

PL 8.6230d

**AN INTERLOCAL AGREEMENT
BETWEEN KING COUNTY AND THE CITY OF AUBURN
RELATING TO POTENTIAL ANNEXATION AREA DESIGNATION
AND FUTURE SERVICE PROVISION**

This Agreement is hereby entered into by King County, a home rule charter county, a political subdivision of the State of Washington, and the City of Auburn, a municipal corporation of the State of Washington.

WHEREAS, RCW 36.70A.110(2), 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 adopted and approved by Ordinance 10450 on July 6, 1992 by the County Council and amended by Ordinance 11446 on July 19, 1994 and ratified by Cities within the County, establishes 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 for defining service delivery responsibilities. Relevant countywide planning policies are attached to this interlocal agreement as Exhibit A and incorporated herein; and

WHEREAS, the Countywide Planning Policies state that each City shall designate a Potential Annexation Area in collaboration and consultation with adjacent counties, cities, and affected residents; and

WHEREAS, the City of Auburn has signed intergovernmental agreements with Kent and Federal Way and has worked with affected residents; and

WHEREAS, RCW 36.70A.070(3) and (6) of the Washington State Growth Management Act of 1990, as amended, states that jurisdictions are to prepare capital facility plans that forecast future facility needs and at least a six year a capital financing plan; and

WHEREAS, RCW 36.70A.210 of the Washington State Growth Management Act of 1990, as amended, states that counties are regional governments within their boundaries, and cities are primary providers of urban governmental services within urban growth areas; and

WHEREAS, it is in the public interest that the jurisdictions cooperate to designate logical and achievable potential annexation area boundaries and to ensure there are no overlaps or unincorporated urban islands between Cities; and

WHEREAS, the City's potential annexation area is being identified using criteria defined within this Agreement, with participation from the general public and impacted jurisdictions, and

consideration of the City's ability to provide the necessary infrastructure and services to accommodate increased urban levels of development.

WHEREAS, the City formally adopted its potential annexation area, which is identified on Exhibit B to this agreement, in 1995. King County's formal adoption will not occur until it amends its Comprehensive Plan to include this potential annexation area. In the event King County should fail to formally adopt the potential annexation area identified in this agreement, this Agreement shall be null and void and should be renegotiated. King County's failure to formally adopt this PAA shall not prevent the City from annexing lands contained within the PAA.

NOW THEREFORE, pursuant to RCW 39.34 the County and the City hereby agree:

I. PURPOSE.

- A. The first purpose of this Agreement is to identify the City's potential annexation area (PAA).
- B. The second purpose of this Agreement is to establish the means and timeframe by which the County and the City shall subsequently agree on development of lands, provision of services, and construction and/or operation of capital facilities within the City's PAA. Specifically, such an agreement will address the following:
 - 1. Appropriate land uses, zoning, and development standards
 - 2. Protection of resources and mitigation for impacts of development
 - 3. Service types, levels, and providers
 - 4. Continuation of local and regional resource and service planning strategies ongoing within the PAA
 - 5. Cooperative financing for planned capital facilities
 - 6. Uses and maintenance standards for capital facilities
 - 7. Timing and phasing of specific annexations within the PAA

II. DEFINITIONS.

- A. *Potential Annexation Area (PAA)*: The unincorporated urban area adjacent to a City, within which urban growth shall be encouraged and phased, and which is expected to annex to the City. Annexation is expected to occur sometime during the next 20 years. PAA is the unincorporated portion of a City's Urban Growth Area.
- B. *Urban Growth Areas*: Areas proposed by the Cities and designated by the County within which urban growth shall be encouraged and phased and outside of which growth can occur only if it is not urban in nature. A City's Urban Growth Area includes its PAA.
- C. *Urban Growth Area Line*: The boundary marking the limit between the urban growth areas and other areas, such as rural and resource areas, where urban growth is not permitted. The boundary shall be designated by the County in consultation with

the appropriate Cities, under the requirement of the Growth Management Act, as amended.

- D. *Impact Area:* A potential impact area is an area outside of a City's PAA where new development may have an impact on that City's facilities and services. City designation of an impact area will be done in collaboration with adjacent jurisdictions.

III. CRITERIA FOR DESIGNATION OF POTENTIAL ANNEXATION AREAS

The following criteria were used for designation of the PAA. Proposed modifications to adopted Potential Annexation Areas shall be supported by written evidence of a significant change to at least one of the criteria:

1. Recognition of residential community identification.
2. Financial and technical ability to provide municipal services.
3. Creation of logical service areas
4. Recognition of physical boundaries
 - 4.1 Bodies of water
 - 4.2 Topographical features
 - 4.3 Watersheds
 - 4.4 Freeways
5. Protection of critical/resource areas significant to a particular jurisdiction.
 - 5.1 Protection of critical and resource areas
 - 5.2 Opportunities for urban separators
6. Logical boundaries
 - 6.1 Elimination of unincorporated islands
 - 6.2 No overlapping PAA
 - 6.3 Inclusion within the PAA of all parts of individual capital facilities or infrastructure elements, such as roads and appurtenant rights-of-way
7. Comprehensive plans and interlocal agreements in place at the time Auburn's PAA boundary was designated. A subsequent interlocal agreement or comprehensive plan amendment that calls for a modification of the PAA boundary is subject to the amendment procedure outlined in section VI of this agreement.

IV. RELATIONSHIP TO EXISTING LAWS AND STATUTES.

This Agreement is in no way intended to modify or supersede existing laws and statutes and shall be construed in a manner which is consistent therewith. In meeting the commitments encompassed in this Agreement, all parties will comply with the requirements of the annexation statutes, Open Meetings Act, State Environmental Policy Act, Growth Management Act, the King County Countywide Planning Policies, the King County Comprehensive Plan, The Auburn Comprehensive Plan, and any other applicable laws and regulations.

V. RESPONSIBILITIES.

The responsibilities outlined in this Agreement relate to A) the identification of the City's PAA; B) the development of lands, provision of services, and construction and/or operation of capital facilities within the City's PAA; and C) timing and phasing of annexations within the City's PAA

A. PAA Boundary

1. The City and County acknowledge the City's PAA boundary, as described on Exhibit B, attached to this Agreement and incorporated herein.
2. The County has identified a preliminary list of the parks, roads and other facilities, as listed in Exhibit C, which are capital improvement priorities in the PAA. The City may also prepare a list of capital improvement priorities at a later date based on comprehensive planning for the area. A single, mutually agreed list of capital improvement priorities will be developed during service negotiations.
3. The City will annex territory only within its designated PAA. Should the City annex territory prior to execution of a PAA service agreement, the City and County should agree upon the responsibility for facilities identified in Exhibit C.
4. The PAA boundary described in Exhibit B (must be amended to reflect deletion of the APD) will be forwarded to the King County Council as an amendment to the King County Comprehensive Plan. This PAA boundary shall be included in the next available annual County Comprehensive Plan amendment process, and shall be subject to review pursuant to the SEPA and other public review processes governing amendment of the County's Comprehensive Plan. In the event King County should fail to formally adopt this PAA boundary in the County's Comprehensive Plan, this Agreement shall be null and void and should be renegotiated. After the City's PAA has been adopted as part of the King County Comprehensive Plan, amendments to the City's PAA will be made only in accordance with provisions outlined in the "Amendments" section of this Agreement.
5. The City and County acknowledge the impact area boundary described on Exhibit B, attached to this Agreement and incorporated herein. Within the designated PAA and impact area, King County will notify Auburn of all land use applications requiring a type 2, 3, or 4 land use decision as defined by King County Ordinance 12196. Notification of the application shall be provided

within 15 working days of receipt of the complete application and the City shall have at least twenty-one days to provide comments on the application. Copies of applications will be provided within seven days upon request by the City. Alternatively, City staff may go to DDES and copy files of interest to Auburn. All City comments shall be responded to specifically in any staff report prepared by DDES after the effective date of this agreement. If a deviation from Auburn standards is recommended, the staff report shall explain why the deviation is necessary. If no staff report is prepared, DDES shall respond in writing to all issues raised by Auburn.

B. Service Provision, Land Development, and Capital Facilities

Within one year of the effective date of this agreement, the parties will seek to establish by interlocal agreement provisions for future development of land, provision of municipal services, and construction and/or operation of capital facilities within the City's PAA. This interlocal agreement will be known as the "Potential Annexation Area Service Agreement." The service agreement will address:

1. Land Development
 - 1.1 Designation of appropriate land uses and applicable zoning, including designation and zoning for resource/agricultural uses within the Lower Green River Agricultural Production district
 - 1.2 Adoption of Auburn's development standards
 - 1.3 Protection of locally and regionally significant natural and cultural resources
 - 1.4 Mitigation for impacts of development
 - 1.5 Adoption of a transferable development rights program
 - 1.6 Designation of Urban Separators
 - 1.7 Provision of affordable housing, consistent with the Countywide Planning Policies and Auburn's Comprehensive Plan
2. Municipal Service Provision
 - 2.1 Establishment of municipal service types and levels, and of service providers
 - 2.2 Consideration of the City continuing local and regional resource and service planning strategies such as Surface Water Management Basin Plans.
3. Capital Facilities
 - 3.1 Identification of capital facilities to support urban land uses
 - 3.2 Adoption of a financing plan with cost-sharing arrangements for infrastructure investments and a reciprocal mitigation payment system agreement that will address equitable distribution of impact fees targeted for facilities needed to serve the PAA
 - 3.3 Future use of existing capital facilities now operated for specific purposes by the County
 - 3.4 Adoption of capital facility maintenance standards

- 3.5 Ownership of new and existing capital facilities
- 3.6 Identification of those capital improvements which will not be undertaken by the County within the City's PAA until the agreement regarding land development, service provision and capital facilities has been finalized between the City and County.
- 3.7 Transfer of local parks, recreation, and open space lands and facilities

C. Timing and Phasing of Annexations Within the City's PAA

The City will keep the County apprised of its plans regarding intended timing of specific annexations within its PAA, to facilitate the smooth transition of service and other jurisdictional responsibilities from County to City.

- 1. City and County staff will make themselves available annually, more often if required, for the purpose of discussing timing and phasing of annexations within the City's PAA.
- 2. Before finalizing a specific annexation, the City will provide sixty (60) days notice to the County
- 3. In annexing specific areas within the agreed-to PAA, the City will ensure that existing County facilities are not divided by annexation area boundaries.

VI. AMENDMENTS

A. Amendments to the Potential Annexation Area:

- 1. A party to this agreement which desires to modify the adopted PAA shall contact the other party to begin discussions regarding the proposed change. Each party agrees to participate in such discussions when called by the other party. Either party is authorized to call a meeting upon thirty (30) days written notice.
- 2. The proposed modifications shall be supported by written evidence of a significant change in at least one of the criteria outlined in Agreement Section III. The City and the County shall seek to concur that the change warrants an amendment to the adopted PAA boundary.
- 3. A public process, including all affected parties, shall be conducted regarding an amendment to a PAA.
- 4. The proposed amended PAA agreement shall be submitted to the respective legislative authorities for approval.

B. Amendments to the PAA agreement text:

This agreement is the complete expression of the terms thereto and any oral representation or understandings not incorporated herein are excluded. Any

modifications to the text of this agreement shall be in writing and signed by both parties.

VII. DURATION AND TERMINATION.

This Agreement shall take effect upon signature of both parties and shall remain in effect for a period of 20 years thereafter or until the PAA in its entirety is annexed into the city; provided that, this Agreement may be terminated either upon written agreement by both parties at any time or upon either party's providing six months written notice of termination to the other.

VIII. FINANCIAL RESPONSIBILITY

Each party shall bear financial responsibility for its own respective share of work performed pursuant to this Agreement.

IX . SEVERABILITY

In the event that any provision of this Agreement is declared invalid or illegal such declaration shall in no way affect or invalidate any other provision hereof, and such other provisions shall remain in full force and effect.

X. INDEMNIFICATION.

- A. 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 of or arising out of any negligent act or omission of the County, its officers, agents and employees, or any of them, in the performance of this Agreement. In the event that any such 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 reserves the right to participate in such suit if any principle of governmental or public laws involved. If final judgment be rendered against the City and its officers, agents and employees, or any of them, or jointly against the City and the County and their respective officers, agents and employees, or any of them, the County shall satisfy the same.
- B. In executing this Agreement, the County does not assume liability or responsibility for, or in any way release the City from any liability or responsibility which arises in whole or in part from, the existence or affect City ordinances, rules or regulations. If any cause, claim, suite, action or administrative proceedings is commenced in which the enforceability and/or validity of any such City ordinance, rule or regulation is at issue, the City shall defend the same at its sole expense and of judgment is entered or damages are awarded against the City, the County or both, the City shall satisfy the same, including all chargeable costs and attorney's fees.
- C. 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 of or arising out of any act or omission of the City, its officers, agents or employees or any of them, relating to or arising out of the performance of this Agreement. In the event that any suit based on such a claim, action, loss or damage is brought against the County, the City shall defend the same at its sole costs and expense; provided by the County retains the right to participate in and suit of any principle of government law is involved; and if final judgment be rendered against the County, and its officers, agents and employees, or any of them, or jointly against the County ,and the City and their respective officers, agents or employees, or any of them, the City shall satisfy the same.

- D. In executing this Agreement, the City does not assume liability or responsibility for or in any way release the County from any liability or responsibility which arises in whole or in part from the existence or affect County ordinances, rules or regulations. If any cause, claim, suit, action or administrative proceedings if commenced in which the enforceability and/or validity of any such County ordinance, rule or regulation is at issue, the County shall defend the same at its sole expense and if judgment is entered or damages are awarded against the County, the City or both, the County shall satisfy the same, including all chargeable costs and attorney's fees.

XI. ADMINISTRATION.

- A. The provisions of this agreement will be managed by a Project Team composed of the King County Executive or designee and the Mayor of the City of Auburn or designee with additional staff to be determined by each party.
- B. The Project Team will meet as necessary to ensure that the provisions of this Agreement are fulfilled and will develop procedures and records as required to accomplish the work of the Agreement.
- C. The Project Team will use consensus to reach agreement. In the event consensus cannot be reached, remaining issues will be forwarded to the respective governing bodies of the parties for resolution.

This Agreement shall be administered by;

KING COUNTY

CITY OF AUBURN

King County Executive

Mayor

Date _____

Date _____

Approved as to Form:

King County Prosecuting Attorney

Approved as to Form:

City Attorney

pr/paailab5

EXHIBIT A

Relevant Countywide Planning Policies:

LU-29. All jurisdictions shall develop growth phasing plans consistent with applicable capital facilities plans to maintain an Urban Area served with adequate public facilities and services to maintain an Urban Area to meet at least the six year intermediate household and employment target ranges consistent with LU-67 and LU-68. These growth phasing plans shall be based on locally adopted definitions, service levels, and financing commitments, consistent with State Growth Management Act requirements. The phasing plans for cities shall not extend beyond their potential annexation areas. Interlocal agreements shall be developed that specify the applicable minimum zoning, development standards, impact mitigation and future annexation for the potential annexation areas.

LU-31. In collaboration with adjacent counties and cities and King County, and in consultation with residential groups in affected areas, each city shall designate a potential annexation area. Each potential annexation area shall be specific to each city. Potential annexation areas shall not overlap. Within the potential annexation area the city shall adopt criteria for annexation, including conformance with Countywide Planning Policies, and a schedule for providing urban services and facilities within the potential annexation area. This process shall ensure that unincorporated urban islands of King County are not created between cities and strive to eliminate existing islands between cities.

LU-35. A jurisdiction may designate a potential impact area beyond its potential annexation area in collaboration with adjacent jurisdictions. As part of the designation process, the jurisdiction shall establish criteria for the review of development proposals under consideration by other jurisdictions in the impact area.

RF-4 Each city with a potential annexation area shall enter into an interlocal agreement with the County for defining service delivery responsibilities. A financing plan for investments in the annexation areas shall be included in the interlocal agreement for capital facilities and service delivery. Level-of-service standards and financial capacity should be considered for each area, together with density issues and phasing of developments.

RF-5 In order to transition governmental roles so that the cities become the provider of local urban services and the County becomes the regional government providing countywide and rural services, unincorporated Urban Growth Areas are encouraged to annex or incorporate within the 20-year timeframe of these Policies. To achieve this goal, all cities that have identified potential annexation areas shall enter into interlocal agreements with King County that includes a plan for development standards and financing of capital and operating expenditures during the period prior to annexation.

EXHIBIT B

PAA Boundary Map

EXHIBIT C

1. SE 312TH St.

Capital Improvement Program Number: 300202

1998 CIP Appropriated Amount: None

1998-2003 CIP Programmed Amount: \$1.19 million

Proposed MPS Cost Estimate: None

Location: SE 312th St., 112th Ave. SE to 132nd Ave. SE

Scope/status: Widen to three lanes with curb, gutter, sidewalks, and bike lanes. This is a new project in 1998. Design and right-of-way acquisition expenditures are projected for years 2002-2003. Construction is not funded in the 6 year CIP. Design is scheduled to begin in 2002.

2. SE 277th (West Leg)

Capital Improvement Program Number: 500298

1998 CIP Appropriated Amount: \$560,000 (County Portion)

1998-2003 CIP Programmed Amount: \$2,702,000* (Preliminary Estimate -
County Portion)

Proposed MPS Cost Estimate: \$2.8 million

Location: SE 277th St., SR-181 to Auburn Way North for entire inter-jurisdictional project. (The County portion is in the western third of the project within Unincorporated King County, excluding the SR-167 interchange under WSDOT jurisdiction and the north leg of the West Valley Highway intersection in the City of Kent's jurisdiction.)

Scope: (This is an inter-jurisdictional project with City of Auburn acting as the lead agency.) Coordinate the design and construction of S. 277th Street with other corridor improvements proposed by the City of Auburn and the City of Kent. The widening of the bridges and modifying the signals at SR-167 will require coordination with WSDOT.

Project Status: The project may be phased to forward only the portion of the project within the Auburn City limits, due to current lack of funding. Design of Auburn's portion, the eastern two thirds of project, would be funded with current Freight Mobility funding; construction is pending future funding. Should funding become available, the City may forward the county portion of the project to design and construction. Tentative Freight Mobility (Auburn) portion schedule is for a Spring 1998 start date for design, and late 1999-2000 start for construction.

3. 124th Ave. SE @ SE 312th St.

Capital Improvement Program Number: 501197

1998 CIP Appropriated Amount: \$244,000

1998-2003 CIP Programmed Amount: \$1,066,000**

Proposed MPS Cost Estimate: None

Location: Intersection

Scope/status: Project is in the preliminary design phase. Add left-turn channelization to 124th Ave. SE at the intersection of SE 312th St. and revise the signal at this intersection. Provide a right turn lane for northbound 124th Ave. SE. Construct curb, gutter, 5-foot bike lanes and sidewalk.

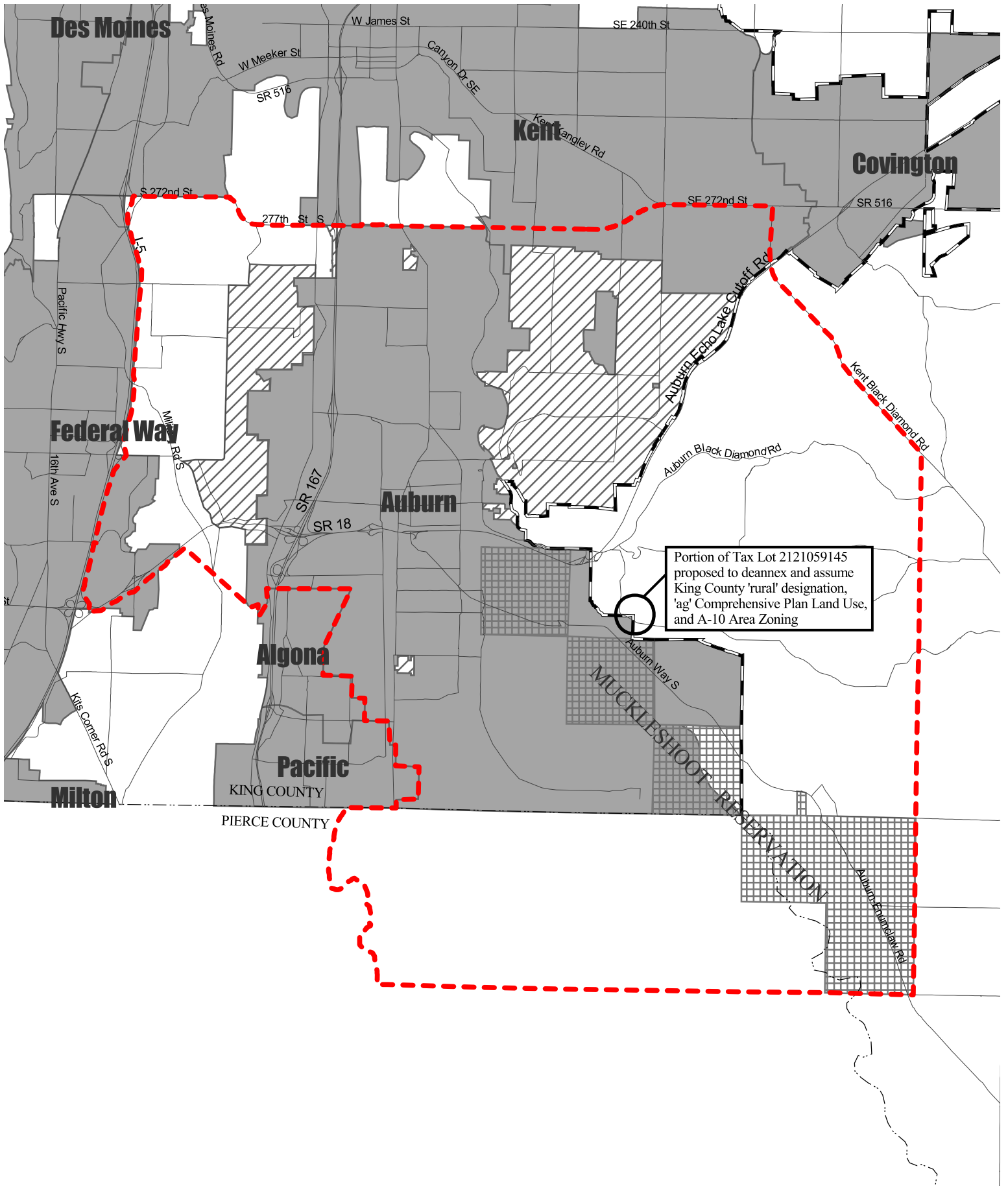
**This includes \$88,000 programmed for 1997, which will be expended in years 1998-2003.

* Prior years expenditures amounted to \$75,000.

The following projects were established as part of the Freight Mobility Partnership - RDCW23 project, per the Interlocal Agreement between King County, Port of Seattle, and City Of Auburn for the Green River Valley Grade Separation Design Projects.

King County commitments are listed below:

1. South 277th Street (Project No. C79001)- located in Auburn, \$1,000,000 from King County.
2. Third Street SW/C Street (Project No. C79001) - located in Auburn, \$250,000 from King County.



King County
 Department of Development and Environmental Services
 Geographic Information System

This map is intended for planning purposes only and is not guaranteed to show accurate measurements.

July 6, 1998 s:\gis\debbie\graphics\appndxb-AU.ps

Appendix B: Auburn

- City
- Auburn PAA
- Impact Area
- Urban Growth Boundary
- Muckleshoot Reservation