

November 25, 1996

Introduced By: CHRISTOPHER VANCE

421W2/lk

Proposed No.: 96-974

MOTION NO. **10166**

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A MOTION authorizing the County Executive to execute a memorandum of understanding with the City of Issaquah related to Potential Annexation Areas and to delineate issues for the subsequent service negotiations.

WHEREAS, the Washington State Growth Management Act of 1990, as amended, requires each city within the county to propose the location of an urban growth area, and

WHEREAS, the Countywide Planning Policies were adopted and approved by Ordinance 10450 on July 6, 1992 and amended by Ordinance 11446 on July 19, 1994 and having been ratified by cities within the county, established rules for designating city potential annexation areas within the countywide urban growth boundary, and

WHEREAS, the Countywide Planning Policies state that each city, with a potential annexation area, shall enter into an interlocal agreement with the county governing development within the potential annexation area, and defining service delivery responsibilities, and

WHEREAS, it is in the public interest that the jurisdictions cooperate to designate logical and achievable potential annexation area boundaries to ensure there are no unincorporated urban islands within the urban growth area, and that development occurs in a manner consistent with Issaquah's comprehensive plan and development standards within its potential annexation area;

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

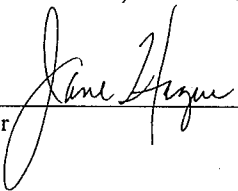
The county executive is authorized to execute a memorandum of understanding, substantially in the form attached, with the city of Issaquah, to establish the framework and

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process for potential annexation area and service negotiations, interlocal agreements and related comprehensive plan amendments.

PASSED by a vote of 12 to 0 this 7th day of april, 1997.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Chair

ATTEST:


~~ACTING~~ Clerk of the Council

Attachments:

MEMORANDUM OF UNDERSTANDING

The City of Issaquah ("CITY") and King County (COUNTY") enter into this Memorandum of Understanding relating to Potential Annexation Area (PAA) designation and the inclusion of Aldarra Farms within Issaquah's PAA.

A The Purpose of this Memorandum of Understanding is to:

1. Establish the framework and schedule for adoption of proposed PAA Interlocal Boundary Agreement;
2. Identify and adopt the following mutual goals : Land within Issaquah's PAA should be annexed by the City, and the City's comprehensive plan and development standards should be applied within the PAA prior to annexation.- and
3. Delineate issues for the subsequent interlocal service agreement, including mechanisms to accomplish the mutual goals.

B The Mayor Will:

1. Prepare an amendment to the City's Comprehensive Plan to be consistent with the County Comprehensive Plan by including Aldarra Farms within the City's Potential Annexation Area when the provisions of the Memorandum of Understanding (MOU) have been met. This amendment shall be forwarded to the City Council for their review and consideration by June 1, 1997;
2. Prepare an amendment to the PAA Interlocal Agreement to include Aldarra Farms. This amendment shall be forwarded to the City Council for their review and consideration by June 1, 1997;
3. Keep the County apprised of its plans regarding intended timing of specific annexations within its PAA;
4. Notify the King County Executive and the Office of Budget and Strategic Planning in writing 30 days prior to filing a notice of intent to annex with the Boundary Review Board;
5. Emphasize the creation of logical service areas through annexations and include County facilities such as local parks, surface water facilities, adjacent roads and other County facilities within annexation boundaries;

C The County Executive will:

1. Forward the proposed /revised PAA Interlocal Agreement to the County Council for their review and consideration.
2. Provide the City Planning Department with a copy of all complete land use applications requiring type 2, 3, or 4 land use decisions as defined by King County.

Ordinance 12196 and environmental documents relating to the Aldarra Farms development. Notification of the application shall be provided within 15 working days of receipt of the application and the City shall have at least twenty one (21) days to provide comments on the application. All City comments shall be responded to specifically in any staff report prepared by The Department of Development and Environmental Services after the effective date of this Memorandum. If no staff report is prepared, DDES shall respond in writing to all issues raised by the City of Issaquah.

3. Consult with Issaquah on land use proposals within the City's PAA and Growth Impact Area by providing the City Planning Department with notification of all complete land use applications requiring a type 2, 3, or 4 land use decision as defined by King County Ordinance 12196 within the City's PAA and Growth Impact Area. Notification of the application shall be provided within 15 working days of receipt of the application and the City shall have at least twenty one (21) days to provide comments on the application. Copies of applications will be provided within seven (7) days upon request by the City. Alternatively, City staff may go to DDES and copy files of interest to Issaquah. All City comments shall be responded to specifically in any staff report prepared by the Department of Development and Environmental Services (DDES) after the effective date of this Memorandum. If no staff report is prepared, DDES shall respond in writing to all issues raised by the City of Issaquah;

4. Provide the Mayor and City Planning Department with notice of any proposed Comprehensive Plan Amendments affecting land use within the City's PAA and Growth Impact Area. Such notice shall be provided thirty (30) days prior to any public meeting or hearing on the proposed amendments(s);

5. Prepare with the City of Issaquah's participation, a joint planning study for the Freegard area, which will propose to make the County land use designations within Issaquah's PAA comparable to and consistent with the land use vision established in the City's Comprehensive Plan.

6. Forward the joint planning study, including proposed Comprehensive Plan amendments and related amendments to the County Zoning Ordinance to the County Council for their review and consideration by June 1, 1997. The intent is to apply Issaquah's development standards and achieve comparable and consistent comprehensive plan designations within the City's PAA prior to annexation.

7. The schedule for amending the County Comprehensive Plan and Zoning Ordinance is attached to the MOU.

D. The City and County will:

1. Negotiate a Reciprocal Transportation Concurrency Agreement in accordance with Section 4.2.2 of the Grand Ridge Master Transportation Financing Agreement. The reciprocal Agreement shall be transmitted to the County Council and City Council by December 15, 1996. A schedule for consideration of the Reciprocal Transportation

Concurrency Agreement shall be agreed to by the City and County and Attached to the MOU;

2. Negotiate a Reciprocal Impact Fee Agreement in accordance with Section 4.2.1 of the Grand Ridge Master Transportation Financing Agreement. The Reciprocal Agreement shall be transmitted to the County Council and City Council by December 15, 1996. A schedule for consideration of the Reciprocal Impact Fee Agreement shall be agreed to by the City and County and attached to the MOU;

3. Negotiate a schedule for the preparation of an interlocal Service Agreement, including a date for transmittal of appropriate legislation to both Councils. The negotiations shall address provisions for future land development, provision of municipal services and construction and/or operation of capital facilities within the City's PAA. The schedule for service negotiations is attached to the MOU.

Dated the _____ day of _____, 1996

City of Issaquah:

King County:

By: _____
Rowan Hinds, Mayor

By: _____
Gary Locke, King County Executive

Attest As To Form:

By: _____
Linda Ruehle, City Clerk

By: _____
Norm Maleng, King County Prosecutor