

RESOLUTION NO. R- 3399

A RESOLUTION RELATING TO LOCAL GOVERNMENTAL COOPERATION, LAND USE, SERVICE DELIVERY, PUBLIC IMPROVEMENTS, AND ANNEXATION AND DIRECTING THE TRANSMITTAL OF THE ATTACHED INTERLOCAL AREA AGREEMENT TO KING COUNTY

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

WHEREAS, the County and the City 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 spread across 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, the King County Comprehensive Plan policies PI-302 through PI-305 encourage interjurisdictional cooperation and the use of interlocal agreements to implement solutions to major planning issues, and

WHEREAS, pursuant to RCW chapter 39.34, the Interlocal Cooperation Act, the County and the City are each authorized to enter agreements for cooperative action, and

WHEREAS, the County and the City 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, the County and the City have each resolved to use standardized terminology in the development of an Interlocal Urban Area Planning Agreement, and

WHEREAS, the City, on July 20, 1987, held a public hearing to solicit input of all individuals and agencies that may potentially be affected by the substance of this Interlocal Planning Agreement,

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Kirkland as follows:

Section 1. Department of Planning and Community Development staff are directed to transmit the attached draft interlocal agreement through the appropriate processes for King County Council and King County Executive approval.

Section 2. The City Council recognizes that the attached interlocal agreement is a draft and that King County may wish to propose changes to specific provisions of the agreement. The City Council welcomes the opportunity to discuss and review this draft agreement with King County representatives.

PASSED by majority vote of the Kirkland City Council in regular, open meeting on the 20th day of July, 1987.

SIGNED in authentication thereof on the 20th day of July, 1987.

*Doris Cooper*  
Mayor

Attest:

*Janice Perry*  
City Clerk

7323C/279A/DM:rk

THIS INTERLOCAL URBAN AREA AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1987, by and between KING COUNTY (hereinafter referred to as "County") and the CITY OF KIRKLAND (hereinafter referred to as "City") as follows:

I. PURPOSE

The purposes of this agreement are to:

- A. Create a workable system for interjurisdictional communication between the County and the City in the implementation of mutual goals; and
- B. Establish a cooperative relationship through which the County and the City can develop and maintain compatible land use policies and public improvement standards within the Northshore Community Plan area; and
- C. Provide a means by which the County and the City will consider each other's plans, regulations, and policies in land use development decisions; and
- D. Provide a means by which the County and the City may identify those urbanized or urbanizing unincorporated areas which should ultimately be considered for annexation to the City.

II. RELATIONSHIP TO EXISTING LAWS AND STATUTES

This agreement in no way modifies nor supercedes existing laws and statutes. In meeting the commitments encompassed in this agreement, both parties will comply with the requirements of the Annexation Statutes, Open Meetings Act, State Environmental Policies Act and Other State Law.

III. PUBLIC PROCESS

- A. The delineation of the Geographic Areas in Exhibit A and the corresponding obligations, rules, and procedures in Exhibit B are of interest to a variety of affected parties. This includes the general public as well as area residents, property owners, and affected units of local government.
- B. In making this interlocal agreement, the County and City acknowledge and certify that they have considered the rights and concerns of the aforementioned affected parties. This has been achieved by the following means:
  1. The City conducted a public hearing on July 20, 1987 on the subject of designation of the Geographic Areas and corresponding obligations, rules, and procedures as identified in Exhibits A and B, respectively.

- 2. The City did distribute public notice of said hearing which stated the date, time, and location of the hearing and contained a brief description of the area(s) and substantive effect of this agreement. The method for distribution of said public notice was as follows:
  - a. It was published in a newspaper of general circulation in the area at least one time per week for two weeks prior to the date of the hearing.
  - b. At least two weeks prior to the hearing:
    - (i) It was mailed to all general purpose and special purpose local governments which lie in whole or in part within the Geographic Areas shown in Exhibit A.
    - (ii) It was mailed to public and private groups known to have an interest in the area.
    - (iii) It was published and distributed by the method required by County and City Ordinance for legislative actions.

C. The County and City hereby agree that any future amendments to either Exhibits A or B shall follow the process outlined in this section.

IV. RESPONSIBILITIES/SUBSTANTIVE EFFECT

The Geographic Areas designated on the Exhibit A are subject to the provisions of this agreement as specified in this section.

The County and the City shall cooperate and coordinate land use planning and development controls in areas so designated in the manner provided in this section. Nothing in this agreement shall restrict the County and the City from establishing other cooperative agreements addressing particular projects, areas, or concerns not subject to this agreement.

A. Statement of Ultimate Authority - Notwithstanding the provisions of this agreement, the ultimate authority for land use and development decisions is retained by the County and the City within their respective jurisdictions. Within unincorporated King County, the County retains ultimate authority and responsibility for land use planning, adoption of land use regulations, and development permit decisions. Within the corporate limits of the City, the City retains ultimate authority and responsibility for land use planning, adoption of land use regulations, and development permit decisions. The provisions of this agreement do not allow either jurisdiction to abrogate ultimate decision making responsibility granted them by law.

- B. Delineation of Obligations, Rules and Procedures - Within each of the areas shown in Exhibit A, the County and City mutually agree and pledge to assume certain obligations, apply certain rules and follow certain procedures. These are detailed in Exhibit B.

V. DEFINITIONS

- A. Agency Notice means written notification mailed through regular post or hand delivered from the City to the County, or vice-versa, which is given in a manner consistent with ensuring timely exchange of information in the consideration of each other's plans and policies.

For purposes of this agreement, each notice shall:

1. Identify the nature of the action or plan being considered (e.g., plan amendment, preliminary subdivision, etc.); and
  2. Indicate the location of the subject of the notice; and
  3. Name the staff person and phone number for obtaining additional information; and
  4. State the dates of the effective review and comment period; and
  5. State where written comments should be sent; and
  6. Include an environmental checklist and threshold determination as well as a vicinity map and site plan, if a "project action".
- B. Annexation Proposals means those proposals to add territory to a governmental unit. The following annexation proposals are specifically included within the terms of this agreement:
1. Municipal Annexation Proposals - Proposals made to extend the boundaries of the City to encompass presently unincorporated territory as provided for in RCW 35.13 or RCW 34A.14.
  2. Special Purpose District Annexation Proposals - Proposals made to expand the territorial boundaries of or the service area of a sewer district, water district or fire protection district within unincorporated King County as provided for by RCW 56.24, 57.24, and 52.04 respectively.
- C. Development Permit Review means the regulatory decision-making process used by a local government for review and approval of proposals which require one or more permit, certificate, or other written authorization from that local government, including land use, development, and construction projects. There are two classes of developments subject to review:

1. Class I Developments means the following:

- a. Zoning reclassifications
- b. Preliminary subdivisions
- c. Preliminary planned unit developments
- d. Unclassified use and conditional use permits
- e. Shoreline substantial development permits
- f. Construction 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

2. Class II Developments means the following:

- a. Sign permits
- b. Building permits for new nonresidential structures
- c. Grading or filling of 50 cubic yards or more
- d. Short Subdivisions
- e. Cutting or clearing of significant trees or vegetation as defined by the City.

D. Geographic Areas means the four following areas:

1. Impact Area means an area outside city limits within which new development or activity is likely to have an impact on that city.
2. Municipal Service Area means an area outside city limits which is the composite of that City's water, sewer, and fire protection franchise areas, together with any areas for which that City has a contractual obligation to serve. Municipal Service Area includes those areas currently being served by the City, as well as those areas for which there are plans approved by King County for future service.
3. Planning Area means that area outside of the city limits for which a City prepares or participates with the County in the preparation of land use policies. Generally, Planning Areas are smaller units within the King County adopted Community Plan structure.
4. Potential Annexation Area means an area outside city limits which the City and the County mutually agree is logical to consider for potential annexation. Potential Annexation Areas are determined by joint effort of the elected officials and

staffs of both the City and the County and involve a public hearing process to solicit the input of the general public, area residents, property owners, and affected units of local government.

- E. Interlocal Urban Area Agreement means an agreement between general purpose local governments which is adopted pursuant to RCW 39.34 and which pertains to land development, service delivery, and public facilities and annexations in Urban, Transitional and Rural areas as identified in the King County Comprehensive Plan. This does not include other interagency interlocals, unless they are specifically referenced in Section XI of this agreement.
- F. Plan Development means the preparation or major amendment of any of these planning documents:
1. Land Use Plans - Planning documents which express goals, policies, and plans for land use (e.g., Comprehensive Plan, Community Plans);
  2. Functional and Capital Improvement Plans - Plans for the provisions of public facilities and services (e.g., water, sewer, transportation plan, open space plan);
- G. Plan Participation means the right to be involved in Plan Development including: City appointment of City representatives to Community Plan committees or other County advisory committees empaneled as part of Plan Development. Further, with respect to the plans referenced in Plan Development, the following shall also constitute Plan Participation: timely notification of formal staff meetings, public meetings, and hearings regarding the plan; the opportunity to participate in draft plan formulation; and processes to resolve differences and/or achieve simultaneous adoption in agreed upon areas.

The jurisdiction desiring to participate shall contact the other jurisdiction within the effective response period indicated in the notice announcing the initiation of plan development. The full nature and extent of Plan Participation is to be determined by representatives of the appropriate County and City departments as designated by the official charged with overall administrative responsibility in Section VII of this agreement.

- H. Review and Comment Opportunity means the provision of pertinent materials for a reasonable amount of time during which a reviewing jurisdiction can review those materials and prepare responsive comments. The specific mechanics and timeframe shall be determined administratively by the County and the City and shall provide for interagency discussion prior to the formalized procedures and timeframes of local SEPA ordinances.

The initiating jurisdiction may grant reasonable extensions where the provision of additional time would not interfere with meeting requirements of State or local laws, procedural requirements, or administrative necessity.

Comments submitted in a timely manner shall be considered by the initiating jurisdiction in its deliberation on the plan or action. The times established by this agreement for review and comment shall be within decision deadlines of the initiating jurisdiction, as established by law, court action, or adopted administrative rules or regulations.

- I. Staff Consultation means 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.

## VI. EFFECTIVE DAY AND FILING

The County and the City acknowledge that, pursuant to RCW 39.34.120, interlocal agreements may not technically become effective until after submission of the completed agreement to the Washington State Office of Community Affairs. Accordingly, upon complete execution of this agreement, it shall be filed with the Office of Community Affairs and the agreement shall formally become effective sixty (60) days after filing with that office. Not later than fifteen (15) days prior to the effective date, the Office of Community Affairs may file written comments with the County and the City concerning this agreement. Prior to the effective date of this agreement, it shall be filed with the King County Auditor, with the Clerk of the City, and with the Secretary of State pursuant to RCW 39.34.040.

## VII. ADMINISTRATION

The responsibility for administering this agreement shall rest jointly with the King County Executive and the Mayor of Kirkland through their respective designees. Within thirty (30) days of its signing, the designees shall inform each other of the names and address to be used in correspondence regarding this agreement. Each jurisdiction has the responsibility of keeping this contact information current and for directing correspondence consistent with this information.

It is not anticipated that the County and the City shall acquire, hold, or dispose of any real or personal property in the course of this joint undertaking. In the event that property must be acquired to implement this agreement, a supplemental agreement shall be entered into to provide for the manner of acquiring, holding, and disposing of such property, pursuant to RCW 39.34.030(4)(b).



VIII. COST OF PERFORMING AGREEMENT

The County and the City shall each be responsible for their own costs incurred, pursuant to this agreement, unless some other contractual arrangements are made.

IX. AMENDMENT

This agreement may be amended only by express written agreement of both the County and the City, pursuant to legislative action by each.

X. RELATIONSHIP OF THIS AGREEMENT TO FUTURE SPECIFIC INTERLOCAL AGREEMENTS

As outlined in Section I "Purpose", this agreement serves as the framework for Suburban Cities and King County to address issues of land use, service delivery, public improvements, and annexation. This agreement may, therefore, be viewed as the binding holding together all specific interlocal agreements relative to these issues which a City and the County adopt.

This framework contains four sections. As defined in Section V, they are: Impact Area, Planning Area, Municipal Service Area, and Potential Annexation Area. Specific interlocal agreements that the City and the County develop throughout the years may be viewed as chapters which fit within these four sections.

This agreement sets in motion an evolving process of interjurisdictional cooperation between a City and King County which has as its products those specific problem-solving interlocal agreements.

XI. OTHER INTERLOCAL AGREEMENTS ADOPTED BY REFERENCE

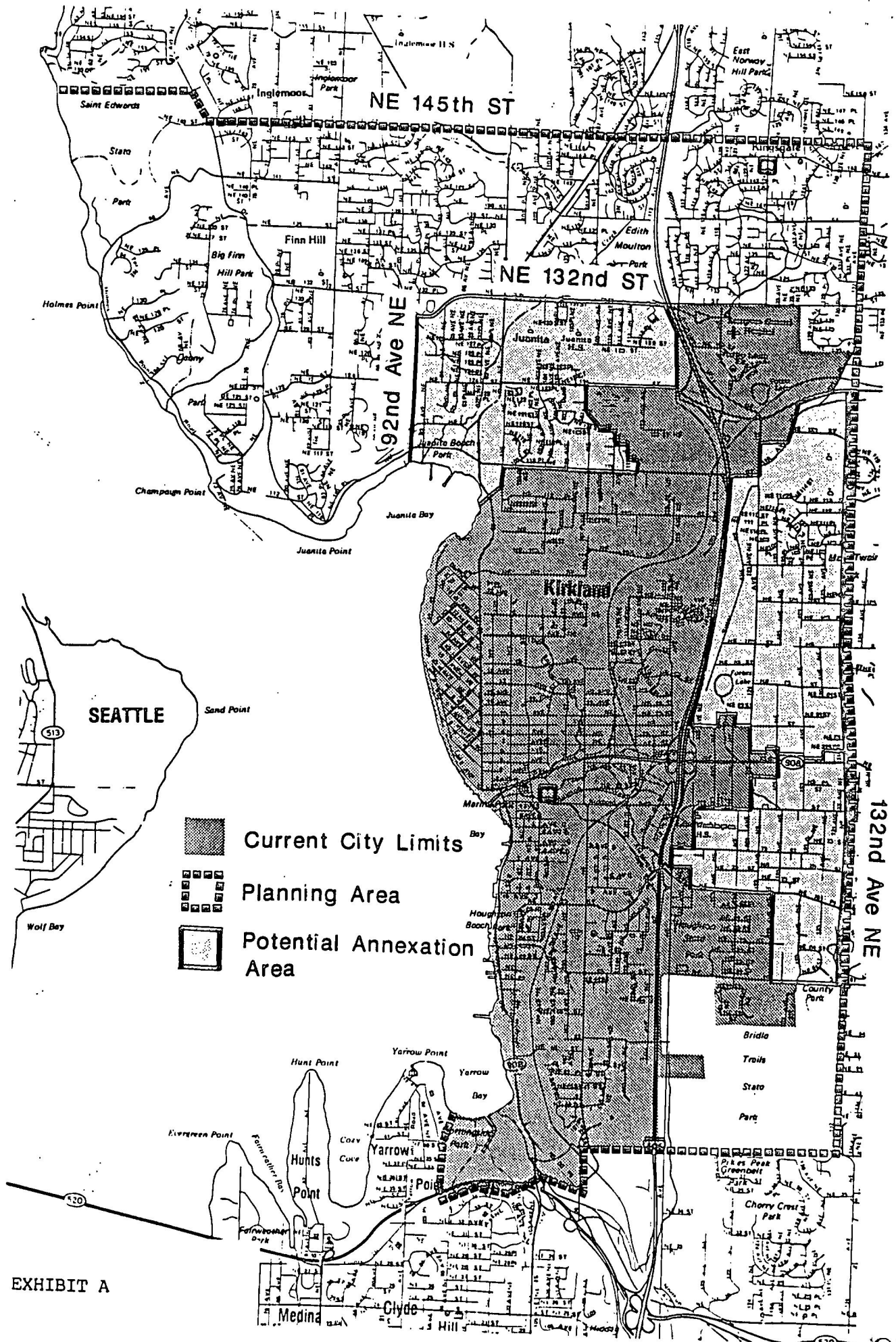
XII. DURATION AND TERMINATION

This agreement shall continue in effect until terminated in writing by either the County or the City, pursuant to legislative action after thirty (30) days notice to the other party.

\_\_\_\_\_  
Doris Cooper,  
Mayor

\_\_\_\_\_  
Title Signature Block  
King County

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-  Current City Limits
-  Planning Area
-  Potential Annexation Area

EXHIBIT A

Exhibit B.1 - Obligation, Rules, and Procedures within the Planning Area of the City of Kirkland.

I. County Obligation, Rules and Procedures

A. Development Permit Review

1. When it undertakes Development Permit Review of Class I Developments, the County shall provide the City:

- a. Agency Notice
- b. Review and Comment Opportunity
- c. Opportunity for Staff Consultation
- d. Opportunity to participate in the County's SEPA process as provided for by the State Environmental Policy Act Rules (WAC 197-11-942 and 197-11-944) shall be available. Given a timely request by the City, the County shall negotiate the nature and scope of the City's participation. The County will cooperate to incorporate the City's concerns consistent with the County's need to comply with federal, State, and local laws, the County's procedural requirements, and administrative necessity.

2. The County shall apply and enforce County design and performance standards unless the City and the County have adopted, as part of this agreement, standards which are different than those in the King County Code, in which case the standards which have been mutually agreed to shall be enforced.

3. The County shall require mitigation of those impacts identified in the County's SEPA process as having significant adverse effects. Impacts identified within the City shall be mitigated to City Standards or other standards adopted in paragraph 2 above.

Impacts identified within the Planning Area shall be mitigated to the County's standards (levels of service and street/utility specifications) unless the County and City have mutually agreed to some other standard.

B. Plan Development

1. When it undertakes Plan Development, the County shall provide the City:

- a. Agency Notice
  - b. Review and Comment Opportunity
  - c. Opportunity for Staff Consultation
  - d. Opportunity for Plan Participation
  - e. Opportunity to discuss disputed issues in a good faith attempt to resolve differences before the draft plan is completed. When the City desires this negotiation process it shall make a timely request.
  - f. Opportunity for simultaneous adoption.
2. When the County initiates annual planning efforts to evaluate potential capital improvement projects such as roads or surface water management facilities, it shall provide Agency Notice to the City. Within the effective period specified by the Agency Notice, the City can make comments and suggestions which the County shall consider.

## II. City Obligations, Rules and Procedures

### A. Development Permit Review

1. When it undertakes development permit review of Class I developments, the City shall provide the County:
  - a. Agency Notice
  - b. Review and Comment Opportunity
  - c. Opportunity for Staff Consultation
  - d. Mitigation of impacts identified in the City's SEPA process as having significant adverse effect(s) in the County.
2. Circulation of the City's SEPA documents to the County is expressly included within this provision.

### B. Plan Development

1. The City shall use its plans, policies, zoning, and other regulatory controls to encourage city-wide achievement of County Comprehensive Plan objectives for urban residential densities and the provisions of a full range of housing opportunities. This includes a commitment to discuss with the County the City's fair share of affordable housing opportunities.
2. When it undertakes Plan Development, the City shall provide the County:

- a. Agency Notice
  - b. Review and Comment Opportunity
  - c. Opportunity for Staff Consultation
  - d. Opportunity for Plan Participation
  - e. Opportunity to discuss disputed issues in a good faith attempt to resolve differences before the draft plan is completed. When the County desires this negotiation process it shall make a timely request.
3. When the City initiates annual planning efforts to evaluate potential capital improvement projects such as roads or surface water management facilities, it shall provide Agency Notice to the County. Within the effective period specified by the Agency Notice, the County can make comments and suggestions which the City shall consider.

Exhibit B.2 - Obligations, Rules and Procedures Within the Potential Annexation Area of the City of Kirkland.

I. County Obligations, Rules and Procedures

A. With Respect to Annexations:

1. Municipal Annexations proposed by the City shall be supported by the County.
2. Special Purpose District Annexations shall not be supported by the County unless they are consistent with both the County's and the City's adopted plan(s) required by Section II.C.4.a.(3), or are necessitated by public health or safety considerations.
3. Annexations or incorporations proposed by another jurisdiction shall not be supported by the County. It shall be the County's policy to recommend denial to the Boundary Review Board unless the City agrees to a recommendation for support.

B. With respect to Development Permit Review:

1. When it undertakes Development Permit Review of Class I Developments, the County shall provide the City:
  - a. Agency Notice
  - b. Review and Comment Opportunity
  - c. Opportunity for Staff Consultation
  - d. Opportunity to participate in the County's SEPA process as provided for by the State Environmental Policy Act Rules (WAC 197-11-942 and 197-11-944) shall be available. Given a timely request by the City, the County shall negotiate the nature and scope of the City's participation, which may include joint lead agency status. The County will cooperate to incorporate the City's concerns consistent with the County's need to comply with federal, state, and local laws, the County's procedural requirements, and administrative necessity.
2. a. When it undertakes Development Permit Review of Class I or Class II Developments, the County shall apply and enforce site development standards, such as height, setbacks, landscaping (Chapter 95), parking requirements (Chapter 105) and public improvements (Chapter 110), which are comparable to the City's standards in comparable zones.

- b. Within the potential annexation area, comparable King County and City of Kirkland zones are:

<u>King County</u>	<u>City of Kirkland</u>
SE	RSX 35
SR	RSX 7.2
RS 15,000	RSX 12.5
SR 9600	RSX 8.5
RD 3600, RT 3600	RM 3.6
RM 2400	RM 2.4
RM 1800	RM 1.8
RM 900	PR 1.8 FCI
BN	BN
BC	BCX
MP, ML	LI

3. The County shall prohibit tree cutting, grading or filling which is inconsistent with the standards of the City (Section 115.75 of the Kirkland Zoning Code) or the standards of the County, whichever is more restrictive.
4. The County shall prohibit signs which are prohibited by Section 100.85 of the Kirkland Zoning Code in the City. This includes, but is not limited to, off-premise signs, portable signs, and roof-mounted signs. The County shall also apply and enforce comparable City sign standards, established by Chapter 100 of the Kirkland Zoning Code, in the comparable King County zone. Comparable King County and City of Kirkland zones are identified in Section I.B.2.b. above.
5. The County shall adopt such legislation as is necessary to implement the provisions of paragraphs 1 through 4 above.

D. With respect to Plan Development:

1. When it undertakes Plan Development, the County shall provide the City:
- Agency Notice
  - Review and Comment Opportunity
  - Opportunity for Staff Consultation
  - Opportunity for Plan Participation

- e. Opportunity to discuss disputed issues in a good faith attempt to resolve differences before the draft plan is completed. When the City desires this negotiation process, it shall make a timely request.
  - f. Opportunity for simultaneous adoption.
2. When the County initiates annual planning efforts to evaluate potential capital improvement projects for roads or surface water management facilities, it shall provide Agency Notice to the City. Within the effective period specified by the Agency Notice, The City can make comments and suggestions which County staff shall consider.
3. a. Major road projects shall be treated as follows:
- 1) When the County initiates applications for Federal or State grants to fund arterial improvements, the City shall be identified as lead agency subsequent to annexation.
  - 2) Any federal or state funds approved for road improvements for the projects specified in paragraph b. shall continue to be committed by the County to those projects through completion regardless of whether or not the land actually annexes.
  - 3) The administration of such projects shall be negotiated between the City and the County on a case-by-case basis.
  - 4) The County and the City shall participate jointly in funding the local match portion of such projects. The proportionate share shall be based on actual traffic impacts from each jurisdiction upon the subject roadway.
- b. This section shall apply to the following specific projects within the potential annexation area:
- 1) NE 124th Street, between 100th Avenue NE and 116th Avenue NE



- 2) 116th Avenue NE, between NE 124th Street and NE 130th Street
- 3) Juanita Drive, between 93rd Avenue NE and 98th Avenue NE
- 4) NE 70th Street, between 116th Avenue NE and 132nd Avenue NE

## II. City Obligations, Rules and Procedures

- A. During its SEPA review process on any annexation it proposes, the City shall provide the County:
  1. Agency Notice
  2. Review and Comment Opportunity
  3. Opportunity for Staff Consultation
- B. The City shall include as a part of its annexation process an opportunity for residents and landowners within the proposed annexation to learn about the effects of annexation and to voice their concerns. The City shall provide a public process, including a City Council hearing, in the manner outlined in Section III of the body of this agreement. At the hearing, the City shall provide explanation of the costs and benefits of annexation. The City may fulfill this obligation coincident with meeting the obligations of state law.
- C. The City shall only include within a Potential Annexation Area lands which conform to the following criteria:
  1. Urban Character - The area is designated by the County Comprehensive Plan map as Urban. Transitional Areas can be included if redesignated to Urban through an adopted Community Plan.  
  
Agricultural and Forest Production Districts, as designated on the Comprehensive Plan Map, shall not be included, unless continued management of these resource industries would be maintained or enhanced, through a legally binding agreement with the City. Forest Production Districts could be redesignated as a Rural Area through an adopted Community Plan.

Adjacent to a Rural Activity Center, Rural Land can be included if identified in an adopted Community Plan as future growth area. Where an adopted Community Plan does not indicate future growth areas, the County shall consider growth patterns, development activity, physical/environmental constraints, ability to provide public facility/services and the full public costs of those facilities/services, and other evaluation criteria to determine the appropriateness of including Rural Lands.

2. Sensitive Area Protections - When an area contains environmentally sensitive or other features which are addressed by County and/or City protective policies and/or regulations (i.e., wetlands, steep slopes, floodways, landslide areas, coal mine hazard areas, seismic hazards, erosion hazards, shorelines, open space, and historic sites on the County's register), the more restrictive policies and/or regulations shall apply. Comparable protections are adopted ordinances and implementing measures which afford protection(s) commensurate with those in force in the County.

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