues, preparing plans and implementing projects within watersheds. These groups are comprised of elected officials from the general purpose governments located within the watershed.

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

1.7 **SERVICE PROVIDER**: ***Service Provider***, as used herein, means that agency, government, consultant or other entity which supplies staffing or other resources to and for the ***WRIA 8 Forum***, in exchange for payment. The ***Service Provider*** may be a party to this Agreement.

1.8 **FISCAL AGENT**: The ***Fiscal Agent*** refers to that agency or government who performs all accounting services for the ***WRIA 8 Forum***, as it may require, in accordance with the requirements of Chapter 39.34 RCW.

1.9 **STAKEHOLDERS** – Stakeholders refers to those public and private entities within the WRIA who reflect the diverse interests integral for planning for the recovery of the listed species under the Endangered Species Act, which may include but is not limited to environmental and business interests.

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

2.1 To provide a mechanism and governance structure for the joint funding, development, review and approval of ***WRIA-Based Watershed Plans***. Such plans shall include reconnaissance, assessment and analysis of conditions and recommendations for the WRIA Forum. It is understood that the maximum financial or resource obligation of any participating eligible jurisdiction under this Agreement shall be limited to its share of the cost of developing the ***WRIA-Based Watershed Plans***.

2.2 To provide a mechanism for securing technical assistance and any available funding from state agencies or other sources.

2.3 To provide a mechanism for the implementation of other habitat, water quality and flood projects with regional, state, federal and non-profit funds as may be contributed to the ***WRIA 8 Forum***.

2.4 To provide a framework for cooperation and coordination among the parties on issues relating to the WRIA or sub-WRIA planning or to meet the requirement of a commitment by any party to participate in WRIA-based or watershed basin planning in response to any state or federal law which may require such participation as a condition of any funding, permitting or other program of state or federal agencies, at the discretion of such party to this Agreement.

2.5 To develop and articulate WRIA-based positions on salmon habitat, conservation and funding to state and federal legislators.

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

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

3. **EFFECTIVE DATE AND TERM.** This Agreement shall become effective upon its execution by at least nine (9) of the eligible jurisdictions within WRIA 8 representing at least seventy per cent (70%) of the affected population, as authorized by each jurisdiction's legislative body. Once effective, this Agreement shall remain in effect for an initial term of five (5) years; provided, however, that this Agreement may be extended for such additional terms as the parties may agree to in writing.

4. **ORGANIZATION AND NATURE OF WRIA 8 FORUM.** The parties to this Agreement hereby establish a governing body for WRIA 8 and the Lake Washington-Cedar and Sammamish watershed basins and associated Puget Sound drainages (hereinafter the "***WRIA 8 Forum***" the precise boundaries of which are established in Chapter 173-500 WAC, or as determined by the ***WRIA 8 Forum***) to serve as the formal governance structure for carrying out the purposes of this Agreement. Each party to this agreement shall appoint one (1) elected official to serve as its representative on the ***WRIA 8 Forum***. The ***WRIA 8 Forum*** is a voluntary association of the county and city governments located wholly or partially within the management area of WRIA 8 and the Lake Washington-Cedar and Sammamish watershed basins and associated Puget Sound drainages who choose to be parties to this Agreement.

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

4.1.1 It is contemplated that services to the ***WRIA 8 Forum*** and ***WRIA 8 Steering Committee*** for the year 2001 shall be provided by ***Service Provider***, King County Department of Natural Resources. The ***Management Committee*** shall

prepare a Memorandum of Understanding to be executed with the ***Service Provider***, to be approved by the ***WRIA 8 Forum***, which shall set out the expectations for services so provided. Services should include, without limitation, identification of and job descriptions for dedicated staff in increments no smaller than .5 FTE, description of any supervisory role retained by the ***Service Provider*** over any staff performing services under this Agreement, and a method of regular consultation between the ***Service Provider*** and the ***Management Committee*** concerning the performance of services hereunder.

4.1.2 Upon the effective execution of this Agreement, and the selection of the ***Management Committee***, the ***Management Committee*** shall review existing work products and plans and make recommendations to the entire ***WRIA 8 Forum*** for action, including initial decisions related to work program, staffing and service agreements, and budget and financial operations, for the year 2001. All duties of the ***Management Committee*** shall be established by the ***WRIA 8 Forum***.

4.2 The ***WRIA 8 Forum*** shall have the authority to establish and adopt the following:

4.2.1 The ***WRIA 8 Steering Committee*** shall develop and propose for consideration, amendment and adoption by the ***WRIA 8 Forum***, a scope of work for development of ***WRIA-based Watershed Plans***, including planning priorities for each year of this Agreement, and performance review of work under this Agreement. The scope of work may provide for certain tasks or processes to be the responsibility of the ***WRIA Sub-Forums***. The scope of work shall specifically identify the level of staff support to be provided to the ***WRIA Sub-Forums*** in furtherance of their agreed upon tasks or processes.

4.2.2. The ***WRIA 8 Forum*** shall by September 1 of each year, establish and approve an annual budget, establishing the level of funding and total resource obligations of the parties which are to be allocated on a proportional basis based on the average of the population, assessed valuation and area attributable to each party to the Agreement, in accordance with the formula set forth in Exhibit A, which formula shall be updated annually by the ***WRIA 8 Forum***, as more current data becomes available.

4.2.3 The ***WRIA 8 Forum*** shall review and evaluate annually the duties to be assigned to the ***Management Committee*** hereunder and the performance of the ***Fiscal Agent*** and ***Service Provider***(s) to this Agreement, and shall provide for whatever actions it deems appropriate to ensure that quality services are efficiently, effectively and responsibly delivered in the performance of the purposes of this Agreement. In evaluating the performance of any ***Service***

Provider, at least every two years, the ***WRIA 8 Forum*** shall retain an outside consultant to perform a professional assessment of the work and services so provided.

4.2.4 The ***WRIA 8 Forum*** shall oversee and administer the expenditure of budgeted funds and shall allocate the utilization of resources contributed by each party or obtained from other sources in accordance with an annual prioritized list of planning activities within the WRIA during each year of this Agreement.

4.3 The ***WRIA 8 Forum*** may contract with similar watershed forum governing bodies or any other entities for any lawful purpose related hereto. The parties may choose to create a separate legal or administrative entity under applicable state law, including without limitation a nonprofit corporation or general partnership, to accept private gifts, grants or financial contributions, or for any other lawful purposes.

4.4 The WRIA 8 Forum shall adopt other rules and procedures that are consistent with its purposes as stated herein and are necessary for its operation.

5. **VOTING**. The ***WRIA 8 Forum*** shall make decisions, approve scope of work, budget, priorities and any other actions necessary to carry out the purposes of this Agreement as follows:

5.1 Decisions shall be made using a consensus model as much as possible. Each party agrees to use its best efforts and exercise good faith in consensus decision-making. Consensus may be reached by unanimous agreement of the parties, or by a majority recommendation with a minority report. Any party who does not accept a majority decision may request weighted voting as set forth below.

5.2 In the event consensus cannot be achieved, as determined by rules and procedures adopted by the ***WRIA 8 Forum***, the ***WRIA 8 Forum*** shall take action on a dual-majority basis, as follows:

5.2.1 Each party, through its appointed representative, may cast its weighted vote in connection with a proposed ***WRIA 8 Forum*** action.

5.2.2 The weighted vote of each party in relation to the weighted votes of each of the other parties shall be determined by the percentage of the annual contribution by each party set in accordance with Subsection 4.2.2 in the year in which the vote is taken.

5.2.3 For any action subject to weighted voting to be deemed approved, an affirmative vote must be cast by both a majority of the parties to this Agreement and by a majority of the weighted votes of the parties to this Agreement. No action shall be valid and binding on the parties to this Agreement until it shall receive majority votes of both the total number of parties to the Agreement and of the members representing a majority of the annual budget contribution for the year in which the vote is taken. A vote of abstention shall be recorded as a "no" vote.

6. **CREATION, APPROVAL AND RATIFICATION OF WRIA-BASED WATERSHED PLANS.** ***WRIA-based Watershed Plans*** shall be developed, drafted and recommended by the ***WRIA 8 Steering Committee***, approved by the ***WRIA 8 Forum*** and subject to ratification by the legislative bodies of the parties to this Agreement, consistent with the following:

6.1 The ***WRIA 8 Forum*** shall appoint a ***WRIA 8 Steering Committee***, comprised of a balance of stakeholder representatives and any other persons who are deemed by the parties to this Agreement to be appropriate to the creation of ***WRIA-based Watershed Plans***. It is intended that representatives of local general purpose governments will continue to participate on the ***WRIA 8 Steering Committee***. The ***WRIA 8 Steering Committee*** shall be responsible for the development and recommendation of ***WRIA-based Watershed Plans*** consistent with the purposes of this Agreement and shall act as an advisory body to the ***WRIA 8 Forum***. Changes in the membership or composition of the **WRIA 8 Steering Committee** shall be made pursuant to the voting procedures in Section 5. The ***WRIA 8 Forum*** shall establish procedures for naming and replacing representatives on the ***WRIA 8 Steering Committee.***

6.2 The ***WRIA 8 Forum*** shall act to approve or remand any final long-term ***WRIA-based Watershed Plan*** prepared and recommended by the ***WRIA 8 Steering Committee*** within ninety (90) days of receipt of the final plan, according to the voting procedures described in Section 5.

6.3 In the event that any plan is not so approved, it shall be returned to the ***WRIA 8 Steering Committee*** for further consideration and amendment and thereafter returned to the ***WRIA 8 Forum*** for decision.

6.4 After approval of the plan by the ***WRIA 8 Forum***, the plan shall be referred to the parties to this Agreement for ratification prior to the plan's submission to any federal or state agency for further action. Ratification means an affirmative action, evidenced by a resolution or ordinance of the jurisdiction's legislative body, by at least nine jurisdictions within WRIA 8 representing at least seventy per cent (70%) of the total population of WRIA 8. Upon ratification, the ***WRIA 8 Forum*** shall transmit the ***WRIA-based Watershed Plan*** to any state or federal agency as may be required for further action.

6.5 In the event that either any state or federal agency to which such plans are submitted shall remand any such plan for further consideration, the plan shall be remanded to the ***WRIA 8 Forum*** for consideration, which may include further referral to the ***WRIA 8 Steering Committee*** for recommendation on amendments thereto.

6.6 The parties agree that no ***WRIA-based Watershed Plan*** developed and funded pursuant to this Agreement shall be forwarded separately by any of them to any state or federal agency unless it has been approved and ratified as provided herein.

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

7.1 Each party shall be responsible for meeting its financial obligations hereunder as established in the annual budget adopted by the ***WRIA 8 Forum*** under this Agreement, including all such obligations related to ***WRIA 8 Forum*** and ***WRIA 8 Steering Committee*** funding, technical support, and participation in related planning projects and activities as set forth herein. It is anticipated that separate actions by the legislative bodies of the parties will be necessary from time to time in order to carry out these obligations.

7.2 The maximum funding responsibilities imposed upon the parties during the first year of this Agreement shall not exceed the amounts set forth in Exhibit A, which shall be updated annually as described in Section 4.2.2.

7.3 No later than September 1 of each year of this Agreement, the ***WRIA 8 Forum*** shall adopt a budget, including its overhead and administrative costs, for the following calendar year. The budget shall propose the level of funding and other (e.g. staffing) responsibilities of the individual parties for the following calendar year and shall propose the levels of funding and resources to be allocated to specific prioritized planning activities within the WRIA. The parties shall thereafter take whatever separate legislative or other actions that may be necessary to timely address such individual responsibilities under the proposed budget, and shall have done so no later than December 1st of each such year.

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

8. **LATECOMERS**. A county or city government in King or Snohomish County lying wholly or partially within the management area of WRIA 8 and the Lake Washington-Cedar and Sammamish watershed basins and adjacent Puget Sound drainages which has not become a party to this Agreement within twelve (12) months of the effective date of this Agreement may become a party only with the written consent of all the parties. The provisions of Section 5 otherwise governing decisions of the ***WRIA 8 Forum*** shall not apply to Section 8. The parties and the county or city seeking to become a party shall jointly determine the terms and conditions under which the county or city may become a party. These terms and conditions shall include payment by such county or city to the parties of the amount determined jointly by the parties and the county or city to represent such county or city's fair and proportionate share of all costs

associated with activities undertaken by the ***WRIA 8 Forum*** and the parties on its behalf as of the date the county or city becomes a party. Any county or city that becomes a party pursuant to this section shall thereby assume the general rights and responsibilities of all other parties to this Agreement.

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

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

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

12. **VOLUNTARY AGREEMENT**. This is a voluntary agreement and it is acknowledged and agreed that, in entering into this Agreement, no party is committing to adopt or implement any actions or recommendations that may be contained in a ***WRIA-based Watershed Plan*** developed pursuant to this Agreement.

13. **NO PRECLUSION OF ACTIVITIES OR PROJECTS**. Nothing herein shall preclude any one or more of the parties to this Agreement from choosing or agreeing to fund or implement any work,

activities or projects associated with any of the purposes hereunder by separate agreement or action, provided that any such decision or agreement shall not impose any funding, participation or other obligation of any kind on any party to this Agreement which is not a party to such decision or agreement.

14. **NO THIRD PARTY RIGHTS.** Nothing contained in this Agreement is intended to, nor shall it be construed to, create any rights in any third party, including without limitation the ***WRIA 8 Steering Committee***, NMFS, USFWS, any agency or department of the United States, or the State of Washington, or to form the basis for any liability on the part of the ***WRIA 8 Forum*** or any of the parties, or their officers, elected officials, agents and employees, to any third party.

15. **AMENDMENTS.** This Agreement may be amended, altered or clarified only by the unanimous consent of the parties to this Agreement, represented by affirmative action by their legislative bodies.

16. **COUNTERPARTS**. This Agreement may be executed in counterparts.

17. **APPROVAL BY PARTIES' GOVERNING BODIES**. This Agreement has been approved for execution by appropriate action of each party's governing body.

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

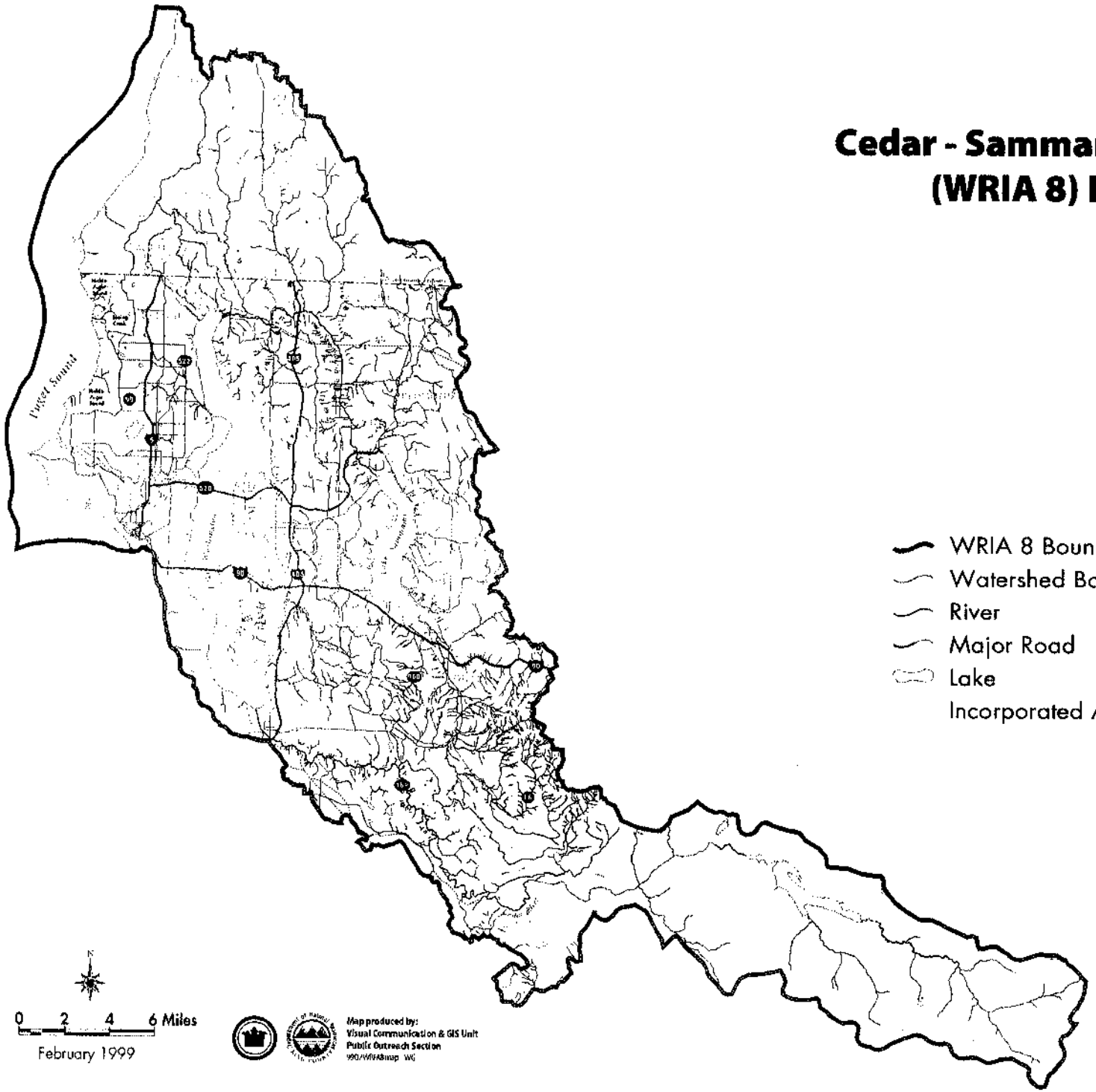
Approved as to form:	KING COUNTY
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Approved as to form:	CITY OF SHORELINE
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

ATTACHMENT B

WRIA 8 MAP

Cedar - Sammamish (WRIA 8) Base



ATTACHMENT C

REGIONAL WATERSHED FUNDING
WRIA Based Cost-share: WRIA 8 Only

Exhibit A

Regional Watershed Funding

WRIA Based Cost-share: WRIA 8 Only

Note: Does not include watershed assessment technical work

Total: $515,830 *

WRIA 08	Population (Pop)		Assessed Value (AV)		Area		Average of Pop / AV Area		WRIA 08
King Co. Portion:									King Co. Portion
1 Beaux Arts	0.0%	$127	0.0%	$195	0.0%	$82	0.0%	$135	1 Beaux Arts
2 Bellevue	10.8%	$46,790	13.2%	$57,032	7.1%	$30,932	10.4%	$44,918	2 Bellevue
3 Bothell	1.5%	$6,388	1.2%	$5,358	1.3%	$5,690	1.3%	$5,812	3 Bothell
4 Clyde Hill	0.3%	$1,270	0.6%	$2,477	0.2%	$1,050	0.4%	$1,599	4 Clyde Hill
5 Hunts Point	0.0%	$208	0.3%	$1,416	0.1%	$291	0.1%	$639	5 Hunts Point
6 Issaquah	1.0%	$4,463	1.2%	$5,343	1.9%	$8,312	1.4%	$6,039	6 Issaquah
7 Kenmore	1.7%	$7,564	1.3%	$5,582	1.4%	$6,233	1.5%	$6,460	7 Kenmore
8 Kent	0.1%	$560	0.0%	$31	0.1%	$499	0.1%	$363	8 Kent
9 King County (Uninc.)	18.8%	$81,287	13.4%	$58,206	52.5%	$227,175	28.2%	$122,223	9 King County (Uninc.)
10 Kirkland	4.6%	$19,765	4.6%	$19,863	2.5%	$10,623	3.9%	$16,750	10 Kirkland
11 Lake Forest Park	1.3%	$5,745	1.0%	$4,407	0.8%	$3,609	1.1%	$4,587	11 Lake Forest Park
12 Maple Valley	0.3%	$1,304	0.2%	$825	0.3%	$1,341	0.3%	$1,157	12 Maple Valley
13 Medina	0.3%	$1,295	1.1%	$4,757	0.3%	$1,434	0.6%	$2,496	13 Medina
14 Mercer Island	2.2%	$9,503	3.7%	$16,206	1.5%	$6,386	2.5%	$10,698	14 Mercer Island
15 Newcastle	0.9%	$3,791	0.7%	$2,974	1.0%	$4,510	0.9%	$3,758	15 Newcastle
16 Redmond	4.4%	$19,214	5.5%	$23,667	3.7%	$16,204	4.5%	$19,695	16 Redmond
17 Renton	3.0%	$12,913	2.5%	$10,863	2.4%	$10,179	2.6%	$11,318	17 Renton
18 Sammamish	2.8%	$12,046	3.1%	$13,534	4.66%	$20,188	3.5%	$15,256	18 Sammamish
19 Seattle	39.5%	$170,878	41.5%	$179,832	14.0%	$60,671	31.7%	$137,127	19 Seattle
20 Shoreline	5.3%	$22,924	3.3%	$14,191	2.7%	$11,509	3.7%	$16,208	20 Shoreline
22 Woodinville	1.0%	$4,516	1.1%	$4,930	1.3%	$5,695	1.2%	$5,047	22 Woodinville
23 Yarrow Point	0.1%	$432	0.3%	$1,287	0.1%	$365	0.2%	$695	23 Yarrow Point
							100.0%	*$433,000*	*KingCo. Sub-Total*
Snoh. Co. Portion									Snoh. Co. Portion
24 Bothell	4.8%	$3,990	5.7%	$4,738	6.3%	$5,210	5.6%	$4,646	24 Bothell
25 Brier	2.3%	$1,904	1.8%	$1,495	2.1%	$1,730	2.1%	$1,710	25 Brier
26 Edmonds	14.0%	$11,575	14.2%	$11,745	8.8%	$7,317	12.3%	$10,212	26 Edmonds
27 Everett	4.7%	$3,900	5.3%	$4,358	4.2%	$3,501	4.7%	$3,920	27 Everett
28 Lynnwood	12.0%	$9,935	11.7%	$9,680	7.6%	$6,279	10.4%	$8,632	28 Lynwood
29 Mill Creek	4.0%	$3,331	4.3%	$3,577	3.5%	$2,914	4.0%	$3,274	29 Mill Creek
30 Mountlake Terrace	7.3%	$6,077	4.9%	$4,048	4.1%	$3,360	5.4%	$4,495	30 Mountlake Terrace
31 Mukilteo	5.4%	$4,481	6.3%	$5,215	5.4%	$4,501	5.7%	$4,732	31 Mukilteo
32 Sno. Co. (Uninc.)	45.1%	$37,341	45.0%	$37,264	56.9%	$47,111	49.0%	$40,572	32 Snoh. Co. (Uninc.)
33 Woodway	0.4%	$297	0.9%	$708	1.1%	$907	0.8%	$637	33 Woodway
							100.0%	*$82,830*	*Snoh. Co. Sub-Total*
								$515,830	**TOTAL**

* Total Cost includes increased staffing for the Snohomish County portion of WRIA 8. This increase was determined based on the proportion of WRIA 8 Pop/AV/Area to Pop/AV/Area of King County in WRIA 8.

NOTE: King County land area excludes the Upper Cedar basin and the Alpine Lakes Wilderness