

03/12/99
Issa IA

ROB MCKENNA

Introduced By:

PETE VON REICHBAUER

Clerk 03/17/99

Proposed No.:

1999-0172

1 MOTION NO. **10659**

2 A MOTION authorizing the county executive to enter into an
3 interlocal and pre-annexation agreement with the City of
4 Issaquah concerning the South Plateau Access Road.

5 WHEREAS, the South Plateau Access Road (SPAR) will provide access to the
6 Issaquah Highlands development from Interstate 90 and the City of Issaquah, and

7 WHEREAS, in 1997 the King County council amended the 1994 King County
8 Comprehensive Plan Land Use Map to redesignate land needed for the SPAR from rural to
9 urban, and

10 WHEREAS, the 1997 amendment stipulated that an interlocal agreement between
11 the city and county be executed prior to annexation, for the purpose of affixing a land use
12 designation to the annexation area equivalent to the county's urban separator designation,
13 and

14 WHEREAS, the city recently submitted a Notice of Intention with the Washington
15 State Boundary Review Board for King County for annexation of land necessary for
16 construction of the SPAR, and

17 WHEREAS, upon annexation, the city will have all ownership, operation and
18 maintenance responsibility for the SPAR;

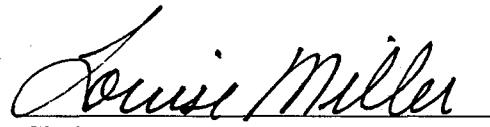
10659

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

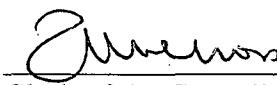
2 The county executive is authorized to execute an interlocal agreement, substantially
3 in the form of the attached with the City of Issaquah relating to the annexation of land
4 necessary for the construction of the SPAR.

5 PASSED by a vote of 13 to 0 this 5th day of April,
6 1999

7 KING COUNTY COUNCIL
8 KING COUNTY, WASHINGTON

9 
10 Chair

11 ATTEST:

12 
13 Clerk of the Council

14 Attachment: Interlocal Agreement and Pre-annexation Agreement between King County
15 and the City of Issaquah

INTERLOCAL AGREEMENT AND PRE-ANNEXATION AGREEMENT
BETWEEN KING COUNTY AND THE CITY OF ISSAQAH
RELATING TO ANNEXATION OF LAND FOR THE
SOUTH SAMMAMISH PLATEAU ACCESS ROAD

This Agreement is hereby entered into by King County, a home rule charter County in the State of Washington, (hereinafter referred to as the "County") and the City of Issaquah, a municipal corporation of the State of Washington (hereinafter referred to as the "City").

WHEREAS, the City is anticipating and planning for the annexation of certain land identified in attached Exhibits A and B (the "Proposed Annexation Area") particular to the South Sammamish Plateau Access Road ("SPAR");

WHEREAS, in 1997 the Council amended the 1994 King County Comprehensive Plan Land Use Map to redesignate land needed for the SPAR from rural to urban;

WHEREAS, the City agrees that Proposed Annexation Area land not used for road and utility purposes will be preserved by the City through a land use designation equivalent to the County's Urban Separator designation; and

WHEREAS, in consideration of the City's agreement to adopt a land use designation for the Proposed Annexation Area that is equivalent to the County's Urban Separator designation and to abide by other provisions set forth herein, King County agrees that it will support Issaquah's annexation of the Proposed Annexation Area; and

WHEREAS, in the interim period prior to annexation, by separate arrangement not involving King County, the City intends to commence review of Port Blakely Tree Farm's plans for the proposed construction of the SPAR; and

WHEREAS, the City and Port Blakely understand that their separate arrangement is not part of the County's permit process, that materials submitted to the City pursuant to that arrangement do not constitute a County permit application, and that no permit decisions can be rendered by the City on the portions of the SPAR that are currently in unincorporated King County until after annexation occurs; and

10659-4

WHEREAS, the parties are each authorized to enter into this agreement pursuant to RCW 39.34 (the Interlocal Cooperation Act) and Article 11 of the Washington State Constitution;

NOW THEREFORE, it is agreed by the parties as follows:

1. Purpose of the Agreement

The purpose of this Agreement is to identify certain land associated with the SPAR and to set forth pre-annexation conditions relating to the land use designation, and maintenance and ownership responsibilities of the Proposed Annexation Area after such property becomes part of the City.

2. Annexation Area Map

The Proposed Annexation Area Map (Exhibit A) and the Proposed Annexation Area Legal Description (Exhibit B) are attached hereto and incorporated herein.

3. Pre-Annexation Conditions

The following pre-annexation conditions shall apply.

3.1 Urban Separator Designation: In accordance with 1997 comprehensive plan amendment L-10 to the 1994 King County Comprehensive Plan (attached), the City shall upon annexation of the Proposed Annexation Area, affix a land use designation equivalent to the County's Urban Separator land use designation for all areas not used for road and utility purposes. King County acknowledges that the City's Conservancy land use designation is such an equivalent designation. Proposed Annexation Area land designated as Conservancy or an equivalent land use designation shall not thereafter be redesignated to authorize other urban uses or densities. No development regulations governing this area shall be modified thereafter without prior consultation with the Director of King County Department of Development and Environmental Services.

3.2 SPAR Task Force: The roadway improvements for the SPAR, including through the proposed annexation area, will be constructed utilizing an alignment and configuration that must be jointly agreed to by a task force including representatives from the Grand Ridge development, the City, County, and the state Department of Transportation.

4. Notice of Annexation

In accordance with the Memorandum of Understanding dated April 16, 1997 between the County and City, the City shall notify the County of its intent to annex prior to filing a notice of intent to annex with the State's King County Boundary Review Board. The City shall also inform the County of its timeline for annexation.

5. Post Annexation Responsibility

Upon the effective date of annexation, the City shall have full ownership and maintenance responsibility for the SPAR and any associated utilities.

6. Duration

This Agreement is effective upon signature by both parties and will terminate twenty years thereafter.

7. Amendments

This Agreement is a complete expression of the terms hereto and any oral representation or understandings not incorporated herein are excluded. Any modification, amendment, or clarification to this Agreement shall be in writing and signed by both parties. Copies of such shall be attached hereto and by this reference made part of this Agreement as though fully set forth herein.

8. Indemnification

8.1. The County shall indemnify and hold harmless the City and its officers, agents and employees or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason or arising out of any negligent action or omission of the County, its officers, agents, and employees, or any of them, in performing obligations pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the City, the County shall defend the same at its sole cost and expense; provided, that the City retains the right to participate in said suit if any principal of governmental or public law is involved; and if final judgment be rendered against the City and its officers, agents, employees, or any of them, or jointly against the City and County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.

10659-

8.2. The City shall indemnify and hold harmless the County and its officers, agents and employees or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason or arising out of any negligent action or omission of the City, its officers, agents, and employees, or any of them, in performing obligations pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the County, the City shall defend the same at its sole cost and expense; provided, that the County retains the right to participate in said suit if any principal of governmental or public law is involved; and if final judgment be rendered against the County and its officers, agents, employees, or any of them, or jointly against the City and County and their respective officers, agents, and employees, or any of them, the City shall satisfy the same.

8.3. The City and the 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 City, its agents, employees, and/or officers and the County, its agents, employees, and/or officers, this Section shall be valid and enforceable only to the extent of the negligence of each party, its agents, employees and/or officers.

9. Administration.

This Agreement shall be administered by the Director of the King County Department of Development and Environmental Services or his/her designee, and by the City of Issaquah, Director of Community Development, or his/her designee.

10659

10. No Third Party Beneficiary.

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.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

Ron Sims
King County Executive

Dated

Approved as to Form:
NORM MALENG
KING COUNTY PROSECUTING ATTORNEY

By: _____
Deputy Prosecuting Attorney

Dated

CITY OF ISSAQAH

Ara Frisinger
Mayor of Issaquah

3-1-99

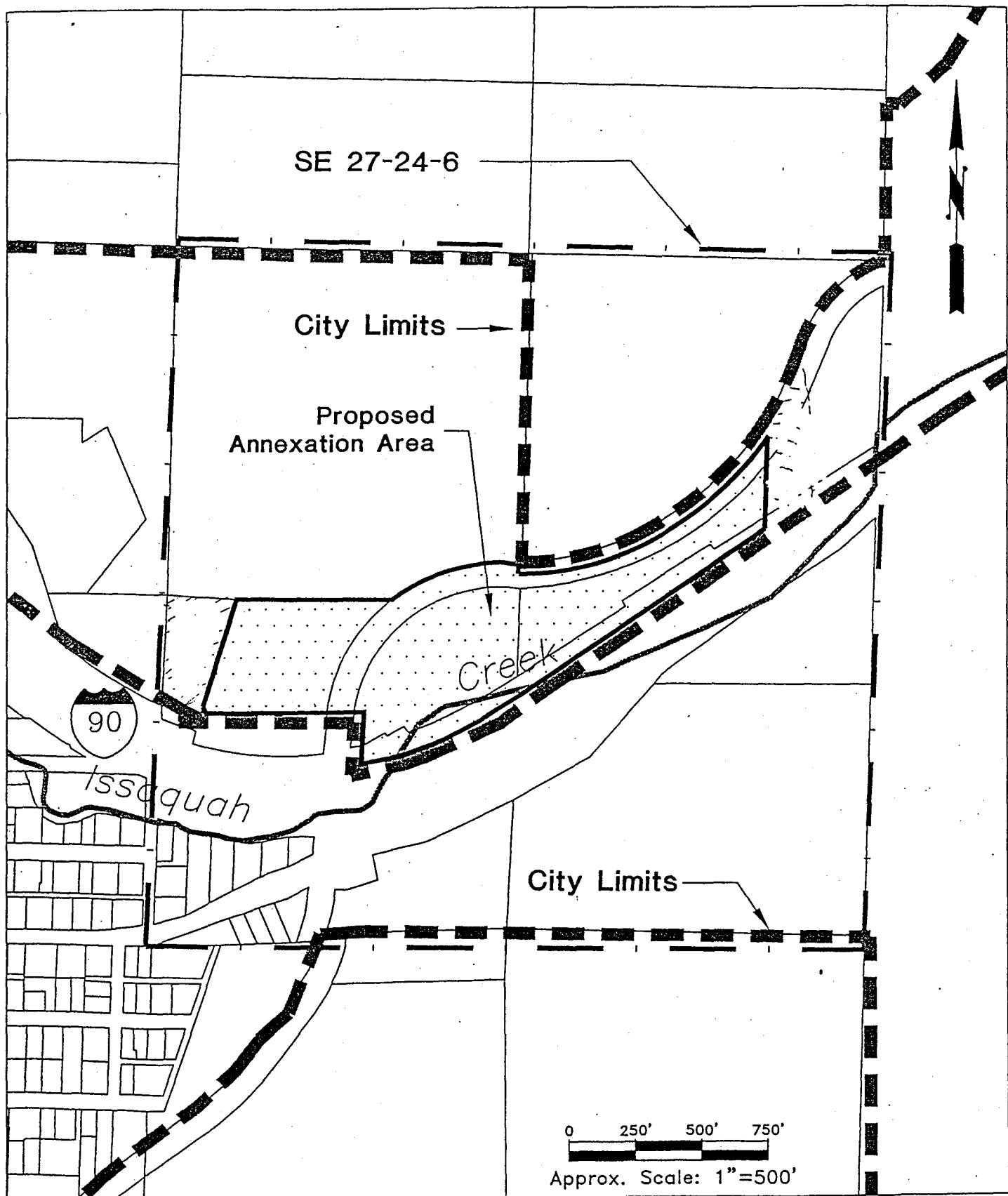
Dated

Approved as to Form:

Conrad Denner
Issaquah City Attorney

3/1/99

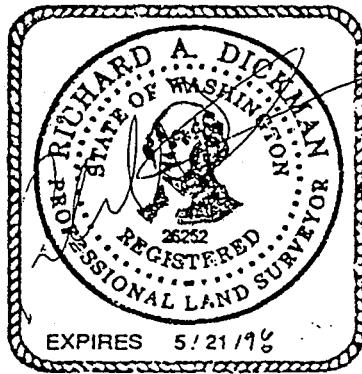
Dated



Proposed City
Annexation Area

THAT PORTION OF THE SOUTHEAST QUARTER, SECTION 27, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST-WEST CENTERLINE OF SAID SOUTHEAST QUARTER WITH THE NORTHERLY RIGHT-OF-WAY MARGIN OF THE FORMER BURLINGTON NORTHERN RAILROAD AS SHOWN PER THE RIGHT-OF-WAY PLANS PREPARED FOR "SR 90, LAKE SAMMAMISH TO EAST ISSAQAH INTERCHANGE, RIGHT-OF-WAY AND LIMITED ACCESS PLAN," SHEETS 10 AND 11 OF 13, DATED JULY 23, 1953, SAID INTERSECTION SITUATED ON THE NORTHERLY RIGHT-OF-WAY MARGIN OF SAID SR 90; THENCE WESTERLY ALONG SAID CENTERLINE AND THE NORTHERLY MARGIN OF SAID SR 90 TO AN ANGLE POINT ON SAID MARGIN OFFSET RADIALL FROM STATION LL838+00, P.O.C. AS SHOWN ON SAID PLANS; THENCE SOUTHWESTERLY ALONG SAID MARGIN AND ITS SOUTHWESTERLY PROLONGATION TO THE NORTH LINE OF THE CITY OF ISSAQAH LIMITS AS ESTABLISHED BY CITY OF ISSAQAH ORDINANCE NO. 714; THENCE EASTERLY AND SOUTHERLY ALONG THE NORTH LINE OF SAID ORDINANCE NO. 714 TO THE INTERSECTION WITH THE NORTH LINE OF THE CITY OF ISSAQAH LIMITS AS ESTABLISHED BY CITY OF ISSAQAH ORDINANCE NO. 860; THENCE NORTHEASTERLY ALONG THE NORTH LINE OF SAID ORDINANCE NO. 860 TO THE WEST LINE OF THE EAST 440 FEET OF SAID SOUTHEAST QUARTER; THENCE NORTHERLY ALONG SAID WEST LINE TO SAID RAILROAD MARGIN; THENCE SOUTHWESTERLY ALONG SAID RAILROAD MARGIN TO THE POINT OF BEGINNING.



3-6-98

DAVID EVANS & ASSOCIATES, INC.
BELLEVUE, WA
(425) 519-6500

1 AMENDMENT TO THE 1994 KING COUNTY COMPREHENSIVE PLAN - LAND
2 USE MAP
3

4 Amend the 1994 King County Comprehensive Plan Land Use Map for Section 27,
5 Township 24, Range 6 (Map #19) by redesignating the ((~~portion of Washington State~~
6 ~~Department of Transportation (WSDOT)~~ I-90 right-of-way lying north of the City of
7 Issaquah, as indicated in the attached map.)) area indicated in the attached map and
8 described in the legal description included with the map, from Rural Residential to
9 Urban Separator. The following language shall be placed on the Comprehensive Plan
10 Land Use Map #19 in reference to this amendment:

11 "Limited portions of the Urban Separator located in Section 27, Township
12 24, Range 6 will be utilized for the construction of roads and utilities
13 pursuant to the Grand Ridge Joint Agreement. Prior to annexation of this
14 area to the City of Issaquah, an interlocal agreement between the city and
15 county shall be completed which permanently affixes the Urban Separator or
16 other appropriate open space designation utilized by the city, to this area."

17 Effect: This amendment clarifies that the identified portion of the right-of-way (ROW) of
18 I-90 owned by WSDOT are added to the Urban Growth Area adjoining the City of
19 Issaquah and redesignated from Rural Residential to Urban Separator.

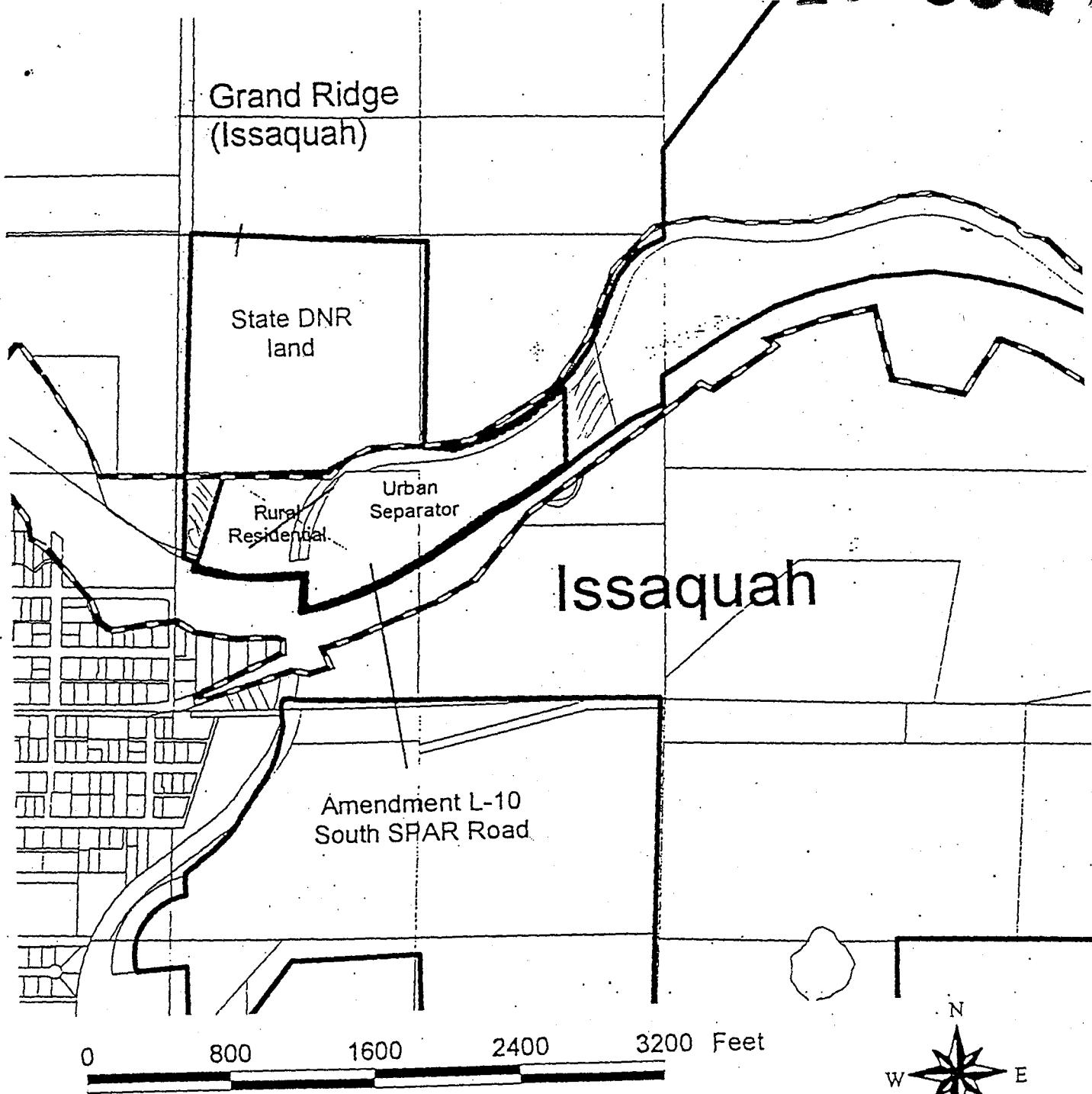
20 The amendment would allow the City of Issaquah to annex the land and have full
21 permitting authority, maintenance responsibility and liability for the new South SPAR
22 road, that will be placed within the corridor identified by this amendment. This corridor, in
23 addition to the roadways, may contain other utilities-related infrastructure.

24 The amendment would also require an interlocal agreement prior to annexation by the City
25 of Issaquah, that permanently designates the area Urban Separator or some other suitable
26 open space designation utilized by the city.

1 The amendment would not require a zone reclassification because road rights-of-way such
2 as the ROW in question are "unclassified" in the Zoning Code (i.e. do not have a zoning
3 designation).

4 NOTE: The roadway improvements for the new South SPAR road will be constructed
5 utilizing an alignment and configuration that must be jointly agreed to by a task force
6 including representatives from the Grand Ridge development, the City of Issaquah, the
7 state Department of Transportation, and King County. Through participation in this task
8 force, the county can ensure that the priorities indicated by the Urban Separator designation
9 are discussed and addressed in decisions relative to roadway alignment and configuration.

10659



Amendment L-10 South SPAR Road

- ▲ Urban Growth Line
- ▲ WSDOT - I-90 ROW
- Proposed Area
- City of Issaquah