



MEDINA CITY COUNCIL

Tuesday, May 27, 2025

5:00 PM – STUDY SESSION
6:00 PM - REGULAR MEETING

AGENDA

VISION STATEMENT

Medina is a family-friendly, diverse and inclusive community on the shores of Lake Washington. With parks and open spaces, Medina is a quiet and safe small city, with active and highly-engaged residents. Medina honors its heritage while preserving its natural environment and resources for current and future generations.

MISSION STATEMENT

Ensure efficient delivery of quality public services, act as responsible stewards of Medina's financial and natural resources, celebrate diversity, leverage local talent, and promote the safety, health, and quality of life of those who live, work, and play in Medina.



MEDINA, WASHINGTON
MEDINA CITY COUNCIL
SPECIAL AND REGULAR MEETING

Hybrid - Virtual/In-Person
Medina City Hall – Council Chambers
501 Evergreen Point Road, Medina, WA 98039
Tuesday, May 27, 2025 – 5:00 PM

AGENDA

MAYOR | Jessica Rossman

DEPUTY MAYOR | Randy Reeves

COUNCIL MEMBERS | Joseph Brazen, Harini Gokul, Mac Johnston, Michael Luis, Heija Nunn

INTERIM CITY MANAGER | Jeff Swanson

CITY ATTORNEY | Jennifer S. Robertson

CITY CLERK | Aimee Kellerman

Hybrid Meeting Participation

The Medina City Council has moved to hybrid meetings, offering both in-person and online meeting participation. Medina City Council welcomes and encourages in-person public comments. To participate in person, please fill out a comment card upon arrival at City Hall and turn it in to the City Clerk. To participate online, please register your request with the City Clerk at 425.233.6411 or email akellerman@medina-wa.gov and leave a message before 2PM on the day of the Council meeting; please reference Public Comments for the Council meeting on your correspondence. The City Clerk will call you by name or telephone number when it is your turn to speak. You will be allotted 3 minutes for your comment and will be asked to stop when you reach the 3-minute limit. The city will also accept written comments to Council@medina-wa.gov at any time.

Join Zoom Meeting

<https://medina-wa.zoom.us/j/81961696176?pwd=WjRuK3ErVy9jdmttelAvek1VeHkzUT09>

Meeting ID: 819 6169 6176

Passcode: 689036

One tap mobile

+1 253 205 0468, 81961696176# US

1. **STUDY SESSION**

1.1 Business License Discussion

Recommendation: Discussion item only.

Staff Contact(s): Ryan Wagner, Finance & HR Director, Jennifer Robertson, City Attorney

Time Estimate: 50 minutes

The Regular Meeting will start at 6:00 PM.

2. **REGULAR MEETING - CALL TO ORDER / ROLL CALL**

Council Members Brazen, Gokul, Luis, Johnston, Nunn, Reeves, Rossman

3. **APPROVAL OF MEETING AGENDA**

4. **PUBLIC COMMENT PERIOD**

Individuals wishing to speak live during the Virtual City Council meeting may register their request with the City Clerk at 425.233.6411 or email akellerman@medina-wa.gov and leave a message **before 2PM** on the day of the Council meeting. Please reference Public Comments for the Council Meeting on your correspondence. The City Clerk will call on you by name or telephone number when it is your turn to speak. You will be allotted 3 minutes for your comment and will be asked to stop when you reach the 3-minute limit.

5. **PRESENTATIONS**

5.1 Presentation by Susan Pappalardo and Nancy Wenke Price on the new Bellevue Aquatics Center and the Mission of SPLASHForward

Time Estimate: 15 minutes

6. **CITY MANAGER'S REPORT**

None.

7. **CONSENT AGENDA**

Time Estimate: 5 minutes

Consent agenda items are considered to be routine and will be considered for adoption by one motion. There will be no separate discussion of these items unless a Councilmember or City staff requests the Council to remove an item from the consent agenda.

7.1 Exigy Consulting Invoice Approval – Interim City Manager

Recommendation: Approval of the Invoice for Payment

Staff Contact: Ryan Wagner, Finance/HR Director

8. LEGISLATIVE HEARING

None.

9. PUBLIC HEARING

[9.1](#) Public Hearing Middle Housing and Unit Lot Subdivision – continued from the May 12, 2025, City Council Meeting

Recommendation: Continue public hearings on both the middle housing and subdivision ordinances and adopt the ordinances as revised.

Staff Contact(s): Jonathan G. Kesler, AICP, Planning Manager, Jennifer S. Robertson, City Attorney and Kirsten S. Peterson, Senior Project Manager, SCJ Alliance

Time Estimate: 60 minutes

10. CITY BUSINESS

[10.1](#) City Manager Recruitment Update

Recommendation: Approve Updated Timeline.

Staff Contact: Ryan Wagner, Director of Finance/HR and Debbie Tarry, GMP Consultant

Time Estimate: 15 minutes

[10.2](#) Presentation and Approval of WRIA 8 Interlocal Agreement Renewal

Recommendation: Discussion and Direction.

Staff Contact: Ryan Osada, Public Works Director

Time Estimate: 20 minutes

11. REQUESTS FOR FUTURE AGENDA ITEMS

a) Requests for future agenda items.

12. PUBLIC COMMENT

Comment period is limited to 10 minutes. Speaker comments are limited to one minute per person.

13. ADJOURNMENT

Next regular City Council Meeting: June 9, 2025, at 5 PM.

ADDITIONAL INFORMATION

Public documents related to items on the open session portion of this agenda, which are distributed to the City Council less than 72 hours prior to the meeting, shall be available for public inspection at the time the documents are distributed to the Council. Documents are available for inspection at the City Clerk's office located in Medina City Hall.

The agenda items are accessible on the City's website at www.medina-wa.gov on Thursdays or Fridays prior to the Regular City Council Meeting.

In compliance with the Americans with Disabilities Act, if you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in this meeting, please contact the City Clerk's Office at (425) 233-6410 at least 48 hours prior to the meeting.

UPCOMING MEETINGS AND EVENTS

Monday, June 9, 2025 - City Council Meeting (5:00PM)

Thursday, June 19, 2025 - Juneteenth - City Hall Closed

Monday, June 23, 2025 - City Council Meeting (5:00PM)

Friday, July 4, 2025 - Independence Day - City Hall Closed

Monday, July 14, 2025 - City Council Meeting (5:00PM)

Monday, July 28, 2025 - City Council Meeting (5:00PM)

Monday, August 11, 2025 - City Council Meeting - Dark No Meeting

Monday, August 25, 2025 - City Council Meeting - Dark No Meeting

Monday, September 1, 2025 - Labor Day - City Hall Closed

Monday, September 8, 2025 - City Council Meeting (5:00PM)

Monday, September 22, 2025 - City Council Meeting (5:00PM)

Monday, October 13, 2025 - City Council Meeting (5:00PM)

Monday, October 27, 2025 - City Council Meeting (5:00PM)

Monday, November 10, 2025 - City Council Meeting (5:00PM)

Tuesday, November 11, 2025 - Veterans Day - City Hall Closed

Monday, November 24, 2025 - City Council Meeting (5:00PM)

Thursday, November 27, 2025 - Thanksgiving Holiday - City Hall Closed

Friday, November 28, 2025 - Day After Thanksgiving Holiday - City Hall Closed

Monday, December 8, 2025 - City Council Meeting (5:00PM)

Monday, December 22, 2025 - City Council Meeting (5:00PM)

Thursday, December 25, 2025 - Christmas Day - City Hall Closed

CERTIFICATION OF POSTING AGENDA

The agenda for Tuesday, May 27, 2025, Special and Regular Meeting of the Medina City Council was posted and available for review on Thursday, May 22, 2025, at City Hall of the City of Medina, 501 Evergreen Point Road, Medina, WA 98039. The agenda is also available on the city website at www.medina-wa.gov.



MEDINA, WASHINGTON

AGENDA BILL

Tuesday May 27th, 2025

Subject: Business License Discussion

Category: Study Session

Staff Contact(s): Ryan Wagner, Finance & HR Director, Jennifer Robertson, City Attorney

Summary

The purpose of this work session is to provide Council with a timeline update for Business Licensing, followed by a discussion and possible guidance to staff on the following action items.

- 1) License Origination and Renewal Fee Amount
- 2) Defining Business Activity as it Relates to Rental Properties
- 3) Should Medina Charge Late Fees for License Renewals

The Finance Director, City Attorney, and representatives from the Department of Revenue will be available to guide the discussion and to answer any questions.

Background

- During the first July meeting, Eric Jones from the Department of Revenue gave a presentation and answered questions on Business Licenses and their potential benefit to the city. At the second July meeting, Finance Director Ryan Wagner led a preliminary discussion with Council and was directed to bring back refined templates for discussion.
- During the September 23rd meeting, the Council voted to go forward with implementing Business Licenses.
- On March 10th, Council delegated the preparation of the Business License requirements to the Finance Committee.

Budget/Fiscal Impact: Budget Discussion, Staff Time Only for Business Licenses

Recommendation: N/A

City Manager Approval: N/A

Attachments:

- 1) Business License Discussion Information

The following is an outline of the meeting with time estimates.

Possible Introduction by the Department of Revenue – 5 Minutes

Work session on Business Licensing – 45 minutes

MEDINA BUSINESS LICENSES

Coming to Medina, starting October 2nd 2025

Let's consider the impact on Medina and local business



WHY PURSUE LICENSES?

- ☐ Licenses provide staff with a more complete understanding of who operates businesses within city limits.
- ☐ With this information, Medina can better communicate with local businesses.
- ☐ Simplified regulation of Medina City Code across various industries, with a defined process for approval/denial of licenses.
- ☐ Ability to isolate sales tax allocation for work done within Medina.
- ☐ Better resource management across city staff, parks, streets, and development services.

WHAT IS THE PROCESS?

- ☐ July of 2024 - The Department of Revenue held a presentation and discussion with the Council.
- ☐ September of 2024 – Council directed staff to start the process with the Department of Revenue.
- ☐ March of 2025 – Council directed Finance Committee to solidify business requirements to provide to the Department of Revenue.
- ☐ June of 2025 – City Attorney will bring the licensing ordinance to Council for consideration and possible action.
- ☐ August of 2025 – City staff will submit to the Department of Revenue any exempted businesses.
- ☐ October of 2025 – Businesses will be required to hold a Medina endorsement, after the “Go Live” date of October 2, 2025.
- ☐ December of 2026 – Businesses will be required to renew their Medina endorsement, which will be required on an annual cadence going forward.

HOW WILL WE NOTICE AND EDUCATE?

- ☐ An information page will be posted on the website.
- ☐ An article will be included in the summer newsletter.
- ☐ Flyers will be distributed to residents.
- ☐ Will require licenses for all permitted work in the city, and for all city contractors.
- ☐ Staff will notify all businesses with an active tax account located in Medina.

BUSINESS LICENSE REQUIREMENTS

WHO WILL BE REQUIRED TO GET A LICENSE?

- ☐ Medina will look to take an umbrella approach, requiring Business Licenses for all business done within city limits with limited exemptions.
- ☐ Businesses will be required to get separate endorsements for each business activity. An example of this would be if a resident runs both an accounting firm and a dog walking business out of the same address.
- ☐ Exemptions will include Charitable or Religious Institutions, Government Entities, Lemonade Stands or Other Minor Run Small Income Businesses.

Business License Types



- ☐ A **General Business License** is a broad type of license issued by a state or local government that grants a business the legal right to operate within a specific jurisdiction.
- ☐ A **Non-Resident Business License** allows businesses located outside a specific city or state to conduct business within that jurisdiction.
- ☐ A **Home Occupancy Business License**, also known as a home-based business license, is required for operating a business from your residence. This license ensures that the business activity complies with local regulations and doesn't disrupt the neighborhood.

- ☐ A **Rental Business License** is required for businesses renting real property, including residential dwellings and commercial buildings. One license typically covers all properties owned by the same legal entity.

WHAT ARE THE LICENSING PROCEDURES?

- ☐ When a business applies for a Medina License for the first time, the City will review the application before approval. When renewing a license, it will be set to auto approval.
- ☐ If a business changes its business activities, it will be required to go through the approval process again before a new endorsement is given.
- ☐ Any licenses that are not renewed within 120 days of expiration will be terminated automatically.
- ☐ The City has a right to deny, suspend, or revoke a Business License, which can be appealed. A few examples of reason a Business License could be denied/suspended/revoked are:
 - **Failure to comply with city ordinances:** A business may be denied a license if it doesn't meet requirements related to health, building, fire, or safety regulations.
 - **Zoning violations:** Operating a business in a location prohibited by zoning ordinances can lead to license denial.
 - **Criminal convictions:** A criminal history may make it difficult to obtain a business license.
 - **Failure to pay taxes or assessments:** Not paying business taxes or special assessments can also result in a license denial, suspension or revocation.
 - **Misrepresentation in the application:** Fraud or false information in the application may be grounds for denial, suspension or revocation.
 - **Failure to provide required information:** If the applicant doesn't provide necessary information, the city may deny the application.

WHAT INFORMATION DO BUSINESSES PROVIDE?

- Business Name
- Address
- Unique Business Identifier (UBI)
- First Date of Business
- Business Activity
- Revenue and Tax Information
- Number of Employees
- Whether the Physical Address is a Residence
- Exterior/Interior Modifications needed for the business
- If a contractor is a General or Specialty Contractor
- If they are providing a Utility Service
- Whether their business handles Hazardous Materials
- Whether or not they have an Emergency Alarm Service

WHEN DO YOU NEED TO RENEW?

- ☐ The First Renewal Date will require renewal no later than **12/31/2026**, with annual renewals after the first Renewal Date.

WHAT DECISIONS ARE STILL TO BE MADE?

1) Fee Type and Amount

- ☐ The current staff recommendation for a fee structure for the City would be a flat amount of \$100 for both the origination and renewal fee for all eligible businesses that are over the \$4,000/year revenue exemption threshold.
- ☐ The fee would be the same for all types of businesses, including General, Home Occupancy, Non-Resident, and potentially Rentals.
- ☐ Below are some examples of other Business License Fees in our area.

City	New License Fee	Renewal Fee	B&O	Employee Fee?
Bainbridge Is	\$74	same	yes	no
Bellevue	\$115	None	Yes	no
Carnation	\$75	same	no	no
Clyde Hill	\$25	same	no	no
Covington	\$65	same	no	no
Duvall	\$55	same	no	no
Issaquah	\$60	same	yes	no
Kirkland	\$100 + \$130 per FTE	same	no	yes
Mercer Island	\$30	same	yes	no
Mill Creek	\$50 - \$325	same	no	yes
Newcastle	\$31	same	no	no
Sammamish	\$15	same	no	no
Seattle	\$71 - \$3,126	same	yes	no
Tukwila	\$112 per FTE	same	no	yes
Woodinville	\$39	same	no	no

2) Should we charge Late Renewal Fees?

- ☐ Medina's staff recommends imposing a penalty fee on license delinquency of more than 30 days. The recommended fee would be \$50 and must be paid alongside the renewal fee for an endorsement renewal to be approved.

☐ RCW 19.02.085(1) Licensing fees—Business license delinquency fee—Rate—Disposition.

- (1) To encourage timely renewal by applicants, a business license delinquency fee is imposed on licensees who fail to renew by the business license expiration date. The business license delinquency fee must be the lesser of one hundred fifty dollars or fifty percent of a base comprised of the licensee's renewal fee minus corporate licensing taxes, corporation annual report fee, and any interest fees or penalties charged for late taxes or corporate renewals. The business license delinquency fee must be added to the renewal fee and paid by the licensee before a business license is renewed. The delinquency fee must be deposited in the business license account.

Note: BLS will not collect additional penalty fees on behalf of the City, therefore, the City would need to collect these itself

3) Defining Business Activity as it Relates to Rental Properties

- ☐ Staff recommendation is to require a rental unit endorsement for all property management companies and LLCs, but not for property owned and rented by an individual.
- ☐ For Rental endorsements, some cities require everyone renting/leasing a unit(s) to have a rental endorsement, and some do not. It may be helpful for Medina to look at the city endorsement page on DOR's [website](#). This link to our city endorsements will give you a better understanding of the differences between cities/counties and how they regulate their rental businesses.
- ☐ Examples of cities that have a rental endorsement and what their definition of a rental unit is:
- North Bonneville: Landlords that are renting or leasing real property such as a house, apartment or duplex permanently or temporarily located in the city for 30 days or more.
 - Tieton: Landlords that own, rent, lease, maintain, or have the right to use, or using, tangible personal property, intangible personal property, or real property permanently or temporarily located in the city and generating any income.
 - Kettle Falls: If your business has three or more rentals, a rental business endorsement is required. Landlords that own, rent, lease, maintain, or have the right to use, or using, tangible personal property, intangible personal property, or real property permanently or temporarily located in the city and generating any income. For more information, contact the city directly.
 - Mountlake Terrace: Landlords that offer residential rental units, home rentals, duplexes, apartments, and accessory dwelling units (ADUs will have an additional permit with the city). When a landlord registers for a business license only the rental business office location is required to be licensed.



May 20, 2025

Medina City Council

Dear Mayor Rossman, Deput Mayor Reeves, and Council Members,

On behalf of SPLASHForward, I invite the City of Medina to endorse our advocacy as we partner with our community to bring the next major public aquatic facility to the Eastside at Bellevue Airfield Park. The new Bellevue Aquatic Center will expand access to aquatics and make our community healthier, safer, and stronger. Everyone deserves access to a world-class facility and affordable essential life skills that can save lives.

With the site secured and the City of Bellevue entering the design phase, SPLASHForward is playing an important role in bringing **strategic leadership, partnership development, and key stakeholders to the table**. As we map our 130,000 sq ft concept plan to the site and bring programs like our *Every Second Grader Learns to Swim Program* to reality, we continue to lead capital partner discussions with the Bellevue School District, the Boys and Girls Clubs of Bellevue, and potential healthcare partners, and inform the operational sustainability of this new regional aquatic facility. **The City of Medina is an important stakeholder** in building community support to expand access to aquatics for all ages, abilities, and backgrounds.

We believe our endorsers help us attract funding to not only build the new Bellevue Aquatic Center but encourage community support in our role as **thought leaders in operational sustainability, in planning and executing a successful capital campaign, and building strong lasting community partnerships to create aquatic pathways and reduce barriers**. Ultimately, we are the community aquatics foundation that will ensure success beyond when the doors open.

We invite the City of Medina to **consider endorsing** our SPLASHForward advocacy which is a non-financial commitment. We are grateful for your consideration and would like you to consider the following benefits.

- The City of Medina is the voice and local leader for a community that lives on the shores of Lake Washington and knows firsthand the importance of water safety, the joy of water activities, and generational legacy.
- The City of Medina needs a front row seat as a stakeholder to any new public regional aquatic facility in Bellevue and be seen as a catalyst for others to support.
- The City of Medina will enjoy the many benefits of a new public year-round regional aquatics center with world class amenities, something for everyone including out of town visitors, and local events within an easy commute.

Many of us were exposed to aquatics at young ages with easy access to facilities. We need your voices at the table. The City of Bellevue is committed alongside SPLASHForward to make it happen and we want the City of Medina to be at the foundation of our community's support to build a facility that will serve generations of swimmers and save lives!

Respectfully yours,

Susan Pappalardo
SPLASHForward, President & Co-Founder



SPLASH*Forward*

Water for All | Water for Life



A place for All – The new Bellevue Aquatic Center

Expanding Aquatic Opportunities

May 29th, 2025

SPLASHForward is a WA State nonprofit and 501(c)(3) tax-exempt public charity



Agenda

- SPLASH*Forward* Mission, Vision & Role
- Our Initiatives & Community impact
- The new Bellevue Aquatic Center Status & Timeline
- Invitation to Endorse, Build Community Engagement & Support
- Questions & Answers



Poll



How many public pools are in King County (population 2.3 million)?

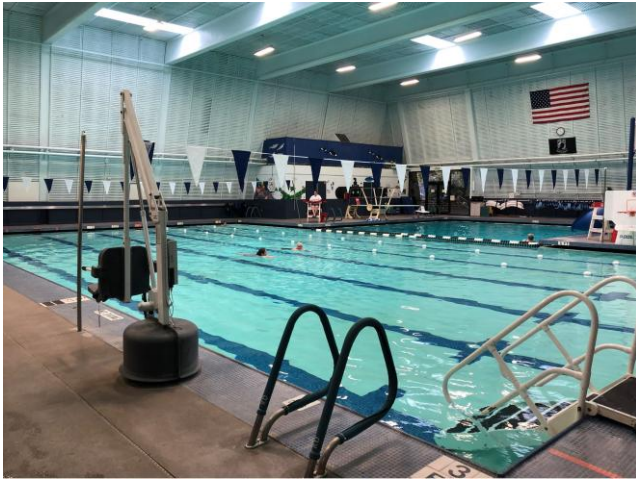
1. 16

2. 35

3. 42

4. 23

Poll



When was the last time a new public pool was built on the Eastside?

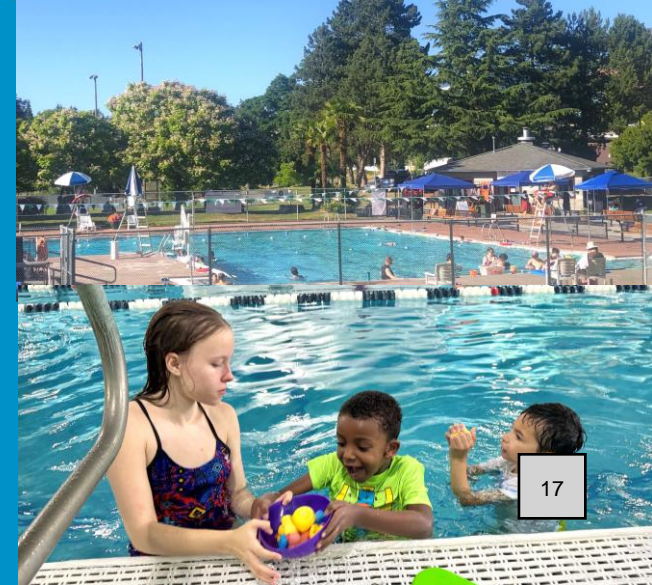
1. 22 yrs ago
2. 30 yrs ago
3. 55 yrs ago
4. 63 yrs ago

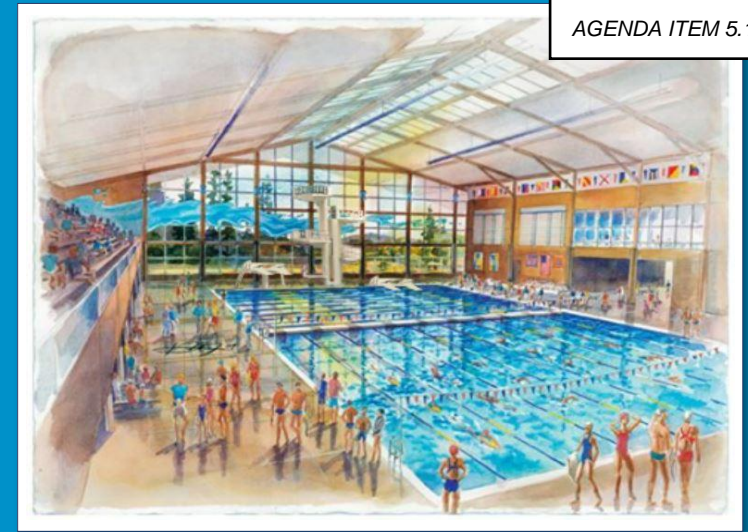
Did you know?

- We are below the National standard for aquatic facilities.
- Nationally communities average **one public pool per 50,000 residents**.
- We only have **3 year-round public pools** for **300,000 across Bellevue, Redmond, and Kirkland**.
- Even when pools are available, a **shortage of swim instructors, cost, and availability** prevents many families from enrolling in swim lessons.
- There is **no public pool** to host swim meets or water polo matches.



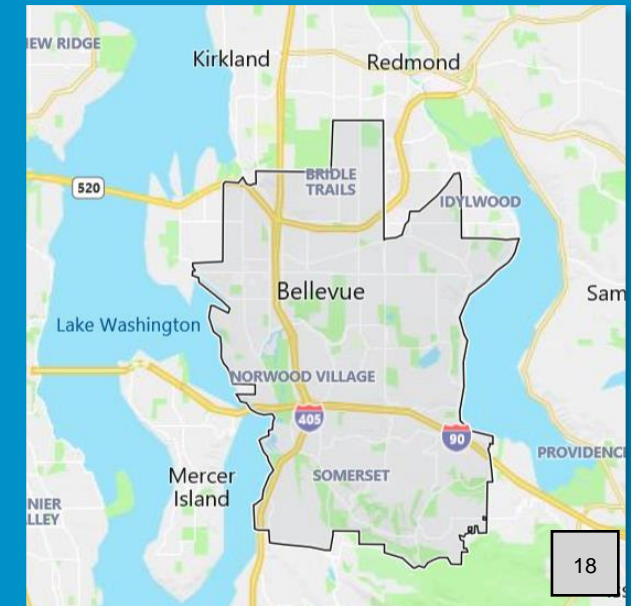
AGENDA ITEM 5.1





*Just as water is an essential requirement for life, public aquatic centers are essential to build **healthy, strong, and safe** communities.*

In a growing metropolitan area surrounded by water, everyone deserves access to vital water safety skills, joyful water experiences, and safe inclusive community spaces.



Mission & Vision



SPLASHForward
Water for All | Water for Life



Our mission is to build healthier, stronger, and safer communities by creating equitable access to aquatic facilities and programs that build essential life skills, inclusion, connection, and active lifestyles.

We envision a world where everyone is safe around water and has equitable access to best-in-class aquatic centers that are vibrant places of pride and inclusive for all.



[Vision Video – Everyone has a Water Story](#)



[Vision Video – Water Unites Us](#)

Momentum & Strong Partnerships

Once-in-a-generation public aquatic facility

First new public aquatic center on the Eastside in over 55 years

SPLASHForward & the City of Bellevue

- **SPLASHForward**
 - Private funding partner – MOU with the City
 - Fundraising Development resources
 - Developing partnerships – Bellevue School District, Boys & Girls Clubs of Bellevue, Health Care Partners
 - Holding the vision
 - Cultivating community support
- **City of Bellevue**
 - Site secured
 - Public funding in place for design phase

Critical Time for Community Health & Safety



The Eastside has added over **200,000** people since the 1970s, but **not a single new public aquatic facility**.



Bellevue expects to add **80,000+** residents in the next 20 years.



Regional swim lesson waitlist backlogs are **2 years+**.



“We are a city surrounded by water and learning to swim should be accessible to our community for generations to come. Recent drowning deaths demonstrate how incredibly important water safety is for everyone. *SPLASHForward* has been instrumental in shaping the vision and working with the City.” – *Jennifer Robertson, Former Bellevue City Council Member*



Our Turning Point: The New Bellevue Aquatic Center

Best-In-Class aquatic center

Regional community hub

Essential amenity for a growing metropolitan area



SPLASH*Forward* Vision

AGENDA ITEM 5.1

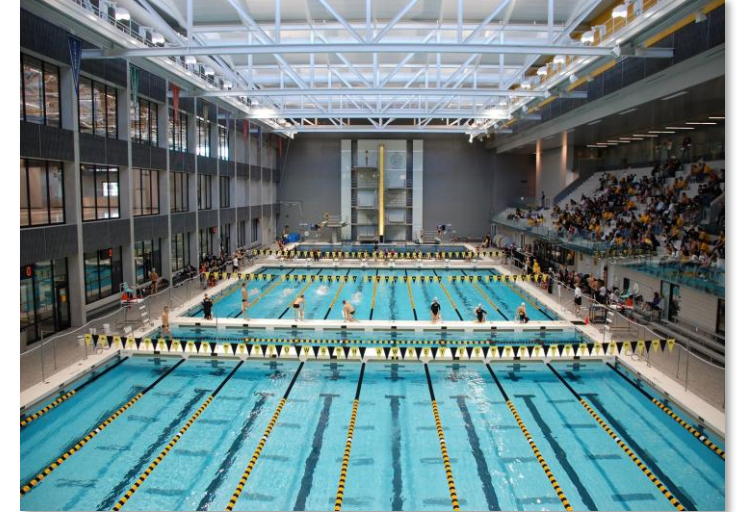
Learn To Swim / Water Safety



Family Time



Competition 50m (2 x 25m) + Deep Water Pool, Training, Events



Family Fun, Leisure Park



Water Therapy



Fitness



Lap Swim, Masters Swim, Triathlon Training



Programming for All Ages & Abilities



sample images on

The New Bellevue Aquatic Center

AGENDA ITEM 5.1

Concept Plan

\$125 Million (2021), 130,000 sq ft

- 50m x 25yd competition pool
 - 900 spectators/720 competitors
- Separate 6 lane 25yd Deep-Water Tank
- 25yd x 8-10 lane warm water Program and Teaching Pool
- 8,000 sf Leisure Pool
- 2,000-2,500 sf Wellness/Therapy Pool(s)
- Dry side spaces
 - Cardio/Strength/Fitness/Workout
 - Community Use Rooms
 - Lobby & Common Social Spaces
 - Other Flexible Spaces
- Local and Regional Competitions
- Parking for day to day and events (ample ADA)



Our Initiatives & Program Partnerships

- **HS Lifeguard Training Program** – *since 2021*
- **Camp SPLASH!** with Boys and Girls Clubs of Bellevue and Rainier Athletes – *since summer 2022*
- **After School Swim Lessons** with Boys and Girls Clubs of Bellevue – *since spring 2023*
- **Name Image and Likeness (NIL) with Piper Enge** – *May 2024*
- **Youth Ambassador Committee** – *Winter 2024*
- **Every 2nd Grader Learns to Swim Program** – *just launching*



Every 2nd Grader Learns to Swim

- Received \$2,500 grant from Kirkland Community Foundation
- Partners: LWSD, BSD, WAVE Aquatics, Nurturing Water Therapies, Cities of Kirkland & Bellevue
- Pilot Title I schools in 2026 – LWSD/John Muir, BSD/Stevenson



High School Lifeguard Training Program

- Free support to become a lifeguard or swim instructor
 - Skill Development, Certification, Job Resources, and Mentorship
- Skill Strengthening - Friday Night Teen Lifeguard Development, Overlake Golf & Tennis Club
- Student Lifeguard Workshops



SPLASH*Forward* Friday Night Teen Lifeguard Development Training

Feb. 28, March 28 & April 4
FREE PIZZA!



REGISTER NOW



SPLASH*Forward*
 Water for All | Water for Life





SPLASH Forward

Water for All | Water for Life

Become a lifeguard

Student Lifeguard Workshop

Join us to learn more about being a lifeguard and our
FREE HS lifeguard training program.

Bring a friend!

Tuesday, March 25th
Or Wednesday, April 2nd
5:30pm

Virtual over Zoom

Learn more & Register Today!

Middle & High School students welcome

Learn a lifesaving skill
& keep your
community safe
around water.









REGISTER TODAY

- 📋

Certification

Learn how to become a lifeguard
- 📚

Skill development

Learn lifesaving skills
- 💼

Job resources

Find out how to get a job
- 👨‍🏫

Mentorship

Learn from experienced lifeguards

#splash4wd

High School Lifeguard Training Program Impact Report 2024

WE'RE NOT JUST TRAINING LEAGUARDS, WE'RE BUILDING A SAFER COMMUNITY.

400+

High school students supported with swim development & resources

119

Grants Hill Lifeguard Students in 2024

297

Students trained since the program's inception, contributing to a safer community.

252 STUDENTS REGISTERED WITH OUR PROGRAM IN 2024

DEVELOPING SKILLS, LAUNCHING AQUATIC CAREERS

Launched Friday Night Teen Lifeguard Development Training

In partnership with the Bellevue Aquatic Center, Youth Life Skills can now take place during the Lifeguard Training prerequisite in a fun group environment prior to enrolling in a lifeguard certification class. Held monthly and with free pizza afterwards.



32

Students registered for our 3-day strengthening classes at Overlake Golf and Country Club

37

Students registered for our 3-Spring virtual Lifeguard Training Workshop

Our workshops, featuring Aquatic Managers, Lifeguard instructors, and Student Lifeguards, provided valuable insights about being a lifeguard, covering the certification process, and the importance of teamwork. The workshops highlight our support for region-wide training, covering certification costs, providing job resources, and swim skill development to ensure pathways for all interested students.



National Injury Prevention Day Student Lifeguard Training

To promote inclusive lifeguarding opportunities for King County students, particularly BIPOC youth, our **Drowning Prevention Collaborative** with the University of Washington, Seattle Children's Hospital, and Public Health - Seattle/King County hosted a virtual workshop for National Injury Prevention Day in 2022 and 2023. Interested students registered to become lifeguards with our program.



- Bellevue Civic Center
- Bellevue Aquatic Center
- Sammamish Swim & Diving Center
- Belmont Pool
- Meadowbrook Pool
- Evergreen Community Aquatic Center
- Covington Aquatic Center

OUR PARTNER POOLS

We are incredibly grateful for our partner facilities, who play a crucial role in delivering certification courses and training opportunities to our students. Their commitment to developing the next generation of lifeguards and their partnership is invaluable.

Weyerhaeuser King County Aquatic Center
 Federal Way Aquatic Center
 Evans Greenlee Pool
 Sargent Beach Pool
 Ballard Pool
 Tukwila Pool
 Harbor Meadow Pool
 Overlake Golf & Country Club, (Skill Strengthening class holder)



"I just really wanted to thank you and the SPLASH Forward Program for helping me become a lifeguard! I'd say it's taught me so much about getting a job, teamwork, time management, and also communication - even at school and a bunch of other places!" - SPLASH Forward High School Student







45

High School's from Bellevue, the Greater Eastside, Seattle, and South King County represented in 2024.

Newport High School - 6 Students
Bellevue High School - 20 Students
Sammamish High School - 8 Students
Interlake High School - 7 Students
International High School - 3 Students

"Being able to teach people to swim with the certification, and also being able to support my family with a job." -SPLASHS Forward High School Student

"I want to play a bigger part in my community with a job where I get to help people and keep them safe as they enjoy fun activities in the water." -SPLASHS Forward High School Student

68%
are also interested in becoming a swim instructor

92%
are interested in learning how to be a waterman with SPLASH Forward

45%
of students learn about our program from a friend

90%
know someone else who is a lifeguard

24%
of students either know someone who has been a lifeguard or themselves experienced a near-drowning

15+ students contributed over 75 volunteer hours to our community water safety activities, advocacy opportunities, and lifeguard workshops in 2024.

Students volunteering at our Learn about Becoming a Lifeguard table at CH2M24's In-Div. Day, 2024.

INVESTING IN THE FUTURE OF AQUATICS

With the support of generous sponsors in 2024, we invested nearly \$34,000 to certify students as Lifeguards and support swim instructor training. To maximize student engagement and development, we offered incentives such as refer a friend bonuses, travel bonuses, and stipends, including a \$200 stipend for student swim instructors partnering with the Boys and Girls Clubs of Bellevue and Sammamish Swim & Recreation Club in our 6 week after-school swim lesson program.

\$100-\$300

The cost range to certify students as lifeguards

Title Sponsor

amazon

Sustaining Sponsor

MOLATE LIFE

Rotary

Supporting Sponsor

Proliance

Seattle Children's

Public Health

Seattle's King County

Photo credit: Seattle Region

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#PLSavesLives

Youth Ambassador Committee

- Youth-led committee
- Cultivate youth ambassadors
- Bring student voices to our efforts and create opportunities for students to grow advocacy skills through a wide range of roles
 - Advocacy
 - Media
 - Government Awareness
 - Environmental Sustainability Advocacy



Bellevue Airfield Park – Site Secured

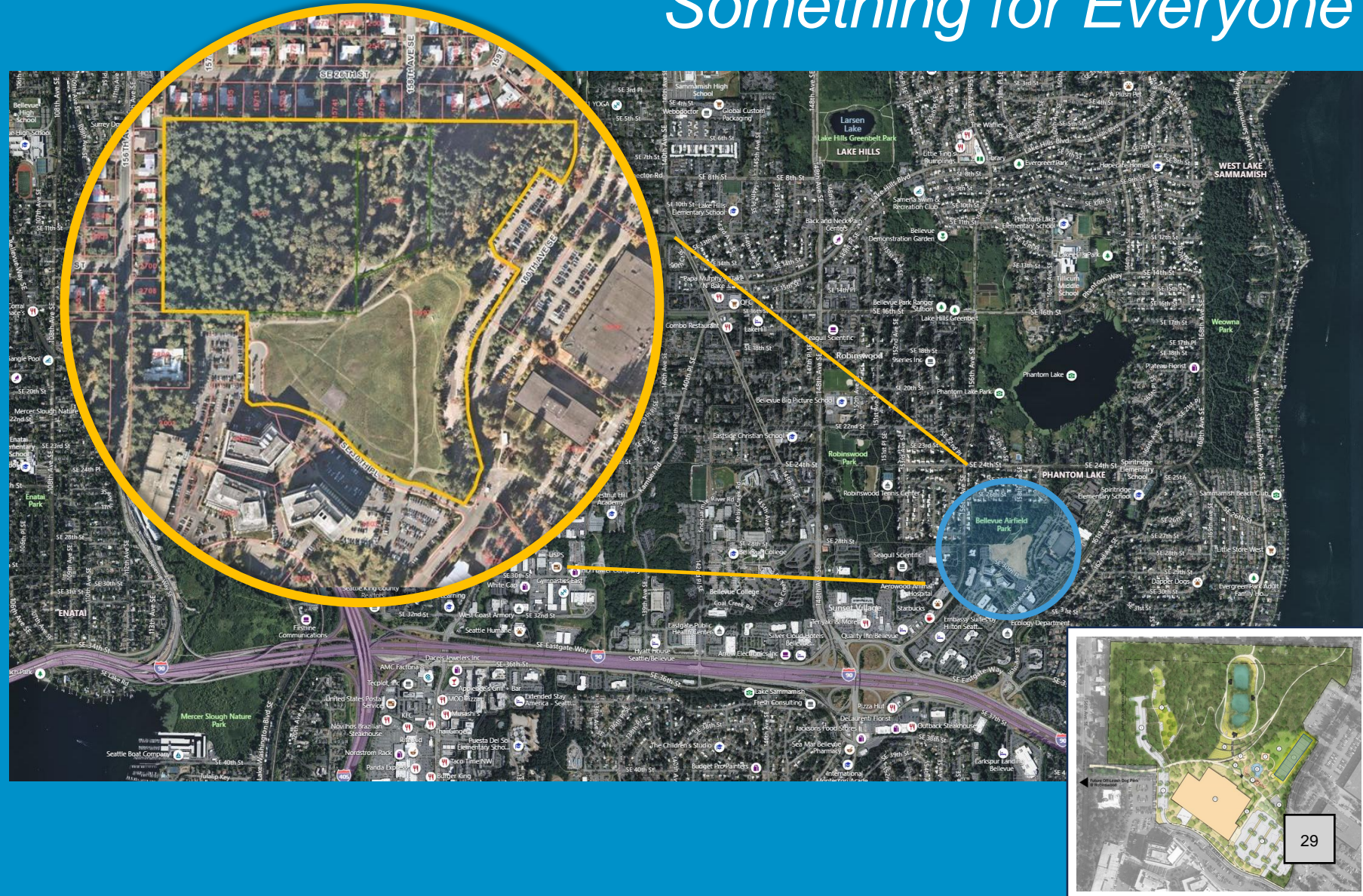
Something for Everyone

Site Benefits

- Multitude of indoor and outdoor usage scenarios
- Within Bellevue's most diverse neighborhoods
- Accessible by foot, bike, bus, light rail, car

Site Facts

- 27.5 acres
 - 16 acres wooded, 11.5 acres open
- Owned by City of Bellevue
- Eastgate Neighborhood
- Connects to Robinswood Park
- Centrally located to schools
- Near I-90 Eastgate Park & Ride



Master Plan for Bellevue Airfield Park

LEGEND:

- ① Parking Area
- ② Flexible Field
- ③ Playgrounds
- ④ Basketball Court
- ⑤ Pickleball Courts
- ⑥ Splash Pad
- ⑦ Picnic Area
- ⑧ Amphitheatre
- ⑨ Stormwater Area
- ⑩ Restrooms
- ⑪ Aquatic Center
- ⑫ Potential Pickleball Expansion



City Council Adopted Sept '24

Early SF Environmental Sustainability Vision

SPLASH Forward's vision for the new Bellevue Aquatic Center is well aligned with the principles of sustainable design and green opportunities for excellence. This facility aims to serve as a community resource, an exemplar of high-performance environmental design, and a sustainable business model where conscious operations will benefit generations to come. This early planning aligns with the people, planet, profit, and prosperity of triple bottom line sustainability across each of the Sustainable Bellevue Environmental Stewardship Plan five key focus areas, and beyond.

Early Environmental Sustainability Vision

Check our website or email sustainability@bellevuewa.gov for more

Climate Change

- SPLASH Forward is dedicated to design principles aimed at mitigating and adapting to climate change. Guided by building certifications such as LEED, Living Building Challenge, and WELL, people better live sustainably by focus on energy, water, health, wellness, and equity.
- Resilient design to support community functions, ensuring severe weather or emergency case.
- Low carbon power generation, design, or managed for "transparency".

Mobility & Land Use

- SPLASH Forward is paying close attention to the mobility and land use impacts of our new aquatic facility.
- Public Transportation Connection: The shore line must be easily accessible via public transportation and alternative modes like biking and walking.
- We will explore new opportunities for the City of Bellevue including partnership with King County Metro.
- Electric vehicle charging infrastructure: Target 20% of parking spaces to be for newly reflecting by goals in next 10 years lead to with energy storage.

Materials Management & Waste

- SPLASH Forward is targeting best in practice material specification and waste management.
- Developing waste management goals towards zero waste through composting, recycling, and reducing single-use plastics.
- Targeting high quality, durable value from construction practices.
- Emphasizing low embodied carbon footprint and building materials through:
 - Responsible assessment and environmental product declarations
 - Selecting healthy materials, and encouraging high volatile organic compounds (VOC) materials and other "low VOC" items.

Natural Systems & Water

- SPLASH Forward supports designing with water and green space in mind.
- Water Conservation:
 - Regenerative media to reduce backwash and replacement water.
 - Use of grey water and local production under climate management to reduce water loss to evaporation.
 - Optimizing irrigation for maximum water use.
 - Real-time water metering for irrigation or other non-potable uses.
 - Comprehensive water.
 - Native species to avoid irrigation and management of invasive species.
 - Connected to nearby parks and trails for programming.
 - Improvements and upgrades of naturalized landfill treatment systems.
 - Enhanced use addressed with limited impact to natural elements, including trees and birds.

Energy

- SPLASH Forward believes in designing for both energy efficiency and clean, renewable energy.
- Passive design:
 - Passive design: low carbon, heat recovery, and all electric heating and cooling design solutions.
 - Exploring latent heat recovery for pool and building heating via evaporative coils and other heat exchange technology as innovative design measures.
 - Designing responsible cultural lighting and minimized lighting emergency controls and LEDs.
 - Maximize use of natural control panel and building mechanical electrical systems.
 - Exploring renewable energy opportunities.

Stewardship (Plan) Enhancements

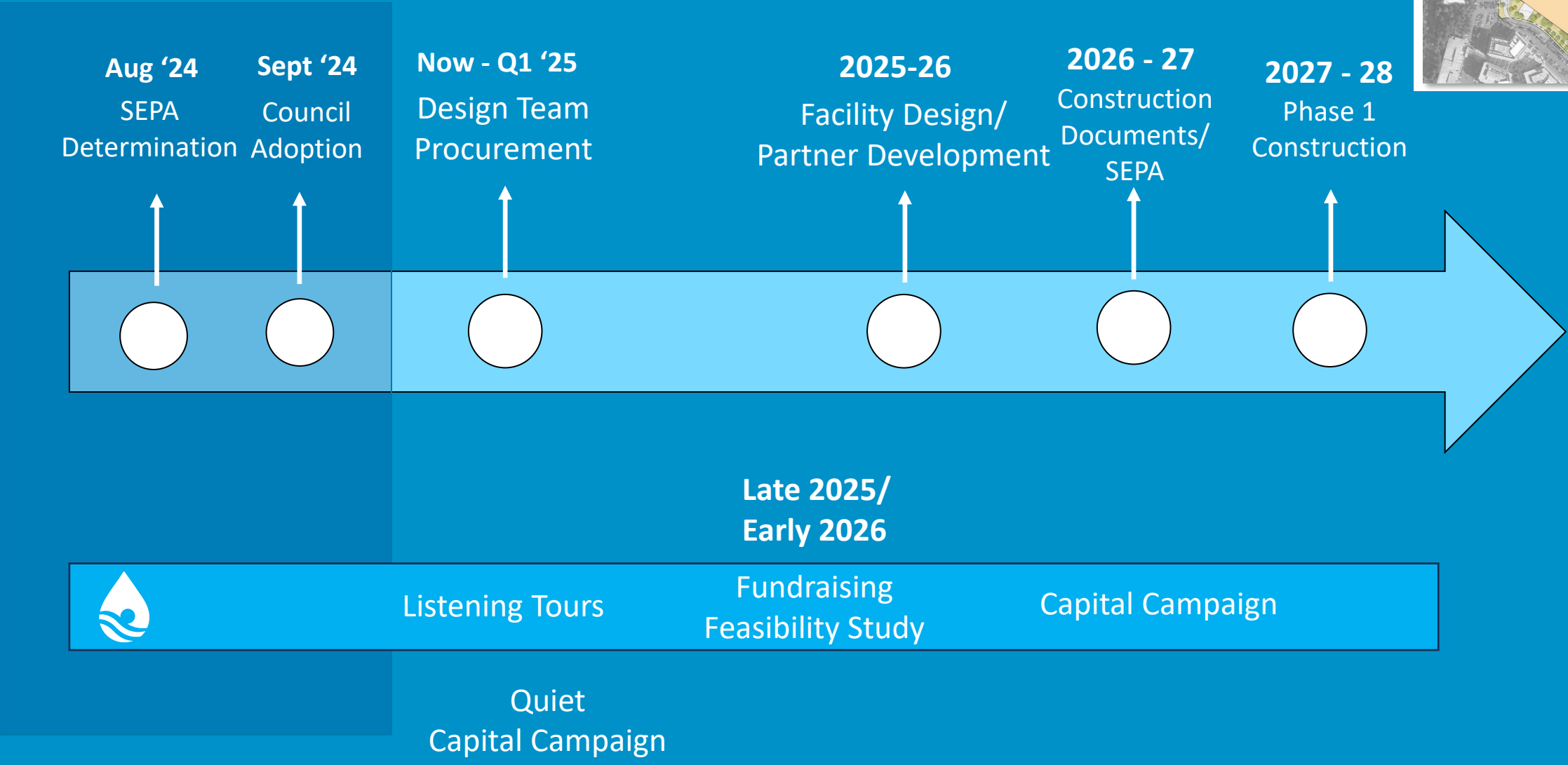
- SPLASH Forward needs to go beyond the City's Environmental Stewardship goals by incorporating:
 - Account and verify professional management expertise to optimize results for the facility.
 - Sustainability workshops and goal setting exercises with stakeholders to engage community within this approach.
 - Service as a community resource supporting health, wellness, education, and shelter for underserved populations: maximize and address performance across life with other resources, and risk design.
 - Active Healthy Building and other Consumer for Quality public health purification to complement actions and reduce chemical load while improving air quality, source capture, and other environmental remediation. Build dynamic studies on carbonation cleaning performance.

Big Picture Timeline

- 2020 - Aquatic Center Feasibility Study (City and SF)
- 2021 - Council directs Master Plan Update to explore aquatic center / SF MOU
- 2022
 - Master Plan Update - Community Input & Plan Refinement
 - Parks Board & City Council - Input & Review
- 2023
 - Master Plan Refinement & Recommendation
- 2024-25
 - State Environmental Protection Act Study (Determination Aug 2024)
 - Master Plan Adoption (Sept 2024)
 - ➔ ◦ Aquatic Center - Design Phase
 - SF Silent Lead Donor Campaign
- 2026 - 27
 - Aquatic Center - Design Phase
 - SF Fundraising Feasibility Study (Early 2026)
 - SF Capital Campaign (2027, Public)
 - Break Ground at Bellevue Airfield Park
- 2028 – 29 - Open Doors



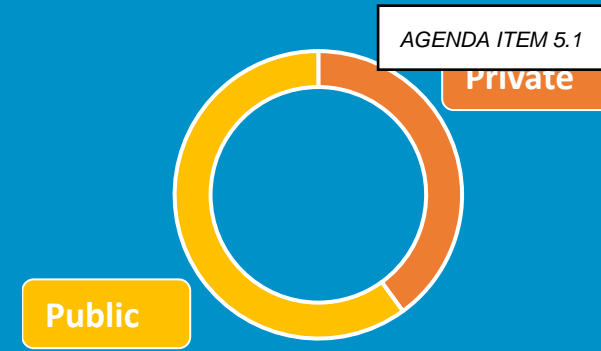
Next Steps in the Design Process



SEPA = State Environmental Policy Act Study

Funding Sources

Project Total = \$125M (2021)*



Public Sources

- **60 – 65% (\$75M - \$81M)**
- **General Public**
 - City of Bellevue, King County, State, Federal
 - Bellevue School District, Regional Cities
- **Public Institutional Partner**
 - **Corporate**, Health & Wellness
- *SPLASHForward* to assist developing partnerships and public grant funding

Private Sources (Capital Campaign)

- **35 – 40% (\$44M - \$50M)**
- **Individuals Donors**
- **Corporate, Business**
- **Philanthropic** (Grants, Foundations)
- **Community Partners**
- *SPLASHForward* to assess private fundraising capacity via feasibility study

** Update in progress with design development*

New Bellevue Aquatic Center

What is known

- *SPLASHForward* is the private funding partner – MOU with the City in '22
 - ROM target = \$44M – \$50M
- **~\$50M in 2008 Parks Levy** (still collecting, \$8M)
- **\$10M in 2022 Parks Levy** for Recreation/Community Facilities (Aquatic Center) for design phase
- **\$4M in City of Bellevue Budget** for architectural & engineering costs
- **~\$26M in City of Bellevue 2025-26 Biennial Budget**
- *SPLASHForward* **continues partner** vision development & facilitate discussions
 - Concept plan reflects Bellevue SD needs and objective in design elements
 - Exploring partnership models with Boys & Girls Clubs of Bellevue

New Bellevue Aquatic Center

What is not known yet?

- All capital partners
 - City of Bellevue, Bellevue School District, King County, *SPLASHForward/Private*, **Healthcare Partner(s)**, Corporate, State
- Refinement of concept plan to the site with capital and programming partner needs
- Final project cost projections
- Public funding mechanisms
 - Parks Measure, TOT (Transient Occupancy Tax), Grants (county, state, federal)
- Governance - City of Bellevue or 3rd Party or hybrid

SPLASH Forward

• Partnerships

- City of Bellevue - MOU as private fundraising partner; facility planning & design partner
- Partnership development with Bellevue School District and Boys and Girls Clubs of Bellevue
- Community & Partner Outreach & Development

• Advocacy/Regional Role

- Regional Advocacy and Aquatics Stakeholder
- King County Aquatic Facilities & Parks and Open Space Grant Advisory Committee
- Water Safety, Drowning Prevention, & Swim Equity Advocacy

• Private Fundraising

- Raised \$739,000+ since 2018 to fund operations, feasibility study reports, programs, and capital campaign planning
- Founders' Circle & Monthly Donor Circle



PACIFIC NORTHWEST SWIMMING



Seattle Children's
HOSPITAL • RESEARCH • FOUNDATION



BOYS & GIRLS CLUBS
OF BELLEVUE



PARKS
Your Big Backyard



SPLASHForward.org



Our Supporters & Endorsers



Invitation to Join Us

- Endorse and Support *SPLASHForward*
 - Our Mission and Initiatives
- The City of Medina's support will help to...
 1. Expand access to essential life skills and aquatic opportunities
 2. Act as a catalyst for others to support
 3. Support a year-round world class facility with multi-generational use and will save lives



Questions & Answers

We want to hear your thoughts, questions, ideas!



Thank you for listening!



Appendix

SPLASH*Forward* Roles & Objectives

Advocacy

- More Water on Eastside (55yrs!) – Bellevue Regional Facility + Satellite Facilities
- Expand Equitable and Affordable Access for All Ages, Abilities & Backgrounds through programs and facilities
- Build Awareness to Showcase Community Needs & Benefits
- Regional Advocate for New Public Pools & Water Safety
- Educate that an Operational Sustainable Revenue Model is Achievable Through Partnerships

Aquatics Stakeholder

- Thought Leader - Best In Class, Operational Sustainability, Programming Model, Financial Model, Economic Impact, Partnerships, Environmental Sustainability
- Bring Stakeholder Voices to the Table & Represent Community Needs
- Bellevue School District Partnership & Programming Advocate
- Foster Ongoing Partnerships w/ City, Community Organizations, Local Business, Corporate, Foundations, Institutions
- Develop Regional Partnerships

Private Funding Partner

- Identify Private Fundraising Sources and Targets; Assess Capacity through Feasibility Study
- Capital & On-going Program Funding Through Local, Regional, State, and National Sources
- Establish SPLASH*Forward* as a trusted funding partner
- Conduct a private Capital Campaign for the new Bellevue Aquatic Center

The Greater Eastside

City	2022 Population	Public Aquatics Facilities	Year Built	Community Programming	Competition Capable
Bellevue	153,900 (61,200)	1 indoor facility with 2 pools, 1 6-lane 25y with dive tank and a therapy pool (Bellevue Aquatic Center).	1970 Therapy Pool added 1992	Y	N
Redmond	75,270 (12,500)	1 indoor 6-lane 25 yard pool (Redmond Pool) *\$9.2M renovation 2019-20	1972	Y	Y*
Kirkland	92,107 (15,000)	1 indoor 6-lane 25 yard pool (Juanita Aquatic Center at Juanita High School).	1971	Y	Y*
		1 outdoor summer only L-shaped pool 6-lane, 25y (Peter Kirk Pool)	Late 1960's	Y	N
Mercer Island	25,780 (20,000)	1 indoor 6-lane 25 yard pool (Mary Wayte Pool).	1973	Y	Y*

Note: Population statistics do not include daytime population growth. Bellevue estimates 239,200 additional daytime workers (2018) and Redmond estimates 130,500 (2019).

** = bare minimum capabilities*



MEDINA, WASHINGTON

AGENDA BILL

Tuesday May 27th, 2025

Subject: Exigy Consulting Invoice Approval – Interim City Manager

Category: Consent

Staff Contacts: Ryan Wagner, Finance/HR Director

Summary

At the April 14th Business meeting, the Council entered in contract with Jeff Swanson to be the Interim City Manager until a permanent Manager could be hired.

Per the terms of the contract, billing for the first invoice will be for the following two periods.

April 15th – April 20th

April 21st – May 20th

- The first period will be prorated from the agreed monthly amount of \$19,293.51.
- The Finance Director has reviewed the invoice for accuracy and recommends approval.

Attachments: Exigy Invoice # 1285

Budget/Fiscal Impact: Outside of the 2025 budget

Recommendation: Approval of the Invoice for Payment

City Manager Approval: N/A

Exigy Consulting
 702 Spring St Apt W812
 Seattle, WA 98104 USA
 +1 3609759466
 www.exigyconsulting.com

Invoice 1285


BILL TO

City of Medina, WA

 DATE
 05/20/2025

 PLEASE PAY
 \$22,968.46

 DUE DATE
 05/20/2025

DATE	DESCRIPTION	QTY	RATE	AMOUNT
04/15/2025		10:00	0.00	0.00
04/16/2025		10:15	0.00	0.00
04/17/2025		10:00	0.00	0.00
04/18/2025		9:45	0.00	0.00
04/21/2025		10:30	0.00	0.00
04/22/2025		12:15	0.00	0.00
04/23/2025		9:00	0.00	0.00
04/24/2025		7:30	0.00	0.00
04/25/2025		6:15	0.00	0.00
04/28/2025		11:00	0.00	0.00
04/29/2025		9:15	0.00	0.00
04/30/2025		10:00	0.00	0.00
05/01/2025		9:30	0.00	0.00
05/02/2025		9:45	0.00	0.00
05/05/2025		4:30	0.00	0.00
05/06/2025		8:00	0.00	0.00
05/07/2025		11:00	0.00	0.00
05/08/2025		9:30	0.00	0.00
05/09/2025		7:30	0.00	0.00
05/12/2025		12:30	0.00	0.00
05/13/2025		9:30	0.00	0.00
05/14/2025		10:45	0.00	0.00
05/15/2025		10:00	0.00	0.00
05/16/2025		7:30	0.00	0.00
05/19/2025		10:30	0.00	0.00

DATE	DESCRIPTION	QTY	RATE	AMOUNT
05/20/2025	<p>Description: interim city manager services. Meetings with City Council, city staff, boards and commissions, constituents, and regional partners. Document review and email correspondence. Meeting preparation and facilitation.</p> <p>Proration for the period 4/15/2025 to 4/20/2025: (four working days out of 21) (\$19,293.51/21)*4 = \$3,674.95</p> <p>Fee for services for the period 4/21/2025 to 5/20/2025: \$19,293.51</p> <p>Total amount for 5/20/2025 invoice: \$22,968.46</p>	1:00	22,968.46	22,968.46
05/20/2025		8:00	0.00	0.00

TOTAL DUE

\$22,968.46

THANK YOU.



MEDINA, WASHINGTON

AGENDA BILL

Tuesday, May 27, 2025

Subject: Public Hearing Middle Housing and Unit Lot Subdivision – continued from the May 12, 2025, City Council Meeting

Category: Public Hearing

Staff Contact(s): Jonathan G. Kesler, AICP, Planning Manager, Jennifer S. Robertson, City Attorney and Kirsten S. Peterson, Senior Project Manager, SCJ Alliance

Summary:

The City Council is continuing to process the required land use code updates for Middle Housing. At the May 12th Council Meeting, the Council held a public hearing on the two draft ordinances (Middle Housing and Unit Lot Subdivisions). That hearing has remained open through the May 27th Council meeting. The Council will continue to take public comments and will review the comments from the Department of Commerce as well as changes directed by both the Council and the Planning Commission. The history of the legislation can be found in the May 12th Council packet for item 6.1 which is linked [here](#).

Comments from Dept. of Commerce. We received the draft comments on the Middle Housing Amendment Ordinances (Middle Housing and Unit Lot Subdivisions) from Lexine Long and the review staff at the Department of Commerce this week (see Exhibit 1). Overall, they expressed support for the Council's work and only issued two minor comments.

The first, more substantial, comment was about changing the definition of ADU in the Medina code to reflect that an ADU may be on the same lot as single-family homes but also on the same lot as duplex, triplex, townhome, or other housing units. Commerce recommended changing the definition in MMC 16.12.020 to align with [RCW 36.70A.696](#)(1). Staff have reached out to Commerce requesting that this not be required for Medina as changing the ADU definition as suggested by Commerce will create confusion in the code. This is because Medina is a Tier 3 city and is subject to a two-dwelling unit density requirement. The Council has elected to treat ADUs as middle housing units for density purposes. Therefore, ADUs are only allowed if the primary unit on a lot is a single-family housing unit. In that scenario, there can be up to two ADUs added. However, when the primary unit(s) on the lot are middle housing type units (like duplex, triplex, townhome, or cottage), ADUs are *not* allowed.

Commerce was amenable to Medina's position after a discussion by phone with staff. Commerce will issue an amended final letter reflecting this consensus which we hope to receive prior to the May 27th Council Meeting. If received, a copy of the letter will be provided to the Council.

The second comment was minor and regarded inclusion of a provision in the Medina ADU regulation to allow an ADU to be sited on a lot line if the lot line abuts a public alley. This is a requirement of State law. ([RCW 36.70A.681](#).1.i.) Staff has added language about property lines and ADUs when abutting a public alley as requested by Commerce. That change is found in Section 16 of the Ordinance at MMC 16.34.020.D.10 and provides:

10. Detached ADUs may be sited at a lot line if the lot line abuts a public alley, unless it is a public alley that the City regularly snow plows.

Revisions Directed by Council and Planning Commission. In addition to the one revision requested by Commerce, staff also updated the Ordinances based on feedback provided previously by both the Planning Commission and Council. These changes are set forth below and are highlighted in yellow in the Council materials for ease of review:

1. **Condos.** On May 12th, the Council directed staff to add language regarding condo sales. This was added at Section 12 in MMC 16.21.060 by adding a new Subsection “E” which provides:

E. The creation or sale of condominiums consistent with State law is allowed provided that the maximum condominium units created or sold on a lot (or on a parent lot in the case of a lot split or unit lot subdivision) is limited to the maximum dwelling units as set forth in this section.

2. **Attached units.** The Planning Commission directed that language be added to the Unit Lot Subdivision Ordinance establishing the minimum attachment standard for zero lot line, attached homes. That language was added at Section 7, MMC 16.73.095 by adding a new Subsection “C” which provides:

C. The common wall construction as described in this section, must be a minimum length of twenty-five percent of the total length of each unit, or fifteen feet, whichever is longer.

Next Steps. Council should review the three revisions which are outlined in this Agenda Bill and shown in the ordinances in yellow highlight. Council should also take any testimony as the public hearing was kept open from the May 12th Council meeting. If Council is ready to adopt both of the ordinances, it may do so using the motion below. If the Council would like to wait and adopt the ordinances at its June 9th Council meeting, it may do so. If Council would like these ordinances to be on the Consent Calendar for June 9th, it may also direct that action. June 9th is the last opportunity to adopt the ordinances at a regular council meeting to ensure that they are in effect prior to the June 30th deadline.

These proposed Ordinances meet and support Council’s priorities 2, 3 and 5.

Council Priorities:

1. Financial Stability and Accountability
2. **Quality Infrastructure**
3. **Efficient and Effective Government**
4. Public Safety and Health
5. **Neighborhood Character and Community Building**

Attachment(s)

Exhibit 1: Dept. of Commerce Comment Letter on the Middle Housing Amendment Ordinances

Exhibit 2: Revised Middle Housing Ordinance

Exhibit 3: Revised Short Lot Subdivision Ordinance

Budget/Fiscal Impact: None

Recommendation: Continue public hearings on both the middle housing and subdivision ordinances and adopt the ordinances as revised.

City Manager Approval: 

Proposed Council Motions:

"I move adoption the Ordinance No. XXX, amending the Medina Unified Development Code for consistency with the middle housing laws (to incorporate requirements in ESSHB 1110 and ESSB 2321 and accessory dwelling unit requirements in EHB 1337); making revisions to the following Sections of the Medina Municipal Code (MMC) 16.00.020, 16.12.040, 16.12.050, 16.12.140, 16.12.210, 16.12.220, 16.20.010, 16.20.020, 16.21.030, 16.21.060, 16.30.060, 16.34.020, adding a new section 16.30.090, and making a housekeeping change to 16.30.010; providing for severability and corrections; and establishing an effective date."

"I move adoption of Ordinance No. XXX, amending the Medina Unified Development Code to provide for zero lot line subdivisions consistent with the requirements of RCW 36.70A.635(5), amending Sections 16.12.130, 16.12.200, 16.73.020, 16.73.060, 16.73.080, 16.73.090, 16.73.100, 16.73.110, 16.73.120, 16.73.140 and 16.73.150 of the Medina Municipal Code (MMC) and creating a new Section 16.73.095 of the MMC, providing for severability and corrections; and establishing an effective date."

Time Estimate: 60 minutes



STATE OF WASHINGTON
DEPARTMENT OF COMMERCE

1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • 360-725-4000
www.commerce.wa.gov

May 22, 2025

City Council
City of Medina
c/o Jonathan Kesler
Senior Planner

Sent via electronic mail: jkesler@medina-wa.gov

Re: Review of Proposed Amendments to City of Medina Municipal Code

Dear Council Members,

Thank you for the opportunity to comment on proposed amendments to the City of Medina's (City) development regulations. Growth Management Services received the proposed amendments on March 25, 2025, and processed them with material identification number 2025-S-8221.

The draft amendments include proposed changes to the City's accessory dwelling unit (ADU), middle housing, and subdivision regulations.

We appreciate the City's efforts to amend its housing regulations and, based on our review of the proposed amendments, offer our comments and recommendations below:

Accessory Dwelling Units:

1. Proposed section MMC 16.12.020 does not include the other housing types within the definition of an accessory dwelling unit. As proposed, we do not believe this is consistent with [RCW 36.70A.696\(1\)](#), which defines an ADU located on the same lot as a single-family housing unit, duplex, triplex, townhome, or other housing unit. We recommend modifying the definition in MMC 16.12.020 to align with RCW 36.70A.696(1).
2. The draft amendments do not explicitly state detached ADUs may be sited at a lot line if the lot line abuts a public alley. For clarity, we encourage the city to modify MMC 16.34.020 to specify that detached ADUs may be sited at a lot line if the lot line abuts a public alley ([RCW 36.70A.681\(1\)\(i\)](#)).

Department of Commerce: Submittal ID 2025-S-8221

As a friendly reminder, copies of adopted amendments shall be submitted to Commerce within ten days after final adoption ([RCW 36.70A.106\(2\)](#)).

Please note that development regulation amendments related to middle housing and ADUs must be adopted on or before June 30, 2025. If the city does not adopt middle housing and/or ADU regulations consistent with state law on or before June 30, 2025, they will be preempted by state law. Please see our [fact sheet](#) regarding preemptive state laws for infill housing for additional information.

Again, we appreciate the opportunity to work with the City of Medina and provide comment on the proposed amendments. We are available for technical assistance and, if requested, can attend upcoming meetings with your Planning Commission and/or Council. If you wish to discuss any of the comments presented in this letter, you may reach me at Lexine.long@commerce.wa.gov or 360-480-4498.

Sincerely,



Lexine Long, AICP
Senior Planner
Growth Management Services

cc:

David Andersen, AICP, Managing Director, Growth Management Services
Valerie Smith, AICP, Deputy Managing Director, Growth Management Services
Ben Serr, AICP, Eastern Regional Manager, Growth Management Services
Carol Holman, MUP, Western Regional Manager, Growth Management Services
Anne Fritzel, AICP, Housing Section Manager, Growth Management Services
Lilith Vespier, AICP, Infill Housing Manager, Growth Management Services

CITY OF MEDINA, WASHINGTON

Ordinance No. **xxx**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MEDINA, WASHINGTON, AMENDING THE MEDINA UNIFIED DEVELOPMENT CODE FOR CONSISTENCY WITH THE MIDDLE HOUSING LAWS (TO INCORPORATE REQUIREMENTS IN ESSHB 1110 AND ESSB 2321 AND ACCESSORY DWELLING UNIT REQUIREMENTS IN EHB 1337); MAKING REVISIONS TO THE FOLLOWING SECTIONS OF THE MEDINA MUNICIPAL CODE (MMC) 16.00.020, 16.12.040, 16.12.050, 16.12.140, 16.12.210, 16.12.220, 16.20.010, 16.20.020, 16.21.030, 16.21.060, 16.30.060, 16.34.020, ADDING A NEW SECTION 16.30.090, AND MAKING A HOUSEKEEPING CHANGE TO 16.30.010; PROVIDING FOR SEVERABILITY AND CORRECTIONS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the State Legislature adopted legislation regarding middle housing (ESSHB 1110 and ESSB 2321) and imposed requirements on cities to bring their land use codes into compliance with that legislation; and

WHEREAS, Medina is classified as a “Tier 3 city” under the middle housing legislation and is required to have a compliant code by June 30, 2025; and

WHEREAS, the State legislature also adopted requirements for accessory dwelling units in EHB 1337 and imposed requirements on cities to bring their land use codes into compliance with that legislation by June 30, 2025; and

WHEREAS, under the middle housing legislation, Medina is required to allow two dwelling units on any lot that is zoned for residential development; and

WHEREAS, under the accessory dwelling unit legislation, Medina is required to allow up to two accessory dwelling units on certain residential lots with single-family homes, but only up to the density requirements in the middle housing legislation; and

WHEREAS, in order to ensure consistency between state law and the Medina Municipal Code (MMC), certain updates are required; and

WHEREAS, during the development of this Ordinance, the State Department of Commerce changed its guidance documents to cities numerous times, including as late as November of 2024; and

WHEREAS, the State Legislature continues to change housing laws and impose additional mandates on cities, therefore, Medina is implementing the requirements applicable as this Ordinance was being developed, but intends to continue to work on housing, planning, and development issues including considering additional revisions to the Medina Municipal Code; and

WHEREAS, this Ordinance is only one component of the Medina housing and development work plan and thus represents “phase one” of housing and land use updates; and

WHEREAS, the City Council intends that additional work will continue following the adoption of this Ordinance which may further change the codes as modified by this Ordinance; and

WHEREAS, a draft code update was provided to Commerce on January 31, 2025 for early review; and

WHEREAS, this Ordinance was submitted to the Department of Commerce for 60-day review on March 25, 2025; and

WHEREAS, on March 25, 2025, the City’s SEPA official issued a determination of nonsignificance for the proposed amendments, which was published and provided to the public in accordance with WAC 197-11-510, and there have been no appeals; and

WHEREAS, the Medina Planning Commission held eight (8) study sessions on this Ordinance and the Medina City Council held twelve (12) meetings where this Ordinance was discussed; and

WHEREAS, the City issued a Notice of Public Hearing for the proposed code amendment at least 15 days prior to the public hearing before the City’s Planning Commission which was published in the City’s official newspaper and provided to the public in accordance with Title 16 MMC; and

WHEREAS, following the public hearing, the Planning Commission voted to recommend approval of this Ordinance to the City Council; and

WHEREAS, the City Council reviewed this Ordinance along with the recommendation from the Planning Commission during its regularly meeting on April 28, 2025; and

WHEREAS, the City Council held a public hearing on this Ordinance on May 12, 2025 to take additional comment; and

WHEREAS, the City Council determines that it is in the public interest, safety and welfare to update its code as required by State law; **NOW, THEREFORE,**

THE CITY COUNCIL OF THE CITY OF MEDINA, WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. The above recitals are hereby adopted as findings in support of this Ordinance.

Section 2. Section 16.00.020 of the Medina Municipal Code is hereby amended to read as follows:

16.00.020. Statement of purpose.

- A. The UDC is a comprehensive set of regulations that governs the physical development of all land and water within the City of Medina, except where state-owned properties are exempt under state law, for the purpose of orderly

development within the community. The UDC consolidates the city's zoning, platting, environmental, construction and other development regulations into a one-book source with the goal of providing consistency between different regulations, and making the ability to find information related to development easier.

B. The primary purpose of the regulations under this title is to:

1. Encourage and guide development consistent with the goals, policies and intent of the Medina comprehensive plan;
2. Protect the community's ~~single-family~~ residential nature and the natural aesthetic quality of the community;
3. Address both natural and manmade environmental considerations as part of the project permitting processes;
4. Protect the public's health, safety and welfare as a whole and not create a duty of protecting any person or class of persons; and
5. Provide appropriate procedures for enforcement of the regulations of this title.

Section 3. Section 16.12.020 of the Medina Municipal Code is hereby amended to read as follows:

16.12.020. "A" definitions.

Abandoned means the knowing relinquishment of right or claim to the subject property or structure on that property.

Abandoned sign means a sign which no longer identifies or advertises a bona fide business, lessor, service, owner, product, or activity, and/or for which no legal owner can be found.

Access means a way or means of approach to provide vehicular or pedestrian physical entrance to a property.

Accessory means a use, activity, structure or part of a structure which is subordinate and incidental to the main activity or structure on the subject property.

Accessory building means a detached building, the use of which is incidental or secondary to that of the main building. If an accessory building contains bathroom facilities, a sink, food storage, and food preparation facilities it shall be considered an accessory dwelling unit.

Accessory dwelling unit means a dwelling unit subordinate to a single-family dwelling unit which is:

1. Located within the single-family dwelling unit (often referred to as an attached accessory dwelling unit or AADU); or
2. Located within an accessory building on the lot with a principal single-family dwelling (often referred to as an detached accessory dwelling unit or DADU).

An accessory dwelling unit that exceeds the size limitations set forth in MMC 16.34.020, is defined as a cottage, if detached, or as a duplex unit if attached to another dwelling unit.

Adjoining means property that touches or is directly across a street or private lane from the subject property.

Administrative Design Review means a development permit process whereby an application is reviewed, approved, or denied by the director or the director's designee based solely on objective design and development standards without a public predecision hearing, unless such review is otherwise required by state or federal law, or the structure is a designated landmark or historic district established under a local preservation ordinance. A city may utilize public meetings, hearings, or voluntary review boards to consider, recommend, or approve requests for variances from locally established design review standards.

Adult family home means a residential home in which a person or persons provide personal care, special care, room, and board to more than one but not more than six adults who are not related by blood or marriage to the person or persons providing the services; provided, however, any limitation on the number of residents resulting from this definition shall not be applied if it prohibits the city from making reasonable accommodations to disabled persons in order to afford such persons equal opportunity to use and enjoy a dwelling as required by the Fair Housing Amendments Act of 1988, 42 U.S.C. 3604(f)(3)(b).

Agriculture means the use of land for agricultural purposes including any one or more of farming, apiculture, horticulture, floriculture, and viticulture. "Agriculture" may not include using, keeping, raising or farming of any animal, and may not include farming marijuana regardless of whether farmed for medicinal, recreational or research purposes.

Alter or alteration means:

1. Any change, addition or modification in construction or occupancy.
2. When used with Chapter 16.50 MMC—any human-induced action which changes and/or impacts the existing conditions of a critical area or

buffer. Alterations include, but are not limited to, grading, filling, dredging, draining, channelizing, cutting of trees, clearing (vegetation), paving, construction, compaction, excavation, dumping, demolition, or any other activity that changes the character of the critical area.

Anadromous fish means fish that spawn and rear in fresh water and mature in the marine environment.

Ancillary facilities means the equipment required for operation of wireless communications, including, but not limited to, repeaters, radios, cabling, power meters, ventilation, generators, and other related equipment.

Ancillary use means a use essential for the proper and/or effective function of another use.

ANSI means the American National Standards Institute.

Antenna means an electrical conductor or group of electrical conductors that transmit or receive radio waves or microwaves.

Antenna, directional (or panel) means an antenna that receives and transmits signals in a directional pattern typically encompassing an arc of 120 degrees.

Antenna, omni-directional (or whip) means an antenna that receives and transmits signals in a 360-degree pattern, and which is four inches or less in diameter and 15 feet or less in height.

Antenna, parabolic (or dish) means a bowl-shaped device that receives and transmits signals in a specific directional pattern.

Antenna, tubular panel means an antenna which is 18 inches or less in diameter and less than eight feet in height, and which is capable of receiving or transmitting signals in a 360-degree pattern. This includes a configuration of multiple panel antennas located within a single shroud that gives the appearance of a single antenna.

Applicant means a person who applies for any permit or approval to do anything governed by this Code and who is the owner of the subject property, the authorized agent of the owner, or the city.

Arbor, bower, trellis means light, open, garden-type structures composed of vertical and/or horizontal elements without a room which may or may not attach to a building which is designed, established and installed as a part of the landscape of the property.

Arborist, city means a person appointed by the city manager or designee with the criteria that the person is a member of the American Society of Consulting Arborists

or similar professional organization and is an ISA certified arborist. The city arborist is responsible for evaluating trees according to the International Society of Arboriculture in evaluating hazardous trees in urban areas.

Auditor, county means the person defined in Chapter 36.22 RCW or the office of the person assigned such duties under the King County Charter.

Automobile mechanical repair means general repair, rebuilding, or recondition of engines, motor vehicles, or trailers including incidental repairs and replacement of parts and motor services. This does not include painting and body work.

Automobile service station means a place where petroleum products are kept for retail sales for automobiles and other motor vehicles and where repairs, washing, servicing, greasing, adjusting or equipping of automobiles or other motor vehicles may be performed; and where grease, anti-freeze, tires, spark-plugs and other automobile supplies may also be sold incidentally. For the purpose of this definition, the sale of associated sundry items and the sale of prepared foods for consumption off the premises may be allowed in conjunction therewith provided the gross floor area devoted to the sale of such sundry items and prepared foods does not exceed 160 square feet.

Section 4. Section 16.12.040 of the Medina Municipal Code is hereby amended to read as follows:

16.12.040. "C" definitions.

Caliper, tree means synonym for trunk diameter used to measure the size of nursery trees. Caliper measurement of the trunk is taken six inches above the ground up to and including four-inch caliper size. If the caliper at six inches above the ground exceeds four inches, the caliper is measured at 12 inches above the ground.

Carport means a building or structure or part thereof which is not wholly enclosed and is used for the parking or storage of passenger vehicles.

Channel migration zone (CMZ) means the lateral extent of active stream channel movement over the past 100 years. Evidence of active movement over the 100-year time frame can be inferred from aerial photos or from specific channel and valley bottom characteristics. A time frame of 100 years was chosen because aerial photos, maps and field evidence can be used to evaluate movement in this time. A CMZ is not typically present if the valley width is generally less than two bank full widths, is confined by terraces, no current or historical aerial photographic evidence exists of significant channel movement, and there is no field evidence of secondary channels with recent scour from stream flow or progressive bank erosion at meander bends. Areas separated from the active channel by legally existing artificial channel constraints that limit bank erosion and channel avulsion without hydraulic connections shall not be considered within the CMZ.

City means City of Medina.

Clearing means cutting, grubbing or removing vegetation or other organic plant material by physical, mechanical, chemical or any other similar means. For the purpose of this definition of clearing, "cutting" means the severing of the main trunk or stem of woody vegetation at any point.

Closed-record appeal means an administrative appeal on the record on a project permit application following an open-record hearing with no or limited new evidence or information allowed to be submitted and only appeal argument allowed.

Clubhouse means a building used by a club, being an association of persons with a common interest meeting periodically for shared activity.

Co-location means the use of a single support structure and/or site by more than one telecommunication carrier of wireless communication.

Commercial means the use of land, building or structure relating to the buying and selling of goods and services.

Compatible means a building, structure, activity or use that blends with, conforms to, or is harmonious with the surrounding ecological, physical, visual or cultural environment.

Compensatory mitigation means replacing project-induced critical area losses or impacts, and includes, but is not limited to, the following:

1. *Restoration.* Actions performed to reestablish critical area functional characteristics and processes that have been lost by alterations, activities, or catastrophic events within an area that no longer meets the definition of a critical area.
2. *Creation.* Actions performed to intentionally establish a critical area at a site where it did not formerly exist.
3. *Enhancement.* Actions performed to improve the condition of existing degraded critical areas so that the functions they provide are of a higher quality.

Comprehensive plan means the adopted Medina comprehensive plan, listing the goals and policies regarding land use within the city.

Conditional use, special use means a use permitted in a particular zone only upon showing that such use in a specified location will comply with all the conditions and standards for the location or operation of such use as specified and authorized by law.

Condominium means real property, portions of which are designated for separate ownership and the remainder of which is designated for common ownership solely by the owners of those portions. Real property is not a condominium unless the undivided interests in the common elements are vested in the unit owners, and unless a declaration and a survey map and plans have been recorded pursuant to chapter 64.34 RCW.

Coniferous trees means those trees that are called evergreen, have needles or scales for leaves, and bear seeds in protective cones. This includes conifer trees that lose their needles in the fall.

Contour line means the interconnection of points having the same height above sea level.

Cost of construction (including maintenance and repairs) means the true value in the open market of all work required to accomplish the proposed construction, as defined by the International Building Code for the purpose of computing building permit fees. The true value shall include reasonable true market values for the materials and labor and include normal contractor profit and overhead and design fees, but exclude Washington State and local sales taxes and permit fees.

~~*Cottage* means a detached single-family dwelling unit used as a secondary dwelling on a property.~~

Cottage housing means residential units on a lot with a common open space that either: (a) Is owned in common; or (b) has units owned as condominium units with property owned in common and a minimum of 20 percent of the lot size as open space. Cottages are limited in size to no more than 1,500 square feet of gross floor area with up to 250 square feet for an attached garage. If there are two or more cottages on a lot prior to subdivision or lot split, then the average gross floor area size across the multiple cottages shall be no more than 1,500 square feet, with up to 250 square feet of attached garage for each cottage.

Court means a space, open and unobstructed to the sky, located at or above grade level on a lot and bounded on three or more sides by walls or buildings.

Court of competent jurisdiction means the judicial body empowered to adjudicate the question under consideration.

Courtyard apartments means attached dwelling units arranged on two or three sides of a yard or court.

Critical areas means critical areas as defined in RCW 36.70A.030 and amendments thereto, and this title.

Section 5. Section 16.12.050 of the Medina Municipal Code is hereby amended to read as follows:

16.12.050. "D" definitions.

Day means calendar days.

Deciduous trees means perennial trees that lose all of their leaves at one time of the year.

Deck means a structure attached to a wall of a building designated, established, and/or installed to provide for entrance or exit, outdoor living, cooking, and/or recreation, some sides of which are open and which may or may not have a permanent overhead covering. (See definitions for "porch" and "veranda.")

Dedication means the deliberate appropriation of land by an owner for any general and public uses, reserving to himself or herself no other rights than such as are compatible with the full exercise and enjoyment of the public uses to which the property has been devoted.

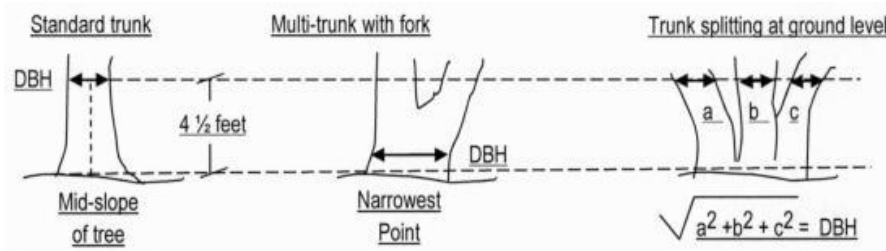
Development means a change in the use of any land, building, or structure for any purpose, and shall include the carrying out of any building, engineering construction or other operation in, on, over or under land, or the construction, addition or alteration of any building or structure.

Development permits means all permits and associated approvals administered by the city associated with development.

Development regulations means the controls placed on development or land use activities including but not limited to building codes, zoning, critical areas, shoreline master programs, official controls, and subdivisions, together with any amendments thereto.

Diameter breast height or DBH means the diameter measurement in inches of the outside bark of a tree trunk, measured at 4½ feet above the surrounding existing ground surface. The vertical measurement is taken at the mid-slope of the surrounding ground surface. The DBH for multi-trunk trees forking below the 4½-foot mark is determined by measuring the diameter of the tree trunk at the narrowest part of the main stem below the tree fork. The DBH for multi-trunk trees splitting at ground level is determined by taking the square root of the sum of all squared stem caliper. See Figures below.

Figures Measuring DBH



Diameter of replacement tree means the replacement tree diameter using caliper as the measurement. Multi-trunk trees shall be measured by taking one-half the caliper of up to the three largest trunks and summing them.

Director means the city manager or designee appointed by the city manager to administer this title or parts of this title.

Dispersion means a type of low impact development best management practice designed to release surface and stormwater runoff such that the flow spreads over a wide area and is located so as not to allow flow to concentrate anywhere upstream of a drainage channel with erodible underlying granular soils.

Division of land means any segregation of land that creates lots, tracts, parcels, or sites not otherwise exempted by this title that alters or affects the shape, size or legal description of any part of the owner's land.

Domesticated animal or pet has the meaning and status assigned in MMC 6.04.005.

Drainage facility means the system of collecting, conveying and storing surface and storm runoff. Drainage facilities shall include but not be limited to all surface and stormwater runoff conveyance and containment facilities including streams, pipelines, channels, ditches, infiltration facilities, retention/detention facilities, and other drainage structures and appurtenances.

Driveway means an area of the subject property designed to provide vehicular access to a parking area or structure contained on the subject property.

Driveway apron means that portion of a driveway connecting to a public roadway or to a private lane. The driveway apron provides a transition between the street, driveway, and sidewalk (if present).

Duplex means a residential building with two attached dwelling units.

Dwelling means a building used or intended for residential occupancy.

Dwelling unit means one or more rooms or structures providing complete, independent living facilities for one family, including permanent provisions for living, sleeping, cooking and sanitation.

Section 6. Section 16.12.140 of the Medina Municipal Code is hereby amended to read as follows:

16.12.140. "M" definitions.

Major transit stop means:

1. A stop on a high capacity transportation system funded or expanded under the provisions of chapter 81.104 RCW;
2. Commuter rail stops;
3. Stops on rail or fixed guideway systems;
4. Stops on bus rapid transit routes, including those stops that are under construction.

Manufactured home means a single-family dwelling required to be built in accordance with regulations adopted under the National Manufactured Housing Construction and Safety Standards Act of 1974 (42 U.S.C. 5401 et seq.).

Marijuana use includes the following:

1. *Marijuana cooperative* means the same as described in RCW 69.51A.250 and amendments thereto;
2. *Marijuana processor* means a person or entity who processes marijuana into usable marijuana and marijuana-infused products, packages and labels usable marijuana and marijuana-infused products for sale in retail outlets, and sells usable marijuana and marijuana-infused products at wholesale to marijuana retailers;
3. *Marijuana producer* means a person or entity who produces and sells marijuana at wholesale to marijuana processors and other marijuana producers;
4. *Marijuana retailer* means a person or entity who sells usable marijuana and marijuana-infused products in a retail outlet;
5. *Marijuana researcher* means a person or entity licensed to produce, process, and possess marijuana for limited research purposes pursuant to RCW 69.50.372.

The terms in RCW 69.50.101, and amendments thereto, shall be used to interpret further the meaning of marijuana use.

Mechanical equipment means any machine or system containing moving parts such as motors, valves, relay switches, compressors, fans or similar components, including but not limited to those used to circulate and/or condition air, water, refrigerant, effluent or products of combustion.

Medina tree fund means a fund established by the city for the financial mitigation for tree removal consistent with Chapter 16.52 MMC. The fund is to be used to plant trees on public lands as deemed appropriate by the city manager or designee. In addition, the fund may be used to maintain public trees, develop a

community tree management plan, and to pay costs related to the city arborist or other consultants to carry out the purposes of the Medina tree code (Chapter 16.52 MMC).

Middle Housing means buildings that are compatible in scale, form, and character with single-family houses and contain two or more attached, stacked, or clustered homes including duplexes, triplexes, fourplexes, fiveplexes, sixplexes, townhouses, stacked flats, courtyard apartments, and cottage housing. Medina will implement the housing requirements applicable to Tier 3 cities.

Mitigation means avoiding, minimizing or compensating for adverse critical areas impacts. Mitigation, in the following order of preference, is:

1. Avoiding the impact altogether by not taking a certain action or parts of an action;
2. Minimizing impacts by limiting the degree or magnitude of the action and its implementation, by using appropriate technology, or by taking affirmative steps, such as project redesign, relocation, or timing, to avoid or reduce impacts;
3. Rectifying the impact to wetlands and habitat conservation areas by repairing, rehabilitating or restoring the affected environment to the conditions existing at the time of the initiation of the project;
4. Minimizing or eliminating the hazard by restoring or stabilizing the hazard area through engineered or other methods;
5. Reducing or eliminating the impact or hazard over time by preservation and maintenance operations during the life of the action;
6. Compensating for the impact to wetlands and habitat conservation areas by replacing, enhancing, or providing substitute resources or environments; and
7. Monitoring the hazard or other required mitigation and taking remedial action when necessary.

Mitigation for individual actions may include a combination of the above measures.

MMC means Medina Municipal Code as adopted pursuant to Chapter 1.01 MMC.

Monopole means a single upright pole, engineered to be self-supporting that does not require lateral cross supports and is sunk into the ground and/or attached to a foundation.

Section 7. Section 16.12.210 of the Medina Municipal Code is hereby amended to read as follows:

16.12.210. "T" definitions.

Target, when used for assessing hazard trees, means people, property or activities that could be injured, damaged, or disrupted by a tree.

Target, likelihood of impact means the chance of a target being impacted by a failed part of a tree. The likelihood of impacting a target can be categorized as follows:

1. *Very low.* The chance of the failed tree or branch impacting the specific target is remote;

2. *Low.* It is not likely that the failed tree or branch will impact the target;
3. *Medium.* The failed tree or branch may or may not impact the target, with nearly equal likelihood; or
4. *High.* The failed tree or branch will most likely impact the target.

in evaluating the likelihood of impacting a target, the occupancy rate of the target and any factors that could affect the failed tree as it falls towards the target shall be used in determining the likelihood of impact.

Temporary public facility means a land use and/or facilities owned, operated, and maintained temporarily by a city government agency, a public or nonprofit school, or religious organization.

Terrace means a level platform or shelf of earth supported on one or more faces by a wall, bank of turf, stable inclined grades, or the like.

Tier 3 City means a city with a population of less than 25,000 that is within a contiguous urban growth area with the largest city in a country with a population of more than 275,000, based on 2020 Office of Financial Management population estimates. The City of Medina is classified as a Tier 3 city.

Title report means the written analysis of the status of title to real property, including a property description, names of titleholders and how title is held (joint tenancy, etc.), encumbrances (mortgages, liens, deeds of trusts, recorded judgments), and real property taxes due.

Townhouses means buildings that contain three or more attached single-family dwelling units that extend from foundation to roof and that have a yard or public way on not less than two sides.

Tract means an extended area of land reserved exclusively for a special use such as open space, surface water retention, utilities, or access. Tracts reserved for a special use are not considered building sites.

Transitional housing means one or more dwelling units owned, operated, or managed by a nonprofit organization or governmental entity in which supportive services are provided to individuals and families that were formerly homeless, with the intent to stabilize them and move them to permanent housing within a period of not more than 24 months, or longer if the program is limited to tenants within a specified age range or the program is intended for tenants in need of time to complete and transition from educational or training or service programs.

Treasurer, county means the person defined in Chapter 36.40 RCW, or the office of the person assigned such duties under the King County Charter.

Treatment best management practice means a facility designed to remove pollutants contained in stormwater. Some methods of pollutant removal include sedimentation/settling, filtration, plant uptake, and bacterial decomposition. Treatment BMPs include, but are not limited to: vegetated filter strips, oil and water separators, biofiltration swales, and linear sand filters. Further information can be found in the stormwater manual adopted under MMC 13.06.020.

Tree means a self-supporting woody perennial plant, excluding a bush or shrub.

Tree, dead means a tree that is no longer alive, has been removed beyond repair, or is in an advanced state of decline (where an insufficient amount of live tissue, green leaves, limbs or branches exists to sustain life) and has been determined to be in such a state by a certified arborist during a nondormant or other natural stage of the tree that would minimize the likelihood that the tree would be mistakenly identified as being in such a dead state.

Tree, hedge means a row of smaller trees planted close together and growing in a dense continuous line 20 feet in length or longer that form a thicket barrier.

Tree protection zone means area identified by the director in which no soil disturbances are permitted and activities are restricted.

Tree, right-of-way means a tree with at least two-thirds of its trunk diameter on public right-of-way.

Tree risk means the combination of the likelihood of an event and the severity of the potential consequences. In the context of trees, risk is the likelihood of a conflict or tree failure occurring and affecting a target and the severity of the associated consequences: personal injury, property damage, or disruption of activities. Risk is evaluated by categorizing or quantifying both the likelihood (probability) of occurrence and the severity of the consequences.

Tree species means group of trees that resemble each other closely and interbreed freely.

Tree topping means an inappropriate technique to reduce tree size that cuts through a stem more than two years old at an indiscriminate location.

Truck gardening means the same as "market gardens," which is the small-scale production of fruits, vegetables and flowers, frequently sold directly to consumers.

Section 8. Section 16.12.220 of the Medina Municipal Code is hereby amended to read as follows:

16.12.220. "U" definitions.

UDC means Unified Development Code as set forth in this title.

Uncovered means, when used in conjunction with a structure such as decks, stairs, patios, etc., open above and without cover.

Unit means a dwelling unit of any type.

Unit density means the number of dwelling units allowed on a lot, regardless of lot size.

Use means any activity, occupation, business or operation carried out, or intended to be carried on, in a building or other structure or on a parcel of land.

Use, accessory. See definition of "accessory."

Use, principal means the main or primary purpose for which a building, other structure and/or lot is designed, arranged, or intended, or for which may be used, occupied or maintained under the Medina Municipal Code.

Utility support structure means poles that support street lights, and poles used to support electrical, telephone, cable or other similar facilities. These poles are typically constructed of wood, steel, concrete and composite materials.

Section 9. Section 16.20.010 of the Medina Municipal Code is hereby amended to read as follows:

16.20.010. Comprehensive plan and zoning.

- A. The comprehensive plan establishes a community vision for a high-quality ~~single-family~~ residential setting and the coordinating goals and policies that support this vision. Development regulations implement the comprehensive plan by specifying how and for what purpose each parcel of land may be used.
- B. Table 16.20.010 prescribes the relationship between the comprehensive plan and zoning designations by identifying the comprehensive plan land use designation and the corresponding implementing zoning designations.

Table 16.20.010: Comprehensive Plan and Zoning

Comprehensive Plan Land Use Designation	Implementing Zone Designations
Single-family <u>residential Residential,</u> <u>including single-family.</u>	Single-family residence <u>Residential</u> —R16
	Single-family residence <u>Residential</u> —R20

<u>duplexes, stacked flats, courtyard apartments, and cottage housing.</u>	Single-family residence <u>Residential</u> —R30
	Suburban gardening residential—SR30
Local business	Single-family residence <u>Residential</u> —R16
	Suburban gardening residential—SR30
	Neighborhood auto servicing
Public facility	Single-family residence <u>Residential</u> —R16
	Parks and public places
School/institution	Parks and public places
Utility	All
Park	All
Open space	All

Section 10. Section 16.20.020 of the Medina Municipal Code is hereby amended to read as follows:

16.20.020. Adoption of official zoning map.

- A. The zoning map adopted by Ordinance No. 907, and amendments thereto, shall serve as the City of Medina official zoning map. Said map and all notations, references, data and other information shown on the official zoning map are adopted and made part of the UDC.
- B. The city is divided into the following zoning districts with the map symbols shown in parentheses, and which are shown on the official zoning map:
 - 1. ~~Single-family residence~~ Residential R16 (R-16);
 - 2. ~~Single-family residence~~ Residential R20 (R-20);
 - 3. ~~Single-family residence~~ Residential R30 (R-30);
 - 4. Suburban gardening residential SR30 (SR-30);
 - 5. Neighborhood auto servicing (N-A); and

6. Park and public places (Public).
- C. The following special zoning map overlays with the map symbols shown in parentheses are established and shown on the official zoning map:
1. Neighborhood character preservation district—Medina Heights (Medina Heights); and
 2. Planned land use development (PLUD).
- D. In addition to the zoning districts and special zoning map overlays, a primary state highway designation shall apply to the SR 520 right-of-way and be shown on the official zoning map (state ROW).

Section 11. Section 16.21.030 of the Medina Municipal Code is hereby amended to read as follows:

16.21.030. Use table.

Table 16.21.030 establishes those uses which are permitted, those uses subject to specific development standards, and those uses requiring special approval and that are prohibited within each zoning district.

Table 16.21.030: Land Use Table

Uses	R-16 Zone	R-20 Zone	R-30 Zone	SR-30 Zone	NA Zone	Public Zone
Residential Uses						
Accessory dwelling units	P	P	P	P	P	P
Accessory recreational facilities	A	A	A	A	A	A
Accessory recreational facilities—Minor	L	L	L	L	L	L
Accessory uses—On-site	P	P	P	P	P	P
Accessory uses—Off-site	L	L	L	L	L	L
Adult family home	L	L	L	L	L	L
Detached, single-family dwelling	P	P	P	P	P	P
Family day care home	L	L	L	L	L	L

Manufactured home	L	L	L	L	L	L
<u>Low rise apartments</u>	=	=	=	=	=	=
<u>Duplex</u>	P	P	P	P	P	P
<u>Stacked flats</u>	P	P	P	P	P	P
<u>Cottage housing</u>	P	P	P	P	P	P
<u>Courtyard apartments</u>	P	P	P	P	P	P
Permanent supportive housing	L	L	L	L	L	L
Transitional housing	L	L	L	L	L	L
<u>Short term rental</u>	=	=	=	=	=	=
<u>Townhouses</u>	=	=	=	=	=	=
Nonresidential Uses						
Automobile service station					L	
Automobile mechanical repair					L	
Commercial horticulture/truck gardening/agriculture, excluding the raising of animals				L		
Clubhouse—Public/private		SU				SU
Golf course		SU				SU
Historical use	H				H	
Home business	L	L	L	L	P	P
<u>Hotel/Motel/Transient Lodging</u>	=	=	=	=	=	=
Public and Institutional Uses						

City government facilities						CU
Post office						SU
Public safety						CU
Public park	P	P	P	P	P	P
Electrical power and utility substation	SU	SU	SU	SU	SU	SU
Accessory recreational facilities—Public	P	P	P	P	P	P
Religious facility	SU	SU	SU	SU	SU	SU
School—Public/private (preschool to grade 12)						SU
Temporary city government facilities	L	L	L	L	P	P
Wireless communication facilities	SU	SU		SU	SU	SU
Shoreline Uses						
See Chapter 16.62 MMC for a list of uses within the shoreline jurisdiction.						
*See MMC 16.21.020 for explanation of "P," "L," "A," "SU," "CU," and "H."						
<u>For limitations on development of Middle Housing, see MMC 16.21.060.B</u>						

Section 12. Section 16.21.060 of the Medina Municipal Code is hereby amended to read as follows:

16.21.060. Maximum dwelling units on a lot.

A. Where Table 16.21.030 authorizes dwelling uses, ~~only one dwelling unit per lot is allowed~~ the maximum unit density per lot is limited to two units, except if one unit is a single-family dwelling unit, then up to two accessory dwelling units meeting the requirements set forth in MMC 16.34.020 may be allowed on the same lot. If the lot is developed with two units of middle housing, then no accessory dwelling units are permitted. for the following:

~~A. Accessory dwelling units meeting the requirements set forth in MMC 16.34.020;~~ B. The density requirements set forth in subsection "A" above does not permit middle housing to be developed in the following areas:

1. Portions of a lot, parcel, or tract designated with critical areas designated under RCW 36.70A.170 or their buffers as required by RCW 36.70A.170, except for critical aquifer recharge areas where a single-family detached house is an allowed use provided that any requirements to maintain aquifer recharge are met.

2. A watershed serving a reservoir for potable water if that watershed is or was listed, as of July 23, 2023, as impaired or threatened under section 303(d) of the federal clean water act (33 U.S.C. Sec. 1313(d))

3. Lots that have been designated urban separators by countywide planning policies as of July 23, 2023.

4. A lot that was created through the splitting or subdividing of a single residential lot after June 30, 2025.

~~B. Detached single-family dwellings provided:~~

~~1. The minimum net lot area is equal to or greater than the minimum net lot area set forth in Table 16.22.020 of the zoning district where the dwellings are located multiplied by the number of detached single-family dwellings on the lot; and~~

~~2. All development regulations and limitations applicable to buildings in the zoning district where such dwellings are located are followed.~~

~~3. Middle Housing forms compliant with all other MCO development regulations.~~

C. The standards of 16.21.060(A) do not apply to lots after subdivision below 1,000 square feet These which lots shall only be permitted to have one dwelling unit per lot.

D. The standard in 16.21.060(A) may be modified for lots meeting the standards set forth in MMC 16.30.090 with the use of a development agreement.

E. The creation or sale of condominiums consistent with State law is allowed provided that the maximum condominium units created or sold on a lot (or on a parent lot in the case of a lot split or unit lot subdivision) is limited to the maximum dwelling units as set forth in this section.

Section 13. Section 16.30.010 of the Medina Municipal Code is hereby amended to read as follows:

16.30.010. Fences, walls and gates.

A. *General provisions.*

1. "Walls," as referred to in this section, means freestanding walls meeting the definition in MMC 16.12.070, and retaining walls and rockeries meeting the definitions in MMC 16.12.190.
 2. Fences, walls and gates may be located within a setback area provided the fence, wall or gate does not exceed the maximum height requirements set forth in subsection (B) of this section.
 3. Fences, walls and gates shall be located entirely inside the property lines of a lot, unless both property owners agree the wall or fence may be placed on a common property line.
 4. The property owner is responsible for confirming all fences, walls and/or gates are placed inside the property lines on their property.
 5. Gates located near an opened street right-of-way shall be set back from the edge of the pavement pursuant to MMC 16.40.120.
 6. All lighting devices shall be subject to the height limitations prescribed by this section.
 7. Where a permit is required pursuant to subsection (G) of this section, the director may require the property owner to have a land survey performed to identify the property boundaries if:
 - a. The fence, wall or gate is adjacent to a street right-of-way; or
 - b. In the opinion of the director, it is not clear the proposed fence or wall is located entirely within the property lines on the owner's property.
- B. *Height.* (See Figures 16.30.010(B)(1), (B)(2) and (D)).
1. The maximum height of a fence, wall, combination of fence and wall, or gate shall not exceed four feet if the structure is located:
 - a. Within a horizontal distance of five feet from a front property line that adjoins a public street not designated as a collector or minor arterial street pursuant to Chapter 10.08 MMC; and
 - b. Within a horizontal distance of five feet from any property line that intersects a front property line that adjoins a public street as described in subsection (B)(1)(a) of this section and extending 30 feet from the front property line.
 2. Except as provided in subsection (B)(1) of this section, the maximum height of a fence, wall, combination of fence and wall, or gate shall not exceed six feet in all other ~~setback~~ areas.
 3. ~~Fences, walls and gates not located within setback areas may be constructed to the height limitations of other buildings and structures in the zoning district in which the fence, wall or gate is located.~~
- For purposes of the height maximums set forth in this section, height shall be measured at the exterior side of the fence or wall facing outward from the property, from the lower of the existing or finished grade to the highest point of the fence or wall (including any light fixtures, caps, or other objects mounted on the top of the fence or wall).

54. Fences and walls shall be considered combined for the purpose of measuring height where the horizontal separation is five feet or less between the closest points of the fence and wall; except, if a property line is located between the fence and wall, the fence and wall shall not be considered combined. These requirements shall also apply to gates and walls.

Figure 16.30.010(B)(1): Height Limits for Fences and Walls

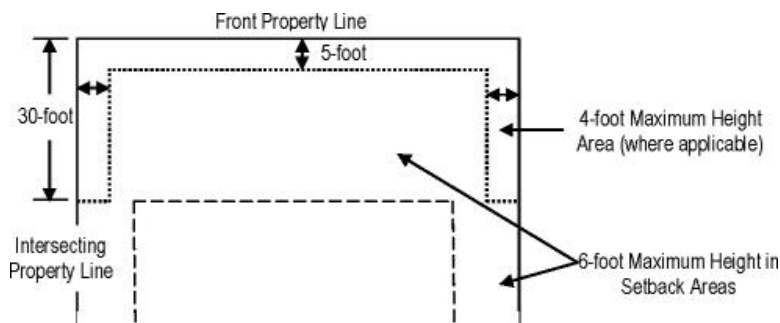
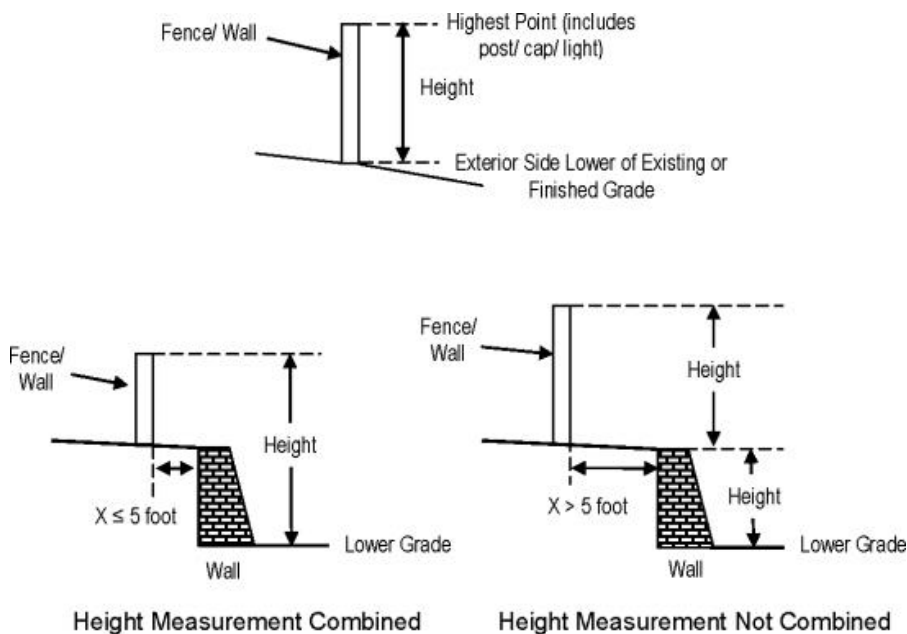


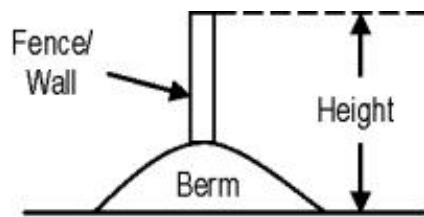
Figure 16.30.010(B)(2): Measuring Fence/Wall Height



- C. *Fence and wall height exception.* The placement of a guard rail on top of a retaining wall may exceed the maximum height for fences and walls by up to four feet provided:
1. The building official determines a guard rail is required pursuant to the building codes set forth in Chapter 16.40 MMC; and

2. The solid component parts of the guard rail are evenly distributed and cover no more than 50 percent of the total surface area of the side elevation of the guard rail.
- D. *Limitations.*
1. The following are prohibited:
 - a. The use of barbed wire with a fence or wall;
 - b. Electric fences; and
 - c. Chain-link fences located within five feet of a property line that adjoins a public street designated as a collector or minor arterial street pursuant to Chapter 10.08 MMC.
 2. No person may construct a berm upon which to build a fence, wall or combination of a fence and wall, unless the total height of the berm plus the fence or wall does not exceed the maximum height allowable for the fence or wall if the berm was not present. (See Figure 16.30.010(D).)
 3. No gate or portion thereof shall be located within any public right-of-way or any easement for a private lane or private lane turnaround.

Figure 16.30.010(D): Fence/Wall with Berm



Height Measurement Combined

- E. *Appearance.* The more completely detailed or finished side of a fence or wall shall face outward from the property on which the fence or wall is located, except joint projects may have the more finished side oriented as agreed to between the two property owners.
- F. *Bulkheads.* The design and construction of a bulkhead shall be in compliance with the requirements of the building code and the Medina shoreline master program.
- G. *Permits.* A building permit is required to be obtained from the city prior to construction or repair of a fence, wall or gate, unless exempt pursuant to MMC 16.40.050.
- H. *Requirement for gates.*
 1. Every gate blocking vehicular access to a residence must have a "KNOX Box" or similar device approved by the fire marshal and chief of police allowing access to emergency vehicles and personnel. In addition, each gate which relies on electricity to open the locking mechanism or the gate itself must have a manual release mechanism which is activated by a power

failure, or another method of assuring entry in event of a power failure, which is approved by the fire marshal and the chief of police.

2. Gates and barriers associated with fire apparatus access roads shall meet the requirements in MMC 16.40.120.

Section 14. Section 16.30.060 of the Medina Municipal Code is hereby amended to read as follows:

16.30.060. Residential off-street parking.

1. Off-street parking for each single-family dwelling shall be provided as follows:

- A. If a lot has access from a street, a minimum of two on-site parking spaces is required;
- B. If a lot has access from a private lane, on-site parking spaces shall be required as follows:
 1. The surface area of each parking space shall be at least 250 square feet; and
 2. The minimum number of parking spaces shall be:
 - a. In the R-16 zoning district: three spaces;
 - b. In the R-20 zoning district: four spaces;
 - c. In the R-30 zoning district: five spaces;
 3. Such off-street parking areas shall be separate and distinct from the easement or turnaround required for the private lane;

2. Off-street parking for each middle-housing dwelling unit shall be provided as follows:

- A. No off-street parking shall be required within one-half mile walking distance of a major transit stop.
- B. Two off-street parking spaces per unit are required for lots greater than 6,000 square feet.
- C. A maximum of one off-street parking space per unit shall be required on lots no greater than 6,000 square feet before any zero lot line subdivisions or lot splits.

3. Off-street parking for both single-family residential dwellings as well as middle-housing shall be as follows subject to the following additional requirements:

- A. Additional off-street parking spaces, which are not required, may be located on site or off site as allowed in MMC 16.34.030; and
- B. Parking areas shall not be located within setback areas, except as allowed otherwise by law.

Section 15. A new Section 16.30.090 of the Medina Municipal Code is hereby amended to read as follows:

16.30.090 Increased Density for Housing.

The City Council may approve a development agreement to alter the maximum density requirements set forth in MMC 16.21.060(A) and other standards as set forth in Chapter 16.76 MMC. Any such development agreement shall be consistent with the MMC and state law. The Council may prioritize providing greater flexibility of development standards and greater density based on the requirement that the housing be affordable to low-income or very low-income households.

Section 16. Section 16.34.020 of the Medina Municipal Code is hereby amended to read as follows:

16.34.020. Accessory dwelling units.

This section establishes the development criteria that apply to accessory dwelling units.

- A. Accessory dwelling units meeting the requirements of this section are ~~excluded~~ included within the ~~from~~ density and minimum lot area requirements.
- B. Accessory dwelling units shall be fully contained within and attached to a single-family dwelling, or ~~must be~~ located within a detached accessory building.
- C. A maximum of two ~~Only one~~ accessory dwelling units may be permitted on a lot per each single-family dwelling located on the same lot, provided that the unit density set forth in MMC 16.21.060 for that lot is not otherwise exceeded. If a lot is developed with a duplex, or with two units meeting the definition of middle housing, then no accessory dwelling unit is permitted on that lot.
- D. Development standards.

1. The accessory dwelling unit shall comply with the development standards of the zoning where the accessory dwelling unit is located, including, but not limited to, minimum lot coverage, setbacks, etc.
 2. Accessory dwelling units shall only be allowed on lots that meet the minimum lot sizes for the principal single-family unit under the code. In addition, for any lot which is the result of a subdivision or a lot split and which is below the minimum lot size for the zone, no additional dwelling units, including accessory dwelling units, shall be allowed.
 3. Accessory dwelling units shall not be allowed on any lot that contains critical areas or buffers or that is not connected to a public sewer system.
 4. Accessory dwelling units shall not be allowed within the shoreline jurisdiction.
 - ~~2. The accessory dwelling unit shall contain no more than the lesser of 1,000 square feet of gross floor area, or 40 percent of the total square footage of the gross floor area of the single-family dwelling and accessory dwelling unit combined.~~
 5. All of the structures on the property shall have the a cohesive and consistent appearance, including roof shape, glazing, exterior finishing materials and colors, of a single-family with all other dwelling units and any other permitted accessory structures on the lot.
 - ~~The entry door to the accessory dwelling unit shall be screened from the street by portions of the structure or by dense evergreen vegetation.~~
 - ~~5. There shall be no sign or other indication of the accessory dwelling unit's existence other than an address sign and a separate mail box.~~
 6. A certification by City of Bellevue utilities is required indicating that water supply and sanitary sewage are available to adequately serve the accessory dwelling unit.
 7. Accessory dwelling units may not be used as short-term rentals.
 8. The maximum gross floor area for an accessory dwelling unit is 1,000 square feet.
 9. The maximum roof height for an accessory dwelling unit is no more than twenty-five (25) feet, or the maximum height allowed for the primary unit on the lot, whichever is lower.
 10. Detached ADUs may be sited at a lot line if the lot line abuts a public alley, unless it is a public alley that the City regularly snow plows.
- E. There shall be one off-street parking space provided for the accessory dwelling unit, which shall be in addition to any off-street spaces required for the principal single-family dwelling unit. The only exception for the accessory dwelling unit off-street parking requirement is when the accessory dwelling unit is located within one-quarter mile of a major transit stop.
- F. Garage space and other accessory buildings may be converted into an accessory dwelling unit unless such development would result in the

property exceeding the unit density requirements set forth in MMC 16.21.060. However, if the converted accessory building contained parking, the minimum parking standards for both the principle single-family unit and any accessory dwelling unit must be replaced elsewhere on the property. Nonconforming use rules as set forth in chapter 16.36 MMC apply to any accessory buildings that are converted which are not consistent with the applicable codes at the time of conversion. ~~only if the number of covered garage spaces eliminated by the conversion is replaced by the same number of covered garage spaces elsewhere on the property.~~

- G. An accessory dwelling unit must contain:
 - 1. Bathroom facilities that include a toilet, sink and a shower or bathtub; and
 - 2. Food storage and preparation facilities and a sink.
- H. A property owner seeking to establish a legal accessory dwelling unit shall apply to register the dwelling unit with the city pursuant to MMC 16.70.070. The application shall include an agreement, in a form approved by the city, by the property owner to maintain the accessory dwelling unit in compliance with the standards set forth in this section.
- I. After the accessory dwelling unit is approved, a registration form signed by the record holders of the property shall be recorded with the King County auditor's office. Said registration form shall contain:
 - 1. The street address and legal description of the property; and
 - 2. The requirement for maintaining the accessory dwelling unit in compliance with the requirements of this section.
- J. The registration of the accessory dwelling unit may be canceled pursuant to MMC 16.70.070 by the property owner by recording a certificate of cancellation in a form satisfactory to the city with the King County department of records and elections. The city may record a notice of cancellation upon failure to comply with the standards set forth in this section.

Section 17. Severability. If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of any other section, sentence, clause, or phrase of this ordinance.

Section 18. Publication. This Ordinance shall be published by an approved summary consisting of the title.

Section 19. Corrections. Upon the approval of the city attorney, the city clerk, and/or the code publisher is authorized to make any necessary technical corrections to this ordinance,

including but not limited to the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any reference thereto.

Section 20. Effective Date. This ordinance shall take effect at 12:01 AM on July 1, 2025, which is at least five days after publication as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF MEDINA ON THE XX DAY OF XX 2024 BY A VOTE OF X FOR, X AGAINST, AND X ABSTAINING, AND IS SIGNED IN AUTHENTICATION OF ITS PASSAGE THE XX DAY OF XX 2024.

Jessica Rossman, Mayor

Approved as to form:
Inslee Best Doezie & Ryder, P.S.

Attest:

Jennifer R. Robertson, City Attorney

Aimee Kellerman, City Clerk

PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO.: / AB

CITY OF MEDINA, WASHINGTON

Ordinance No. **xxx**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MEDINA, WASHINGTON, AMENDING THE MEDINA UNIFIED DEVELOPMENT CODE TO PROVIDE FOR ZERO LOT LINE SUBDIVISIONS CONSISTENT WITH THE REQUIREMENTS OF RCW 36.70A.635(5), AMENDING SECTIONS 16.12.130, 16.12.200, 16.73.020, 16.73.060, 16.73.080, 16.73.090, 16.73.100, 16.73.110, 16.73.120, 16.73.140 AND 16.73.150 OF THE MEDINA MUNICIPAL CODE (MMC) AND CREATING A NEW SECTION 16.73.095 OF THE MMC, PROVIDING FOR SEVERABILITY AND CORRECTIONS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the State Legislature adopted legislation regarding middle housing (ESSHB 1110) and imposed requirements on cities to bring their land use codes into compliance with that legislation; and

WHEREAS, Medina is classified as a “Tier 3 city” under the middle housing legislation and is required to have a compliant code by June 30, 2025; and

WHEREAS, the City is also in the process of updating its zoning code to provide for middle housing and that work requires amending Section 16.12.200 “S” definitions which are amended by this Ordinance; and

WHEREAS, in order to avoid two separate ordinances contemporaneously amending the same section of code, the middle housing amendments to the “S” definitions are included in this Ordinance; and

WHEREAS, the State legislature included a requirement in ESSHB 1110 for cities to allow “zero lot line” short subdivisions (RCW 36.70A.635(5)) where the number of lots created is equal to the unit density required under the middle housing legislation; and

WHEREAS, under the middle housing legislation, Medina is required to allow two dwelling units on any lot that is zoned for residential development; and

WHEREAS, this means that the City of Medina must allow zero lot line subdivisions that result in the number of lots equal to the unit density under middle housing for lots for existing lots where residential uses are allowed; and

WHEREAS, in order to ensure consistency between state law and the Medina Municipal Code (MMC), certain updates are required; and

WHEREAS, unit lot short subdivisions are a type of subdivision that allows for smaller unit lots for increased housing density; and

WHEREAS, in order to allow the zero lot line subdivisions, it is in the public interest to create a short unit lot subdivision process that can be used to divide a single residential lot into the number lots equal to the middle housing unit density for the purposes of middle housing development and to create special standards when such subdivision is also a zero lot line development; and

WHEREAS, the Medina Planning Commission held three (3) study sessions on this Ordinance and the Medina City Council held eight (8) meetings where this Ordinance was discussed; and

WHEREAS, this Ordinance was submitted to the Department of Commerce for 60-day review on March 25, 2025; and

WHEREAS, on March 25, 2025, the City's SEPA official issued a determination of nonsignificance for the proposed amendments, which was published and provided to the public in accordance with WAC 197-11-510, and there have been no appeals; and

WHEREAS, the City issued a Notice of Public Hearing for the proposed code amendment at least 15 days prior to the public hearing before the City's Planning Commission which was published in the City's official newspaper and provided to the public in accordance with Title 16 MMC; and

WHEREAS, following the public hearing, the Planning Commission voted to recommend approval of this Ordinance to the City Council; and

WHEREAS, the City Council reviewed this Ordinance along with the recommendation from the Planning Commission during its regular meeting on April 28, 2025; and

WHEREAS, the City Council held a public hearing on this Ordinance on May 12, 2025 to take additional comment; and

WHEREAS, the City Council determines that it is in the public interest, safety and welfare to update its code as required by State law; **NOW, THEREFORE**,

THE CITY COUNCIL OF THE CITY OF MEDINA, WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. Section 16.12.130 of the Medina Municipal Code is hereby amended to read as follows:

16.12.130. "L" definitions.

Land alteration means any movement or modification of more than 25 cubic yards of earth material on any site.

Landscape means plant materials, topography, and other natural physical elements combined in relation to one another and to manmade structures.

Landscaping means the planting, removal and maintenance of vegetation along with the movement and displacement of earth, topsoil, rock, bark and similar substances done in conjunction with the planting, removal and maintenance of vegetation.

Landslide hazard areas means areas that are potentially subject to risk of mass movement due to a combination of geologic, topographic, and hydrologic factors. These areas are typically susceptible to landslides because of a combination of factors including bedrock, soil, slope (gradient), slope aspect, geologic structure, ground water, hydrology, or other factors.

Lane, private means a developed private right-of-way which provides vehicle access to more than one lot abutting thereon. (See Chapter 16.91 MMC.)

Lattice tower means a support structure characterized by an open framework of lateral cross members which stabilize the structure.

Lot means (1) a fractional part of subdivided lands having fixed boundaries being of sufficient area and dimension to meet the minimum and maximum underlying zoning district requirements for width, area and street frontage, except for unit lots approved in accordance with MMC 16.73.090.C or MMC 16.73.095; (2) land having fixed boundaries used as a "building site." The term includes parcels and tracts.

Lot area means the dry land area of a lot, which is further defined as land area exclusive of shorelands, except those which by recession of water or bulkhead have become dry land above the high water level.

Lot area, gross means all areas within the boundaries of a lot.

Lot area, net means the lot area exclusive of the area of any vehicular private lane, vehicular right-of-way, vehicular access easement, or any areas unbuildable due to the presence of critical areas as defined in Chapter 16.50 MMC.

Lot, corner means a lot situated at the intersection of, and abutting upon, the intersection of two or more streets, or the intersection of a street and a private lane, or upon two parts of the same street, provided the interior angle of intersection is not more than 135 degrees. In the case of a curved corner, the tangents at the street extremities of the side lot lines shall be used for forming the angle.

Lot line adjustment means a minor movement of a property line between two or more adjoining parcels. Lot line adjustments are used to correct minor trespasses (such as building a shed over a property line) or to add acreage to a parcel for the owner's convenience.

Lot, parent means a lot which is subdivided into unit lots through the unit lot subdivision process.

Lot split means a legal lot which is divided into the number of new lots equal to the unit density under middle housing. At least one of the new lots may be smaller than the required minimum lot size. Lots which are split by a "lot split" may not be split nor subdivided a second time.

Lot, through means a lot bounded on two opposite sides by streets; provided, however, that if any lot qualifies as being both a corner lot and a through lot, such lot shall be deemed to be a corner lot for the purposes of the zoning code.

Lot, unit means a lot created from a parent lot and approved through the unit lot subdivision process.

Low impact development best management practice means any one of several distributed stormwater management practices, integrated into a site, that emphasize pre-disturbance hydrologic processes of infiltration, filtration, storage, evaporation and transpiration. LID BMPs include, but are not limited to: bioretention, rain gardens, permeable pavements, dispersion, and water reuse. Further information can be found in the stormwater manual adopted under MMC 13.06.020.

Section 2. Section 16.12.200 of the Medina Municipal Code is hereby amended to read as follows:

16.12.200. "S" definitions:

School means a school operation with 13 or more attendees at any one time, not including immediate family members who reside in the school or employees.

School operation means any institution of learning, excluding those offering post-secondary education, offering instruction in the several branches of learning and study required by the Basic Education Code of the State of Washington to be taught in the public, private and parochial school.

Scrub-shrub wetland means a regulated wetland with at least 30 percent of its surface area covered by woody vegetation less than 20 feet in height as the uppermost strata as measured from existing grade.

Security barrier means an obstruction, such as fences, walls, vegetation and similar elements that restricts public access.

Seismic hazard areas means areas that are subject to severe risk of damage as a result of earthquake-induced ground shaking, slope failure, settlement, soil liquefaction, lateral spreading, or surface faulting.

Sensitive areas. See "critical areas."

SEPA. See definition of "State Environmental Policy Act (SEPA)."

Service area means the vicinity around a wireless communication facility that effectively receives signals from and transmits signals to the facility.

Setback means the minimum distance from the property line to where a structure may be built. (See MMC 16.22.030.)

Setback area means the area of a lot or building site between the property line and the limits set by this Code within which no structure may intrude unless allowed otherwise by law.

Shorelands or shoreland areas means those lands extending landward for 200 feet in all directions as measured on a horizontal plane from the ordinary high water mark or floodways and contiguous floodplain areas landward 200 feet from such floodways; and all wetlands and river deltas associated with the streams, lakes and tidal waters which are subject to the provisions of the Washington State Shoreline Management Act of 1971 and the City of Medina shoreline master program, Chapters 16.60 through 16.67 MMC.

Shorelines means all of the water areas of the state as defined in RCW 90.58.030, including reservoirs and their associated shorelands, together with the lands underlying them except:

1. Shorelines of statewide significance;
2. Shorelines on segments of streams upstream of a point where the mean annual flow is 20 cubic feet per second or less and the wetlands associated with such upstream segments; and

3. Shorelines on lakes less than 20 acres in size and wetlands associated with such small lakes.

Shorelines of statewide significance means those areas defined in RCW 90.58.030 and limited in the City of Medina to Lake Washington.

Short term rental means a lodging use, that is not a hotel or motel or bed and breakfast, in which a dwelling unit, or portion thereof, is offered or provided to a guest by a short-term rental operator for a fee for fewer than thirty consecutive nights.

Sign means any medium visible to the public including its structure and component parts which is used or intended to be used out of doors to convey a message to the public or otherwise attract attention to its subject matter, for advertising or any other purposes.

Sign, A-board means a portable sign consisting of two sign faces hinged at the top and separated at the bottom to make it self-standing.

Sign area means the area of the face of the sign. When a dimensional sign contains information on two sides of the sign, only one side is counted in determining sign area, except A-board signs where the average area of the two faces shall be used to determine sign area.

Sign, banner means a sign made of lightweight fabric or similar material that is temporarily mounted to a pole or building by one or more edge. National, state or municipal flags, or the official flag of any institution, shall not be considered banners.

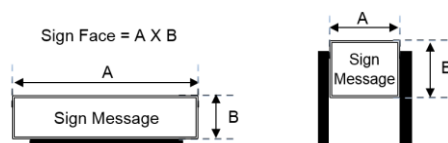
Sign, commercial means a sign containing commercial content used for identifying a building, use, business or event, or to advertise the sale of goods, products, events or services. This includes real estate and event signs.

Sign face means the surface upon, against or through which the letters, numerals, figures, symbols, logos and graphic elements comprising the content or message of a sign is displayed or illustrated, not including the sign support structure, or architectural features of a building.

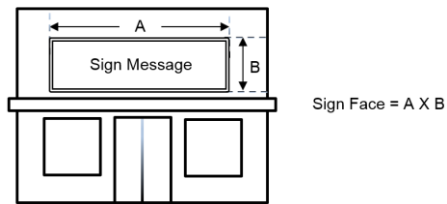
1. In the case of freestanding signs, the sign face shall include the entire area of the sign panel, cabinet or face substrate including borders upon which the sign message is displayed or illustrated. See Figure 1.

Figure

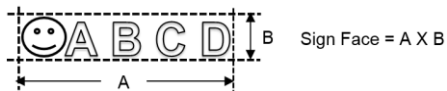
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2. In the case of signs displayed on or mounted to buildings or fences, the sign face shall include the area of the entire panel, cabinet or face substrate upon which the sign message is displayed including framed, painted or illuminated borders that contrast the sign from the background of the building or fence. See Figure 2.

Figure**2**

3. In the case of signs consisting of individual letters and/or individual graphic elements painted or affixed to a building or structure, the sign face shall comprise the sum of the geometric figures or combination of regular geometric figures drawn using connected straight lines closest to the edge of the letters or separate graphic elements comprising the sign message. See Figure 3.

Figure**3**

Sign, freestanding means a sign attached to a self-supporting structure such as columns, poles, or braces placed in or upon the ground.

Sign height means the total vertical measurement of a sign including all components of the sign and the sign's support structure.

Sign, illuminated means a sign characterized using artificial light, either projecting through its surface (internally or trans-illuminated), or reflecting off its surface (externally illuminated).

Sign, location identity means signs that identify address numbers, property owners, and/or geographic areas such as neighborhoods and subdivisions.

Sign, mounted means a sign that is applied or affixed to a building, wall or fence.

Sign, municipal means a sign erected by the City of Medina, or its authorized representatives, for the safety, convenience or information of its citizens, including, but not limited to, traffic control signs, legal notices, city entrance signs, and signs announcing public and community events, meetings, and activities.

Sign, noncommercial means a sign containing noncommercial content used for identifying a building, use, or event, or to advertise noncommercial matters, excluding municipal signs.

Sign, off-site means any sign that advertises or relates to an event, activity, use, good, product, or service that is not available on the premises upon which the sign is erected.

Sign, on-site means any sign that advertises or relates to an event, activity, use, good, product, or service that is lawfully permitted to be offered, sold, traded, provided, or conducted at the location or premises upon which the sign is erected.

Sign, permanent means any sign which is affixed to the ground or to any permanent structure or building, including walls, awnings and fences, in such a manner that it cannot be moved or transported with ease, and which is intended to remain in one location and position for an extended period of time.

Sign, real estate and events means a temporary sign that is for the sole purpose of advertising a parcel, tract, lot, site or home for rent, lease or sale; for advertising the sale of a home's household belongings; or which identifies an individual or company performing an active construction project that has obtained building permits under MMC 16.40.010(A) or (B), and which construction activity is visible from a public street right-of-way, including remodels. For purposes of this definition, "construction projects" shall not include routine maintenance of property such as landscaping care.

Sign support structure means any structure designed specifically for the support of a sign and which does not form part of the sign proper or of the display.

Sign, temporary means a sign displaying either commercial or noncommercial messages which is not permanently affixed to the ground or any permanent structure or building and which is capable of being moved or transported with ease.

Sign, window means a sign affixed to the surface of a window with its message intended to be visible to the exterior environment.

Significant tree means a tree of at least six-inch DBH size and of a species as identified on the "City of Medina List of Suitable Tree Species" as set forth in Chapter 16.52 MMC.

Single-family dwelling means a dwelling unit which is occupied as, or designed or intended for occupancy as, a residence by one family operating as a single housekeeping unit ~~and may include family guests and/or household staff. The owner of the single-family dwelling may provide lodging to persons who are not guests and who are not part of a family provided the total number of persons, including nonfamily persons living in the dwelling, does not exceed three, excluding children with familial status within the meaning of Title 42 United States Code, Section 3602(k). The limitation on the number of nonfamily persons living in the dwelling shall not apply to adult family homes, family day-care providers' home facilities as prescribed by RCW 35A.63.215, and other living arrangements which would violate Title 42 United States Code, Section 3604.~~

Single-family dwelling, detached means a separate unconnected single-family dwelling surrounded by open space and yards and which contains one dwelling unit ~~and up to one accessory dwelling unit. A detached single-family dwelling may have detached accessory buildings including, but not limited to, garages, accessory recreational facilities, cabanas and similar residential accessories having no more than one room plus a bathroom and otherwise not designed as an independent residence.~~

Single-family zones means those zones where single-family detached residences are the predominant land use.

Single housekeeping unit means one or more person(s) who jointly have common access to and common use of all living, kitchen, and eating areas within the dwelling unit and household activities and responsibilities such as meals, chores, expenses and maintenance of the premises are shared or carried out according to a household plan or other customary method.

Soil survey means the most recent soil survey for the local area or county by the National Resources Conservation Service, U.S. Department of Agriculture.

Spa. See definition under "hot tub."

Species means any group of animals classified as a species or subspecies as commonly accepted by the scientific community.

Species, endangered means any fish or wildlife species or subspecies that is threatened with extinction throughout all or a significant portion of its range and is listed by the state or federal government as an endangered species.

Species of local importance means those species of local concern due to their population status or their sensitivity to habitat manipulation, or that are game species.

Species, priority means any fish or wildlife species requiring protective measures and/or management guidelines to ensure their persistence as genetically viable population levels as classified by the Department of Fish and Wildlife, including endangered, threatened, sensitive, candidate and monitor species, and those of recreational, commercial, or tribal importance.

Species, threatened means any fish or wildlife species or subspecies that is likely to become an endangered species within the foreseeable future throughout a significant portion of its range without cooperative management or removal of threats, and is listed by the state or federal government as a threatened species.

Sport court means an area of ground defined by permanent surfacing, equipment and/or fencing for the purpose of playing tennis, badminton, basketball and similar social games.

Stacked flat means dwelling units in a residential building of no more than three stories on a residential zoned lot in which each floor may be separately rented or owned.

State Environmental Policy Act (SEPA) means environmental review procedures required under Chapter 43.21C RCW, Chapter 197-11 WAC, and Chapter 16.04 MMC.

Steep slope means any area with a slope of 40 percent or steeper and with a vertical relief of ten or more feet except areas composed of consolidated rock. A slope is delineated by establishing its toe and top and measured by averaging the inclination over at least ten feet of vertical relief.

Story means that portion of a building included between the upper surface of any floor and the upper surface of the floor next above, except that the topmost story shall be that portion of a building included between the upper surface of the topmost floor and the ceiling or roof.

Stream means a course or route, formed by nature or modified by humans and generally consisting of a channel with a bed, banks, or sides throughout substantially all its length, along which surface waters, with some regularity

(annually in the rainy season), naturally and normally flow in draining from higher to lower lands. This definition does not include specially designed irrigation and drainage ditches, grass-lined swales, canals, stormwater runoff devices, or other courses unless they are used by salmonids or to convey watercourses that were naturally occurring prior to construction.

Street means a right-of-way, ~~opened or unopened~~ developed or undeveloped, that is intended for motor vehicle travel or for motor vehicle access to abutting property. "Street" includes all the area within the right-of-way, such as roadways, parking strips, and sidewalks. For the purposes of the zoning code, "street" shall not include private lanes.

Street frontage means the property line abutting streets.

Structural coverage means the area of a lot covered by structures. (See MMC 16.23.030.)

Structure means that which is erected, built or constructed, including an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner.

Subdivision means the division or redivision of land into five or more lots, tracts, parcels, sites, or divisions for the purpose of sale, lease, or transfer of ownership.

Subdivision, accumulative short means multiple short subdivisions of contiguous existing lots held under common ownership, which would result in the creation of five or more lots within a five-year period of the initial short subdivision approval. "Ownership" for the purpose of this definition means ownership as established at the date of the initial short subdivision approval.

Subdivision, short means the division or redivision of land into four or fewer lots, tracts, parcels, sites, or divisions for the purpose of sale, lease, or transfer of ownership. While a short unit lot subdivision is a type of short subdivision, it is limited to the creation of no more than the number of lots established as the maximum unit density set forth in MMC 16.21.060 for the purposes of middle housing.

Subdivision, short unit lot means a type of subdivision that allows a parent lot to be divided into no more than the number of lots established as the maximum unit density set forth in MMC 16.21.060 within a development that also includes common areas and that is approved through the unit lot subdivision process. A unit lot subdivision is a type of short subdivision that is created for the purpose of splitting a single residential lot into lots for the construction of middle housing. A short unit lot subdivision is a type of lot split.

Subdivision, zero lot line means a type of short unit lot subdivision whereby there is reduced building setbacks from the new lot line. The standards set forth in MMC 16.73.095 apply to zero lot line subdivisions.

Substantial destruction means damage of any origin that is voluntarily or involuntarily sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 60 percent of the fair market value of the structure before the damage occurred. Substantially means significant

in the size or amount and has a noticeable impact on the current situation to a degree that would satisfy a reasonable person as significant.

Substantially means significant in the size or amount and has a noticeable impact on the current situation to a degree that would satisfy a reasonable person as significant.

Support structures means the structure to which signs, antennas or other necessary associated hardware are mounted, including, but not limited to, lattice towers, monopoles, utility support structures, and existing nonresidential buildings.

Swimming pool means any artificially constructed water-holding device that has a minimum depth of 42 inches and is of sufficient size for swimming, wading, immersion, or therapeutic purposes.

Section 3. Section 16.73.020 of the Medina Municipal Code is hereby amended to read as follows:

16.73.020. Applicability.

- A. This chapter shall apply to all divisions of land including short subdivisions, short unit lot subdivisions, subdivisions, and lot line adjustments hereafter established within the incorporated areas of the City of Medina.
- B. This chapter is applied in conjunction with Chapter 2.72 MMC, Hearing Examiner; Chapter 14.04 MMC, SEPA Model Ordinance; Chapters 16.00 through 16.37 MMC, zoning; Chapters 16.60 through 16.67 MMC, Medina shoreline master program; Chapter 16.50 MMC, Critical Areas; Chapter 16.80 MMC, Project Permit Review Procedures, and other applicable codes referencing this chapter.

Section 4. Section 16.73.060 of the Medina Municipal Code is hereby amended to read as follows:

16.73.060. Survey requirements.

- A. A Washington State licensed land surveyor registered pursuant to Chapter 18.43 RCW shall prepare, stamp, and seal all proposed lot subdivisions.
- B. A survey is required for all final approvals of lot line adjustments, short subdivisions, short unit lot subdivisions, and subdivisions and shall meet the survey standards of Chapter 58.09 RCW and Chapter 332-130 WAC.
- C. The surveyor shall certify on the final document to be recorded that it is a true and correct representation of the lands actually surveyed.
- D. Whenever a survey reveals a discrepancy, the discrepancy shall be noted on the face of the subdivision. "Discrepancy" means: (1) a boundary hiatus; (2) an overlapping boundary; or (3) a physical appurtenance, which indicates encroachment, lines of possession, or conflict of title.

Section 5. Section 16.73.080 of the Medina Municipal Code is hereby amended to read as follows:

16.73.080. Review procedures and approvals.

Each lot line adjustment and division of land is processed as a different action type as described in MMC 16.80.050 and summarized as follows:

- A. Approval of a lot line adjustment application is a two step process, which includes final approval by the director and recording with the King County auditor.
- B. Approval of a division of land is a four step process including preliminary approval, installation or bonding of required improvements, final approval, and recording with the King County auditor. The process summarizes as follows:
 1. *Short subdivision.*
 - a. A preliminary short subdivision or preliminary short unit lot subdivision is processed as a Type 2 decision pursuant to Chapter 16.80 MMC.
 - b. Installation of infrastructure improvements as determined by the city, or providing a form of security as determined by the city to ensure such improvements are installed.
 - c. A final short subdivision or final short unit lot subdivision is processed as a Type 1 decision pursuant to Chapter 16.80 MMC.
 - d. The final short subdivision or final short unit lot subdivision shall be submitted to the director within five years of the date that the preliminary approval became final or the short subdivision shall become null and void.
 - e. The director's signature is required on the final short plat.
 2. *Subdivision.*
 - a. A preliminary subdivision is processed as a Type 3 decision pursuant to Chapter 16.80 MMC.
 - b. Installation of infrastructure improvements as determined by the city, or providing a form of security as determined by the city to ensure such improvements are installed.
 - c. A final subdivision is processed as a Type 2 decision pursuant to Chapter 16.80 MMC.
 - d. The final subdivision shall be submitted to the director within five years of the date that the preliminary approval became final or the subdivision shall become null and void.
 - e. The following signatures on the final plat are required before the director can submit the final plat to the city council for their action:
 - i. *Director:* Whose signature approves compliance with all terms of the preliminary plat approval of the proposed plat subdivision or dedication.
 - ii. *City engineer:* Whose signature approves the layout of streets, alleys and other rights-of-way, design of bridges, sewage and water systems and other structures.
 - iii. *City of Bellevue utilities:* Whose signature approves the adequacy of the proposed means of sewage disposal and water supply.
 - iv. *King County treasurer:* Whose signature confirms a statement that all taxes and delinquent assessments for which the property may be liable as of the date of certification have been duly paid, satisfied or discharged.

- v. *Property owner*: Whose signature confirms a statement that the subdivision has been made with the free consent and in accordance with the desires of the owner.
- f. The city council may authorize the mayor to sign an approved final plat.

Section 6. Section 16.73.090 of the Medina Municipal Code is hereby amended to read as follows:

16.73.090. Approval criteria—Lot line adjustment, short subdivision, short unit lot subdivision, and subdivision.

The following criteria shall be used to review and approve lot line adjustments, preliminary short subdivisions and subdivisions:

A. *Lot line adjustments.*

- 1. Does not create any additional lot, tract, parcel, or division of land;
- 2. Does not create a lot, tract, parcel, site, or division of land which contains insufficient area or dimension to meet the minimum requirements for area and dimensions as set forth in the Medina Municipal Code;
- 3. Does not create or diminish any easement or deprive any parcel of access or utilities; and
- 4. Does not create or increase the nonconformity of structures, lots, or other factors with respect to development standards.

B. *Preliminary short subdivisions and preliminary subdivisions.*

- 1. The proposal is in conformance with the comprehensive plan, shoreline master program, and any other city-adopted plans;
- 2. Provisions have been made for water, storm drainage, erosion control and sanitary sewage disposal for the subdivision that are consistent with current standards and plans as adopted in city code or ordinance;
- 3. Provisions have been made for roads, utilities, street lighting, street trees and other improvements that are consistent with the zoning code, Chapter 16.90 MMC, and engineering standards;
- 4. Provisions have been made for dedications, easements and reservations;
- 5. The proposal complies with the relevant requirements of the zoning code and all other relevant local regulations;
- 6. Appropriate provisions are made for:
 - a. The public health, safety, and general welfare and for such open spaces, drainage ways, streets or roads, alleys or other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and school grounds and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school; and
 - b. The public use and interest will be served by the platting of such subdivision and dedication.

C. *Short unit lot subdivision.*

1. Applicability.

- a. The provisions of this subsection apply exclusively to the short unit lot subdivision of land proposed to be developed as

middle housing with attached or detached dwellings in all zoning residential districts in which residential dwellings are permitted.

b. This subsection may only be utilized for the division of lots which either meet the minimum lot size for the underlying zone or are legal non-conforming lots that existed prior to June 30, 2025.

c. Unless expressly modified by this section, all provisions applicable to short subdivisions, including subsection B above, are also applicable to short unit lot subdivisions.

2. General Requirements.

a. Unit lots shall be subject to all applicable requirements of the City's zoning code, except as otherwise modified by this section.

b. *Subdivision of middle housing units on a single lot.* A short unit lot subdivision proposed for a residential lot shall be limited such that the maximum number of lots shall be no greater than the maximum number of dwelling units on a lot as set forth in MMC 16.21.060. In addition, each unit lot shall be entirely outside of a critical area and shoreline buffers, and building setbacks shall be required from any critical area buffer consistent with Subtitles 16.5 and 16.6 of the Medina Municipal Code.

c. Development on individual unit lots within the unit lot subdivision need not conform to the minimum lot area, minimum density, or dimensional requirements; provided, however, that any structure located upon a unit lot shall comply with the maximum building height requirements and the density requirements for the underlying zone. The overall development of the parent lot must meet the development and design standards of the underlying zone, including the maximum density. The maximum lot coverage for the underlying zone shall apply collectively to all properties within the unit lot subdivision based on the maximum lot coverage for the parent lot prior to subdivision. In addition, if the lot maximum is increased under MMC 16.73.090.C.2.b based on the development of one or more accessory dwelling units, then the usage of those lots shall be permanently restricted to use for an accessory dwelling unit and may not be converted for use for a different type of dwelling unit.

d. Within the parent lot, required parking for the dwelling units may be provided on a different unit lot than the lot with the dwelling unit if the right to use that parking is formalized by an easement recorded with the King County Recorder's Office.

e. A short unit lot subdivision shall make adequate provisions through easements for ingress, egress, emergency services, and utilities access to and from each unit lot created by reserving such common areas or other areas over, under, and across the parent lot as necessary to comply with all applicable development standards. Such easements shall be recorded with the King County Recorder's Office.

f. Access easements, joint use agreements, and maintenance agreements identifying the rights and responsibilities of property owners and any homeowners association shall be executed for use and maintenance of common garage, parking, and vehicle access areas, landscaping, underground utilities, common

open space, exterior building facades and roofs, any portions of the parent lot not subdivided for individual unit lots, and other similar features, and shall be recorded with the King County Recorder's Office.

g. If the development includes zero lot line residential development, the performance standards contained in MMC 16.73.095 will also apply.

3. Notes on Plat. Notes shall be placed on the plat recorded with the King County Recorder's Office to state the following:

a. The title of the plat shall include the phrase "Short Unit Lot Subdivision."

b. The individual unit lots are not separate buildable lots. Additional development of the individual unit lots may be limited as a result of the application of development standards to the parent lot.

c. Approval of the design and layout of the development was granted by the review of the development as a whole on the parent lot.

d. Additional development of the individual unit lots, including but not limited to reconstruction, remodel, maintenance, addition, or changes in use shall comply with conditions of approval of the short unit lot subdivision and may be limited as a result of the application of development standards to the parent lot or other applicable regulations.

e. Subsequent platting actions, additions, or modifications to any buildings may not create a nonconformity of the parent lot nor create any additional lots.

e. Additional divisions of land which create a new lot shall not be permitted in this Short Unit Lot Subdivision.

Section 7. A new Section 16.73.095 is hereby added to the Medina Municipal Code to read as follows:

16.73.095 Lot segregations – Zero-lot-line development.

In any zone where zero-lot-line development is permitted, interior setbacks may be modified during the short unit lot subdivision review as follows:

A. If a building is proposed to be located within a normally required interior setback:

1. An easement shall be provided on the abutting lot of the subdivision that is wide enough to ensure a 10-foot separation between the walls of structures on adjoining lots, except as provided for common wall construction;

2. The easement area shall be free of permanent structures and other obstructions that would prevent normal repair and maintenance of the structure's exterior;

3. Buildings utilizing reduced setbacks shall not have doors that open directly onto the private yard areas of abutting property. Windows in such buildings shall not be oriented toward such private yard areas unless they consist of materials such as glass block,

textured glass, or other opaque materials, and shall not be capable of being opened, except for clerestory-style windows or skylights; and

4. The final short plat shall show the approximate location of buildings proposed to be placed in a standard setback area.

B. In the residential zones, setbacks on existing individual lots may be modified; provided that the standards set forth in subsection (A)(1) of this section are met.

C. The common wall construction as described in this section, must be a minimum length of twenty-five percent of the total length of each unit, or fifteen feet, whichever is longer.

Section 8. Section 16.73.100 of the Medina Municipal Code is hereby amended to read as follows:

16.73.100. Submittal requirements.

An applicant seeking approval of a lot line adjustment, preliminary short subdivision, preliminary short unit lot subdivision, or preliminary subdivision must submit a complete application requesting approval. It is the responsibility of the applicant to provide all of the necessary information before the application is processed. In conjunction with the appropriate fee, a complete application under this chapter shall include, but is not limited to, the following:

- A. Application shall be made on the appropriate forms prescribed by the city and shall be signed and dated by the property owner or authorized agent. When an authorized agent is involved, they shall provide proof they represent the legal interests of the property owner.
- B. The application shall contain each of the following:
 - 1. The name, address and telephone number of the applicant and person to be contacted;
 - 2. The King County assessor's tax identification number;
 - 3. The name, address and telephone number of the owner of the property;
 - 4. Address or location of the property to be subdivided;
 - 5. Legal description of the property (from the title report verbatim);
 - 6. The existing zone classification of the property;
 - 7. The existing shoreline environmental designation if any land is within 200 feet of the ordinary high water mark as defined by RCW 90.58.030(2)(b);
 - 8. Approximate project site lot area in acres;
 - 9. The range of lot sizes in square feet.
- C. Plan drawings.
 - 1. All drawings shall be to scale on an 18-inch by 24-inch sheet of paper (multiple sheets may be used in order to provide clarity).
 - 2. Lot line adjustment. In addition to the illustrations prescribed in subsection (C)(3) of this section, plan drawings for lot line adjustments shall include the following:
 - a. The final lot boundaries shall be shown with a heavier line weight to clearly distinguish them from existing boundaries;
 - b. A full and correct legal description of the revised lots; and

- c. Comply with the survey requirements set forth in MMC 16.73.060.
- 3. Preliminary short plat/plat. Drawings shall include the following illustrations:
 - a. Location of the site by section, township, range;
 - b. North arrow and the boundary of the lands being divided or having the boundaries adjusted;
 - c. Scale at not less than one inch equals 100 feet (larger scales such as 1:50, 1:20, and 1:30 are preferred);
 - d. Vicinity map showing the site clearly marked (smaller scale than 1:100 is acceptable);
 - e. The proposed layout and dimensions of lots and tracts;
 - f. The name of any adjacent subdivisions;
 - g. The approximate location, names and width of all existing and proposed streets, roads, private lanes and access easements within the boundaries of the lands being affected;
 - h. The location of existing and proposed improvements such as storm water facilities, sidewalks, utilities, power poles, etc., within the boundaries of the lands being affected and adjacent lots;
 - i. All existing and/or proposed easements or divisions proposed to be dedicated for any public purpose or for the common use of the property owners of the lands being subdivided;
 - j. A full and correct description of the lands being divided or having the lot lines adjusted;
 - k. Approximate location of existing structures and other improvements located on the site and whether such structures are proposed to remain on the property;
 - l. Shorelines, streams, wetlands, wildlife habitat conservation areas, and geologically hazardous areas as defined in Chapter 16.50 MMC, Critical Areas, and the shoreline master program;
 - m. Topographical information showing existing contour lines at intervals of two feet elevation; and
 - n. For short unit lot subdivisions, show the boundaries of the parent lots and unit lots, show areas of common use, show ingress and ingress, show all setback lines, and show the general building footprints for the proposed unit lots.
- D. Reduced plan drawing consisting of an 11-inch by 17-inch reproducible copy of the site plan containing the information prescribed in subsection (B) of this section, except this provision shall not apply to a lot line adjustment.
- E. Title report issued within 30 days of application, showing all persons having an ownership interest, a legal description describing exterior boundary of application site and listing all encumbrances affecting the site.
- F. Public notice packet as required by the corresponding application.
- G. Environmental (SEPA) checklist for a subdivision application.
- H. Water and sewer availability from city of Bellevue utilities (not applicable to a lot line adjustment).
- I. Perimeter lot closures for all lots, tracts, and the exterior boundary.

- J. Any related information and/or studies (including but not limited to storm drainage report and critical areas report) required by other provisions of the Medina Municipal Code, identified in the preapplication meeting, or deemed necessary by the director.

Section 9. Section 16.73.110 of the Medina Municipal Code is hereby amended to read as follows:

16.73.110. Approval criteria—Final short subdivision and subdivision.

The following criteria shall be used to review and approve a final short subdivision, final short unit lot subdivision, and final subdivision:

- A. Conforms to all terms of the preliminary approval;
- B. Meets all zoning and engineering requirements;
- C. Meets all requirements of this chapter;
- D. Meets all applicable local and state laws that were in effect at the time of vesting; and
- E. Improvements have been constructed, or a bond or other security has been secured at 130 percent of the estimated construction value accepted by the city.

Section 10. Section 16.73.120 of the Medina Municipal Code is hereby amended to read as follows:

16.73.120. Submittal requirements—Final short subdivision and subdivision.

An applicant seeking final approval of a short subdivision, short unit lot subdivision, or subdivision must submit a complete application requesting approval. It is the responsibility of the applicant to provide all of the necessary information before the application is processed. In conjunction with the appropriate fee, a complete application for a final subdivision approval shall contain, but is not limited to, the following:

- A. Application shall be made on the appropriate forms prescribed by the city and shall be signed and dated by the property owner or authorized agent.
- B. Final plan drawings.
 - 1. All drawings shall be to scale on an 18-inch by 24-inch sheet of paper (multiple sheets may be used);
 - 2. Contain the illustration and information set forth in MMC 16.73.100(C)(3), except the director may approve a scale up to one inch equals 200 feet in order to fit the layout of a plat on a single sheet;
 - 3. Meet the survey requirements set forth in MMC 16.73.060;
 - 4. Include addressing of individual lots assigned by the city;
 - 5. Certificate for the approval signatures detailed in MMC 16.73.080;
 - 6. Treasurer's certificate to ensure payment of taxes; and
 - 7. Other information requested during the preliminary short plat or plat approval.
- C. If the short subdivision, short unit lot subdivision, or subdivision includes a dedication, the following statements shall be included:

1. The dedication of all streets and other areas to the public, and individual or individuals, religious society or societies, or to any corporation, public or private, as shown on the plat;
2. A waiver of all claims for damages against any governmental authority which may be occasioned to the adjacent land by the established construction, drainage and maintenance of said road;
3. Said statements shall be signed and acknowledged before a notary public by all parties having any interest in the lands subdivided.
- D. Lot numbering. Lots shall be consecutively numbered; tracts shall be lettered alphabetically and in consecutive order.
- E. Plat certificates. Three copies of a plat certificate for the subject property shall accompany a final subdivision application.
- F. Perimeter lot closures for all lots, tracts, and the exterior boundary.
- G. For short unit lot subdivisions, the following notes shall be included on the face of the plat:
 1. The title of the plat shall include the phrase "Short Unit Lot Subdivision."
 2. The individual unit lots are not separate buildable lots. Additional development of the individual unit lots may be limited as a result of the application of development standards to the parent lot.
 3. Approval of the design and layout of the development was granted by the review of the development, as a whole, on the parent lot.
 4. Additional development of the individual unit lots, including but not limited to reconstruction, remodel, maintenance, addition, or changes in use shall comply with conditions of approval of the unit lot subdivision and may be limited as a result of the application of development standards to the parent lot or other applicable regulations.
 5. Subsequent platting actions, additions, or modifications to any buildings may not create a nonconformity of the parent lot nor create any additional lot.
 6. Additional divisions of land which create a new lot shall not be permitted in this Short Unit Lot Subdivision.

Section 11. Section 16.73.140 of the Medina Municipal Code is hereby amended to read as follows:

16.73.140. Recording with county auditor.

All lot line adjustments, final short subdivisions, final short unit lot subdivisions, and final subdivisions shall be filed for record with the office of the King County auditor. The applicant shall furnish three copies of the recorded document to the city and one copy shall be filed with the King County assessor.

Section 12. Section 16.73.150 of the Medina Municipal Code is hereby amended to read as follows:

16.73.150. Expiration of final approval.

Approvals of lot line adjustments, final subdivisions, final short unit lot subdivisions, and final short subdivisions shall automatically expire if the plans are not recorded within one year of the written approval date.

Section 13. Severability. If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of any other section, sentence, clause, or phrase of this ordinance.

Section 14. Publication. This Ordinance shall be published by an approved summary consisting of the title.

Section 15. Corrections. Upon the approval of the city attorney, the city clerk, and/or the code publisher is authorized to make any necessary technical corrections to this ordinance, including but not limited to the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any reference thereto.

Section 16. Effective Date. This ordinance shall take effect at 12:01 AM on July 1, 2025, which is at least five days after publication as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF MEDINA ON THE XX DAY OF XX 2024 BY A VOTE OF X FOR, X AGAINST, AND X ABSTAINING, AND IS SIGNED IN AUTHENTICATION OF ITS PASSAGE THE XX DAY OF XX 2024.

Jessica Rossman, Mayor

Approved as to form:
Inslee Best Doezie & Ryder, P.S.

Attest:

Jennifer R. Robertson, City Attorney

Aimee Kellerman, City Clerk

PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO.: / AB



MEDINA, WASHINGTON

AGENDA BILL

May 27th, 2025

Subject: City Manager Recruitment Update

Category: City Business

Contacts: Finance Director Ryan Wagner, GMP Consultant Debbie Tarry

Summary

The purpose of this agenda item is to provide the Medina City Council with the updated Finalist Interview Schedule for June 5th and 6th, for feedback and approval.

On May 22nd, the Personnel Committee met to discuss and update the schedule to bring to Council on the 27th.

Agenda Time Estimates

Drafted Finalist Process – 15 Minutes

Budget/Fiscal Impact: Potential Fiscal impact with Interview Process

Recommendation: Discussion and Approval

City Manager Approval: N/A

Proposed Council Motion: “I propose to approve the Finalist Interview Schedule.”

Attachments:

- Drafted Finalist Process
- Medina Tour Route

Medina Finalist Process

Day 1 – Thursday, June 5

- 10:00 – 11:00 am: City Group Tour (Candidates, Council Sub-Group, City Representative)
 - **City to-do:** Get vehicle(s), drivers, determine tour route & plan w/ defined stops, provide name tags
 - **GMP to-do:** Notify candidates of time and location (Start @ City Hall)

Vehicle Option

- 1) City Vehicles – Split group into two separate cars for tour, shared audio

Staff on Tour

- 1) Ryan Osada
- 2) Steve Wilcox

- **GMP to-do:** Notify candidates of time and location (Start @ City Hall)

Lunch

- 1) Catered Lunch at City Hall
- 11:30 am – 12:45 pm: Catered lunch w/ 3 candidates, Council Sub-Group, Dept Directors & Community Stakeholders
 - **City to-do:** Decide on attendees, select location and arrange for lunch, provide name tags and/or name tents
 - **GMP to-do:** Notify candidates time and location

Afternoon Interviews (Dept. Directors & Community Stakeholders)

Time Slot	Public Safety	Planning	PW/Parks	Admin
Staff	Chief Jeff Sass	Steve Wilcox	Ryan Osada	Ryan W & Aimee K.
Stakeholder	Rosalie Gann	Laura Bustamante	Collette McMullen	
1:00 – 1:15	Panels Prep w/ Debbie as Group			
1:15 -1:45	Miller	Huebner	Swanson	
2:00 – 2:30		Miller	Huebner	Swanson
2:45 – 3:15	Huebner	Swanson		Miller
3:30 – 4:00	Swanson		Miller	Huebner
4:00 – 4:45	Panels Debrief w/ Debbie as Group			

City to-do: Verify panel members, make non-confidential binders for interview panelists, assign rooms for panels, set-up rooms, water/snacks for candidates & interview panel members, approve interview questions, provide name tents and/or name tags for interview panel members

GMP to-do: Provide non-confidential electronic packet to City, draft Interview questions, facilitate prep and debrief

6:00-7:30 pm: Reception (Council, Staff, Community) - St. Thomas

City to-do: advertise, produce comment cards, provide receptacles for comment cards, provide pens for participants to use, provide name tags, provide any refreshments

GMP: Finalize format based on city input, provide information to candidates, provide electronic format of comment cards, summarize comment cards

Reception Venue

- 1) St Thomas School, Center for Leadership and Innovation
- 2) Council reception introduction, Debbie can Emcee after that

Noticing

- 1) Flyers, city website and electronic notifications
- 2) Questions can be submitted beforehand

Day 2 – Friday, June 6

Council Interviews – Executive Session

Time Slot	Candidate
9:30 – 10:00 am	Council Prep w/ Debbie
10:00 – 11:15 am	Huebner
11:30 – 12:45 am	Miller
12:45 – 1:30 pm	Lunch Break
1:30 – 2:45 pm	Swanson
2:45 – 4:00 pm	Council Debrief

City to-do: Confirm schedule, notice meeting (Executive Session w/ potential or no action following executive session), set-up room, approve interview questions, produce confidential candidate, binders for council members, provide name tents, provide lunch for council & facilitators, provide water/snacks for Council, provide water for candidates

GMP to-do: Notify candidates, provide draft of interview questions, provide electronic confidential candidate packets, facilitate prep and debrief

Next Steps + Potential Action

- 1) Special meeting to continue deliberation?
- 2) June 9th executive session

Medina Tour Outline

- 1) Start at City Hall
- 2) Stop 1 Kitchen Market/PO
- 3) NE8th - Overlake Drive
- 4) Viewpoint/Medina Heights
- 5) 84th - NE 24th
- 6) 83rd Ave - NE 28th
- 7) Stop 2 Lid/Fairweather
- 8) North point Loop
- 9) Evergreen to OGC
- 10) NE 12th/St Thomas
- 11) Stop 3 Public Works
- 12) Return to City Hall

Stop 2 - Lid/Fairweather

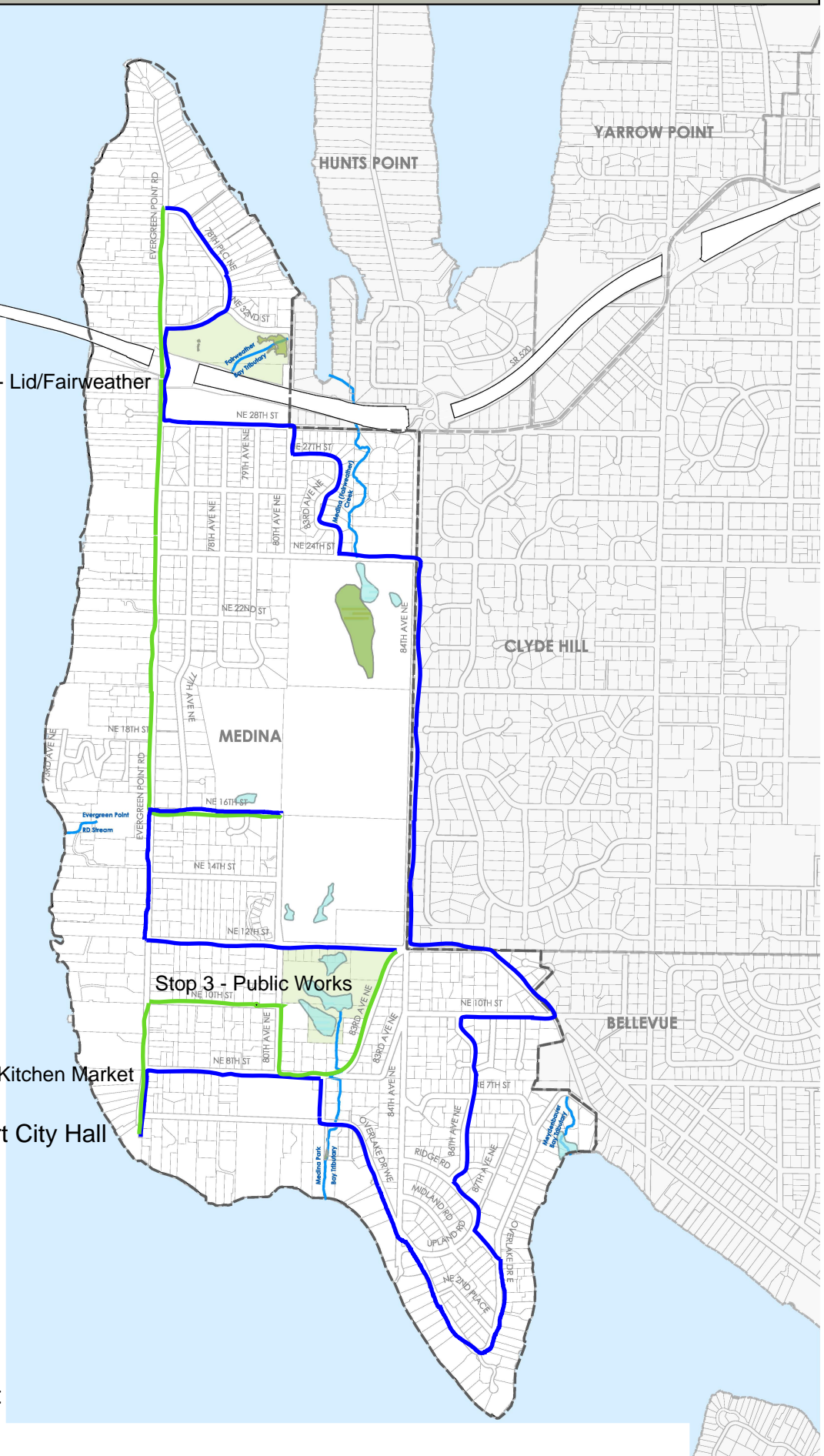
Stop 1 - Kitchen Market

Start City Hall

Stop 3 - Public Works

Source : King County, City of Medina,
Washington State Department of Natural
Resources -Division of Geology and Earth
Resources, Open Street Maps, Google Maps,
Cartography : Q.GIS
The information displayed here is based on
the best available data at the time of
publication. Neither the authors, King County,
City of Medina, or any other party here
warrant or represent that the information is in
every respect complete and accurate, and
are not held responsible for errors or
omissions.

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MEDINA, WASHINGTON

AGENDA BILL

May 27, 2025

Subject: Presentation and Approval of WRIA 8 Interlocal Agreement Renewal

Category: City Business

Staff Contact(s): Ryan Osada, Public Works Director

Summary

The current 10-year WRIA 8 Interlocal Agreement (ILA) between the City of Medina expires December 31, 2025. The ILA provides a mechanism and governance structure for the joint funding, planning, and implementation of priority salmon recovery projects and programs. The ILA and the memorandum of understanding between King County as WRIA 8 service provider and the Salmon Recovery Council (SRC) need to be renewed to continue the WRIA 8 salmon recovery effort. The new ILA is intended to be effective on January 1, 2026. The current WRIA 8 ILA has served partner governments well and no major changes have been identified to the purpose, structure, or function of the Salmon Recovery Council or Management Committee. Therefore, the proposed draft ILA largely reflects clerical edits and reorganization to improve clarity, reflect current practice, and make the ILA more concise.

This project meets and supports Council's priorities 1, 3 & 4:

1. Financial Stability and Accountability
2. Quality Infrastructure
3. Efficient and Effective Government
4. Public Safety and Health
5. Neighborhood Character

Attachment(s)

WRIA 8 ILA_2026-2035_FINAL
 WRIA 8_ILACostShare_2025_FINAL
 ILA_10_year_progress_factsheet_Nov2024

Budget/Fiscal Impact: ~ \$3,000 / year

Recommendation: Discussion and Direction.

City Manager Approval:

Proposed Council Motion: "I move to authorize the Interim City Manager to approve renewal of interlocal agreement with WRIA 8"

Time Estimate: 20 minutes

INTERLOCAL AGREEMENT

For Chinook Salmon Conservation Planning for the Watershed Basins within
Water Resource Inventory Area 8

PREAMBLE

THIS AGREEMENT ("Agreement") is entered into pursuant to Chapter 39.34 Revised Code of Washington (RCW) by and among the eligible governments signing this agreement that are located in King and Snohomish Counties, lying wholly or partially within the management area of the Lake Washington/Cedar/Sammamish Watershed or Watershed Resource Inventory Area ("WRIA") 8, which includes all or portions of the Lake Washington, Cedar River, and Sammamish River basins, all political subdivisions of the State of Washington (individually for those signing this Agreement, "party", and collectively "parties").

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

WHEREAS, Puget Sound Chinook salmon, including the WRIA 8 Cedar and Sammamish populations, were listed as threatened under the Endangered Species Act (ESA) in 1999 and steelhead trout were listed as threatened under ESA in 2007; and

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

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

WHEREAS, the parties have executed Interlocal Agreement for the years 2001-2005 to develop the WRIA 8 Plan, contributed to the federally-approved Puget Sound Salmon Recovery Plan, and desire to continue providing efficient participation in the implementation of such plans; and

WHEREAS, the parties took formal action in 2005 to ratify the WRIA 8 Plan, and

WHEREAS, the parties have executed the 2001-2005 Interlocal Agreement, and extensions for the years 2007-2015 and 2016-2025 to implement the WRIA 8 Plan and improve watershed health; and

WHEREAS, the parties seek information on watershed conditions and salmon conservation and recovery needs to inform local decision-making bodies regarding actions in response to listings under the ESA; and

WHEREAS, the parties have participated for 20 years in prioritizing and contributing resources and funds for implementing projects and programs to protect and restore salmon habitat and watershed health; and

WHEREAS, the parties wish to monitor and evaluate implementation of the WRIA 8 Plan through adaptive management; and

WHEREAS, the parties wish to continue to identify, coordinate, and implement habitat, water quality, flood hazard reduction, and water quantity projects in the watersheds; and

WHEREAS, the parties recognize climate change is likely to affect watershed ecosystem function and processes, and salmon habitat restoration actions are a proactive approach to making the watershed ecosystem more resilient to changing conditions, which supports watershed health for human communities and salmon populations; and

WHEREAS, the parties have an interest in participating on the Puget Sound Salmon Recovery Council and other groups associated with Puget Sound recovery because of the contributions of the Lake Washington/Cedar/Sammamish Watershed to the overall health of Puget Sound and to collectively seek funding to implement the WRIA 8 Plan; and

WHEREAS, the parties have an interest in participating on the Washington Salmon Coalition and other groups associated with the Salmon Recovery Funding Board to collectively seek funding to implement the WRIA 8 Plan; and

WHEREAS, the parties have an interest in supporting implementation of the Puget Sound Partnership Action Agenda to restore the health of Puget Sound as it relates to salmon recovery and WRIA 8 priorities; and

WHEREAS, the parties recognize the importance of efforts to protect and restore habitat for multiple species in WRIA 8, including Lake Sammamish kokanee, and will seek opportunities to partner and coordinate Chinook recovery efforts with these other efforts where there are overlapping priorities and benefits; and

WHEREAS, the parties have an interest in achieving multiple benefits by integrating salmon recovery planning and actions with other regional efforts, including floodplain management, stormwater management, water quality improvement, etc.; and

WHEREAS, the parties recognize that identification of watershed issues, and implementation of salmon conservation and recovery actions may be carried out more efficiently if done cooperatively than if carried out separately and independently;

NOW, THEREFORE, in consideration of the mutual promises, benefits and covenants contained herein, the parties hereto do mutually covenant and agree as follows:

MUTUAL COVENANTS AND AGREEMENTS

1. **DEFINITIONS.** For purposes of this Agreement, the following terms shall have the meaning provided for below:
 - 1.1. **ELIGIBLE GOVERNMENTS:** The governments eligible for participation in this Agreement as parties are state, local, and federally recognized Indian tribal governments, state and local agencies, and special purpose districts within WRIA 8 boundary.
 - 1.2. **WRIA 8 ILA Parties:** The Parties to the WRIA 8 Interlocal Agreement (“Party” or “Parties”) are the *Eligible Governments* who sign this Agreement and are responsible for implementing this Agreement. The Parties to this ILA shall each designate a representative and alternate representative to the *WRIA 8 Salmon Recovery Council*.
 - 1.3. **WRIA 8 SALMON RECOVERY COUNCIL:** The *WRIA 8 Salmon Recovery Council* created herein is the governing body responsible for implementing this Agreement and is comprised of *Party* representatives and *Stakeholders*. The *WRIA 8 Salmon Recovery Council* is a voluntary association of *Eligible Governments* located wholly or partially within the management area of WRIA 8. The *WRIA 8 Salmon Recovery Council* shall be responsible for making recommendations for implementing the *WRIA 8 Plan* to the *Parties*.
 - 1.4. **LAKE WASHINGTON/CEDAR/SAMMAMISH WATERSHED (WRIA 8) CHINOOK SALMON CONSERVATION PLAN:** The *WRIA 8 Chinook Salmon Conservation Plan* (*WRIA 8 Plan*) as referred to herein is the three volume document, the 2017 update to the WRIA 8 Plan, and any subsequent updates adopted in accordance with the procedures provided for in Section 6 below, developed in partnership with *Stakeholders* and ratified by the *Parties* for the purposes of preserving, protecting, and restoring habitat with the intent to recover listed species, including sustainable, genetically diverse, harvestable populations of naturally spawning Chinook salmon.
 - 1.4. **MANAGEMENT COMMITTEE:** *Management Committee* as referred to herein is chosen by *Party* representatives, according to the voting procedures in Section 5 herein, charged with certain oversight and administrative duties on behalf of the *Parties* as provided in Section 4.2.
 - 1.5. **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 Salmon Recovery Council*, in exchange for payment. The *Service Provider* may be a party to this Agreement.
 - 1.6. **FISCAL AGENT:** The *Fiscal Agent* refers to that agency or government which performs all accounting services for the *WRIA 8 Salmon Recovery Council*, as it may require, in accordance with the requirements of Chapter 39.34 RCW.

- 1.7 **STAKEHOLDERS:** *Stakeholders* refers to those public and private entities within WRIA 8 who reflect the diverse interests integral for planning, implementation, and adaptive management of the **WRIA 8 Plan**.
2. **PURPOSES.** The purposes of this Agreement include the following:
- 2.1 To provide a mechanism and governance structure for the implementation and adaptive management of the **WRIA 8 Plan**.
 - 2.2 To share the cost of the WRIA 8 Service Provider team to coordinate and provide the services necessary for the successful implementation and management of the **WRIA 8 Plan**. The maximum financial or resource obligation of any participating eligible jurisdiction under this Agreement shall be limited to its share of the cost of the Service Provider staff and associated operating costs.
 - 2.3 To provide a mechanism for securing technical assistance and funding from state agencies or other sources.
 - 2.4 To provide a mechanism for the implementation of other multiple benefit habitat, water quality and floodplain management projects with local, regional, state, federal and non-profit funds as may be contributed to or secured by the **WRIA 8 Salmon Recovery Council**.
 - 2.5 To annually recommend WRIA 8 salmon recovery programs and projects for funding by the King County Flood Control District through the District's Cooperative Watershed Management grant program.
 - 2.6 To serve as the salmon recovery "Lead Entity" as designated by state law (Chapter 77.85 RCW) for WRIA 8. The Lead Entity is responsible for developing a salmon recovery strategy, working with project sponsors to develop projects, convening local technical and citizen committees to annually recommend WRIA 8 salmon habitat restoration and protection projects for funding by the State of Washington Salmon Recovery Funding Board, and representing WRIA 8 in Puget Sound region and statewide salmon recovery forums.
 - 2.7 To provide a framework for cooperation and coordination among the parties on issues relating to the implementation of the **WRIA 8 Plan** and to meet the requirement or 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.
 - 2.8 To develop and articulate WRIA-based positions on salmon habitat, conservation, and funding to state and federal legislators.
 - 2.9 To provide for the ongoing participation of residents and other **Stakeholders** in salmon recovery and other watershed efforts and to ensure continued public outreach efforts to

educate and garner support for current and future watershed and ESA listed species response efforts in accordance with the **WRIA 8 Plan**.

- 2.10 To provide information for parties to use to inform land use planning, regulations, and outreach and education programs.
- 2.11 To provide a mechanism for on-going monitoring and adaptive management of the **WRIA 8 Plan** as defined in the Plan.

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 on execution by at least nine (9) of the **Eligible Governments** representing at least seventy percent (70%) of the affected population, as authorized by each **Parties'** legislative body, and further provided that after such signatures this Agreement has been filed by King County and Snohomish County in accordance with the terms of RCW 39.34.040 and 200. Once effective, this Agreement shall remain in effect through December 31, 2035; provided, however, that this Agreement may be extended for such additional terms as the parties may agree to in writing, with such extension being effective upon its execution by at least nine (9) of the **Eligible Governments** representing at least seventy percent (70%) of the affected population of WRIA 8.
- 4. **ORGANIZATION AND MEMBERSHIP.** The parties hereby establish **WRIA 8 Salmon Recovery Council** to serve as the formal governance structure for carrying out the purposes of this Agreement in collaboration with **Stakeholders**.
 - 4.1 Each **Party** shall appoint one (1) elected official and one (1) alternate to serve as its representative on the **WRIA 8 Salmon Recovery Council**. The alternate representative may be a different elected official or senior staff person. **Party** representatives shall be responsible for maintaining the **Party's** status as an active party by attending **WRIA 8 Salmon Recovery Council** meetings. A **Party** representative's position will be considered inactive on the third consecutive absence and shall not be included in calculating a quorum under Section 5.1. **Stakeholders** shall be appointed or removed by **Party** representatives using the voting provisions of Section 5.3 of this Agreement.
 - 4.2 Upon the effective execution of this agreement and the appointment of representatives to the **WRIA 8 Salmon Recovery Council**, the **WRIA 8 Salmon Recovery Council** shall meet and choose from among the **Party** representatives, according to the voting provisions of Section 5, at least five (5) elected officials or their designees, to serve as a **Management Committee** to oversee and direct the scope of work, funds, and personnel agreed to and contributed under this Agreement, in accordance with the adopted annual budget, work program, and such other directions as may be provided by the **WRIA 8 Salmon Recovery Council**. Representatives of the **Fiscal Agent** and **Service Provider**

may serve as non-voting ex officio members of the **Management Committee**. The **Management Committee** shall act as an executive subcommittee of the **WRIA 8 Salmon Recovery Council**, responsible for oversight and evaluation of any **Service Providers** or consultants, administration of the budget and work program, and for providing recommendations on administrative matters to the **WRIA 8 Salmon Recovery Council** for action, consistent with the other subsections of this section.

- 4.3 The **Service Provider** to the **WRIA 8 Salmon Recovery Council** for the term of this agreement shall be King County Department of Natural Resources and Parks, unless the **Parties**, pursuant to the voting provisions of Section 5, choose another primary **Service Provider**. The **Management Committee** shall prepare a Memorandum of Understanding to be signed by an authorized representative of the **Service Provider** and an authorized representative of **WRIA 8 Salmon Recovery Council**, which shall set out the expectations for services to be provided. Services should include, without limitation, identification of, and job descriptions for, dedicated staff, 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.

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

- 4.4 By October 1 of each year, the **WRIA 8 Salmon Recovery Council** shall develop 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 according to the average of the population, assessed valuation and area attributable to each **Parties**, in accordance with the formula set forth in Exhibit A, which formula shall be updated every third year by the **WRIA 8 Salmon Recovery Council**. Individual cost shares may change more frequently than every three years for **Parties** involved in an annexation that changes the area, population, and assessed value calculation of such party to the extent that the cost shares established by the formula set forth in Exhibit A would be changed by such annexation. For parties that are not county or city governments, the level of funding and resource obligation will be determined in communications with the **Management Committee**, which will develop a recommendation for review and approval by the **WRIA 8 Salmon Recovery Council**.

- 4.5 **Party** representatives of the **WRIA 8 Salmon Recovery Council** shall oversee and administer the expenditure of budgeted funds and allocate resources contributed by each

Party or obtained from other sources in accordance with implementation and adaptive management of the **WRIA 8 Plan** during each year of this Agreement.

- 4.6 The **WRIA 8 Salmon Recovery Council** shall review and evaluate the duties to be assigned to the **Management Committee** hereunder and the performance of the **Fiscal Agent** and **Service Provider** to this Agreement and provide for whatever actions deemed appropriate and necessary to ensure that quality services are efficiently, effectively, and responsibly delivered in the performance of the purposes of this Agreement. The performance of the Service Provider and Fiscal Agent shall be assessed every two years starting in 2027. In evaluating the performance of any **Service Provider**, the **WRIA 8 Salmon Recovery Council** may retain an outside consultant to perform a professional assessment of the work and services so provided.
- 4.7 The **WRIA 8 Salmon Recovery Council** through the primary **Service Provider** may contract with similar watershed forum governing bodies or any other entities for any lawful purpose related hereto, including specific functions and tasks which are initiated and led by another party to this Agreement beyond the services provided by the primary **Service Provider**. 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. Nothing in this Agreement shall be construed as creating a separate legal or administrative entity. The **Parties** acknowledge neither the **WRIA 8 Salmon Recovery Council** nor the **Management Committee** is a separate legal entity.
- 4.8 The **WRIA 8 Salmon Recovery Council** shall adopt operating and voting procedures for its deliberations, but such procedures shall not affect the voting provisions contained in Section 5. The **WRIA 8 Salmon Recovery Council** shall also adopt other rules and procedures that are consistent with its purposes as stated herein and are necessary for its operation.
5. **VOTING.** The **Parties** on the **WRIA 8 Salmon Recovery Council** shall make decisions; approve scopes of work, budgets, 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** at the meeting, or by a majority recommendation agreed upon by the active **Parties**, as specified in Section 4.1, with a minority report. Any **Party** who does not accept a majority decision may request weighted voting as set forth below. No action or binding decision will be taken by the **WRIA 8 Salmon Recovery Council** without the presence of a quorum of active **Parties**. A quorum exists if a majority of the active **Parties'** representatives are present

at the **WRIA 8 Salmon Recovery Council** meeting, provided that positions left vacant on the **WRIA 8 Salmon Recovery Council** by **Parties** shall not be included in calculating the quorum.

- 5.2 In the event consensus cannot be achieved, as determined by rules and procedures adopted by the **WRIA 8 Salmon Recovery Council**, the **WRIA 8 Salmon Recovery Council** 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 Salmon Recovery Council** action.
 - 5.2.2 The weighted vote of each **Party** in relation to the weighted votes of each of the other **WRIA 8 ILA Parties** shall be determined by the percentage of the annual contribution by each **Party** set in accordance with Subsection 4.4 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 active **Parties** and by a majority of the weighted votes of the active **Parties**. A vote of abstention shall be recorded as a “no” vote.
- 5.3 The **WRIA 8 Salmon Recovery Council** may deem it appropriate to appoint to the **WRIA 8 Salmon Recovery Council** non-party **Stakeholder**.
 - 5.3.1 Nomination of **Stakeholder** may be made by any **Party** representative to the **WRIA 8 Salmon Recovery Council**. Appointment to the **WRIA 8 Salmon Recovery Council** of a **Stakeholder** requires either consensus or a dual majority vote of the **Parties** as provided in Section 5.2.
 - 5.3.2 **Party** representatives on the **WRIA 8 Salmon Recovery Council** may deem it appropriate to allow **Stakeholders** to vote on particular **WRIA 8 Salmon Recovery Council** decisions. The **WRIA 8 Salmon Recovery Council** may determine which issues are appropriate for non-party voting by either consensus or majority as provided in Section 5.1, except in the case where legislation requires non-party member votes. **Stakeholders** shall not cast a vote for decisions subject to voting under Section 5.2.
 - 5.3.3 Decisions of the entire **WRIA 8 Salmon Recovery Council** shall be made using a consensus model as much as possible. Voting of the entire **WRIA 8 Salmon Recovery Council** will be determined by consensus or majority as provided in Section 5.1.
 - 5.3.4 By accepting appointment to the **WRIA 8 Salmon Recovery Council**, **Stakeholders** agree to follow the operating and voting procedures established by Section 4.8 and shall not distribute any version or amendment to the **WRIA 8 Plan** which has not been ratified consistent with Section 6.5.

6. **IMPLEMENTATION and ADAPTIVE MANAGEMENT OF THE WRIA 8 CHINOOK SALMON**

CONSERVATION PLAN. The ***WRIA 8 Plan*** shall be implemented consistent with the following:

- 6.1 The ***WRIA 8 Salmon Recovery Council*** shall provide information to the ***Parties*** regarding progress in achieving the goals and objectives of the ***WRIA 8 Plan***. Recommendations of the ***WRIA 8 Salmon Recovery Council*** are to be consistent with the purposes of this Agreement. The ***WRIA 8 Salmon Recovery Council*** may authorize additional advisory bodies on priority topics such as subcommittees and work groups.
- 6.2 The ***WRIA 8 Salmon Recovery Council*** shall act to approve or remand any ***WRIA 8 Plan*** amendments prepared and recommended by the committees of the ***WRIA 8 Salmon Recovery Council*** within ninety (90) calendar days of receipt of the plan amendments, according to the voting procedures described in Section 5. In the event any amendments are not so approved, they shall be returned to the committees of the ***WRIA 8 Salmon Recovery Council*** for further consideration and amendment and thereafter returned to the ***WRIA 8 Salmon Recovery Council*** for decision.
- 6.3 After approval of the ***WRIA 8 Plan*** amendments by the ***WRIA 8 Salmon Recovery Council***, the plan amendments shall be referred to the ***Parties*** for ratification prior to the submission to any federal or state agency for further action. Ratification means an affirmative action, evidenced by a resolution, motion, or ordinance of the jurisdiction's legislative body, by at least nine (9) jurisdictions within WRIA 8 representing at least seventy per cent (70%) of the total population of WRIA 8. Upon ratification, the ***WRIA 8 Salmon Recovery Council*** shall transmit the updated ***WRIA 8 Plan*** to any state or federal agency as may be required for further action.
- 6.4 In the event that any state or federal agency to which the ***WRIA 8 Plan*** or amendments thereto are submitted shall remand the ***WRIA 8 Plan*** or amendments thereto for further consideration, the ***WRIA 8 Salmon Recovery Council*** shall conduct such further consideration and may refer the plan or amendments to the committees of the ***WRIA 8 Salmon Recovery Council*** for recommendation on amendments thereto.
- 6.5 The ***Parties*** agree that any amendments to the ***WRIA 8 Plan*** shall not be forwarded separately by any ***Party*** or ***Stakeholder*** to any regional, state, or federal agency unless the changes have 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 individual financial obligations hereunder as described in Section 2.2 and established in the annual budget adopted by the ***WRIA 8 Salmon Recovery Council*** under this Agreement and described in Section 4.4.

- 7.2 The maximum funding responsibilities imposed upon the **Party** during each year of this Agreement shall not exceed the amounts that are established annually pursuant to Section 4.4 herein.
- 7.3 No later than October 1 of each year of this Agreement, the **WRIA 8 Salmon Recovery Council** 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 responsibilities (e.g., staffing) 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 and implementation activities within WRIA 8. 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 1 of each such year.
- 7.4 Funds collected from the **Parties** or other sources on behalf of the **WRIA 8 Salmon Recovery Council** shall be maintained in a special fund by King County as **Fiscal Agent** and as *ex officio* treasurer on behalf of the **WRIA 8 Salmon Recovery Council** pursuant to rules and procedures established and agreed to by the **WRIA 8 Salmon Recovery Council**. 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.
- 7.5 Any **Party** to this Agreement may inspect and review all records maintained in connection with such fund at any reasonable time.
8. **LATECOMERS.** Any **Eligible Government** 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 Salmon Recovery Council** shall not apply to this section. The **WRIA 8 Salmon Recovery Council** and the **Eligible Government** seeking to become a party shall jointly determine the terms and conditions under which the **Eligible Government** may become a **Party**. The terms and conditions shall include payment of an amount by the new **Party** to the **Fiscal Agent**. The amount of payment is determined jointly by the **WRIA 8 Salmon Recovery Council** and the new **Party**. The payment of the new **Party** is to be a fair and proportionate share of all costs associated with activities undertaken by the **WRIA 8 Salmon Recovery Council** and the **Parties** on its behalf as of the date the **Eligible Government** becomes a **Party**. Any **Eligible Government** 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.**
 - 9.1 Termination can only occur on an annual basis, beginning on January 1 of each calendar year, and then only if the terminating **Party**, through action of its governing body, provides at least sixty (60) days' prior written notice of its intent to terminate. 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. It is possible 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 their respective share of the obligations of the **WRIA 8 Salmon Recovery Council** as reflected in the annual budget. The shares of any terminating **Party** shall not be the obligation of any of the **Parties** not choosing to exercise the right of termination.

- 9.2 This Agreement may be terminated at any time by the written agreement of all **Parties**. In the event this Agreement is terminated all unexpended funds shall be refunded to the parties pro rata based on each **Party's** cost share percentage of the total budgeted funds and any real or personal property acquired to carry out the purposes of this Agreement shall be returned to the contributing party if such **Party** can be identified, and if the party cannot be identified, the property shall be disposed of and the proceeds distributed pro rata as described above for unexpended funds.
10. **PROPERTY:** The **Parties** do not contemplate a need to acquire or hold property to facilitate the purpose of this agreement. To the extent property is acquired on behalf of the **WRIA 8 Salmon Recovery Council**, the ownership of said property shall be retained by the purchasing **Party** and said property will be returned to the purchasing **Party** upon termination of the agreement and/or the purchasing **Party's** participation in the agreement.
11. **HOLD HARMLESS AND INDEMNIFICATION.** To the extent permitted by federal law as governing to tribes and state law as to all other **Parties**, 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's** 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 section shall survive and continue to be applicable to parties exercising the right of termination pursuant to Section 9.
12. **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.

13. **VOLUNTARY AGREEMENT.** This agreement is voluntary 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 the **WRIA 8 Plan** pursuant to this Agreement.
14. **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.
15. **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 non-party members, National Marine Fisheries Service, United States Fish and Wildlife Service, 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 Salmon Recovery Council** or any of the **Parties**, or their officers, elected officials, agents and employees, to any third party.
16. **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 each **Party's** legislative body.
17. **COUNTERPARTS.** This Agreement may be executed in counterparts.
18. **APPROVAL BY PARTIES' GOVERNING BODIES.** The governing body of each **Party** must approve this Agreement before any representative of such **Party** may sign this Agreement.
19. **FILING OF AGREEMENT.** This Agreement shall be filed by King County and Snohomish County in accordance with the provisions of RCW 39.34.040 and .200 and with the terms of Section 3 herein.
20. **PREVIOUS INTERLOCAL.** This Agreement shall repeal and replace the **Parties'** previous interlocal agreement, which was expected to terminate on December 31, 2025, and was adopted on or about July 16, 2015.

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

Approved as to form:

TOWN OF BEAUX ARTS VILLAGE:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF BELLEVUE:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF BOTHELL:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF CLYDE HILL:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF EDMONDS:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF EVERETT:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

TOWN OF HUNTS POINT:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF ISSAQUAH:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF KENMORE:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF KENT:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

KING COUNTY:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF KIRKLAND:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF LAKE FOREST PARK:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF MAPLE VALLEY:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF MEDINA:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF MERCER ISLAND:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF MILL CREEK:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF MOUNTLAKE TERRACE:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF MUKILTEO:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF NEWCASTLE:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF REDMOND:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF RENTON:

By: _____

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Approved as to form:

CITY OF SAMMAMISH:

By: _____

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Date: _____

Approved as to form:

CITY OF SEATTLE:

By: _____

By: _____

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Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF SHORELINE:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

SNOHOMISH COUNTY:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF WOODINVILLE:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

TOWN OF WOODWAY:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

TOWN OF YARROW POINT:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A - WRIA 8 Interlocal Agreement

Regional Watershed Salmon Recovery Funding

WRIA Based Cost-share: WRIA 8 2025

Final ILA Partner Cost Share for 2025 Budget

Approved by WRIA 8 Salmon Recovery Council on September 19, 2024

WRIA 8 Jurisdiction	Population (Pop)		Assessed Value (AV)		Area (Sq. Mi.)		2025 Cost Share (reflects 3.60% CPI-W estimate) (Average of Pop, AV, Area)	WRIA 8 Jurisdiction
Beaux Arts	315	0.02%	\$285,891,000	0.04%	0.08	0.02%	0.03% \$193	Beaux Arts
Bellevue	154,600	8.91%	\$96,339,979,101	13.67%	33.53	7.12%	9.90% \$75,283	Bellevue
Bothell	49,550	2.85%	\$17,957,876,264	2.55%	13.67	2.90%	2.77% \$21,054	Bothell
Clyde Hill	3,115	0.18%	\$4,389,953,700	0.62%	1.06	0.22%	0.34% \$2,603	Clyde Hill
Edmonds	43,370	2.50%	\$16,549,900,400	2.35%	8.97	1.91%	2.25% \$17,118	Edmonds
Everett	33,485	1.93%	\$6,381,442,800	0.91%	5.20	1.11%	1.31% \$9,986	Everett
Hunts Point	460	0.03%	\$1,783,212,000	0.25%	0.29	0.06%	0.11% \$866	Hunts Point
Issaquah	41,290	2.38%	\$17,493,815,787	2.48%	12.11	2.57%	2.48% \$18,843	Issaquah
Kenmore	24,230	1.40%	\$7,459,653,182	1.06%	6.15	1.31%	1.25% \$9,533	Kenmore
Kent	0	0.00%	\$12,761,000	0.00%	0.45	0.10%	0.03% \$246	Kent
King County (Uninc.)	102,707	5.92%	\$35,458,579,530	5.03%	163.04	34.65%	15.20% \$115,568	King County (Uninc.)
Kirkland	96,920	5.58%	\$45,311,849,550	6.43%	17.84	3.79%	5.27% \$40,057	Kirkland
Lake Forest Park	13,660	0.79%	\$4,237,895,040	0.60%	3.51	0.75%	0.71% \$5,409	Lake Forest Park
Maple Valley	5,022	0.29%	\$1,155,422,680	0.16%	0.94	0.20%	0.22% \$1,654	Maple Valley
Medina	2,925	0.17%	\$6,866,863,700	0.97%	1.41	0.30%	0.48% \$3,657	Medina
Mercer Island	25,800	1.49%	\$21,056,678,532	2.99%	6.30	1.34%	1.94% \$14,732	Mercer Island
Mill Creek	21,630	1.25%	\$6,848,308,200	0.97%	4.68	0.99%	1.07% \$8,143	Mill Creek
Mountlake Terrace	23,810	1.37%	\$5,911,042,400	0.84%	4.16	0.88%	1.03% \$7,844	Mountlake Terrace
Mukilteo	21,221	1.22%	\$7,572,645,200	1.07%	5.99	1.27%	1.19% \$9,046	Mukilteo
Newcastle	13,610	0.78%	\$5,376,208,083	0.76%	4.46	0.95%	0.83% \$6,324	Newcastle
Redmond	77,490	4.46%	\$36,605,924,250	5.19%	16.56	3.52%	4.39% \$33,399	Redmond
Renton	70,904	4.08%	\$18,024,891,468	2.56%	14.01	2.98%	3.21% \$24,382	Renton
Sammamish	61,452	3.54%	\$26,240,200,285	3.72%	19.09	4.06%	3.77% \$28,694	Sammamish
Seattle	556,865	32.08%	\$233,153,890,428	33.09%	53.00	11.26%	25.48% \$193,716	Seattle
Shoreline	61,120	3.52%	\$16,722,153,900	2.37%	11.58	2.46%	2.79% \$21,179	Shoreline
Sno. Co. (Uninc.)	213,926	12.32%	\$55,882,188,800	7.93%	55.38	11.77%	10.67% \$81,163	Snoh. Co. (Uninc.)
Woodinville	13,830	0.80%	\$6,429,716,438	0.91%	5.66	1.20%	0.97% \$7,379	Woodinville
Woodway	1,340	0.08%	\$1,112,962,100	0.16%	1.09	0.23%	0.16% \$1,186	Woodway
Yarrow Point	1,135	0.07%	\$2,075,804,200	0.29%	0.36	0.08%	0.15% \$1,108	Yarrow Point
Totals	1,735,781	100.0%	\$704,697,710,018	100.0%	470.56	100.0%	100.0% \$760,366	
							2025 TOTAL	\$760,366

Population:

- Population estimates are based on 2023 OFM April 1st Estimates and 2023 OFM Small Area Estimate Program (SAEP) data for census blocks.
- Jurisdictions entirely within a WRIA are assigned the 2023 OFM April 1st Estimate directly. Jurisdictions that straddle WRIA boundaries are assigned the percent share of the 2023 OFM April 1st Estimate based on a geographic allocation of census blocks across WRIA boundaries, accounting for water areas and public land where people are unlikely to live.
- Note:** This method was tested against the 2021 ILA Cost Share tables using 2020 OFM data and was determined to be highly comparable for estimating population breakdowns. As OFM releases data every year, and the data spans both King and Snohomish Counties, this is a consistent and repeatable analysis across the entire study area.
- The portion of Kent in WRIA 8 is solely the Kent Watershed and has no population allocated to it.

*Assessed Value & Area:

Snohomish County: Assessed value is based on Snohomish County Assessor's data March 2021, for market land value + market improvements value
King County: Assessed value is based on King County Assessor's data February 2021, land + improvements value
Assessed value and area (sq. miles) excludes the Upper Cedar River subwatershed.



Lake Washington/Cedar/Sammamish Watershed (WRIA 8)

2024 F A C T S H E E T

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

The Lake Washington/Cedar/Sammamish Watershed (also referred to as the Water Resource Inventory Area, or WRIA, 8) partnership has actively worked to protect and restore habitat for threatened Chinook salmon and improve watershed health since 2000. The partnership is comprised of 29 local governments, state and federal agencies, community organizations, businesses, and special purpose districts.

WRIA 8 partners are working together for maximum impact

- Guiding implementation of the watershed's salmon recovery plan and identifying the highest priority activities for local, state, and federal grant funding.
- Ensuring partners are knowledgeable about key issues and policies affecting salmon and the most current science informing recovery efforts.
- Providing opportunities for cross-jurisdictional collaboration on high priority restoration activities and legislative outreach.

What's been accomplished in the last 10 years?

Protecting and restoring habitat

200 Grants with **22** Project sponsors

163 Acres planted in riparian

45.3 Total miles riparian treated

4,228 Pieces of wood installed

70.3 Acres of floodplain reconnected

10 Acres of channel/off-channel connected or added

1.2 Miles of levee removed or set back

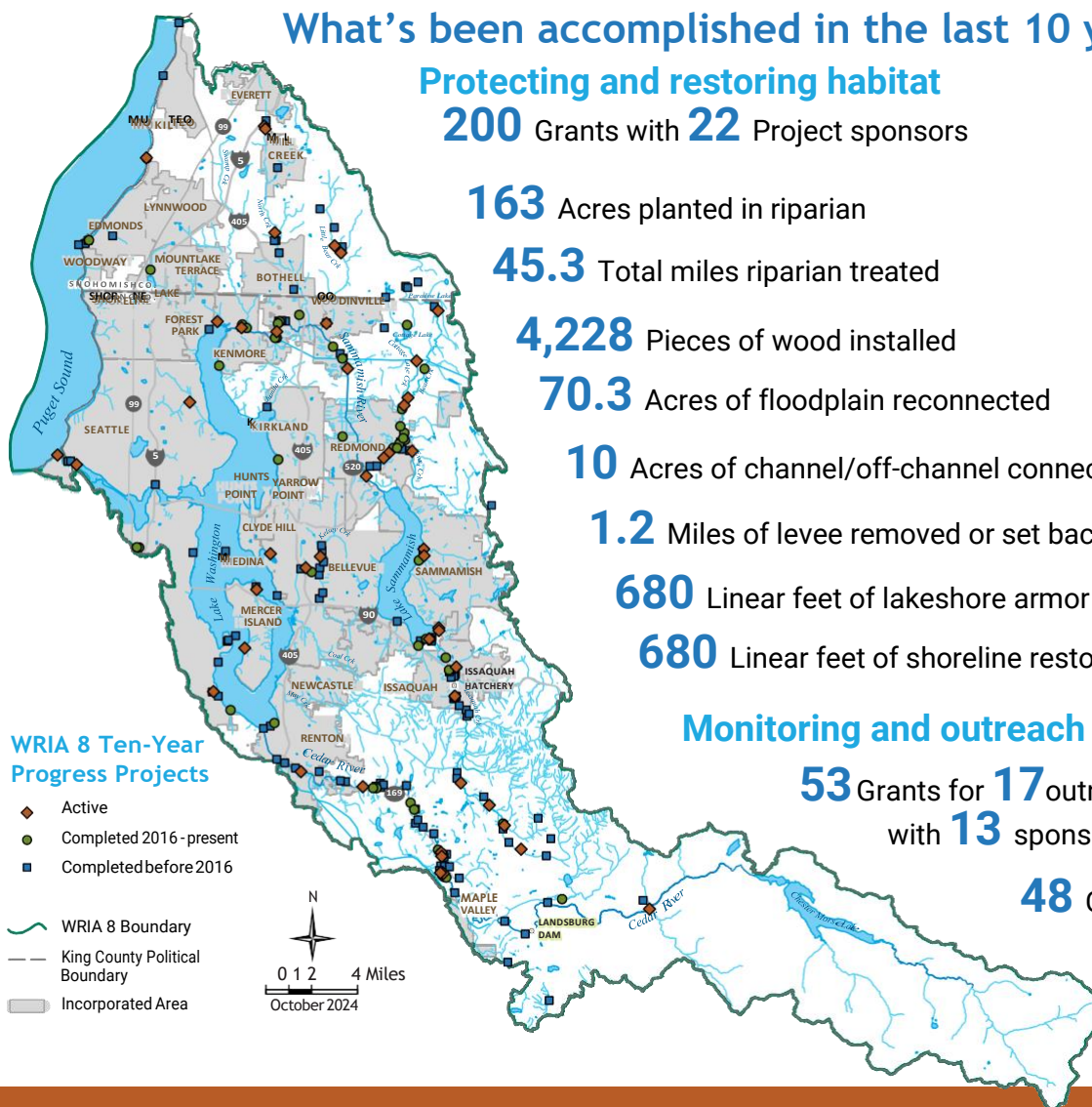
680 Linear feet of lakeshore armor removed

680 Linear feet of shoreline restored

Monitoring and outreach

53 Grants for **17** outreach programs with **13** sponsors

48 Grants for **26** monitoring activities and studies with **10** sponsors



Lake Washington/Cedar/Sammamish Watershed (WRIA 8)

2024 F A C T S H E E T

Investing in salmon

Project Type	Number of Grant Awards	Total Grant Funding Awarded	Total Matching Funds
Acquisition	6	\$3,312,971	\$2,972,500
Monitoring	48	\$4,634,772	\$2,325,182
Outreach	53	\$1,410,340	\$2,769,973
Restoration	93	\$28,905,326	\$38,383,693
Grand Total	200	\$38,263,409	\$46,451,348

Table includes grant funding directed by the WRIA 8 Salmon Recovery Council through the King County Flood Control District Cooperative Watershed Management grant program, and the state Salmon Recovery Funding Board and Puget Sound Acquisition and Restoration grant programs.



Riverbend Floodplain Restoration project, pre-planting (Cedar River)



Riverbend Floodplain Restoration project, one year post-construction (Cedar River)

Project highlight: Riverbend floodplain restoration

King County acquired and restored 52 acres of floodplain and a mile-long stretch of the Cedar River east of Renton. They worked with Seattle Public Utilities to remove failing levees, plant over 23,000 trees and 44,000 shrubs, and create side channels that provide slow-water shallow habitat that is ideal for multiple salmon species. This project also improved resiliency to climate change by relocating residents out of harms way and addressing the increasing risk of flood damage to the Cedar River Trail, State Route 169, and underground utilities including a priority regional fiberoptic trunk line.



For more information

Jason Mulvihill-Kuntz, Salmon Recovery Manager,
Lake Washington/Cedar/Sammamish Watershed (WRIA 8)
jason.mulvihill-kuntz@kingcounty.gov
206-477-4780