

Introduced by: KENT PULLEN  
BRUCE LAING

Proposed No. 90-402

MOTION NO. **7980**

A MOTION relating to an agreement between King County and the City of Kent which defines the purpose of cooperation between them during the update of the Soos Creek Community Plan, establishes King County as the jurisdiction primarily responsible for updating the community plan, describes the process for updating the plan and area zoning, defines Kent's role in helping update it and describes the County's and City's mutual goals for the update.

WHEREAS, King County has initiated the update of the Soos Creek Community Plan, and

WHEREAS, THE King County Council is responsible for the adoption of the updated Soos Creek Community plan's policies and land use, area zoning and capital improvement project recommendations, and

WHEREAS, within their own jurisdictions, King County and Kent each has responsibility and authority derived from the Washington State Constitution and state laws to plan for and regulate uses of land and by law must consider the impacts of governmental actions on adjacent jurisdictions, and

WHEREAS, King County and Kent recognize the opportunity for, and advantages of, cooperating in developing the Soos Creek Community Plan update because the Soos Creek planning area is within King County's jurisdiction but is partly within Kent's planning area, and

WHEREAS, King County and Kent recognize that intergovernmental cooperation is necessary to minimize inconsistencies between the Soos Creek Community Plan, the King County Comprehensive Plan and the Kent Comprehensive Plan, and

WHEREAS, King County and Kent recognize that intergovernmental cooperation will increase the efficiency and reduce the costs of planning for the area because it will prevent duplicating the efforts of the two jurisdictions, and

WHEREAS, King County and Kent recognize that interjurisdictional planning will promote a more predictable process and produce more understandable and long-lasting policies for residents, property owners, developers and other agencies and jurisdictions, and

WHEREAS, King County and Kent recognize that interjurisdictional cooperation will increase the visibility of their planning efforts, making their decision-making more understandable to the public, and

WHEREAS, King County and Kent recognize that intergovernmental cooperation throughout the process of updating and adopting the Soos Creek Community Plan will result in future cooperation in land use and capital improvement project planning, development review, and determining Kent's municipal service and potential annexation areas, and

WHEREAS, King County and Kent recognize that intergovernmental cooperation throughout the process of updating and adopting the Soos Creek Community Plan will result in future cooperation in achieving regional goals for: urban residential densities, the provision of a full range of housing opportunities including affordable housing, the protection of natural resources, rural areas, open space and the environment, transportation, economic development, and historic preservation;

NOW, THEREFORE, BE IT MOVED by the Council of King County:

The King County Executive is hereby authorized to execute the interlocal agreement attached hereto as Attachment A, between King County and Kent regarding mutual cooperation in updating the Soos Creek Community Plan.

PASSED this 16<sup>th</sup> day of July, 19 90.

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

Lois North  
Chair

ATTEST:

Ronald A. Peterson  
Clerk of the Council

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**A COOPERATIVE PLANNING AGREEMENT BETWEEN KING COUNTY AND  
THE CITY OF KENT FOR THE SOOS CREEK COMMUNITY PLANNING AREA**

KING COUNTY COUNCIL

WHEREAS, within their own jurisdictions, King County and the City of Kent each has responsibility and authority derived from the Washington State Constitution and state laws to plan for and regulate uses of land and by law must consider the impacts of its actions on adjacent jurisdictions; and

WHEREAS, King County and the City of Kent recognize that planning and land use decisions can have extra-jurisdictional impacts and that intergovernmental cooperation is an effective way under existing law to deal with impacts and opportunities which cross jurisdictional boundaries; and

WHEREAS, cooperative efforts can increase efficiency of government by minimizing conflicts and providing more mutually satisfactory land use and planning decisions; and

WHEREAS, King County Comprehensive Plan policies PI-301 and PI-305 encourage interjurisdictional cooperation and the use of interlocal agreements to implement solutions to major planning issues; and

WHEREAS, King County and the City of Kent desire to jointly achieve the effective management of impacts associated with new development, the efficient provision of needed levels of urban service, the coordinated preparation of land use, functional and capital improvement plans, and the delineation of appropriate potential annexation areas; and

WHEREAS, King County is initiating the update of the Soos Creek Community Plan which is within King County's jurisdiction but is partly within Kent's planning area;

**NOW, THEREFORE, KING COUNTY AND THE CITY OF KENT AGREE AS FOLLOWS:**

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## I. INTRODUCTION

This Soos Creek Community Planning Area Agreement is envisioned as the first in a series of cooperative planning agreements between King County and Kent. Subsequent agreements identifying Kent's Municipal Service Area and Potential Annexation Area will be developed as an outcome of the County's and City's cooperation in updating the Soos Creek Community Plan. These subsequent agreements would be intended to implement the updated Soos Creek Community Plan, once adopted.

## II. PURPOSES

The purposes of this agreement are to:

- A. Establish a cooperative relationship through which King County and Kent can develop and maintain compatible land use policies, zoning and development standards within the Soos Creek planning area; and
- B. Provide a means by which King County and Kent will consider each other's plans, regulations and policies in land use development, capital improvement project planning and natural resource protection within the Soos Creek Community Planning Area; and
- C. Create a workable system for interjurisdictional communication and coordination between the County and City throughout the processes of updating, adopting and, subsequently, implementing the Soos Creek Community Plan; and
- D. Minimize inconsistencies between the Soos Creek Community Plan, the King County Comprehensive Plan and Kent's Comprehensive Plan; and
- E. Increase the efficiency and reduce the costs of planning for the area by preventing duplication of efforts by the two jurisdictions; and

- F. Promote a more predictable and certain process and produce more understandable and long-lasting policies for residents, property owners, developers and other agencies and jurisdictions; and
- G. Increase the visibility of King County's and Kent's planning efforts, making their decision-making more understandable to the public; and
- H. Define the means by which King County will obtain Kent's cooperation in achieving regional goals for: urban residential and employment densities; the provision of a full range of housing opportunities, including affordable housing; the protection of the environment, including natural resources, rural areas and open space; transportation; economic development; and historic preservation; and
- I. Provide the means for determining Kent's Municipal Service and Potential Annexation Areas.

### III. DEFINITIONS

#### A. GEOGRAPHIC AREAS:

1. **PLANNING AREA** is that portion of the Soos Creek Community Planning Area outside Kent's city limits for which the City prepares or assists the County in preparing land use policies as shown on the map attached hereto as Exhibit A.
2. **IMPACT AREA** is the area outside Kent's city limits within which new development is likely to have an impact on the City.
3. **MUNICIPAL SERVICE AREA** is the area outside Kent's city limits which is the composite of the City's sewer, water and fire protection franchise areas, together with any areas for which the City has a contractual obligation to serve. Municipal Service Area includes those areas the City currently serves as well as those areas for which there are plans approved by King County for future service.

4. **POTENTIAL ANNEXATION AREA** is an area outside Kent's city limits which the County and the city area is logical to consider for annexation by the City. Such areas are determined by joint effort of the County's and City's elected officials and staffs. This effort also involves a public hearing process to solicit the input of the general public, area residents, property owners and affected local governments.
- B. CODE or PLAN DEVELOPMENT** is the preparation or major amendment of any of these land use regulations or planning documents:
1. **LAND USE REGULATIONS:** Ordinances which adopt or make major amendments to regulations controlling the development of land.
  2. **LAND USE PLANS:** Planning documents which express goals, policies and plans for land use, such as comprehensive or community plans.
  3. **FUNCTIONAL AND CAPITAL IMPROVEMENT PLANS:** Plans for the provision of public facilities and services, such as water, sewer, transportation and open space plans.
- C. PLAN PARTICIPATION** is the involvement of the County or City in developing the other's plans.
- D. AGENCY NOTICE** is written notification mailed through regular post or hand delivered from the County to the City, or vice versa, which is given in a manner consistent with ensuring timely exchange of information in considering each other's plans and policies.

- E. **REVIEW AND COMMENT OPPORTUNITY** is the provision of pertinent materials for another jurisdiction to review and comment on. King County and Kent both understand that the opportunity for review and comment is within the timeframes the responsible jurisdiction establishes, provided the responsible jurisdiction makes an effort to provide a reasonable amount of time. This Agreement is intended to supplement any requirement of the State Environmental Policy Act (SEPA) and applicable City and County ordinances.
- F. **STAFF CONSULTATION** is a commitment to give the other jurisdiction an opportunity to ask questions and make comments at the staff level. The reviewing jurisdiction has the opportunity to request a meeting to get information and explanation and to indicate the relative compatibility of the action or plan being considered with its own plans and policies. This opportunity includes a commitment by the initiating jurisdiction to include in its pertinent staff report the reviewing jurisdiction's timely submitted written comments.

#### IV. KING COUNTY'S RESPONSIBILITIES

##### A. Development Permit Review

**STATEMENT OF INTENT: THE INTENT OF THIS SECTION OF THE AGREEMENT IS TO INVOLVE KENT IN THE EARLIEST POSSIBLE STAGE OF DEVELOPMENT PERMIT REVIEW IN ORDER TO INCREASE COUNTY OFFICIALS' UNDERSTANDING OF POTENTIAL CITY CONCERNS ABOUT THE PROPOSALS.**

1. In reviewing the development permits listed in this section in the PLANNING AREA shown on the map attached hereto as Exhibit A, the King County Building and Land Development Division (BALD) shall provide Kent with AGENCY NOTICE, REVIEW AND COMMENT OPPORTUNITY, and the opportunity for STAFF CONSULTATION before making a threshold determination. BALD shall invite Kent's staff to participate in a technical screening meeting which will initially review the permit to determine if additional information is required before the threshold determination can be made.
  
2. All development permits which are not categorically exempt from threshold determinations and EIS requirements under King County's environmental procedures are subject to this agreement, including but not limited to:
  - a. Zoning reclassifications
  - b. Preliminary subdivisions, including short plats
  - c. Preliminary planned unit developments
  - d. Unclassified use and conditional use permits
  - e. Shoreline substantial development permits
  - f. Approval of any of the following:
    - i. more than 20 dwelling units
    - ii. agricultural buildings of 30,000 square feet or more
    - iii. school, office, commercial, industrial, recreational, service and storage buildings of 12,000 square feet or more
    - iv. parking lots for more than 40 automobiles
    - v. filling, grading or excavating of 500 cubic yards or more.



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**B. Plan Development**

STATEMENT OF INTENT: THE INTENT OF THIS SECTION OF THE AGREEMENT IS TO INVOLVE KENT IN KING COUNTY'S UPDATE OF THE SOOS CREEK COMMUNITY PLAN IN ORDER TO OBTAIN THE CITY'S CONCURRENCE WITH THE UPDATED PLANS' POLICIES AND ZONING AND TO OBTAIN THE CITY'S COMMITMENT TO HELPING KING COUNTY ACHIEVE REGIONAL POLICY GOALS IN THAT PART OF THE SOOS CREEK PLANNING AREA WHICH IS KENT'S PLANNING AREA.

1. When it undertakes Plan Development in the planning area shown on the map attached hereto as Exhibit A, the King County Planning and Community Development Division shall provide Kent with AGENCY NOTICE, REVIEW AND COMMENT OPPORTUNITY, and opportunities for STAFF CONSULTATION and PLAN PARTICIPATION. While updating the Soos Creek Community Plan, the King County Planning and Community Development Division shall:
  - a. provide an opportunity for Kent's staff to serve on the Technical Resource and Advisory Committee with other agencies and jurisdictions which have interests in the Soos Creek planning area;
  - b. recommend candidates who have been nominated by Kent for the Citizen Advisory Committee to be appointed by the King County Council;
  - c. work with Kent's staff to propose the issues the update will address;
  - d. consider comments from Kent's staff on data, land use alternatives, the draft Environmental Impact Statement and capital improvement project recommendations;
  - e. provide Kent the opportunity to discuss disputed issues in a good faith attempt to resolve differences before the draft plan is completed and submitted to the Executive;

- f. work with Kent to define the boundaries of the City's potential annexation area and the criteria by which to determine when annexation of any part of that area is appropriate;
  - g. encourage Kent to adopt the policies and zoning of the updated Soos Creek Community Plan for that part of the City's planning area which is in the Soos Creek planning area;
2. King County shall provide Kent the following opportunities to participate in the review of the Executive Proposed Soos Creek Community Plan:
- a. Kent may comment on the Executive Proposed Plan at the King County Council's first public hearing to introduce that plan to the general public. Kent will receive notice of that hearing at least fifteen days before it is held.
  - b. Kent may comment on proposed policies and area zoning at the County Council Panel meetings during which the proposed plan is reviewed. King County Council staff and/or Planning and Community Development Division staff will inform Kent staff of the time, place and the agenda before each meeting.
  - c. Kent may comment on the Council Panel proposed Soos Creek Community Plan and Area Zoning when the County Council holds its final public hearing on the plan.
3. King County shall work with Kent and all other suburban cities to compare County and City development standards in order to determine whether or not it is possible to develop one set of urban development standards that could be ultimately applied in the cities and the urban areas of unincorporated King County.

4. King County shall provide AGENCY NOTICE to the City during the community planning process when it initiates long-range planning for capital improvement projects such as roads and surface water management facilities. King County shall also provide Kent opportunities for STAFF CONSULTATION and REVIEW AND COMMENT.

C. Code Development

1. When it undertakes CODE DEVELOPMENT of the codes listed in this section King County shall provide Kent with AGENCY NOTICE and REVIEW AND COMMENT OPPORTUNITY.
2. The codes subject to this agreement include:
  - a. zoning code
  - b. subdivision and short plats
  - c. environmental regulations
  - d. shoreline regulations
  - e. development standards

D. Municipal Service and Potential Annexation Areas

1. King County shall work with Kent to define the City's POTENTIAL ANNEXATION and MUNICIPAL SERVICE AREAS and to adopt interlocal agreements between them which define how regional goals will be jointly achieved within those areas.
2. King County shall support those annexations proposed by Kent that comply with the adopted interlocal agreement for POTENTIAL ANNEXATION AREAS.
3. King County will not support annexations proposed by Kent unless the City agrees to use its plan, policies, zoning and other regulatory controls to encourage citywide (including within potential annexation areas) achievement of King County's density policies.

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4. King County will not support annexations proposed by Kent that would prevent the achievement of regional goals for: urban residential and employment densities; the provision of a full range of housing opportunities, including affordable housing; the protection of the environment, including natural resources, rural areas and open space; transportation; economic development; and historic preservation.

## V. KENT'S RESPONSIBILITIES

### A. Development Permit Review

STATEMENT OF INTENT: THE INTENT OF THIS SECTION OF THE AGREEMENT IS TO OFFER KING COUNTY THE OPPORTUNITY TO REVIEW KENT'S DEVELOPMENT PERMITS IN ORDER TO INCREASE CITY OFFICIALS' UNDERSTANDING OF POTENTIAL COUNTY CONCERNS ABOUT THE PROPOSALS.

1. When it undertakes review of the development permits listed in this section within the City, Kent shall provide the King County Planning and Community Development Division with AGENCY NOTICE, REVIEW AND COMMENT OPPORTUNITY, and the opportunity for STAFF CONSULTATION.
2. All permits which are not categorically exempt from threshold determinations and EIS requirements under Kent's environmental procedures are subject to this agreement, including but not limited to:
  - a. Zoning reclassifications
  - b. Preliminary subdivisions, including short plats
  - c. Preliminary planned unit developments
  - d. Unclassified use and conditional use permits
  - e. Shoreline substantial development permits

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- f. Approval of any of the following:
  - i. more than 20 dwelling units
  - ii. agricultural buildings of 30,000 square feet or more
  - iii. school, office, commercial, industrial, recreational, service and storage buildings of 2,000 square feet or more
  - iv. parking lots for more than 40 automobiles
  - v. filling, grading or excavating of 500 cubic yards or more.

**B. Plan Development**

**STATEMENT OF INTENT: THE INTENT OF THIS SECTION OF THE AGREEMENT IS TO ENSURE THAT COOPERATIVE LAND USE PLANNING BETWEEN KENT AND KING COUNTY WILL RESULT IN COMPATIBLE PLANS AND AREA ZONING AND THE ACHIEVEMENT OF REGIONAL POLICY GOALS.**

1. When it undertakes Plan Development, Kent shall provide the King County Planning and Community Development Division with **AGENCY NOTICE, REVIEW AND COMMENT OPPORTUNITY**, and opportunities for **STAFF CONSULTATION** and **PLAN PARTICIPATION**.
  - a. Kent agrees to use its plans, policies, zoning and other regulatory controls to encourage citywide (including within potential annexation areas) achievement of King County's regional density policies as they may affect Kent.

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- b. Kent agrees to use its plans, policies, zoning, and other regulatory controls to encourage citywide achievement of regional goals for: urban residential and employment densities; the provision of a full range of housing opportunities, including affordable housing; the protection of the environment, including natural resources, rural areas and open space; transportation; economic development; and historic preservation; and to the extent applicable, incorporate such goals where such are consistent with the City's plans and objectives.
2. During the Soos Creek Community Plan's development, Kent shall:
    - a. advise King County about its plans, policies, zoning and other regulatory controls so that the Soos Creek Community Plan and Kent's plans are as compatible as possible;
    - b. provide staff to serve on the County's Technical Resource and Advisory Committee for the update of the Soos Creek Community Plan. Kent's staff is responsible for providing County staff with information about the City's goals, plans and policies and for advising County staff about the compatibility of proposed updated policies with Kent's plans;
    - c. provide the County data on existing conditions and growth and development trends within the City upon which the land use alternatives shall be partly based;
    - d. work with King County to define the boundaries of the City's potential annexation area and the criteria by which to determine when annexation of any part of that area is appropriate;
    - e. consider adopting the policies and zoning of the updated Soos Creek Community Plan for that part of Kent's planning area which is in the Soos Creek planning area.

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3. Kent shall work with King County and all other suburban cities to compare County and City development standards in order to determine whether or not it is possible to develop one set of urban development standards that could be ultimately applied in the cities and the urban areas of unincorporated King County.
4. Kent shall provide AGENCY NOTICE to the County when it initiates long-range planning for capital improvement projects, such as roads and surface water management facilities. Kent shall provide King County opportunities for STAFF CONSULTATION and REVIEW AND COMMENT.

C. Code Development

1. When it undertakes CODE DEVELOPMENT of the codes listed in this section Kent shall provide the County with AGENCY NOTICE and REVIEW AND COMMENT OPPORTUNITY.
2. The codes subject to this agreement include:
  - a. zoning code
  - b. subdivision and short plats
  - c. environmental regulations
  - d. shoreline regulations
  - e. development standards

D. Municipal Service and Potential Annexation Areas

1. Kent shall work with King County to define the City's POTENTIAL ANNEXATION and MUNICIPAL SERVICE AREAS and to adopt interlocal agreements between them which define how regional goals will be jointly achieved within those areas.
2. Kent agrees that it shall negotiate with King County to adopt a POTENTIAL ANNEXATION AREA interlocal agreement as part of the process of reviewing any major annexation proposal.

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3. Kent agrees that it shall only include within its POTENTIAL ANNEXATION AREA lands which conform to the following criteria:
  - a. The area is currently designated by King County Comprehensive Plan Map as urban. Transitional areas can be added if redesignated to urban through the adopted Soos Creek Community Plan.
  - b. Agricultural districts, as designated on the Comprehensive Plan Map, shall not be included, unless continued management of the resource would be maintained or enhanced, through a legally binding agreement with Kent.
  - c. Rural Land as designated on the Comprehensive Plan Map shall not be included.
  - d. Areas which contain environmentally sensitive or other features which are addressed by King County protective policies and/or regulations may be included if Kent's environmental policies and/or regulations would provide the same or more protection or if Kent agrees to adopt the more restrictive policies and/or regulations of the County for the areas. Environmentally sensitive or other features include but are not limited to: wetlands, steep slopes, floodways, landslide areas, coal mine hazard areas, erosion hazards, shorelines, designated open space, and historic sites on the County's register.

#### VI. ADMINISTRATION OF THIS AGREEMENT

The responsibility for administering this agreement shall rest jointly with the King County Executive and the Mayor of the City of Kent through their respective designees. Within ten (10) days of the signing of this agreement, the designees shall inform each other of the name and address to be used in correspondence regarding this agreement. King County and Kent shall each be responsible for their own costs incurred pursuant to this agreement unless some other contractual arrangements are made.



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**VII. DURATION, TERMINATION AND AMENDMENT**

This agreement shall become effective on the date of its mutual adoption by the parties and shall remain in effect until terminated in writing after thirty (30) days notice pursuant to legislative action of either party. This agreement may be amended only by express written agreement of both parties pursuant to legislative action by each.

**KING COUNTY****CITY OF KENT**

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**Tim Hill****King County Executive**

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**Dan Kelleher****Mayor, City of Kent**