



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

July 30, 2002

Motion 11486

Proposed No. 2002-0327.1

Sponsors Pelz and Irons

1 A MOTION authorizing the county executive to enter into
2 an interlocal agreement related to transportation
3 concurrency review with the city of Issaquah.

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WHEREAS, the county and the city of Covington ("city") have each adopted a
7 transportation concurrency program to implement the requirements of the state of
8 Washington's Growth Management Act, chapter 36.70A RCW, and

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WHEREAS, the county's transportation concurrency management program
11 applies to developments in unincorporated King County and is described in K.C.C.
chapter 14.70, and

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WHEREAS, the city's transportation concurrency program applies to
14 developments within the city, and

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WHEREAS, development in unincorporated King County may cause an impact
15 on one or more transportation facilities in the city, and

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WHEREAS, development in the city may cause an impact on one or more
17 transportation facilities in unincorporated King County, and

18 WHEREAS, the county's transportation concurrency model program provides for
19 a concurrency test for developments in unincorporated King County, and

20 WHEREAS, developments that pass the concurrency test are issued a certificate
21 of concurrency in which the certificate is a prerequisite for submitting a development
22 application, and

23 WHEREAS, an element of the county's concurrency test is an analysis for the
24 existence of critical links, and

25 WHEREAS, the county has identified a list of roadways that will be monitored
26 for critical link analysis, and

27 WHEREAS, the county applies its critical link standard only to that portion of a
28 monitored corridor that is located in unincorporated King County, unless the county
29 enters into an agreement with a city to include the portion of the monitored corridor
30 within that city in the county's concurrency test, and

31 WHEREAS, the county and the city desire that the county include those portions
32 of certain monitored corridors that are located inside the corporate boundary of the city
33 within the county's critical link analysis element of its concurrency test, and

34 WHEREAS, the city's transportation concurrency program provides for a
35 concurrency review for developments within the city in which developments that pass the
36 concurrency review are issued a certificate of concurrency, and

37 WHEREAS, the county and the city desire that certain arterial roadways in
38 unincorporated King County be treated as monitored corridors within the city's
39 transportation concurrency review, and

40 WHEREAS, the parties are each authorized to enter into an interlocal agreement
41 related to transportation concurrency review under chapter 39.34 RCW (the Interlocal
42 Cooperation Act) and Article 11, Section 11, of the Washington State Constitution;

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

44 The King County executive, on behalf of the citizens of King County, is hereby
45 authorized to execute, substantially in the form of Attachment A to this motion, an

Motion 11486

46 interlocal agreement for reciprocal collection of transportation impact fees with the city
47 of Issaquah.

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Motion 11486 was introduced on 7/22/2002 and passed by the Metropolitan King County Council on 7/29/2002, by the following vote:

Yes: 11 - Ms. Sullivan, Ms. Edmonds, Mr. von Reichbauer, Ms. Lambert, Mr. Phillips, Mr. Pelz, Mr. Constantine, Mr. Pullen, Mr. Gossett, Ms. Hague and Ms. Patterson

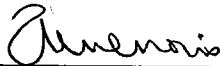
No: 0

Excused: 2 - Mr. McKenna and Mr. Irons

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Cynthia Sullivan, Chair

ATTEST:



Anne Noris, Clerk of the Council

Attachments A. An Interlocal Agreement between the City of Issaquah and King County related to Transport to Transportation Concurrency Review

**AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF ISSAQUAH AND KING
COUNTY RELATED TO TRANSPORTATION CONCURRENCY REVIEW**

This Agreement is entered into by the City of Issaquah, a municipal corporation of the State of Washington (“the City”) and King County, a political subdivision of the State of Washington (“the County”).

RECITALS

- A. The County and the City have each adopted a transportation concurrency program to implement the requirements of the State of Washington’s Growth Management Act, Chapter 36.70A RCW.
- B. The County’s Transportation Concurrency Management (“TCM”) program applies to developments in unincorporated King County and is described in Chapter 14.70 of the King County Code (“KCC”).
- C. The City’s transportation concurrency program applies to developments within the City and is described in Issaquah Municipal Code (“IMC”), Chapter 18.15, Division II.
- D. Development in unincorporated King County may cause an impact on one or more transportation facilities in the City.
- E. Development in the City may cause an impact on one or more transportation facilities in unincorporated King County.
- F. The County’s TCM program provides for a concurrency test for developments in unincorporated King County. Developments that pass the concurrency test are issued a certificate of concurrency. The certificate is a prerequisite for submitting a development application.
- G. An element of the County’s concurrency test is an analysis for the existence of critical links. The County has identified a list of roadways that will be monitored for critical link analysis (“monitored corridors”). While the monitored corridors include roadways that are located within both unincorporated King County and the City, the County applies its critical link standard only to that portion of a monitored corridor that is located in unincorporated King County, unless the County enters into an interlocal agreement with a city to include the portion of the monitored corridor within that city in the County’s concurrency test.
- H. The County uses a concurrency map based upon the County’s traffic model, which displays the concurrency status of each concurrency zone for residential uses. The County also uses a list of zones that are within 10% of exceeding concurrency standards (“monitored zones”). For non-residential uses, the County will perform a concurrency test for each individual project

using the County's traffic model. The traffic model is updated twice per year. Each update is used to produce a new concurrency map and list of monitored zones for residential uses.

I. The County and the City desire that the County include those portions of certain monitored corridors that are located inside the corporate boundary of the City within the County's critical link analysis element of its concurrency test.

J. The City's transportation concurrency program provides for a concurrency review for developments within the City. Developments that pass the concurrency review are issued a certificate of concurrency.

K. The County and the City desire that certain arterial roadways in unincorporated King County be treated as monitored corridors within the City's transportation concurrency review.

L. The parties are each authorized to enter into this Agreement pursuant RCW Chapter 39.34 (the Interlocal Cooperation Act) and Article 11, Section 11, of the Washington State Constitution.

AGREEMENT

NOW THEREFORE, the parties agree as follows:

1. County Responsibilities

1.1 Monitored Corridors

1.1.1 The County shall include within the critical links element of its concurrency test, in addition to those portions of the monitored corridors in unincorporated King County, the following portions of the monitored corridors located in the City:

- Newport Way/West Sunset Way – West Issaquah city limits to Front Street
- Front Street/Issaquah-Hobart Road –South city limits to I-90 Interchange
- SR 900 – South city limits to I-90 Interchange
- SE 56th Street/17th Avenue NW – I-90/SR 900 Interchange to Issaquah city limits
- SPAR/Issaquah Bypass -- SE Issaquah-Fall City Road to Front Street South/Issaquah-Hobart Road

1.1.2 The foregoing portions of the monitored corridors located in the

City shall be included in the County's concurrency test when the County enacts the ordinances and regulations described in Section 1.5.

1.1.3 Any changes to this list of monitored corridors shall require an amendment to this Agreement.

1.2 Concurrency Test

The County shall conduct its concurrency test using King County's TCM procedures and standards set forth in KCC Chapter 14.70, and using the County's traffic model, concurrency map and list of monitored zones.

1.3. Notification

The County shall provide the City with a copy of any concurrency application that the County receives that may have an impact on a monitored corridor in the City. The County shall notify the City of: (1) the results of its concurrency test on any such application; and, (2) any appeals of the County's decision on any such concurrency application.

1.4 Joint Review

If a proposed development fails the critical links part of the County's concurrency test as a result of its impact on a monitored corridor within the City as listed in Section 1.1.1, the County shall deny the application for a certificate of concurrency, provided that the City may recommend to the County that a certificate of concurrency be issued conditioned on the applicant providing transportation improvements to the monitored corridor(s) that failed the County's analysis in order to accommodate the impacts of the development. The County may issue a conditional certificate of concurrency only if it incorporates the City's recommendation, and if otherwise authorized by KCC Chapter 14.70.

1.5 Code Change

The County shall enact all ordinances and regulations necessary to implement this Agreement by March 31, 2003. If the County fails to do so, this Agreement shall terminate automatically on April 1, 2003, unless extended by the City Council.

2. City Responsibilities

2.1 Monitored Corridors

2.1.1 The City shall include within its concurrency review the following monitored corridors in unincorporated King County:

- Front Street South/Issaquah-Hobart Road -- South city limits to just south of SE 156th Street
- SR 900 -- South city limits to just south of SE May Valley Road
- SE Newport Way/West Sunset Way -- West city limits to Lakemont Boulevard SE
- East Lake Sammamish Parkway -- North city limits to Sammamish city limits
- SE Issaquah-Fall City Road/Duthie Hill Road -- East Lake Sammamish Parkway to Issaquah-Beaver Lake Road
- Issaquah-Pine Lake Road -- SE Issaquah-Fall City Road to 228th Avenue SE
- SPAR Road/Issaquah Bypass -- SE Issaquah-Fall City Road to Front Street South/Issaquah-Hobart Road

2.1.2 The foregoing monitored corridors located in unincorporated King County shall be included in the City's concurrency review when the City enacts the ordinances and regulations described in Section 2.5.

2.1.3 Any changes to this list of monitored corridors shall require an amendment to this Agreement.

2.2 Concurrency Review

The City shall perform its concurrency review using its concurrency procedures and level of service standards set forth in Issaquah Municipal Code, Chapter 18.15, Division II, and using the City's traffic model.

2.3 Notification

The City shall provide the County with a copy of any concurrency application that the City reviews that will have an impact on the County corridors identified in Section 2.1. The City shall notify the County of: (1) the results of its concurrency test and impact on those County corridors; and, (2) any appeals of the City's decision on any such transportation concurrency application.

2.4 Joint Review

If a proposed development fails the City's concurrency review because of its impacts on a monitored corridor within unincorporated King County as listed in Section 2.1.1, the City shall deny the application for a certificate of concurrency, provided that the County may recommend to the City that a certificate of concurrency be issued conditioned on the applicant providing transportation improvements to the monitored corridor(s) that failed the City's analysis in order to accommodate the impacts of the development. The City may issue a conditional certificate of concurrency only if it incorporates the County's recommendation, and if otherwise authorized by IMC Chapter 18.15, Division II.

2.5 Code Change

The City shall enact all ordinances and regulations necessary to implement this Agreement by March 31, 2003. If the City fails to do so, this Agreement shall terminate automatically on April 1, 2003, unless extended by the County Council.

3. Shared Responsibilities

3.1 Administrative Appeals

Administrative appeals of City or County approvals, conditional approvals or denials of a certificate of concurrency shall be processed by the jurisdiction that issued the approval, conditional approval or denial using that jurisdiction's appeals procedures.

3.2 Exemptions

This Agreement shall not apply to projects exempted from concurrency review by the County or the City.

3.3 Financial Responsibility

Each party to this Agreement shall be responsible for its own costs associated with implementing this Agreement.

3.4 Effective Date and Duration

This Agreement is effective upon signature by both parties. It shall continue in effect until terminated pursuant to Section 3.6. The City and County shall implement this Agreement upon the enactment of all ordinances and regulations as described in Sections 2.5 and 1.5 respectively.

3.5. Amendment

This Agreement may be amended only by an instrument in writing duly executed by the parties.

3.6. Termination

3.6.1 This Agreement shall terminate automatically under the circumstances described in Sections 1.5 and 2.5.

3.6.2 Either party may terminate this Agreement upon sixty (60) days written notice to the other party provided that, prior to any notice to terminate this Agreement, both parties shall meet to seek good faith resolution of any dispute or cause for termination.

3.6.3 On and after the date of the termination, the County shall no longer include those monitored corridors located in the City described in Section 1.1.1 in the County's critical links element of its concurrency test, and the City shall no longer include those monitored corridors located in unincorporated King County described in Section 2.1.1 in the City's concurrency review.

3.7. Indemnification

3.7.1 Each party shall protect, defend, indemnify, and hold harmless the other party, its officials, agents, and employees from any and all claims, actions, suits, liability, loss, costs, expenses, and damages, of any nature whatsoever, arising out of, or in any way resulting from, the indemnifying party's own negligent acts or omissions in carrying out the terms of this Agreement. In the event the indemnified party incurs any costs or expenses, including attorney's fees, to enforce the provisions of this section, all such costs, expenses, and fees shall be recoverable from the indemnitor. The City and County acknowledge and agree that if such claims, actions, suits, liability, loss, costs, expenses, and damages are caused by, or result from, the concurrent negligence of the parties, this Section shall be valid and enforceable only to the extent of the negligence of each party, its agents, employees and/or officials.

3.7.2. Both parties retain the right to participate in any third party suit regarding a concurrency determination made under this Agreement and shall cooperate with each other as reasonably required.

3.8 No Third Party Rights

This Agreement is made and entered into for the sole protection and benefit of the parties hereto. No other person or entity shall have any right of action or interest in this Agreement based on any provisions set forth herein.

3.9. Severability

If any provision of this Agreement shall be held invalid, the remainder of the Agreement shall not be affected if such remainder would continue to serve the purposes and objectives of the parties.

3.10. Non-Waiver

Waiver of any breach of any provision of this Agreement shall not be deemed to be a waiver of any prior or subsequent breach, and shall not be construed to be a modification of this Agreement.

3.11. Administration

3.11.1 Responsible Officials. This Agreement shall be administered by the Manager of the King County Roads Services Division or his or her designee, and by the City of Issaquah Planning Director or his or her designee.

3.11.2 Records. All records and documents with respect to this implementation of the Agreement shall be subject to inspection, review and audit by the County and City. Any request under this section will be made by advance notice in writing to the other party and shall be substantially complied with within thirty (30) days of the written notice.

3.12. Survival

The provisions of this Agreement shall survive the termination of this Agreement for any certificate of concurrency to which the terms of this Agreement apply that is issued by the County or the City prior to, or on the date of, such termination.

3.13. Entire Agreement

This Agreement contains the entire agreement of the parties and any representations or understandings, whether oral or written, not incorporated herein are excluded.

3.14. Captions

The captions in this Agreement are for convenience only and do not in any way limit or amplify the provisions of this Agreement.

3.15. References

References to the King County Code or the Issaquah Municipal Code refer to those codes as they now exist and as they may be hereafter amended.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date last written below.

KING COUNTY

CITY OF ISSAQUAH

Ron Sims
King County Executive

Ava Frisinger
Mayor, City of Issaquah

Date

Date

Approved as to Form:

Approved as to Form:

Deputy Prosecuting Attorney

Issaquah City Attorney