Appendix I-G
Mill Creek Resolution
RESOLUTION NO. 2005-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILL CREEK, WASHINGTON, APPROVING A MINOR ADJUSTMENT TO THE CITY'S URBAN GROWTH AREA BOUNDARY AND RECOMMENDING SAID MINOR ADJUSTMENT TO THE SNOHOMISH COUNTY COUNCIL PURSUANT TO THE AGREEMENT REGARDING ADJUSTMENT OF THE URBAN GROWTH AREA BOUNDARY BETWEEN CAMWEST DEVELOPMENT, INC. AND THE CITY OF MILL CREEK

WHEREAS, CamWest Development, Inc. ("CamWest") has submitted a proposal to the City of Mill Creek ("City") and Snohomish County ("County") for residential development of a portion of a 92 acre ownership (the "Proposal") on the property located south of 180th Street and east of 35th Avenue (the "Property"); and

WHEREAS, the Property straddles the Urban Growth Area ("UGA") boundary with approximately 25 acres located within the UGA and approximately 67 acres located outside the UGA; and

WHEREAS, the City and County jointly establish the UGA at the Property; and

WHEREAS, the Proposal requests adjustment of the UGA boundary at the Property to enable the planning and development of a unified urban neighborhood with the modified UGA while preserving a significant environmental critical area outside the modified UGA; and

WHEREAS, CamWest has offered voluntary conditions on development of the Property ("Voluntary SEPA Conditions for City of Mill Creek") to mitigate the impacts of development on the City; and

WHEREAS, the City and CamWest have entered into an Agreement Regarding Urban Growth Area Boundary (the "Agreement"), attached as Exhibit A and incorporated by this reference; and

WHEREAS, the Agreement establishes mutual covenants and obligations associated with the City's approval and recommendation to the County of the minor adjustment to the UGA boundary pursuant to the Proposal and conditioned upon the implementation of Voluntary SEPA Conditions for City of Mill Creek; and

WHEREAS, the City Council has reviewed the Agreement; and

WHEREAS, the City Council desires to approve and recommend minor adjustment to the UGA boundary pursuant to the mutual covenants and obligations in the Agreement;
NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MILL CREEK,
WASHINGTON, RESOLVES AS FOLLOWS:

Section 1. The City Council hereby approves minor adjustment of the UGA
boundary as described in and pursuant to the Agreement.

Section 2. The City Council hereby recommends minor adjustment of the UGA
boundary to Snohomish County as described in the Agreement and pursuant to the conditions set
forth in the Agreement.

Adopted this 14th day of June, 2005, by a vote of 6 for, 0 against, and
0 abstaining.

APPROVED:

[Signature]
MAYOR, TERRY Q. RYAN

ATTEST/AUTHENTICATED:

[Signature]
CITY CLERK, KELLY HENNESSEY

APPROVED AS TO FORM:

[Signature]
OFFICE OF THE CITY ATTORNEY
SHORT CRESSMAN & BURGESS PLLC

FILED WITH THE CITY CLERK: 6/14/05
PASSED BY THE CITY COUNCIL: 6/14/05
PUBLISHED: N/A
EFFECTIVE DATE: 6/14/05
RESOLUTION NO.: 2005-371

ATTACHMENTS: Exhibit A (Agreement Regarding Urban Growth Area Boundary)
AGREEMENT BETWEEN CAMWEST AND MILL CREEK
REGARDING
ADJUSTMENT OF URBAN GROWTH AREA BOUNDARY

A. Parties

This Agreement Regarding Adjustment of Urban Growth Area Boundary
("Agreement") is made by and between the City of Mill Creek, Washington, a
Washington municipal corporation (the "City") and CamWest Development, Inc., a
Washington corporation ("CamWest").

B. Recitals

1. CamWest has submitted a proposal to Snohomish County ("County") for
   residential development of a portion of a 92 acre ownership (the "Proposal") on
   the property located south of 180th Street and east of 35th Avenue, which property is legally
   described on Exhibit A attached hereto (the "Property").

2. The Property straddles an Urban Growth Area ("UGA") boundary, with
   approximately 25 acres located within the UGA and approximately 67 acres located
   outside the UGA.

3. The City and County jointly established the UGA at the Property in 1995. In
   2003, the City and County approved the East Mill Creek Subarea Plan. The City
   completed its required Growth Management Act ("GMA") comprehensive plan update in
   December 2004, which maintained the current UGA boundary. The County is in the
   process of updating its comprehensive plan which includes the current UGA.

4. The Proposal, attached as Exhibit B (consisting of a Feb. 1 cover letter plus
   exhibit 2 attached to said letter) and incorporated by this reference, requests adjustment
   of a portion of the UGA boundary to enable the planning and development of a unified
   urban neighborhood within the modified UGA while preserving in perpetuity a
   significant environmental critical area outside the modified UGA in the form of a
   conservation easement. As part of the Proposal, CamWest offers voluntary conditions on
   development of the Property ("Voluntary SEPA Conditions for the City of Mill Creek"),
   attached as Exhibit C and incorporated by this reference.

5. Under the GMA, counties have the ultimate authority to adjust UGA boundaries.
   However, because the City and County have jointly established the existing UGA
   boundary at the Property, the County will approve adjustment of the UGA boundary as
   requested in the Proposal only if recommended by the City.

6. The City has reviewed the Proposal, including the Voluntary SEPA Conditions
   for the City of Mill Creek, and finds that it is consistent with the City's comprehensive
   plan goals and polices. Therefore, the City will approve and recommend to the County a
minor adjustment to the UGA boundary as outlined in the Proposal subject to implementation by the County of the Voluntary SEPA Conditions for the City of Mill Creek.

Therefore, based on the recitals above and in consideration of the mutual covenants and obligations set forth herein, the parties agree as follows:

C. Terms

1. **Minor Modification to UGA Boundary.** CamWest submitted the Proposal, attached as Exhibit B, to the City and County seeking adjustment to the UGA boundary. In conjunction with the Proposal, CamWest also submitted Voluntary SEPA Conditions for the City of Mill Creek, attached as Exhibit C. The City has reviewed the Proposal and the Voluntary SEPA Conditions for the City of Mill Creek and finds that CamWest has successfully demonstrated that the Voluntary SEPA Conditions for the City of Mill Creek will adequately address the goals and policies of the City's comprehensive plan and mitigate the probable significant adverse environmental impacts arising from the Proposal if it implements the Voluntary SEPA Conditions for the City of Mill Creek. Therefore, the City approves and recommends to the County that it approve the minor adjustment to the UGA boundary as requested in the Proposal.

2. **Conditions for Minor Modification.** As a condition of the City's approval and recommendation in Section C.1 above, CamWest has requested in writing that Snohomish County accept the Voluntary SEPA Conditions for the City of Mill Creek and include such Voluntary SEPA Conditions for the City of Mill Creek in the SEPA decision to be issued by the County on the Proposal. CamWest agrees that it shall fully comply with and implement the conditions offered in CamWest's Voluntary SEPA Conditions for the City of Mill Creek attached as Exhibit B. If Snohomish County fails to include the Voluntary SEPA Conditions for the City of Mill Creek in its environmental decision on the Proposal, the City's recommendation of approval as set forth in Section C.1 above shall be revoked and of no further force and effect.

3. **Entire Agreement; Modifications.** The terms of this Agreement constitute the entire agreement between the parties regarding the subject matter described herein. No modification to this Agreement shall be binding unless in writing and signed by the parties. Neither party shall be construed as the drafter of this Agreement.

4. **Severability.** If any provision of this Agreement shall be held illegal or invalid by any court, this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein and this Agreement shall be deemed an agreement of the parties hereto to the full extent permitted by law.

5. **Successors.** This Agreement is binding on and inures to the benefit of the parties and their successors and assigns. CamWest shall provide a copy of this Agreement to such successors or assigns.
6. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Washington. Venue for any action concerning this Agreement shall be in Snohomish County superior court.

7. **Reasonableness.** Whenever the consent or approval of a party is required under this Agreement, it shall be given in a timely manner and shall not be unreasonably withheld, conditioned or delayed, provided that this shall not abrogate the City’s police power authority, and provided further that it shall nor alter the City’s obligation to perform any required public review process or the exercise of the City’s lawful discretion to determine the public health, safety or welfare.

8. **Counterparts; Facsimile.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute the same agreement, whether or not all parties execute each counterpart. Signatures transmitted by facsimile shall have the same effect as original ink signatures.

9. **Beneficiaries.** This Agreement is entered into for the benefit of the parties and there are no third party beneficiaries of this Agreement.

10. **Authorization.** By their signatures below, the parties warrant that they have taken all necessary or required steps to approve this Agreement.

   **EFFECTIVE this 22 day of June, 2005.**

   **CAMWEST DEVELOPMENT, INC.**

   [Signature]

   By: **BRUCE KRAULTON**

   Its: **VICE PRESIDENT**

   **THE CITY OF MILL CREEK**

   [Signature]

   By: Mike Caldwell, Interim City Manager

   **ATTEST:**

   [Signature]

   By: Kelly Hennessey, City Clerk

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   550783.2/014455.00001
APPROVED AS TO FORM:
Office of the City Attorney

By: Scott M. Missall
Short Cressman & Burgess, PLLC

Attachments:
- **Exhibit A** (Legal Description of the Property)
- **Exhibit B** (The Proposal to Adjust the UGA boundary)
- **Exhibit C** (Voluntary SEPA Conditions for the City of Mill Creek)
EXHIBIT “C”

CamWest’s Voluntary SEPA Conditions
for the
City of Mill Creek
Sturgell Property
Snohomish County 10-Year Comprehensive Plan Update
May 24, 2005

As part of its submittal to the Snohomish County Planning Commission and County Council at public hearing on June 2, 2005, CamWest Development, Inc. offers to perform the following voluntary conditions on development of a 92-acre ownership, as authorized under WAC 197-11-660(1)(d). These conditions are presented as part of Snohomish County’s review of CamWest’s proposal for a net 16-acre adjustment of the Southwest Urban Growth Area, pursuant to the State Environmental Policy Act, RCW ch. 43.21C (SEPA) on property known as the Sturgell Property, more particularly described in Attachment 1 to this Voluntary Offer. These voluntary conditions provide mitigation measures adequate to avoid potential probable significant adverse environmental impacts of the proposal on the City of Mill Creek. A portion of the Sturgell Property lies within the Mill Creek East Urban Growth Area planning boundary.

On behalf of and with the authority of the owner’s of the Sturgell Property, CamWest requests that the County Council accept and impose the following voluntary SEPA conditions in the findings and conclusions of the adopting ordinances amending the County’s comprehensive plan and zoning map. The intent of this offer is that the conditions herein will run with the land, shall be binding on the Sturgell Property owners and their heirs, successors and assigns, and shall govern future development on any portion of the 92-acre Sturgell Property.

1. Parks Mitigation.

In light of the likely immediate impacts on City parks from proposed urban development on the Sturgell Property, the City requires and CamWest proposes the following voluntary condition of approval to augment the City’s ownership and/or development of Neighborhood and Community Parks:

Each final subdivision or condominium plat approval for any phase or for any portion of the property shall require proof of the following mitigation payments to the City of Mill Creek for parks:
Mill Creek SEPA Conditions
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• $1,740.65 per unit approved in the final subdivision and/or condominium plat phase, for mitigation of Neighborhood Park land acquisition and/or development needs within the City of Mill Creek; and

• $1,490.50 per unit approved in the final subdivision and/or condominium plat phase, for mitigation of Community Park land acquisition and/or development needs within the City of Mill Creek.

CamWest offers and agrees to make these payments at the times and in the amounts specified above with the understanding that the City shall spend the mitigation funds for particular Neighborhood and/or Community park improvements within the City, and further with the understanding that CamWest expressly waives any right to reimbursement of such payments and/or interest pursuant to RCW ch. 82.02 or other law.

2. Open Space Buffers.

(a) Prior to or simultaneous with the recording of the first division of a condominium or subdivision final plat, the owner of the property shall record a permanent easement granting stewardship of the approximately 51-acre conservancy area to an entity of regional stature, e.g., the Cascade Land Conservancy. See Attachment 2, map of proposed location.

(b) The condominium or subdivision final plat for any phase of development that abuts the south Sturgell Property line shall include a permanent 50-foot vegetated and/or screening buffer on that portion of the phase of development of the Sturgell Property that abuts the south property line as reviewed and approved by the City of Mill Creek.

3. Design Standards and Procedures.

Any future condominium or subdivision of any portion of the Sturgell Property shall be subject to the following design standards and procedures to the extent that they do not result in a reduction in density or unit yield from what can otherwise be obtained under Snohomish County regulations:

(a) The applicant shall design the condominium or subdivision to the standards in Mill Creek Municipal Code Chapter 17.34 and obtain a Letter of Decision from the Mill Creek Design Review Board ("DRB") or Mill Creek
Planning Director as appropriate. At the election of the Mill Creek Planning Director, the exterior elevations of homes and proposed typical color boards will also be submitted to the DRB for its review, which review may include buildings, landscaping, and signage.

(b) The applicant shall submit the Letter of Decision along with copies of all land use applications or preapplications (and any subsequent revisions) to the Mill Creek Planning Director, simultaneous with their submittal to Snohomish County. The Mill Creek Planning Director may consult with Snohomish County as to such submittals, and shall approve the application or preapplication (and any subsequent revisions) if said proposal as approved or allowed by Snohomish County is consistent with the Letter of Decision.

(c) Streets and utilities within the project will be constructed to the City of Mill Creek's development standards in effect at the time of application, to the maximum extent permitted by Snohomish County regulations.

(d) The future design will integrate the visual amenity of the proposed approximately 51-acre conservation area into the neighborhood. Rather than creating a barrier by placing homes along the entire edge of the conservation easement, a majority of the edge of the conservation area shall be visible along a public street.

(e) Any future project shall incorporate design standards that link streets with landscaped open space tracts containing pedestrian walkways. These tracts will also serve as common open space for residents.

(f) In its design of each phase of the project, the applicant shall implement design conditions consistent with Mill Creek's requirements and approved by the Mill Creek DRB, including recessed garages, modulation of faces and elevations, and auto court drives.

(g) The applicant shall implement design conditions consistent with Mill Creek's requirements and approved by the Mill Creek DRB regarding parks, including placing parks at strategic locations and near major street intersections within the development.

(h) CamWest agrees that any future residential subdivision on the Sturgeill Property shall be designed to incorporate "low impact development"
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measures in the storm drainage design. The range of measures to be considered by CamWest during design shall include those recommended in a written report by an independent consultant, reimbursed by CamWest, specializing in low impact development in Snohomish County. CamWest shall provide Surface Water Management and the City of Mill Creek Public Works Department with a copy of that report upon receipt.

4. Timing. CamWest shall implement and comply with the above conditions in the amounts and at the times specified above, provided no mitigation payments or dedications specified above are required if the legislative proposal is not adopted or an urban residential development is not approved.

EFFECTIVE this 20 day of June, 2005.

CAMWEST DEVELOPMENT, INC.

By: [Signature]
Its: PRESIDENT

Attachment 1: Sturgell Property Legal Description
Attachment 2: Map of Proposed Location of Conservancy Easement