A. Call to Order
   • Pledge of Allegiance

B. Presentations
   1. Annexation & Community Development Code – Presented by City Manager Jeff Niten (Tab 1)
   2. Cooperative Lobbying Agreement – Presented by Support Services Director Frank Pinter (Tab 2)
   3. Public Safety Tax – Presented by Support Services Director Frank Pinter

L. Adjourn
CITY OF SHELTON
COUNCIL BRIEFING REQUEST
(Agenda Item B1)

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<tr>
<th>Touch Date: 5/7/2019</th>
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<tr>
<td>Public Meeting: 6/11/2019</td>
<td>Presented By: Jeff Niten</td>
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<td>Action Date: None</td>
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**APPROVED FOR COUNCIL PACKET:**

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<td>☐ Dept. Head</td>
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**PROGRAM/PROJECT TITLE:**
Collaborative Planning and Annexation Discussion

**Action Requested:**
☐ Ordinance  ☐ Resolution  ☐ Motion  ☑ Other

**ATTACHMENTS:**
- Maple Valley/King County ILA
- Auburn/King County ILA
- Olympia/Thurston County ILA
- Spokane County Implementation Report

**DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION**

Staff has provided information to facilitate a discussion between the Shelton City Council and the Mason County Board of Commissioners about the desirability of an interlocal agreement among jurisdictions with land use authority within the City of Shelton Urban Growth Areas adjacent to current Shelton corporate limits. While the examples provided are not exhaustive of annexation interlocal agreements in Washington State, they do provide several ideas and methods of cooperative relationships among differing jurisdictions.

The benefits to a cooperative agreement are outlined in a report prepared by Spokane County which analyzes the implementation of agreements the County adopted with several cities within the County. The main beneficial theme that emerges from this report is predictability. Predictability for residents and property owners, predictability for City and County staff members responsible for land use planning and budget preparation, and predictability for the jurisdictions’ citizens as a whole.

The principles of collaborative planning are outlined on page 3 of the attached report.

Collaborative planning for areas within the Shelton Urban Growth Area provide benefits beyond predictability as discussed above. Shelton will be able to annex areas that share similar infrastructure to what already exists within the Shelton corporate limits, and Mason County will benefit by the certainty annexation and common development standards within the UGA will provide including service obligations to residents which will no longer be necessary once an area of the UGA is annexed to Shelton allowing the county to articulate the financial outlook for the organization. This certainty will also allow the county to explore, in depth, potential revenue solutions before they become necessary to implement.

Topics for potential a potential interlocal agreement include:

- Zoning and Development Standards; and
- Coordinated SEPA review and mitigation plans; and
• Levels of Service standards for transportation, water, and sanitary sewer service; and
• Coordinated Capital Facilities Plans (CFP’s), and
• Annexation procedures, revenue sharing, and infrastructure cost reimbursement.

BUDGET/FISCAL INFORMATION
None at this time.

PUBLIC INFORMATION REQUIREMENTS
Quorum of public officials notice.

STAFF RECOMMENDATION
Discuss desirability of an interlocal agreement consisting of pre-annexation certainty and a common development code within Urban Growth Areas.
INTERLOCAL AGREEMENT
BETWEEN KING COUNTY AND THE CITY OF MAPLE VALLEY
ADOPTING THE JOINT PLAN FOR SUMMIT PLACE

This Interlocal Agreement ("Agreement") is entered into, by King County, hereinafter referred to as "County" and the City of Maple Valley, hereinafter referred to as "City." The City and County are jointly referred to herein as the "Parties."

Recitals

Whereas, the Parties desire to establish binding planning policies as reflected within the Summit Place Joint Plan to direct future land use and zoning of the Summit Place Property, consistent with the three-party Memorandum of Agreement (MOA) entered into on October 2, 2008; and

Whereas, the Parties recognize that residential and commercial development occurring on the Summit Place Property may have major transportation and other impacts within the City of Maple Valley pertaining to infrastructure capacity, as well as to the provision of City services and public amenities; and

Whereas, the Maple Valley Planning Commission held a public hearing on the Joint Plan on February 18, 2009; and

Whereas, the Maple Valley Planning Commission recommended adoption of the Joint Plan to the Maple Valley City Council on April 1, 2009; and

Whereas, the City's SEPA Official has reviewed the Joint Plan as required under chapter 43.21C RCW and has issued a determination of non-significance dated June 9, 2009; and

Whereas, on February 5, 2009, the City forwarded the attached Joint Plan to CTED for review and provided an opportunity for CTED to comment on the Joint Plan; and

Whereas, CTED has not offered any comments on the Joint Plan; and

Whereas, the Parties, by jointly executing this Interlocal Agreement, have satisfied the joint planning related objectives of Section 5 of the MOA, specifically to negotiate and adopt a joint planning Interlocal agreement that will cover the general goals, principles, and policies to be considered when adopting future land use designations and zoning for the Summit Place Property; and

Whereas, this Agreement is not intended to release the signatories to the MOA from any of the goals, covenants or obligations contained therein, with the exception of those contained in Section 5 of the MOA; and

Whereas, the Parties have previously stated in Sections 1.b. and 8 of the MOA that annexation is a goal of the MOA; and

ORIGINAL
Whereas, on February 23, 2010, all parties to the MOA executed the First Amendment to Memorandum of Agreement Regarding Joint Planning, Interim Zoning, Pre-annexation Zoning, and Future Annexation of the Summit Pt Property ("Amendment") to establish new waivers relating to submission of development applications; and

Whereas, the Parties to this Agreement desire that their respective Councils take action on annexation by December 31, 2010; and

Whereas, the Parties acknowledge that the County will continue the road maintenance facility, uses, and operations at the Summit Place Property as they currently exist on the Property until all of the operations and uses can be relocated. As part of future annexation negotiations, the Parties will effectively address the County's permit and operational needs to ensure the County can continue its current operations and uses on the Property prior to relocation; and

Whereas, there is no intent on the part of the County to continue the long-term operation of a gravel mine on the Property separate and apart from the roads maintenance facility after that facility moves to another property; and

Whereas, the Parties requested that each disclose in advance of Joint Plan adoption any prerequisites to annexation. The County identified two conditions or prerequisites to annexation of which it is currently aware, both of which are actions that are within the City's control: 1) the City must adopt a pre-annexation zoning ordinance that is consistent with the Joint Plan; and 2) either that ordinance or the City's nonconforming use provisions must allow the road maintenance facility, uses, and operations at the Summit Place Property to continue as they currently exist on the Property until all of the operations and uses can be relocated; and

Whereas, the City did not identify any prerequisites to annexation, but did acknowledge four issues left unresolved by the Maple Valley Planning Commission when it made its recommendation to the Maple Valley City Council to adopt the Joint Plan; and

Whereas, the City has negotiated with the County in order to resolve the issues identified by the Planning Commission and in doing so has proposed to reach mutual resolution of those issues by seeking agreement from the County as to two conditions or prerequisites to its entry into this joint planning interlocal Agreement: 1) that the Developer does not have veto authority with respect to annexation; and 2) a development agreement is not made a prerequisite of annexation; and

Whereas, the Parties have identified the prerequisites to annexation of which they are currently aware; however, the Parties acknowledge that anticipated deadlines established herein may need to be delayed as a result of annexation negotiations; and

Whereas, Section 6 below conditionally allows the date of annexation to be deferred until December 1, 2012, while keeping the Joint Plan in effect. If the City has adopted a Compliant Pre-annexation Zoning Ordinance and annexation has not occurred by December 1, 2012, Section 6 authorizes the City to unilaterally terminate this Agreement and void the Joint Plan. The City's ability to unilaterally terminate

Interlocal Agreement between King County and the City of Maple Valley Adopting the Joint Plan for Summit Place (04.14.10) Page 2 of 10
this Agreement is premised upon the Purpose statement for the City expressed in the MOA — that permitting of development on the Property should occur under the jurisdiction of the City. Toward that end, if annexation does not occur according to the timelines set forth in Section 6, that Section authorizes the City to terminate this Agreement, and the Joint Plan prior to the expiration of the County’s Waiver — whether that Waiver expires on February 20, 2012 or, through a future extension, on February 20, 2013.

Now, therefore, the Parties mutually agree to the terms of this Agreement as set forth herein:

Terms

1. **Legal basis.** This Agreement is entered into pursuant to chapter 39.34 RCW; and the zoning and development standards that may result from this Agreement would be consistent with Ch. 36.70A RCW (Growth Management Act) and the King County County-wide Planning Policies.

2. **Intent.** It is the intent of the Parties:

   a. To provide a coordinated foundation for the City’s forthcoming comprehensive planning, including the adoption of zoning and development standards for the Summit Place Property;

   b. To have the Joint Plan guide the Parties’ planning decisions with respect to the Summit Place Property;

   c. To require that each Party’s Comprehensive Plans and development regulations be consistent with the Joint Plan at least six months prior to the expiration of the County’s Waiver period set forth in the First Amendment to Memorandum of Agreement Regarding Joint Planning, Interim Zoning, Pre-annexation Zoning, and Future Annexation of the Summit Pit Property, which is found under the heading “Waiver of Right to Submit Development Applications.”;

   d. To amend the goal set forth in the MOA by establishing a new goal that all legislative action necessary to approve an interlocal annexation agreement effectuating annexation of Summit Place to the City of Maple Valley occur no later than December 31, 2010;

   e. To reconfirm the City’s agreement that it shall adopt a Pre-annexation Zoning Ordinance that is consistent with the Joint Plan, subject to the City’s ability to rescind the pre-annexation zoning ordinance and terminate this Agreement as set forth in Section 6 of this Agreement;

   f. In the context of the development regulations that implement the Joint Plan, for the City to have discretion in the creation of Pre-annexation Zoning for the Property and for that Pre-annexation Zoning to allow the developer some flexibility, consistent with the Joint Plan, in how the Property is developed.

   g. To memorialize the City’s agreement that its codes, policies and regulations shall allow the road maintenance facility uses and operations at the Summit Place Property to continue as they currently exist on the Property until all of the operations and uses can be relocated. As part of future
annexation negotiations, the Parties will effectively address the County’s permit and operational needs to ensure the County can continue its current operations and uses on the Property prior to relocation; and

h. To define certain terms as follows for the purposes of this Agreement:


“Compliant Pre-annexation Zoning Ordinance” means a pre-annexation zoning ordinance for the Property: 1) that is adopted by the City after the City does not receive a timely Notice of Objection in response to its Notice of Proposed Pre-annexation Zoning Action; or, 2) that includes all proposed amendments contained in a timely Notice of Objection from the County.

“Inconsistent,” in the context of zoning and development regulations that implement the Joint Plan (including but not limited to the City’s pre-annexation zoning ordinance), means that a zoning ordinance or development regulation effectively precludes realization of the goals and policies of the Joint Plan.

“Notice of Proposed Pre-annexation Zoning Action” means a written notice provided by the City to the County that contains the date of a proposed pre-annexation zoning action and a copy of the proposed pre-annexation zoning ordinance.

“Notice of Objection” means a written notice provided by the County to the City in response to a Notice of Proposed Pre-annexation Zoning Action that states that the proposed ordinance is inconsistent with the Joint Plan. A Notice of Objection shall include the following three parts: 1) an identification of which parts or aspects of the proposed ordinance the County believes to be inconsistent; 2) a justification of the objection that cites to specific language within the Joint Plan and the pre-annexation zoning ordinance that demonstrates how the two are inconsistent; and 3) a proposed amendment to the ordinance to resolve the alleged inconsistency with the Joint Plan.

“Pre-annexation Zoning Action”, “Pre-annexation zoning” and “Pre-annexation zoning ordinance” mean City ordinances adopting development regulations for the Property prior to annexation.

“Property” “Summit Place” and/or “Summit Place Property” means the real property legally described in Attachment 2 and depicted in Attachment 3, all of which are incorporated herein by this reference as if set forth in full.

“Waiver” means the County’s waiver of its rights, in its capacity as owner of the Property, to submit and vest applications for development of the Property, as set forth in the Amendment.

3. Joint Plan Adopted. The Parties hereby adopt the Summit Place Joint Plan (hereinafter the “Joint Plan”), which is attached hereto as Attachment 1 and is incorporated herein by this reference as if set forth in full. The Joint Plan shall apply to the Summit Place Property.
4. **Pre-annexation Zoning.** The City shall proceed to adopt pre-annexation zoning for the Summit Place Property pursuant to RCW 35A.14.330, after adoption by both Parties of this Agreement. The City shall provide the County with a Notice of Proposed Pre-annexation Zoning Action at least fifteen (15) calendar days prior to the contemplated date of pre-annexation zoning adoption by the City Council. The County shall have the right to object to the Notice of Proposed Pre-annexation Zoning Action only on the grounds that the proposed ordinance is inconsistent with the Joint Plan. Except for those grounds for objection, the County shall have no other basis for objecting to the City’s proposed ordinance pursuant to this Section 4 of the Agreement. If the County believes that a Notice of Objection is warranted, then the County shall send one at the earliest possible opportunity, but in no event later than three (3) business days prior to the contemplated date of adoption. Upon receipt of a Notice of Objection, the City shall determine whether to amend the ordinance as proposed by the County, amend the ordinance in some other way or take some other action. If the City decides to proceed with the adoption of the proposed ordinance without amending it to address the inconsistency raised by the County in a timely Notice of Objection, then the adopted ordinance shall not be a Compliant Pre-annexation Zoning Ordinance. If the City amends the proposed ordinance in conformity with the County’s Notice of Objection, the City will be under no obligation to send a subsequent Notice of Proposed Pre-annexation Zoning Action. If, the City otherwise amends the proposed ordinance, the City shall send a subsequent Notice of Proposed Pre-annexation Zoning Action that attaches the amended version and delay action on the ordinance for at least five (5) business days from the date the Notice of Proposed Pre-annexation Zoning Action is sent. Each subsequent Notice of Proposed Pre-annexation Zoning Action shall trigger an additional obligation on the City’s part to delay action on the proposed ordinance for at least five (5) business days, and, on the County’s part, to provide a Notice of Objection at least three (3) business days prior to the contemplated date of adoption if the County believes that a Notice of Objection is warranted. If the City does not receive a timely Notice of Objection in response to its Notice of Proposed Pre-annexation Zoning Action, or, if the City adopts the County’s proposed amendment, then the adopted ordinance shall be deemed a Compliant Pre-annexation Zoning Ordinance.

5. **Future Annexation Negotiations.** The Parties have commenced negotiations toward an interlocal agreement between the City and County to annex the Property and the Parties shall continue those negotiations in good faith in an effort to achieve the goal established in Section 2.d., herein. The process for accomplishing annexation shall be the interlocal agreement method codified at RCW 35A.14.460. The substantive details of annexation will be contained in a subsequent interlocal agreement. While the Developer may observe and comment upon the annexation negotiations, the Parties expressly covenant that the Developer will not be a party to the agreement and shall not have the ability to place conditions upon or otherwise interfere with the Parties’ negotiations to have the Property annex to the City. The Parties acknowledge that the Developer’s consent to annex shall not be required to adopt a subsequent interlocal agreement to annex the Property.

6. **Rescinding or Amending Pre-annexation Zoning Ordinance and Termination of this Agreement.** If the City has adopted a Compliant Pre-annexation Zoning Ordinance and the Property has not annexed to the City by December 1, 2011, the County shall have until December 31, 2011 to extend its Waiver until
February 20, 2013. If the County takes action to extend its Waiver until February 20, 2013, then this Agreement and the Joint Plan shall remain in full force and effect at least until December 1, 2012. In the event the County does not take timely action to extend its Waiver, then this Agreement and the Joint Plan attached hereto shall be terminable and voidable by the City, at any time after December 31, 2011, upon formal action of the City. The County agrees that the Waiver shall apply to any new prospective purchaser of the property, and this Waiver shall be incorporated as a material term of any Purchase and Sale or similar agreement negotiated between the County and any new prospective purchaser. If the County does take action to extend its Waiver, but the Property still has not annexed to the City by December 1, 2012, then this Agreement and the Joint Plan attached hereto shall be terminable and voidable by the City, at any time thereafter, upon formal action of the City.

Should the City take formal action to terminate this Agreement and the Joint Plan per the terms of this Section, any such action will have the effect of immediately terminating any remaining Waiver period. Nothing in this section 6 shall be construed to alter the waiver pertaining to Summit Place 156 LLC, or any of its successors-in-interest, as set forth in the Amendment.

7. Other Regulations. Unless terminated as provided for in Section 6 herein, during the term of this Agreement, all land use designations, zoning, and/or development regulations subsequently adopted by either party that specifically affect the Property shall be consistent with the Joint Plan.

8. Rights Reserved. Nothing in this Agreement is intended to waive or limit the rights of the Parties to require mitigation for any impact as allowed by federal, state or local laws or ordinances including but not limited to environmental impacts governed by chapter 43.21C RCW or mitigation fees governed by RCW 82.02.050 et seq.

9. Change in Standards or Ordinances. Except for a Notice of Proposed Pre-annexation Zoning Action, any proposed change in each Party’s respective development regulations, zoning, comprehensive plans, or official controls that specifically affect the Property shall be forwarded to the other party at least 21 days prior to the proposed legislative action until the road maintenance facility uses and operations have been relocated from the Summit Place Property.

10. Mediation of Disputes. Any disputes arising from this Agreement may be set for mediation by either party upon ten (10) days written notice of a request to either party for mediation. Prior to mediation, the Parties, represented by committees of their elected officials and appointed staff, shall first meet informally in an attempt to reach resolution. Unless the Parties agree otherwise, mediation shall occur before a mediator or mediation panel appointed by the Department of Community Trade and Economic Development. The decision of the mediator or mediation panel shall not be binding on either Party; provided, however, the Parties agree to consider the decision of the mediator or mediation panel in good faith.

11. Indemnification and Liability.

a. In the event of liability for damages of any nature whatsoever arising out of the performance of this Agreement by the County and the City, including claims by the County's or City's own officers,
officials, employees, agents, volunteers, or third parties, caused by or resulting from the concurrent negligence of the County and the City, each party’s liability hereunder shall only be to the extent of that Party’s negligence.

b. No liability shall be attached to the County or the City by reason of entering into this Agreement except as expressly provided herein.

c. The City shall defend, indemnify, and hold harmless the County, its officers, officials, employees, and agents, from any and all claims, demands, suits, penalties, losses, damages, judgments, or costs of any kind whatsoever (hereinafter “claims”), arising out of or in any way resulting from the City’s acts or omissions, or the City’s performance or failure to perform.

d. The County shall defend, indemnify, and hold harmless the City, its officers, officials, employees, and agents, from any and all claims, demands, suits, penalties, losses, damages, judgments, or costs of any kind whatsoever (hereinafter “claims”), arising out of or in any way resulting from the County’s acts or omissions, or the County’s performance or failure to perform.

12. Severability. If any provision of this Agreement or its application to any person or circumstance is held invalid, the remainder of the provisions and/or the application of the provisions to other persons or circumstances shall not be affected. In such case the Parties agree to meet and amend this Agreement as may be mutually deemed necessary.

13. Entire Agreement; Amendment. This Agreement follows the MOA and precedes the interlocal agreement that is expected to ultimately effectuate annexation. To the extent that there is any conflict between this Agreement and the MOA, this Agreement shall be controlling on the Parties. This Agreement may be amended in writing by mutual agreement of the Parties.

14. Designated Representative. The Parties agree that the City’s Manager or his/her designee shall be the designated representative of the City for coordination of this Agreement and for receipt of any communications related to this Agreement and the County Executive or his/her designee shall be the designated representative of the County.

15. Effective Date and Duration. This Agreement shall become effective following the approval of the Agreement by the official governing bodies of each of the Parties hereto and the signing of the Agreement by the duly authorized representative of each of the Parties hereto, and shall remain in effect unless terminated.

16. Termination. Except as provided in Paragraph 6 above, either Party may terminate its obligations under this Agreement upon one year advance written notice to the other Party, Provided that termination shall not occur prior to July 1, 2024. To the extent that this paragraph conflicts with Paragraph 6, above, Paragraph 6 shall control.

Interlocal Agreement between King County
and the City of Maple Valley Adopting
the Joint Plan for Summit Place (04.14.10)
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17. **Headings.** The paragraph headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purpose to, and shall not be deemed to define, limit or extend the scope or intent of the paragraphs to which they pertain.

18. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

19. **Property and Equipment.** The ownership of all property and equipment utilized by any Party to meet its obligations under the terms of this Agreement shall remain with such Party.

20. **Venue Stipulation.** This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by each Party that this Agreement shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity or judicial proceedings for the enforcement of this Agreement, or any provisions hereeto, shall be instituted only in courts of competent jurisdiction within King County, Washington.

21. **Notices.** All notices or other communications given hereunder shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery, which includes email; or (ii) the third day following the day on which the same have been mailed by certified mail delivery, receipt requested and postage prepaid addressed to the Parties at the addresses set forth below, or at such other address as the Parties shall from time-to-time designate by notice in writing to the other Parties.

**COUNTY:**

Dow Constantine  
King County Executive  
401 5th Avenue, Suite 800  
Seattle, WA 98104  
Dow.Constantine@kingcounty.gov

**AND TO:**

Lauren Smith  
Land Use and Unincorporated Area Relations Manager  
King County Executive Office  
401 Fifth Avenue, Suite 800  
Seattle, WA 98104  
Email: Lauren.Smith@kingcounty.gov

**CITY:**

David Johnston, City Manager  
P.O. Box 320  
Interlocal Agreement between King County and the City of Maple Valley Adopting the Joint Plan for Summit Place (04.14.10)  
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Maple Valley, WA 98030
David.Johnson@maplevalleywa.gov

AND TO:

Christy A. Todd, City Attorney
P.O. Box 320
Maple Valley, WA 98030
Christy.Todd@maplevalleywa.gov

22. **RCW 39.34 Required Clauses.**

   a. Purpose. See Paragraph 2 above
   
   b. Duration. See Paragraphs 14 and 15 above.
   
   c. Organization of separate entity and its powers. No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
   
   d. Responsibilities of the Parties. See provisions above.
   
   e. Agreement to be filed and recorded. The City shall file this Agreement with its City Clerk. The County shall place this Agreement on its website. The Agreement shall also be recorded.
   
   f. Financing. Each Party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
   
   g. Termination. See Paragraph 15 above.

23. **Events of Default.** It shall be an "Event of Default" under this Agreement if either of the Parties fails duly to perform, observe or comply with the covenants, agreements, or conditions on its part contained in this Agreement, and such default shall continue for a period of sixty (60) days after written notice of such failure, requesting the same to be remedied, shall have been given to the party in default by the non-defaulting party, provided however that such failure shall not be an Event of Default if it is knowingly and intentionally waived by the non-defaulting party.

24. **Remedies.** Upon the occurrence and continuance of any Event of Default, the non-defaulting party’s remedies shall be limited to specific performance, declaratory judgment, or other remedy available at law or equity, with the exception of a cause of action for damages. The prevailing party shall be entitled to recover attorney’s fees and costs.

25. **Attachments.**

   1. Summit Place Joint Plan
   
   2. Legal Description of Summit Place Property
3. Map Depicting location of Summit Place Property

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date and year as set forth below.

CITY OF MAPLE VALLEY       KING COUNTY

By:   David W. Johnston
Title: City Manager
Date: 8/21/2010

By:   Dow Constantine
Title: County Executive
Date: 6/30/10

Attest:

City Clerk

Approved as to form:

Christy A. Todd, City Attorney

Approved as to form:

[Signature]

Interlocal Agreement between King County and the City of Maple Valley Adopting the Joint Plan for Summit Place (04.14.10) Page 10 of 10
Attachment 1
to Interlocal Agreement between King County and 
the City of Maple Valley Adopting the Joint Plan for 
Summit Place

SUMMIT PLACE
JOINT PLAN

KING COUNTY – MAPLE VALLEY – 
SUMMIT PLACE 156 LLC

2009

Planning Commission recommendation - 
4/1/09

June 1, 2009
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   • MOA, Purpose and Goal of Joint Planning
   • Background and Description of the sites existing conditions
   • Location map
2. General Joint Plan Goals
3. Land Use
   • Overall types of uses
   • Residential uses, types and densities
   • Commercial uses, design and amount
   • Open space, parks and recreation
   • Roads, utilities and facilities
4. Process and next steps
5. Potential land use and future zoning designations and considerations
6. Appendices
   • Appendix “A” Aerial Map of Summit Place site
   • Appendix “B” Working Group Examples of Attainable Amenities Incentives
   • Appendix “C” Memorandum of Agreement
INTRODUCTION

On October 1, 2008, King County, the City of Maple Valley and the Summit Place 156 LLC entered into a Memorandum of Agreement (MOA) regarding the joint planning, interim zoning, pre-annexation zoning and future annexation of the Summit Place (aka Summit Pit / Donut Hole) property (the “Joint Plan”).

The MOA provided a means for King County to proceed with reclassification of the property from Rural to Urban and adopt designations under its Comprehensive Plan and Zoning. The MOA expressed the goal and agreement to negotiate a joint planning agreement that will cover the “general goals, principles and policies to be considered when adopting future land use designations and zoning for the property”.

To ensure that the joint planning is afforded an opportunity, the County and Summit Place 156 LLC agreed to temporarily waive their rights to submit and vest an application for development until twelve months after the effective date of the Purchase and Sale Agreement, the effective date being February 20, 2009. The parties’ goal is to effect annexation to the City by November 1, 2009 through an interlocal agreement and that the parties’ negotiate in good faith in achieving annexation before the Developer submits application for development of the property. In order to effectuate annexation, the parties understand that any future pre-annexation zoning for the property must be consistent with the joint planning agreement adopted by the parties.

BACKGROUND

From 1995 to 2008 the property was designated rural under the Growth Management Act (GMA) in the King County Comprehensive Plan. The King County Comprehensive Plan Map designated this property as Rural Residential and the Zoning Map identified this property as being zoned RA-5(Rural Area with one home per five acres). In 2008, King County designated the property as Urban with a Comprehensive Plan designation of Urban Planned Development (UPD) and zoning is Urban Reserve – Special District Overlay (UR-SO). When the City of Maple Valley incorporated in 1997, the incorporated boundaries excluded this then rural designated site. The property remains under King County jurisdiction.

King County and Summit Place 156 LLC have entered into a purchase and sale agreement for sale of the property for the purpose of developing the property.

Several documents assist in analyzing the property and the potential land use and development possibilities and contain information guiding the joint planning process. These include:

1. King County Countywide Planning Policies
2. King County Comprehensive Plan
3. Maple Valley Comprehensive Plan
4. King County Summit Pit Area Zoning Study prepared by King County in consideration of the 2008 Comprehensive Plan amendments
5. Donut Hole Feasibility Study prepared by RW Thorpe & Associates under contract from the City of Maple Valley in consideration of the 2008 King County Comprehensive plan amendments

Existing Conditions / Site Characteristics

The property is a 156.5 acre site, roughly square in shape with roadways bordering the north, west and south sides. The entrance to the site is off 228th Avenue SE near SE 272nd Street. The site contains some steep slopes (> 40%) in the southwest areas and Category III wetland located in the northeast area, and has been designated a critical aquifer recharge area (CARA). A Bonneville Power Transmission Line easement crosses the property from the northeast to the southwest.

The Summit Place property is surrounded on all four sides by the City of Maple Valley. To the west of the Summit Place property across 228th Avenue SE are Divisions 1 through 6 of the Elk Run residential subdivision. Located within these subdivisions are nine holes of the Elk Run Golf Course, the Pro Shop and Club House, and approximately 230 single family residences. To the south across SE 280th Street are the residential subdivisions of Diamond Hills and Rosewood Parke. These are comprised of approximately 277 single family residences. To the east is Glacier Park Elementary School which is part of the Tahoma School District, several residential subdivisions, and a 20-acre undeveloped piece of property owned by the City of Maple Valley. The City of Maple Valley’s 2004-2005 Comprehensive Plan Map identifies this property as ‘Public’ for future use as ballfields. To the north of the Summit Place property are SE 272nd Street (SR516) and the neighborhood of Meadows at Rock Creek comprised of about 240 residences and other single family lots.

The King County DOT Road Services Division uses the site as a regional maintenance facility. Current uses at the property include materials processing, Vector Waste Receiving, sand and gravel extraction, Coordinate Reduction of Waste (CROW), Street Waste Alternative Program (SWAP), a fueling station, 24 hour emergency and storm response, and road maintenance material storage. Nine holes of the Elk Run Golf Course are also on the site.
Attachment 1

to Interlocal Agreement between King County and the City of Maple Valley Adopting the Joint Plan for Summit Place

MAP

City of Maple Valley
Featuring Summit Place

05/11/09
SUMMIT PLACE JOINT PLAN GOALS

1. Summit Place, at 156.5 acres, presents a unique opportunity to create a new vibrant community for the South King County region. This new community should embrace and enhance the quality of life in Maple Valley by:
   - Providing for a range of housing types and accommodating a range of incomes for all ages;
   - Creating a healthy community that prioritizes walking and biking opportunities for residents of all ages and abilities;
   - Protecting the natural environment; and
   - Creating opportunities for retail businesses scaled to serve the everyday needs of the residents and local community.

2. The development at Summit Place should combine a range of different land uses, environmental stewardship, and a pedestrian and transit friendly design consistent with multiple use activity centers as characterized in the City of Maple Valley’s Comprehensive Plan.

3. The Summit Place development should be phased with predictable triggers to move from one phase to another so as not to burden the transportation system and other infrastructure until improvements can be made to accommodate the growth.

4. The Summit Place development should incorporate a range of residential density components to maximize the open space potential and to result in efficient use of the land.

5. The Summit Place development should ensure provisions of affordable and workforce housing opportunities to low, moderate, and middle-income households.

6. The Summit Place development should integrate the principles of pedestrian orientation throughout the site and incorporate a trail system that connects with adjacent activities and existing and planned trail corridors.

7. The Summit Place development should provide for a variety of recreational opportunities including sports fields, playgrounds, open fields, and trails.

8. The Summit Place development should provide housing designed to allow residents to age in place.

9. The Joint Plan should fulfill the objective of joint planning under the terms of the MOA and serve as a foundation for future Comprehensive plan and zoning designations that facilitate annexation to the City of Maple Valley.

10. Summit Place should complement the character of surrounding residential neighborhoods through the use of land use transitioning methods, architectural treatments and / or landscape buffers.
LAND USE

Overall

At 156.5 acres, Summit Place has the opportunity to provide for a variety of compatible land uses that can complement the City of Maple Valley and surrounding communities and neighborhoods. The site shall be predominantly characterized by residential uses with complementing commercial uses, parks and open spaces. Summit Place shall plan for a range of urban residential densities and housing types, commercial development that provides services and employment for local residents, open space, parks and recreation providing for an active and healthy community. Summit Place shall also plan for onsite and offsite infrastructure adequate to serve future development and public facilities, as appropriate.

Residential Uses, Types & Densities

A range of residential densities has been considered and evaluated for the site. At the low end of the range an overall density of R-6 (six units per acre) that would allow approximately 939 residential units that would be characterized by detached and attached single-family units. At the high end of the range, an overall density of R-12 (twelve units per acre) would allow 1,878 units that would be characterized by a combination of detached single-family, attached single-family and multi-family units.

The amount of residential development that provides the greatest potential for achieving the common goals for the site is within a range of 1060 units to a maximum of 1690 units. The base of 1060 units would be consistent with the minimum density allowed under King County’s R-8 zone, and consistent with King County’s comprehensive plan requirement that newly developed urban areas develop at a density no less than R-8. The maximum of 1690 can be achieved only through the provision of amenities. This range of permitted housing units will accommodate a variety of housing types on-site including single-family, low to high density multi-family, cottage housing, and mixed use (residential over commercial).

Both King County and Maple Valley have affordable housing goals consistent with the King County Countywide Planning Policies. Affordable housing goals are generally intended to accommodate and remove barriers to allow for housing that is affordable to range of household incomes based upon the County median household income.

SP-1 Summit Place shall include a variety of housing types and residential densities planned to create a healthy, walkable community.

SP-2 Development regulations for Summit Place shall allow a total base dwelling unit yield of 1060 dwelling units. In exchange for the provision of certain amenities (see SP-4 and SP-5), development regulations shall allow a bonus dwelling unit yield of up to 630 additional units above the base dwelling unit yield for a combined maximum yield of 1690
dwellling units. Under no circumstances shall more than 1690 dwelling units be allowed at Summit Place.

SP-3 Development regulations for Summit Place shall not discourage or frustrate the County’s requirement that the development make 30% of the non-TDR dwelling units affordable to households earning between 50% and 120% of the King County median income. Mere compliance with an affordable housing requirement shall not entitle the developer to an additional dwelling unit yield above the base yield of 1060. As development occurs, the developer shall provide progress reports on housing affordability to Maple Valley and King County.

A regulatory and policy framework shall be developed that allows for up to 630 bonus dwelling units above the base yield of 1060 through the provision of desired features and amenities that would not otherwise be required by development regulations. An amenities menu shall be implemented that assigns a specific number of bonus dwelling units for the provision of certain desired amenities. The amenities menu shall contain at least the amenities shown on Appendix B. The amenities menu and the bonus values associated with each item shall be prepared and adopted by the City of Maple Valley after further study and community outreach. It is anticipated that the amenities menu would be adopted in conjunction with the City’s pre-annexation zoning. Because the bonus values will reflect the needs, desires and priorities of the Maple Valley community, certain amenities may be given a lower or higher value relative to the actual cost of providing that amenity. It is not anticipated or required that each amenity value shall correspond to its relative monetary value. Provided that the overall menu shall provide a financially feasible and reasonably attainable means of achieving all of the 630 bonus dwelling units, and further provided that no single item on the menu shall have a value greater than 430 bonus dwelling units. The amenities menu shall not include the payment of impact fees because those payments are required in any case and do not represent an additional contribution by the developer.

SP-4 Development regulations shall include a menu of amenities, which are reasonably attainable and financially feasible. By providing amenities on the menu, the developer may increase the total amount of allowed dwelling units from 1060 up to a maximum of 1,690. The menu of amenity incentives shall assign a specific bonus dwelling unit yield for each amenity to be provided by the developer. In order to allow the developer discretion in determining which amenities from the menu to provide to earn the 630 bonus dwelling units, the total value of all amenities contained in Appendix B shall be at least 945 dwelling units. Even though the total value of all amenities on the menu shall be, at a minimum, 945 dwelling units, the developer’s ability to earn bonus dwelling units shall be capped at 630 bonus dwelling units even if the developer voluntarily provides every amenity on the menu. The developer shall not be required to build the maximum of 1690 dwelling units and may opt to forego some or all of the 630 bonus dwelling units.

In no event shall the provision of any combination of amenities allow development of the site to exceed the maximum yield of 1,690 dwelling units. The amenity menu shall be developed and adopted by the City of Maple Valley, shall reflect the desires of the Maple Valley community, and shall be given great weight by the County in any future County zoning action or any future County development approval (including conditions of
approval) pertaining to Summit Place. While most of the menu has yet to be developed as of the adoption of the Joint Plan, the menu shall allow up to 200 bonus dwelling units through participation in the TDR program described in SP-5.

The use of transfer of development rights (TDR’s) is a land use practice used to preserve lands identified as “sending” sites by transferring the development to areas identified as “receiving” sites. In King County, some TDR’s have been purchased from rural sending sites and ‘banked’ for future purchase and use on qualifying receiving sites. A single residential development right equals a single dwelling unit. Summit Place should serve as a receiving site for TDR’s, as a tool to preserve rural, resource, forestry, agricultural or other lands identified for preservation. The use of TDR’s as an amenity incentive on the Summit Place shall have limitations to ensure that a variety of amenities are utilized and to encourage TDR’s from areas with proximity to Maple Valley. The transfer of TDR’s from areas in unincorporated King County to the City of Maple Valley will necessitate an interlocal agreement in addition to regulatory provisions.

**SP-5 Development Regulations** shall allow, as one of the amenity incentives, up to a maximum of 200 bonus dwelling units through the purchase of qualifying TDRs to be used on the Summit Place site. Qualifying TDRs must be purchased, at the developer’s sole discretion, from one or more of the following three sources/areas: 1) from areas within the City of Maple Valley that are identified as sending sites by the City of Maple Valley; 2) from King County priority rural and/or resource land within approximately five miles of the boundary of the City of Maple Valley; and/or 3) TDR credits from the County’s TDR bank. If the qualifying TDRs are credits purchased from the King County TDR Bank, the proceeds from the sale of the TDR credits should be used to purchase development rights from King County priority rural and/or resource land within approximately five miles of the boundary of the City of Maple Valley. In no event shall the maximum yield of 1,690 dwelling units be exceeded.

**Commercial Uses, Design and Amount**

Limited commercial development will help accomplish the Joint Planning goals for Summit Place; however the City of Maple Valley has already designated other commercial areas that can accommodate most of the long-term commercial needs of the City. Therefore, it is desired that commercial uses allow for a range of retail and office oriented uses and not any heavy industrial type uses. Through the use of architectural and landscaping standards, commercial development can incorporate design elements that provide both aesthetic appeal and a strong pedestrian atmosphere. Commercial uses can be accommodated in areas that provide vehicular access in proximity to arterial roadways, yet provide local and pedestrian access from nearby neighborhoods. It is not anticipated that retail areas be characterized by regional style shopping centers or large scale retail users, however retail oriented anchor uses that promote economic vitality while helping ensure a variety and mix of users is beneficial. Retail areas have the potential to include uses that provide personal and professional services, shopping, dining, entertainment and recreational uses.

**SP-6 Summit Place commercial areas shall serve to enhance the community and support the predominately residential uses on the site.**
The site and the City would benefit by some areas dedicated to office uses that would promote base employment opportunities, compliment the retail areas and provide transition between more intensive commercial areas and residential areas.

Mixed uses, generally characterized by two or more stories of multi-family residential over compatible commercial uses within the same building(s), can create a unique and lively environment. Through proper site-planning and design this type of use can provide another type of housing that can incorporate transit oriented design and by keeping residences and services in close proximity which may reduce vehicle trips and / or miles traveled.

SP-7 Mixed use development shall be encouraged within Summit Place.

Well planned, designed, scaled and integrated commercial retail oriented uses that include dining and entertainment uses shall not exceed 300,000 square feet and dedicated office uses shall not exceed an additional 80,000 square feet for Summit Place.

SP-8 Development regulations for Summit Place shall allow up to 300,000 square feet of commercial space (generally defined to include retail, office, and other commercial uses) and up to 80,000 bonus square feet which shall be limited to office space. In no case shall more than 25 acres of Summit Place be zoned or planned for commercial uses.

Open Space, Parks and Recreation

Open space, parks and recreation opportunities will enhance the livability of Summit Place and the City. Open space can be used to preserve environmentally sensitive areas, create places for landscaping and native vegetation, buffer land uses, promote tranquility and provide passive recreation. Parks of varying sizes and types can be created throughout the site to promote an active lifestyle, informal and formal recreation and accommodate neighborhood and community gatherings. Features such as playground equipment, picnic facilities, play fields and sport courts help make parks and recreation areas best serve the community. Trails, pathways, sidewalks and pedestrian features have the benefit of both providing recreational purposes as well as improved mobility.

SP-9 Open space, parks and recreation are integral to the quality of life in Maple Valley and shall be included within Summit Place. Amenity incentives to enable the upper range of allowed dwelling unit yield at Summit Place shall include provisions for additional open space, parks, and recreational opportunities.

SP-10 Summit place shall provide an interconnected network of trails, paths and sidewalks. Amenity incentives to enable the upper range of allowed dwelling unit yield at Summit Place shall include provisions for additional trail, path and sidewalk opportunities.

Roads, Utilities and Facilities
The site is currently served by an arterial roadway (SR516) to the north, a boulevard collector roadway to the south (SE280th Street), a neighborhood collector to the west (228th Avenue SE) and a designated boulevard collector roadway stub (SE 276th street) on the east. It is anticipated that some type of access to the site or portions of the site occur at each of these roadways. The City’s Comprehensive plan identifies the long-term need for a connection between SR 516 and SR 169 in proximity of the northeast quadrant of the Summit Place site. The City’s current transportation system has not included potential development of the Summit Place in the traffic model and forecasting. Updates to the City’s Comprehensive Plan Transportation element will have to take into consideration the potential impacts from Summit Place and identify Level of Service impacts and necessary mitigation to maintain concurrency.

Park and ride and transit facilities are desired for the site. Summit Place should strive to mitigate its traffic impacts partially through accommodating these types of facilities through a variety of mechanisms and partnerships.

Fire Protection services are provided through Maple Valley Fire and Life Safety (King County Fire District #43). Impacts to their ability to provide service will have to be adequately analyzed and addressed through the development process and environmental (SEPA) review, which could include consideration of emergency facilities uses within the development.

The Tahoma School District likely will have some impacts related to future development of Summit Place. Currently the City imposes development impact fees for the District pursuant to its six year capital program and student enrollment forecasting. Development of Summit Place is expected to occur over many years of phasing and impact enrollment gradually. Coordination with the School District to ensure adequate facilities are available and impacts mitigated, will be required.

The site will be served by public water and sewer through the Covington Water District and Soos Creek Sewer District. Amendments to their Comprehensive Water and Sewer Plans will be necessitated in order to provide urban levels of service as contemplated by the Joint Plan. It is expected that with construction of on-site facilities provided with development, adequate water and sewer service can be provided.

**SP-11 Urban service providers should update their comprehensive plans based on forecast growth and the Summit Place development contemplated by this Joint Plan to ensure that adequate public facilities and services are available to serve future planned development.**

**PROCESS AND NEXT STEPS**

This Joint Plan, and the principles, policies and goals incorporated herein are to be adopted by both the City of Maple Valley and King County, necessitating action by the respective councils. The Joint Plan shall serve to provide the binding framework for the adoption of Comprehensive Plan designations and zoning, for the site. The City’s and County’s comprehensive plans for the site must be consistent with the Joint Plan.
Consideration and action on the Joint Plan will include submittal to the Washington State Department of Community, Trade and Economic Development (CTED). Concurrent with review by CTED, the City of Maple Valley and King County will be considering the draft Joint Plan. Maple Valley’s Planning Commission will accept public comment and hold a public hearing prior to taking action on a recommendation to the City Council. A non-project review under the State Environmental Policy Act (SEPA) will occur during this process as well.

Subsequent to the adoption of this Joint Plan, Maple Valley is expected to proceed with adopting amendments to its Comprehensive Plan and Zoning consistent with this Joint Plan. As stated in the MOA, the goal for having the Joint Plan and Maple Valley’s Comprehensive Plan and Zoning adopted is June 30, 2009. All parties are making the best efforts to achieve this goal. Assuming the goals are met and the City adopts Comprehensive Plan and pre-annexation zoning designations consistent with the Joint Planning Agreement, the City and County will proceed with negotiating annexation of the area to Maple Valley with the goal of achieving annexation by November 1, 2009.

Ultimately, Comprehensive Plan future land use designations and zoning will be consistent with the final adopted Joint Plan. Since the Joint Plan provides that a range of uses, types of development and densities be achieved, a Master Planning process holds the most promise for achieving the joint planning goals. This type of process and designation is typically expressed as an Urban Planned Development, Master Planned Development, Planned Developed District, Planned Unit Development or similar characterization. A well crafted planned development code and designation can provide flexibility from the rigid standards in conventional zoning provisions when the intent, goals, mitigation and public benefits are achieved.

APPENDICES

Appendices A, B, C, attached.
Appendix A
## APPENDIX B

### Example of Attainable Incentives for Summit Place

<table>
<thead>
<tr>
<th>Incentive</th>
<th>Examples</th>
<th>Value (% or # of units)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Open Space</td>
<td>Aesthetic &amp; passive use</td>
<td></td>
</tr>
<tr>
<td>Trails</td>
<td>Internal circulation &amp; external connection</td>
<td></td>
</tr>
<tr>
<td>Neighborhood Active Recreation</td>
<td>Tot lots, small playfields, sport courts</td>
<td></td>
</tr>
<tr>
<td>Community Active Recreation</td>
<td>Large playfields</td>
<td></td>
</tr>
<tr>
<td>Low Impact Development (LID)</td>
<td>Pervious sidewalks, swales, rain gardens</td>
<td></td>
</tr>
<tr>
<td>Green Building</td>
<td>LEED, LEED NH, Built Green</td>
<td></td>
</tr>
<tr>
<td>Unified Design Concept</td>
<td>More cohesiveness</td>
<td></td>
</tr>
<tr>
<td>Tree/vegetation Retention</td>
<td>retain trees &amp; vegetation</td>
<td></td>
</tr>
<tr>
<td>Age-in place housing/small housing</td>
<td>Universal design, detached houses &lt; 1500ft², cottage housing</td>
<td>Values and/or ranking to be determined through Maple Valley planning process</td>
</tr>
<tr>
<td>Mixed Use</td>
<td>Building with ground floor commercial and housing above</td>
<td></td>
</tr>
<tr>
<td>Transit supportive infrastructure</td>
<td>Transit facility on Kent-Kangley Rd, other</td>
<td></td>
</tr>
<tr>
<td>Structured Parking</td>
<td>Below grade, commercial &amp; residential</td>
<td></td>
</tr>
<tr>
<td>Senior housing</td>
<td>Senior specific housing, assisted living</td>
<td></td>
</tr>
<tr>
<td>Civic Uses</td>
<td>Library facility, public safety, school dist., gyms, recreation center, etc</td>
<td></td>
</tr>
<tr>
<td>Commercial Recreation uses</td>
<td>Movie Theatre, ice rink, bowling alley</td>
<td></td>
</tr>
<tr>
<td>Transfer of Development Rights (TDRs)</td>
<td>Overall, local areas, maximum allowed</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td>Minimum 945 units (630 max. may be used on Summit Place)</td>
</tr>
<tr>
<td>Other amenities may be added as part of the public process and adopted with zoning</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Appendix C

MEMORANDUM OF AGREEMENT
REGARDING JOINT PLANNING, INTERIM ZONING,
PRE-ANNEXATION ZONING, AND FUTURE ANNEXATION OF
THE SUMMIT PIT PROPERTY

THIS AGREEMENT is made this 1st day of October, 2008 by and among the City of Maple Valley ("City"), a Washington municipal corporation, King County ("County"), a political subdivision of the State of Washington, and Summit Place 156 LLC ("Developer"), a Washington limited liability company.

RECITALS

WHEREAS, the County owns and is in the process of selling to Developer, the real property legally described in the attached Exhibit A (the "Property"); and

WHEREAS, the Property is completely surrounded by the City but is located outside of the Urban Growth Area (UGA) within unincorporated King County; and

WHEREAS, the County seeks to have the Property brought within the UGA, as designated by King County pursuant to the Washington State Growth Management Act, Ch. 36.70A RCW (GMA); and

WHEREAS, the Countywide Planning Policies adopted, approved, and amended by the County Council and ratified by the cities within the County, establish a process for altering the UGA and rules for designating a city’s potential annexation areas within the countywide urban growth boundary; and

WHEREAS, the City has opposed the County’s proposal to bring the Property within the UGA because the County had not completed a joint planning process with the City; and

WHEREAS, the Growth Management Planning Council deferred making a recommendation on the County’s UGA proposal until October 2, 2008 to give the City and the County an opportunity to negotiate a joint planning agreement; and

WHEREAS, the City is willing to withdraw its opposition to the County’s UGA proposal in exchange for the Parties’ willingness to enter into this joint planning agreement; and

WHEREAS, the Developer desires to acquire the Property to develop it for residential and non-residential uses, and the Developer and the County have finished
negotiating a Real Estate Purchase and Sale Agreement concerning the Property (the "PSA"); and

WHEREAS, the City desires to annex the Property in the event it is brought into the UGA; and

WHEREAS, the City and the County have a significant interest in the manner in which the Property may be developed; and

WHEREAS, because of the Property's location, the development of the Property should be consistent with the land use plan resulting from the joint planning process and the impacts of such development upon the surrounding property should be appropriately mitigated; and

WHEREAS, all parties acknowledge that it is in their best interests to cooperate with regard to the adoption of the comprehensive plan land use designations, development regulations, environmental analysis and permit application processing for the development of the Property, so that the above concerns are addressed, and public money is not wasted in unnecessary administrative or judicial appeals or other litigation; and

WHEREAS, the parties acknowledge that the development of the Property could become a significant source of revenue to the City, in terms of property taxes, real estate excise tax, sales taxes, and impact fees if annexed to the City in a timely manner; and

WHEREAS, all parties desire to describe and implement an orderly procedure that will accomplish the above goals, to be consistent with applicable law; and

WHEREAS, all parties acknowledge the need to accomplish the above goals in a short time frame, so this Agreement is intended to be the first in a series of formal agreements that will address the land use planning, annexation, and development of the Property;

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the City, the County, and the Developer agree as follows:

1. **Purpose Statement.** The purposes of this Agreement are as follows:

   a. **For the County and the Developer:**

      i. To obtain the City's support for and withdrawal of opposition to the pending UGA amendment that would urbanize the Property; and

   b. **For the City:**
i. To obtain assurances from the County and the Developer that they will negotiate with the City in good-faith with the goal of achieving annexation of the Property to the City before the Developer submits an application for development of the Property.

2. **Executive’s Advocacy of Revised Planning and Zoning Proposal.** In addition to signing this Agreement, the County Executive shall make every reasonable effort to express to the County Council, in writing, his support for the comprehensive plan and area zoning designations described in Paragraph 3, below.

3. **Description of Revised Planning and Zoning Proposal.** The County Executive shall make every reasonable effort to encourage the County Council to introduce and adopt an amendment to the Executive’s proposed 2008 Comprehensive Plan and zoning amendments for the Property so that the comprehensive plan designation for the Property shall be Urban Planned Development, and the zoning for the Property shall be Urban Reserve (UR) with an Urban Planned Development (UPD) overlay.

4. **Urban Growth Area.** The Parties contemplate that the County Executive’s current proposal to bring the Property within the Urban Growth Area and the City’s Potential Annexation Area will proceed forward for simultaneous consideration with the UR / UPD zoning referenced above. Any amendment of the UGA boundary that renders the Property urban without simultaneous adoption of the Comprehensive Plan and zoning designations described in Paragraph 3, above, shall defeat the goals and purposes of this Agreement. If the County Council adopts a Comprehensive Plan designation or zoning for the property other than what is contemplated in this Agreement, the Parties expect that the City will, among other available remedies, seek to have the cities within the County take affirmative action to ratify the inclusion of the Property within the UGA. The Parties acknowledge that the City’s withdrawal of its opposition to the proposed UGA changes before the Growth Management Planning Council is predicated upon the terms of this Agreement and, specifically, the County’s adoption of the Comprehensive Plan designation and zoning described herein. If the County Council adopts, and the County Executive thereafter approves, the Urban Planned Development comprehensive plan designation, the UR / UPD zoning, and the placement of the Property within the City’s UGA and Potential Annexation Area, then the City agrees that it shall not challenge or otherwise seek review of such legislative action before the Central Puget Sound Growth Management Hearings Board pursuant to RCW 36.70A.280 and .290.

5. **Joint Planning Interlocal.** Within fifteen (15) days after execution of this Agreement, planning staff from the City and County shall begin to negotiate a joint planning agreement that will cover the general goals, principles, and policies to be considered when adopting future land use designations and zoning for the Property. City and County planning staff shall meet in person at least twice per month until a joint planning interlocal agreement has been transmitted to their respective Councils for consideration and action. The Developer’s representatives
shall be invited to attend these meetings, but their attendance shall not be required. The parties have established a goal to have a joint planning interlocal agreement adopted by both legislative bodies by June 30, 2009. In order to effectuate the purpose of this Agreement, the parties understand that any future zoning for the Property, including the pre-annexation zoning contemplated by Paragraph 6, must be consistent with the joint planning agreement that is adopted by the parties.

6. **City’s Pre-annexation Zoning.** Concurrently with the joint planning negotiations described above, the City shall evaluate and adopt pre-annexation zoning for the Property.

   a. As of the date of this Agreement, the City Council has directed the Planning Commission to analyze and consider application of the City’s R-6 zoning regulation to the Property upon annexation.

   b. As part of the pre-annexation zoning process, the Developer, the County, and/or any other member of the public, may propose an alternative zoning classification on the Property. If an alternative zoning classification is proposed, then on or before December 31, 2008, the following materials must be provided to the City in order to initiate the process: (1) Draft zoning regulation that is being proposed by the Developer, County, and/or any other member of the public; and (2) SEPA Checklist.

   c. The City agrees to consider employing two-stage phased SEPA review of development of the Property pursuant to WAC 197-11-060(5), with the first phase being broader SEPA review at the nonproject pre-annexation zoning stage, and the second phase being narrower, more detailed SEPA review at the time that a specific development proposal for the Property is submitted to the City.

   d. The City Council shall make every reasonable effort to take final action on the pre-annexation zoning ordinance on or before June 30, 2009.

7. **City’s Comprehensive Plan.** Concurrently with the joint planning and pre-annexation zoning described above, the City shall prepare a set of comprehensive plan amendments for the Property. These comprehensive plan amendments shall take the form of a subarea plan for the Property, which may be adopted outside of the City’s annual GMA update process pursuant to RCW 36.70A.130(2)(a)(I).

8. **Annexation.**

   a. If the County Council includes the Property within the City’s UGA and Potential Annexation Area, then, within thirty (30) days after adoption of the UGA amendment, the Executive shall transmit to the County Council for consideration and action a proposal to commence negotiations for an interlocal agreement to annex the Property to the City pursuant to RCW
35A.14.460(1). The City Manager shall transmit a resolution to the City Council proposing the same.

b. If both Councils adopt their respective actions as referenced above in 8(a) to commence negotiations, then appropriate City and County staff shall meet in person at least twice per month until an interlocal agreement to annex has been negotiated and transmitted to their respective Councils for consideration and action. The Developer's representatives shall be invited to attend these meetings, but their attendance shall not be required. The Parties have established a non-binding goal to have annexation occur by November 1, 2009.

c. The commencement of such negotiations shall not in any way bind the Parties to approve an annexation agreement.

d. The Parties' goal is to effect annexation of the Property to the City at a time that allows the City to fully realize all excise and sales tax revenue generated by the development of the Property.

9. **Waiver of Right to Submit Development Applications.** The County, in its capacity as owner of the Property, and the Developer, in its capacity as the prospective purchaser of the Property, in consideration of the terms of this Agreement, temporarily waive their rights to submit and vest applications for development of the Property. This temporary waiver shall expire upon the latter of (i) twelve (12) months after the Effective Date or (ii) December 31, 2009. For the purposes of this waiver, "applications for development" shall include, but not be limited to, any application for any project permit as that term is defined in RCW 36.70B.020, as well as any land use proposal for legislative action such as a comprehensive plan amendment or area-wide rezone and specifically including an urban planned development application. For the purposes of this Paragraph, Paragraph 8, above, and Paragraph 12, below, the Effective Date shall be the effective date of the County ordinance that authorizes the terms and conditions set forth in the PSA between the County and the Developer. This waiver shall not apply to the following applications for development of the Property:

a. Applications for development of the Property that are submitted to the City after annexation; and

b. Applications submitted by the County for the sole purpose of allowing the County to operate its road maintenance facilities and/or consolidate its road maintenance operations on the Property with the Developer.

c. An application for a short subdivision, provided that such an application may be submitted only for the sole purpose of facilitating the phased-takedown closing set forth in the PSA.
10. **Purchase and Sale Agreement.** The County and the Developer hereby represent that the terms of the PSA will not materially frustrate or be inconsistent with the Purpose Statement set forth in Paragraph 1 of this Agreement.

11. **Ratification.** Within thirty (30) days of the execution of this Agreement, the County Executive and City Manager shall transmit a request to ratify this Agreement to their respective Councils for consideration at the soonest possible Council meeting.

12. **Mediation.** If an interlocal agreement between the City and the County, providing for annexation of the Property to the City, has not been executed by November 1, 2009, or within 300 days after the Effective Date, whichever comes first, the Parties shall attempt to resolve any disputes that are preventing immediate annexation by mediating with a mediator appointed by DCTED. If necessary, any such mediation shall commence sometime in November 2009.

13. **Interpretation.** This Agreement was drafted by negotiation by counsel for the parties, and there shall not be a presumption or construction against either party. Any titles or captions of paragraphs contained in this Agreement are for convenience and reference only.

14. **Binding Nature of Agreement.** Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the parties and their successors.

15. **Severability.** If any portion of this Agreement is held to be invalid by a court of competent jurisdiction, such invalidity shall not affect any other portion of this Agreement.

16. **Recording.** This Agreement may be recorded against the Property to ensure that prospective purchasers are notified of its terms.

AGREED TO THIS 1st DAY OF OCTOBER, 2008 BY:

---

Ron Sims  
King County Executive

---

Christy A. Todd  
Interim City Manager, City of Maple Valley
Laure Iddings  
Mayor, City of Maple Valley

Summit Place 156 LLC,  
a Washington limited liability company

By: BRNW, Inc., its Member

By:  
Brian Ross, President

APPROVED AS TO FORM BY:

Darren Carnell  
Senior Deputy Prosecuting Attorney

Jeff Taraday  
Interim City Attorney
STATE OF WASHINGTON

COUNTY OF KING

On this day personally appeared before me Brian Ross, the President of BRNW, Inc., managing member of Summit Place 156 LLC, known to me to be the Developer that executed the foregoing instrument, and acknowledged such instrument to be his free and voluntary act and deed for the uses and purposes therein mentioned, and on oath stated that he was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 2ND day of OCTOBER, 2008.

Printed Name CHARLOTTE A. O'HASHI
NOTARY PUBLIC in and for the State of Washington,
residing at SEATTLE
My Commission Expires 8/01/12
STATE OF WASHINGTON

COUNTY OF KING

On this day personally appeared before me Christy Todd, the Interim City Manager of the City of Maple Valley, known to me to be the City that executed the foregoing instrument, and acknowledged such instrument to be her free and voluntary act and deed for the uses and purposes therein mentioned, and on oath stated that she was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 10th day of

October, 2008.

Printed Name  IRVINE M. MONI
NOTARY PUBLIC in and for the State of Washington,
residing at  KING COUNTY
My Commission Expires  12-25-2011

STATE OF WASHINGTON

COUNTY OF KING

On this day personally appeared before me Laure Iddings, the Mayor of the City of Maple Valley, known to me to be the City that executed the foregoing instrument, and acknowledged such instrument to be her free and voluntary act and deed for the uses and purposes therein mentioned, and on oath stated that she was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 10th day of

October, 2008.

Printed Name  IRVINE M. MONI
NOTARY PUBLIC in and for the State of Washington,
residing at  KING COUNTY
My Commission Expires  12-25-2011
STATE OF WASHINGTON  
)  
COUNTY OF KING  
) ss.

On this day personally appeared before me Ron Sims, the  
Executive of King County, known to me to be the County that executed the foregoing  
instrument, and acknowledged such instrument to be his free and voluntary act and deed  
for the uses and purposes therein mentioned, and on oath stated that he was duly  
authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 2ND day of  
OCTOBER, 2008.

PRINTED NAME: CHARLOTTE A. DUNLAP  
NOTARY PUBLIC in and for the State of Washington,  
residing at SEATTLE  
My Commission Expires 8/1/12
CONFORMED COPY

Return Address:
City of Maple Valley
Attn: Christy Todd, City Attorney
P.O. Box 320
Maple Valley, WA 98038

201004060000335
CITY OF MAPLE VAL
PAGE-001 OF 008
04/06/2010 12:03

Please print or type information WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)

| Document Title(s) (or transactions contained therein): (all areas applicable to your document must be filled in) |
| 1. First Amendment to Memorandum of Agreement Regarding Joint Planning, Intermunicipal Zoning, Consolidation of Zoning, and future Acquisition of Summit Pit Property |

| Reference Number(s) of Documents assigned or released: |
| 00081006000060 |

| Additional reference #’s on page_______ of document |

| Grantor(s) Exactly as name(s) appear on document |
| 1. King County |
| 2. City of Maple Valley |

| Additional names on page_______ of document. |

| Grantee(s) Exactly as name(s) appear on document |
| 1. Same as above - Agreement for Mutual Cooperation |

| Additional names on page_______ of document. |

| Legal description (abbreviated: i.e. lot, block, plat or section, township, range) |
| NW 1/4 Sec. 34, T26N, Rge 6 EWM, in King County, WA (Note: There is no exchange, transfer, or encroachment of any real property) |

| Additional legal is on page_______ of document. |

| Assessor’s Property Tax Parcel/Account Number |
| □ Assessor Tax # not yet assigned |
| 34-2206-9006 |

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

"I am signing below and paying an additional $50 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."

Signature of Requesting Party

Note to submitter: Do not sign above nor pay additional $50 fee if the document meets margin/formatting requirements

COPY
FIRST AMENDMENT TO
MEMORANDUM OF AGREEMENT
REGARDING JOINT PLANNING, INTERIM ZONING, PREANNEXATION
ZONING, AND FUTURE ANNEXATION OF THE SUMMIT PIT PROPERTY

THIS FIRST AMENDMENT TO MEMORANDUM OF AGREEMENT REGARDING
JOINT PLANNING, INTERIM ZONING, PREANNEXATION ZONING, AND FUTURE
ANNEXATION OF THE SUMMIT PIT PROPERTY (the "Amendment") is made and
entered into effective the 23rd day of February, 2010 among KING
COUNTY, a municipal corporation and political subdivision of the State of Washington
(the "County"), the CITY OF MAPLE VALLEY (the "City") and SUMMIT PLACE 156
LLC, a Washington limited liability company ("Developer").

Whereas the City, County and Developer entered into that certain Memorandum of
Agreement dated October 1, 2008 (the "MOA") which provided for a cooperative effort in
joint planning, interim zoning, pre-annexation zoning and annexation of the Summit Pit
Property, (the "Property"); and

Whereas two parties to the MOA, the County and the Developer have entered into an
amendment to the Real Estate Purchase and Sale Agreement; and

Whereas all parties to the MOA have agreed to amend the Section 9 of the MOA
"Waiver of Right to Submit Development Applications to extend the expiration of this
waiver;

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the
City, the County and the Developer agree that Section 9 of the MOA dated October 1,
2008, is hereby amended to read as follows:

Waiver of Right to Submit Development Applications. The County, in its capacity as
owner of the Property, and the Developer, in its capacity as the prospective purchaser
of the Property, in consideration of the terms of this Agreement, waive their rights to
submit and vest applications for development of the Property for the following time
periods. For King County, in its capacity as owner of the Property, this waiver shall
expire February 20, 2012. For the Developer, this waiver expires upon annexation of
the Property by the City of Maple Valley. For the purposes of this waiver, "applications
for development" shall include, but not be limited to, any application for any project
permit as that term is defined in RCW 36.70B.020, as well as any land use proposal for
legislative action such as a comprehensive plan amendment or area-wide rezone and
specifically including an urban planned development application. For the purposes of
the Paragraph, Paragraph 8, above, and Paragraph 12, below, the Effective Date shall
be the effective date of the County ordinance that authorizes the terms and conditions
set forth in the PSA between the County and the Developer. This waiver shall not apply to the following applications for development of the Property:

a. Applications for development of the Property that are submitted to the City after annexation; and

b. Applications submitted by the County for the sole purpose of allowing the County to operate its road maintenance facilities and/or consolidate its road maintenance operations on the Property with the Developer; and

c. An application for a short subdivision, provided that such an application may be submitted only of the sole purpose of facilitating the phased-takedown closing set forth in the PSA.

AGREED TO THIS 23rd DAY OF FEBRUARY, 2010 BY:

Dow Constantine
King County Executive

David Johnston
City Manager, City of Maple Valley

Noel Gerken
Mayor, City of Maple Valley
SUMMIT PLACE 156 LLC
A Washington Limited Liability Company
By BRNW, Inc., Member

Brian Ross, President

APPROVED AS TO FORM BY:

Deputy Prosecutor, King County

Christy Todd
Maple Valley City Attorney

Counsel to Summit Place 156, LLC.
STATE OF WASHINGTON

COUNTY OF KING

} ss.

On this day personally appeared before me, Brian Ross, the
President of BRNW, Inc., Member Summit Place 156, UC known to
me to be the Buyer that executed the foregoing instrument, and acknowledged such instrument to be
[his/her] free and voluntary act and deed for the uses and purposes therein mentioned, and on oath stated
that [he/she] was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 18th day of
February, 2010.

Printed Name: Dana Lynn Mereness
NOTARY PUBLIC in and for the State of Washington,
residing at Edmonds, WA
My Commission Expires 3/28/13
STATE OF WASHINGTON

COUNTY OF KING

On this day personally appeared before me Dow Constantine, the

Executive

of King County

known to me to be the Seller that executed the foregoing instrument, and acknowledged such instrument to be

[his/her] free and voluntary act and deed for the uses and purposes therein mentioned, and on oath stated that [he/she] was duly authorized to execute such instrument.

Given under my Hand and Official Seal this 19th day of

Feb,

2010.

Printed Name ELEN L. HULETT

Notary Public in and for the State of Washington, residing at Battle

My Commission Expires Jan 8, 2012
STATE OF WASHINGTON
}
COUNTY OF KING
}

On this day personally appeared before me, [NAME], the

CITY MANAGER
of the CITY OF MAPLE VALLEY, known to
me to be the City Official that executed the foregoing instrument, and acknowledged such instrument to
be [his/her] free and voluntary act and deed for the uses and purposes therein mentioned, and on oath
stated that [he/she] was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 23rd day of
FEBRUARY, 2010.

Printed Name: [NAME]
Notary Public in and for the State of Washington,
residing at KING COUNTY
My Commission Expires 12-25-2011
STATE OF WASHINGTON
COUNTY OF KING

ss.

On this day personally appeared before me, NEIL T. GEEKER, the
MAYOR of the CITY OF MAPLE VALLEY, known to
me to be the City Official that executed the foregoing instrument, and acknowledged such instrument to
be [his/her] free and voluntary act and deed for the uses and purposes therein mentioned, and on oath
stated that [he/she] was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 23rd day of
FEBRUARY 2010.

Printed Name: LEWALENE M. MAN
NOTARY PUBLIC in and for the State of Washington,
residing at KING COUNTY
My Commission Expires 12-25-2011
LEGAL DESCRIPTION FOR SUMMIT PLACE PROPERTY

The northwest quarter of Section 34, Township 22 North, Range 6 East, W.M., in King County, Washington; EXCEPTING there from that portion conveyed by instrument recorded under Recording Number 8905110590, in King County, Washington; AND EXCEPT that portion conveyed to the city of Maple Valley by deed under Recorder’s No. 20040824000981. And SUBJECT TO: Easement for Slope and Sidewalk conveyed to the city of Maple Valley under Recorder’s No. 20040824000980 and Easement for Slope conveyed to the city of Maple Valley under Recorder’s No. 20040824000982.
Attachment 3
to Interlocal Agreement between King County and the City of Maple Valley
Adopting the Joint Plan for Summit Place

City of Maple Valley
Featuring Summit Place
RESOLUTION NO. 4113

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF AUBURN AND KING COUNTY RELATING TO THE ANNEXATION OF THE LEA HILL AND WEST HILL POTENTIAL ANNEXATION AREAS

WHEREAS, the City of Auburn has identified two separate Potential Annexation Areas (PAA) generally known as Lea Hill Annexation Area and West Hill Annexation area; and

WHEREAS, the Auburn City Council intends to present to the residents/voters of these areas the opportunity to vote, in November 2007, on whether to annex to the City; and

WHEREAS, if approved by voters and the City Council, it is expected that the annexation of one or both of the annexation areas will become effective in early 2008; and

WHEREAS, as of the effective date of the annexation of those annexation areas, the City will own and have responsibility for the operation, safety and maintenance of all former County roads, bridges and rights-of-way located within the City limits together with all appurtenances located within such rights-of-way including drainage facilities, stormwater facilities, environmental
mitigation sites and monitoring projects, street lights, traffic signals and traffic signs; and

WHEREAS, RCW 39.34 establishes the authority for cities and counties to enter into interlocal agreements as necessary to work together when an issue requires a joint action of all parties concerned; and

WHEREAS, in order to facilitate an orderly transition of services from the County to the City of Auburn it would be in the public interest for the City to enter into an interlocal agreement with King County to address matters relating to the potential annexations of these areas.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN, KING COUNTY, WASHINGTON, HEREBY RESOLVES as follows:

Section 1. The Mayor of the City of Auburn and the Auburn City Clerk are hereby authorized to execute an interlocal agreement between the City of Auburn and King County which agreement shall be in substantial conformity with the interlocal agreement a copy of which is attached hereto, marked as Exhibit "A" and incorporated herein by this reference.

Section 2. The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directives of this legislation.

 Resolution No. 4113
November 14, 2006
Page 2 of 3
Section 3. This resolution shall be in full force and effect upon passage and signatures hereon.

Dated and Signed this 20th day of November, 2006.

CITY OF AUBURN

[Signature]

PETER B. LEWIS
MAYOR

ATTEST:

[Signature]
Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:

[Signature]
Daniel B. Heid, City Attorney

Resolution No. 4113
November 14, 2006
Page 3 of 3
King County Real Estate Services  
500 Fourth Avenue, Room 500  
Seattle, WA  98104  
ADM-ES-0500

Please print or type information  

WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document must be filled in)
1. Interlocal Agreement between the City of Auburn and King County

Reference Number(s) of Documents assigned or released:
Additional reference #’s on page ______ of document

Grantor(s) (Last name, first name, initials)
1. City of Auburn
2. 
   Additional names on page ______ of document.

Grantee(s) (Last name first, then first name and initials)
1. King County
2. 
   Additional names on page ______ of document.

Legal description (abbreviated:  i.e. lot, block, plat or section, township, range)

RCW 39.34.040

   Additional legal is on ______ of document.

Assessor’s Property Tax Parcel/Account Number

N/A

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.
INTERLOCAL AGREEMENT BETWEEN THE CITY OF AUBURN AND KING COUNTY, RELATING TO THE ANNEXATION OF THE LEA HILL AND WEST HILL POTENTIAL ANNEXATION AREAS

THIS AGREEMENT is made and entered into this 20th day of February, 2007. The parties ("Parties") to this Agreement are the City of Auburn, a State of Washington municipal corporation ("City"), and King County, a political subdivision of the State of Washington ("County").

WHEREAS, the City has identified two separate Potential Annexation Areas ("PAAs") in its comprehensive plan consistent with the requirements of the state Growth Management Act ("GMA") and the Countywide Planning Policies adopted consistent with GMA, which PAAs are generally known as the "Lea Hill Annexation Area" and the "West Hill Annexation Area," both of which are further described in Exhibit A hereto (hereinafter collectively referred to as the Annexation Areas"); and

WHEREAS, on an election date in or before November 2007, the citizens of the Annexation Areas will have an opportunity to vote on whether to annex to the City; and

WHEREAS, if approved by the voters and the City Council, annexation of one or both of the Annexation Areas to the City will become effective on or before January 1, 2008; and

WHEREAS, as of the date of legal annexation of the Annexation Areas, pursuant to state law, the City will own, and have the responsibility for the operation, safety and maintenance of all former County roads, bridges and rights-of-way located within the City limits together with all appurtenances located within such rights-of-way, including but not limited to, drainage facilities, stormwater facilities, environmental mitigation sites and monitoring projects, street lights, traffic signals and traffic signs; and

WHEREAS, the City and the County desire to facilitate an orderly transition of services associated with the Annexation Areas; and

WHEREAS, the City and the County desire to mutually determine the appropriate timing for the transfer of public records; and

WHEREAS, upon annexation of the Annexation Areas, the County shall make available to the City a one-time payment of funds from its Annexation Incentive Funds to assist with the cost of transitioning services and in consideration of the City relieving the County of the burden of providing public services to the areas to be annexed; and

WHEREAS, the City and the County want to ensure a smooth transfer of ownership and maintenance of existing County surface water facilities and related property interests in the Annexation Areas; and

WHEREAS, all local governmental land use authority and jurisdiction with respect to the Annexation Areas transfers from the County to the City upon the effective date of annexation; and
WHEREAS, the County and City agree that having County staff continue to process various vested building and land use permit applications from the Annexation Areas on behalf of the City for a transitional period following annexation will assist in an orderly transfer of authority and jurisdiction; and

WHEREAS, it is the parties’ intent by virtue of this Agreement that any and all discretionary decisions with respect to land use and permitting from and after the date of annexation shall be made by the City; and

WHEREAS, the governing bodies of each of the parties hereto have determined to enter into this Agreement as authorized and provided for by the Interlocal Cooperation Act, codified at Chapter 39.34 RCW, and other Washington law, as amended;

NOW THEREFORE, in consideration of the mutual terms, provisions and obligations contained herein, it is agreed by and between the City and the County as follows:

1. **TERM.** This Agreement shall be deemed to take effect following the approval of the Agreement by the official action of the governing bodies of each of the Parties and the signing of the Agreement by the duly authorized representative of each of the Parties, and shall continue in force for a period of five (5) years from the effective date of annexation of the Annexation Areas; provided, however, that in the event: (1) the City fails to place the annexation measure on the ballot in or before November 2007, then this Agreement shall terminate on December 31, 2007.

2. **ANNEXATION.** The City shall take action to ensure placement of propositions on the ballot at a regular or special election date in or prior to November 2007 for the registered voters of the Annexation Areas as described in Exhibit A to vote on whether to annex to the City. If approved by the voters, the City shall take action by ordinance to ensure that the annexation of the Annexation Areas so approved will be effective on or before January 1, 2008.

3. **ANNEXATION FUND PAYMENT AND ROAD IMPROVEMENTS CONTRIBUTION.** In order to partially offset the City’s cost of transitioning and providing services to the Annexation Areas, and in consideration of the City relieving the County of the burden of providing local public services in the Annexation Areas, the County will provide the City with a payment from the annexation initiative incentive reserve funds and shall pre-fund certain roadway improvements in advance of annexation.

   a. The payment of annexation incentive reserve funds for the annexation of both Annexation Areas shall total $1,250,000 composed of County Current Expense ("CX") Funds. The payment shall be made within 30 days following the effective date of the annexation of the Annexation Areas; provided that half the amount payable may be transferred to the City upon its request in advance of the effective date but after final action by the City Council to accept the annexation after certification of the successful election.
b. In addition to the annexation incentive fund payment described in paragraph 3.a above, the County shall cause to be completed roadway overlay improvements in the Annexation Areas valued at $500,000. The road funding shall be committed to a designated overlay project(s) by the County after the City Council acts to accept annexation of the Annexation Areas following voter approval of annexation. The roadway improvements shall be specifically targeted to roadways that are not currently subject of a scheduled overlay project and which have a pavement rating of less than forty percent, and the specific roadway segments to be improved shall be selected by the County Roads Division in consultation with the Director of the City Public Works Department. Such improvements shall to the extent practicable be completed prior to the effective date of the annexation, but in any event as soon thereafter as possible.

c. In the event that both annexation propositions are not approved by the voters, then the payment of annexation incentive reserve funds shall be apportioned as follows:
   1. For the annexation of Lea Hill: $1,125,000 in CX funds and $450,000 in road overlays.
   2. For the annexation of West Hill: $125,000 in CX funds and $50,000 in road overlays.

d. No annexation incentive funds shall be owed to the City under this Agreement for an annexation of either Lea Hill or West Hill effective after January 1, 2008.

4. RECORDS TRANSFER. Upon approval of the annexation by voters and acceptance thereof by the City, the County shall work with the City to transfer to the City public records including but not limited to record drawings or construction drawings that are requested by the City related to transferred facilities and properties within the areas so annexed. The City shall send a written request for records to the director of the County division holding such records. Alternately, the City may request in writing that such director schedule a records transfer meeting at which City representatives shall meet with County department representatives in order to review and identify records to be copied and/or transferred consistent with the terms of this Section 4. The request shall provide sufficient detail to allow the County to identify and locate the requested records. The County shall make its best effort to provide the documents within forty-five (45) days of the request. The County may elect to provide original records or copies of records. The County shall not be required to provide records that are not reasonably available or to create records or compilations that have not already been created. The County shall provide the City free of charge one set of records meeting the requirements of this section. Notwithstanding anything in this section to the contrary, sheriff records transfers will be subject to the provisions of Section 8 and Exhibit G.

5. DEVELOPMENT PERMIT PROCESSING. Upon the effective date of the annexation of either Annexation Area, the terms of this Agreement attached hereto as
Exhibit B shall go into effect with respect to development permit processing in the area annexed.

6. SURFACE WATER MANAGEMENT AND GREENBELT PROPERTIES

a. Transfer of Drainage Facilities and Drainage Facility Property Interests.
   i. Upon the effective date of annexation for the area in which the “Drainage Facilities” identified in Exhibit C, attached hereto and incorporated herein by reference, are located, those Drainage Facilities which are held by the County as specifically identified in Tables A-1, C-1 and C-2 of Exhibit C shall automatically be transferred from the County to the City, and the City shall assume ownership and full and complete responsibility for the operation, maintenance, repairs, and any subsequent improvements to the Drainage Facilities. The Drainage Facilities identified in Tables B-1 and B-2 of Exhibit C shall not be transferred but shall remain in private ownership. The City has the right but not the obligation to inspect the facilities identified in Tables B-1 and B-2 from and after the effective date of annexation.
   ii. The County shall upon the effective date of annexation for the area in which the “Drainage Facility Property Interests” identified in Exhibit D, attached hereto and incorporated herein by reference, are located, convey by quit claim deed in substantially the form in Exhibit E, attached hereto and incorporated by reference, to the City, and the City shall accept, the Drainage Facility Property Interests, subject to all rights, conditions, covenants, obligations, limitations and reservations of record for such property interests. The City agrees to abide by and enforce all rights, conditions, covenants, obligations, limitations and reservations for the Drainage Facility Property Interests.
   iii. The County is willing to provide surface water management services and maintenance for either or both Lea Hill and West Hill Annexation Areas via separate written agreement between the Parties.
   iv. Both parties will make staff available to identify and review any additional County-owned local drainage facilities, easements, and other property interests within the Annexation Areas that should appropriately be conveyed to the City. Such facilities and other property interests include those for which the County's facility acceptance process has not yet been completed, including both projects being constructed by the County as well as projects subject to County approval that are constructed by third parties. Any such additional County-owned drainage properties or other property interests shall be transferred to the City pursuant to this Agreement and upon County approval, including if necessary the adoption of an ordinance authorizing the transfer of King County owned drainage properties and property interests. The transfer of responsibility for drainage facilities shall be documented in writing, including specific facilities transferred and the date of transfer and such documentation signed by the appropriate City representative and the Director of the King County Water and Land Resources Division.
b. **Transfer of Greenbelt Properties.**

The County shall upon the effective date of annexation for the area in which the "Greenbelt Properties" identified in Exhibit F, attached hereto and incorporated herein by reference, are located, convey by quit claim deed in substantially the form in Exhibit E, attached hereto and incorporated by reference, to the City, and the City shall accept, the Greenbelt Properties, subject to all rights, conditions, covenants, obligations, limitations and reservations of record for such property interests. The City agrees to abide by and enforce all rights, conditions, covenants, obligations, limitations and reservations for the Greenbelt Properties. The deeds for the Greenbelt Properties shall contain the restrictions intended to preserve the use of said properties as greenbelts restricted to use as open space and passive recreation, as were placed on the properties at the time of their conveyance to King County, all as more specifically described in said deeds. The City covenants that it shall place said restrictions in any deed conveying any or a portion of the Greenbelt Properties.

c. **Condition of and Responsibility for Operations, Maintenance, Repairs, and Improvements of Drainage Facilities, Drainage Facility Property Interests, and Greenbelt Properties.**

i. The City agrees to accept the Drainage Facilities, Drainage Facility Property Interests and Greenbelt Properties in AS IS condition, and to assume full and complete responsibility for all operations, maintenance, repairs, and improvements of the Drainage Facilities, Drainage Facility Property Interests and Greenbelt Properties.

ii. King County does not make and specifically disclaims any warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose, with respect to the Drainage Facilities, Drainage Facility Property Interests and Greenbelt Properties and no official, employee, representative or agent of King County is authorized otherwise.

iii. The City acknowledges and agrees that except as indicated in paragraph 6(d)(ii), the County shall have no liability for, and that the City shall release and have no recourse against the County for, any defect or deficiency of any kind whatsoever in the Drainage Facilities, Drainage Facility Property Interests or Greenbelt Properties without regard to whether such defect or deficiency was known or discoverable by the City or the County.

d. **Environmental Liability related to the Drainage Facilities, Drainage Facility Property Interests and Greenbelt Properties.**

i. "Hazardous Materials" as used herein shall mean any hazardous, dangerous or toxic wastes, materials, or substances as defined in state or federal statutes or regulations as currently adopted or hereafter amended.
ii. Nothing in this agreement shall be deemed to waive any statutory claim for contribution that the City might have against the County under federal or state environmental statutes that arises from hazardous materials deposited or released on the Drainage Facilities, Drainage Facility Property Interests or Greenbelt Properties by the County during the County's period of ownership. The City may not, however, assert such a claim to the extent that the City creates the need for or exacerbates the cost of remediation upon which a statutory claim for contribution is based as a result of the City performing construction activities on, changing the configuration of, or changing the use of the Drainage Facilities, Drainage Facility Property Interests or Greenbelt Properties.

iii. If the City discovers the presence of hazardous materials at levels that could give rise to a statutory claim for contribution against the County it shall immediately notify the County in writing. The parties shall make their best efforts to reach agreement as to which party is responsible for remediation under the terms of this Agreement prior to undertaking any remediation.

iv. In no event shall the County be responsible for any costs of remediation that exceed the minimum necessary to satisfy the state or federal agency with jurisdiction over the remediation.

e. Indemnification related to Drainage Facilities, Drainage Facility Property Interests and Greenbelt Properties.

i. King County shall indemnify and hold harmless the City and its elected officials, officers, agents or employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, arising from those occurrences related to the Drainage Facilities, Drainage Facility Property Interests and Greenbelt Properties that occurred prior to the effective date of annexation, except to the extent that indemnifying or holding the City harmless would be limited by Section 6(c) of this Agreement. In the event that any suit based upon such a claim, action, loss or damage is brought against the City or the City and King County, King County shall defend the same at its sole cost and expense and, if final judgment be rendered against the City and its elected officials, officers, agents and employees or jointly against the City and King County and their respective elected officials, officers, agents and employees, King County shall satisfy the same.

ii. The City shall indemnify and hold harmless King County and its elected officials, officers, agents and employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, arising from those occurrences related to the Drainage Facilities and Drainage Facility Property Interests that occur on or after the
effective date of annexation, except to the extent that indemnifying or holding
the County harmless would be limited by Section 6(c) of this Agreement. In
the event that any suit based upon such a claim, action, loss or damage is
brought against King County or King County and the City, the City shall
defend the same at its sole cost and expense and, if final judgment be rendered
against King County and its officers, agents and employees or jointly against
King County and the City and their respective officers, agents and employees,
the City shall satisfy the same.

iii. For a period of three years following transfer, each party to this Agreement
shall immediately notify the other of any and all claims, actions, losses or
damages that arise or are brought against that Party relating to or pertaining to
the Drainage Facilities, Drainage Facility Property Interests or Greenbelt
Properties.

iv. Each Party to this Agreement agrees that its obligations under this paragraph
extend to any claim, demand, and/or cause of action brought by or on behalf
of any employees, or agents. For this purpose, each Party to this Agreement,
by mutual negotiation, hereby waives, with respect to the other party only, any
immunity that would otherwise be available against such claims under the
Industrial Insurance provisions of Title 51 RCW, but only to the extent
necessary to indemnify the other party.

v. The provisions of this Section 6 shall survive the expiration or termination of
this Agreement.

7. **JAIL SERVICES.** On and after the effective date of annexation, the Annexation
Areas are subject to the existing Interlocal Agreement between King County and the
City of Auburn for Jail Services. All misdemeanor crimes that occur in the
Annexation Area prior to the date of annexation will be considered crimes within the
jurisdiction of King County for the purposes of determining financial responsibility
under said Interlocal Agreement for Jail Services. All misdemeanor crimes that occur
in the Annexation Area on or after the date of annexation will be considered crimes
within the jurisdiction of the City for purposes of determining financial responsibility
under the Interlocal Agreement for Jail Services.

8. **POLICE SERVICES.** On and after the effective date of the annexation, police
service responsibility within the Annexation Areas will be transferred to the City.
Criminal cases and investigations pending in the County prior to the effective date of
the annexation remain the responsibility of the County. The parties shall implement
the police transition plan attached hereto at **Exhibit G.** In addition to the provisions
of that transition plan, the parties further agree as follows:

a. **Sharing of community information:** The County agrees to provide community
contact lists that the County may have regarding the Annexation Areas to the City
upon request. These lists may include, but are not limited to: members of block
watch programs, community groups, and/or homeowner’s associations. The lists
shall be provided to the City within 90 days of the effective date of the
annexation.

b. Annexation of Emergency Response (911) Services: The City and County agree
to coordinate the transfer of emergency response (911) services in the Annexation
Areas.

9. DISTRICT COURT SERVICES TRANSITION. The County will be responsible for
the prosecution and payment of any fees or assessments associated with,
misdemeanor criminal cases filed by the County prior to the effective date of
annexation. The City will be responsible for the prosecution of, and payment of court
filing fees and other fees associated with misdemeanor criminal case filed by the City
from and after the effective date of annexation, regardless of the time of the events
from which the misdemeanor arose.

10. STATUS OF COUNTY EMPLOYEES. Subject to City civil service rules and state
law, the City agrees to consider the hiring of County employees whose employment
status is affected by the change in governance of the Annexation Areas where such
County employees make application with the City per the City’s hiring process and
meet the minimum qualifications for employment with the City, and provided further
that the City’s consideration of hiring affected sheriff department employees shall be
governed by the provisions set forth in RCW 35.13.360 et seq. The County shall in a
timely manner provide the City with a list of those affected employees.

11. CITY URBAN SEPARATOR ZONING ON LEA HILL. The City and County agree
that prior to the effective date of annexation, the City will amend its comprehensive
land use plan and zoning to designate the entire Lea Hill urban separator at a
residential density of one home per acre with mandatory lot clustering and ensure
such zoning is effective as of the effective date of annexation. This shall not preclude
the City from seeking a change in the designation of the Lea Hill Urban Separator in
the Countywide Planning Policies (CPPs) in the future, and if approved, the City
would be able to rezone the Lea Hill Urban Separator consistent with any such
change in the CPPs.

12. ANNEXATION AREA BOUNDARIES TO INCLUDE ROADWAYS BOUNDING
AGRICULTURAL PRODUCTION DISTRICTS. The parties agree that, subject to
approval by the Boundary Review Board, any and all county roadways located on the
edge of the Annexation Area adjacent to or abutting the Green River Agricultural
Production District(s), shall be included within the Annexation Area.

a. The parties agree to work collaboratively to resolve issues relating to policing
authority and road maintenance responsibility within the Green River Agricultural
Production District, including considering the option of transitioning those
responsibilities from the County to the City and/or the Cities of Kent and Federal
Way, and to seek to include the Cities of Kent and Federal Way in such
discussions.
13. CONTINUED ANNEXATION EFFORTS RELATED TO REMAINING UNINCORPORATED ISLANDS WITHIN CITY BOUNDARIES. The parties agree to work collaboratively in support of the near-term annexation by the City of the remaining small unincorporated island territories and Potential Annexation Areas within or adjacent the current City boundaries, including specifically the areas known as the “Totem area,” the “Klump area” and the area of state-owned property adjacent to the southwest portion of the intersection of State Route 167 and South 277th Street.

14. ADMINISTRATION AND CONTACT PERSONS. The Parties stipulate that the following persons shall be the administrators of this Agreement and shall be the contact person for their respective jurisdiction.

<table>
<thead>
<tr>
<th>City of Auburn</th>
<th>King County</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mayor</td>
<td>Director, Office of Management and Budget</td>
</tr>
<tr>
<td>City of Auburn</td>
<td>King County</td>
</tr>
<tr>
<td>25 West Main Street</td>
<td>Suite 3200</td>
</tr>
<tr>
<td>Auburn, WA 98001-4998</td>
<td>Seattle, WA 98104</td>
</tr>
</tbody>
</table>

15. COMPLIANCE WITH LAWS. Each Party accepts responsibility for compliance with federal, state, and local laws and regulations. Specifically, in meeting the commitments encompassed in this Agreement, all parties will comply with, among other laws and regulations, the requirements of the Open Meetings Act, Public Records Act, Growth Management Act, State Environmental Policy Act, and Annexation Statutes. The Parties retain the ultimate authority for land use and development decisions within their respective jurisdictions as provided herein. By executing this Agreement, the Parties do not purport to abrogate the decision-making responsibility vested in them by law.

16. INDEMNIFICATION.

The following indemnification provisions shall apply to the entirety of this Agreement except for: (1) Section 6 concerning Drainage Facilities, Drainage Facility Property Interests and Greenbelt Properties, which Section shall be controlled exclusively by the provisions therein and (2) Exhibit B relating to Development Permit Processing which Exhibit contains separate indemnification provisions.

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 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, and 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.

b. 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.

c. 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.

d. The provisions of this Indemnification Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

17. GENERAL PROVISIONS.

a. **Entire Agreement.** This Agreement together with all Exhibits hereto contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements shall be effective for any purpose.

b. **Road Levy Tax.** The County's collection and disbursement of road levy tax within the Annexation Area(s) shall be in accordance with state law.

c. **Filing.** A copy of this Agreement shall be filed with the Auburn City Clerk and recorded with the King County Recorder's Office.

d. **Records.** Until December 31, 2013, any of either party's records related to any matters covered by this Intergovernmental Agreement not otherwise privileged shall be subject to inspection, review, and/or audit by either party at the requesting party's sole expense. Such records shall be made available for inspection during regular business hours within a reasonable time of the request. Other provisions of this section notwithstanding, police/sheriff records shall be
retained according to the state records retention schedule as provided in RCW Title 42 and related Washington Administrative Code provisions.

e. Amendments. No provision of this Agreement may be amended or modified except by written agreement signed by the Parties.

f. Severability. If one or more of the clauses of this Agreement is found to be unenforceable, illegal, or contrary to public policy, the Agreement will remain in full force and effect except for the clauses that are unenforceable, illegal, or contrary to public policy.

g. Assignment. Neither the City nor the County shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party.

h. Successors in Interest. Subject to the foregoing subsection, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs, and assigns.

i. Dispute Resolution. The Parties should attempt if appropriate to use a formal dispute resolution process such as mediation, through an agreed-upon mediator and process, if agreement cannot be reached regarding interpretation or implementation of any provision of this Agreement. All costs for mediation services would be divided equally between the Parties. Each jurisdiction would be responsible for the costs of their own legal representation.

j. Attorneys' fees. In the event either of the Parties defaults on the performance of any terms of this Agreement or either Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, each Party shall pay all its own attorneys' fees, costs and expenses.

k. No waiver. Failure of either the County or the City to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default.

l. Applicable Law. Washington law shall govern the interpretation of this Agreement. King County shall be the venue of any arbitration or lawsuit arising out of this Agreement.

m. Authority. Each individual executing this Agreement on behalf of the City and the County represents and warrants that such individuals are duly authorized to execute and deliver the Agreement on behalf of the City or the County.

n. Notices. Any notices required to be given by the Parties shall be delivered at the addresses set forth above in Section 14. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail,
postage prepaid, to the addresses set forth above in Section 14. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

o. **Performance.** Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

p. **Equal Opportunity to Draft.** The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any party upon a claim that that party drafted the ambiguous language.

q. **Third Party Beneficiaries.** 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 provision set forth herein.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

**CITY OF AUBURN:**

[Signature]

Peter B. Lewis, Mayor

Date: **FEB - 2 2007**

**KING COUNTY:**

[Signature]

Ron Sims, Executive

Date: **2-20-2007**

**ATTEST:**

[Signature]

City Clerk

DATED: **FEB - 2 2007**

**ATTEST:**

DATED: **February 16, 2007**

Approved as to Form:

[Signature]

City Attorney

Approved as to Form:

[Signature]

Sr. Deputy Prosecuting Attorney
STATE OF WASHINGTON)  
COUNTY OF KING  

) SS

On this 23rd day of January, 2007, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that Peter B. Lewis signed and sealed the said instrument as his free and voluntary act and deed for the uses and purposed therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

[Signature]
Notary Public in and for the State of Washington, residing at King Co., Federal Way, WA  
City and State

My appointment expires 03.29.07

STATE OF WASHINGTON)  
COUNTY OF KING  

On this 20th day of February, 2007, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that Ronald C. Sims signed and sealed the said instrument as his free and voluntary act and deed for the uses and purposed therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

[Signature]
Notary Public in and for the State of Washington, residing at Seattle, WA  
City and State

My appointment expires 8/1/08
Exhibit A

Description of Annexation Areas

Lea Hill Proposed Annexation Area

Legal Description

(subject to changes approved by the King County Boundary Review Board)

Those portions of Sections 3, 4, 5, 7, 8, 9, 10, 16, and 17, Township 21 North, Range 5 East, and Sections 32, and 33, Township 22 North, Range 5 East, Willamette Meridian in King County, Washington described as follows:

Beginning at the northwest corner of the northeast quarter of the southwest quarter of said Section 32, said point also being a point on the City Limits of Kent, as annexed under Kent City Ordinance No. 3241;

Thence in a southeasterly direction, along said city limits, to an intersection with the westerly right-of-way margin of SR-18 (aka P.S.H. No. 2);

Thence in a southwesterly direction, along said west margin, to an intersection with the west line of the east half of the east half of said Section 16;

Thence in a northerly direction, along said west line, to an intersection with the north line of said Section 16;

Thence in a westerly direction, along said north line, to an intersection with the west line of the east half of said Section 16;

Thence in a southerly direction, along said west line, to an intersection with the north line of the south half of said Section 16;

Thence in a westerly direction, along said north line, and the north line of the south half of said Section 17, to an intersection with the City Limits of Auburn as annexed under Auburn City Ordinance No. 5346;

Thence in a northeasterly direction, along said City Limits, to an intersection with the City Limits of Auburn as annexed under Auburn City Ordinance No. 5937;

Thence in easterly, northerly, and westerly directions, along said City Limits, to an intersection with the City Limits of Auburn as annexed under said Auburn City Ordinance No. 5346;

Thence in a northerly direction, along said City Limits, to an intersection with the City Limits of Auburn as annexed under Auburn City Ordinance No. 5986;

Thence in easterly, northerly, and westerly directions, along said City Limits, to
an intersection with the City Limits of Auburn as annexed under said Auburn City
Ordinance No. 5346;

Thence in northerly, westerly, and southwesterly directions, along said City
Limits, to an intersection with the City Limits of Auburn as annexed under Auburn
City Ordinance No. 5088;

Thence in southwesterly, and easterly directions, along said City Limits, to an
intersection with the City Limits of Auburn as annexed under said Auburn City
Ordinance No. 5346;

Thence in southerly, and westerly directions, along said City Limits, to an
intersection with the City Limits of Auburn as annexed under Auburn City
Ordinance No. 2220;

Thence in a northwesterly direction, along said City Limits, to an intersection with
the City Limits of Auburn as annexed under Auburn City Ordinance No. 1300;

Thence in northwesterly, and northeasterly directions, along said City Limits, to an
intersection with the City Limits of Auburn as annexed under Auburn City
Ordinance No. 5516;

Thence in northeasterly, northwesterly, and northeasterly directions, along said
City Limits, to an intersection with the City Limits of Auburn as annexed under
Auburn City Ordinance No. 3266;

Thence in northeasterly, and northwesterly directions, along said City Limits, to an
intersection with the east line of the west half of the west half of said Section 5;

Thence in a northerly direction, along said east line, and the east line of the west
half of the west half of said Section 32, to the point of beginning;

Except those portions as annexed to the City of Auburn under Auburn City
Ordinances 3889, 5980, 5982, and 5983, and those portions as annexed to the
City of Kent under Kent City Ordinances 2743;

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West Hill Proposed Annexation Area
Legal Description
(subject to changes approved by the King County Boundary Review Board)

Those portions of Sections 2, 11, 14, and 15, Township 21 North, Range 4 East, and Section 35, Township 22 North, Range 4 East, Willamette Meridian in King County, Washington described as follows:

Beginning at the intersection of the south right-of-way margin of South 288th Street and the east right-of-way margin of 55th Avenue South, in the northwest quarter of the northwest quarter of said Section 2;

Thence in a northerly direction, along said east margin, to an intersection with the north line of the south half of the south half of the southwest quarter of said Section 35, said point also being on the south line of Tract B, in the Plat of Woodbrook Division No. 1, recorded in Volume 190 of Plats, Page 69, records of King County, Washington;

Thence in an easterly direction, along said north line, to an intersection with the east line of the west half of the west half of said Section 35;

Thence in a northerly direction, along said east line, to an intersection with the north line of the south half of the south half of said Section 35;

Thence in an easterly direction, along said north line, and the north line of the south half of the south half of said Section 36, to an intersection with the east right-of-way margin of SR – 181 (aka 68th Avenue South, West Valley Highway);

Thence in a southerly direction, along said east margin, to an intersection with the City Limits of Auburn as annexed under Auburn City Ordinance No. 3990;

Thence in westerly, southerly, and easterly directions, along said City Limits, to an intersection with the City Limits of Auburn as annexed under Auburn City Ordinance No. 2605;

Thence in southerly, and easterly directions, along said City Limits, to an intersection with the City Limits of Auburn as annexed under Auburn City Ordinance No. 4139;

Thence in southerly, and easterly directions, along said City Limits, to an intersection with the City Limits of Auburn as annexed under Auburn City Ordinance No. 1913;

Thence in a southerly direction, along said City Limits, to an intersection with the City Limits of Auburn as annexed under Auburn City Ordinance No. 4606;
Thence in westerly, and southerly directions, along said City Limits, to an intersection with the City Limits of Auburn as annexed under Auburn City Ordinance No. 1999;

Thence in southerly, westerly, and southerly directions, along said City Limits, to an intersection with the City Limits of Auburn as annexed under said Auburn City Ordinance No. 1913;

Thence in a westerly direction, along said City Limits, to an intersection with the City Limits of Auburn as annexed under said Auburn City Ordinance No. 3915;

Thence in westerly, southerly, and southeasterly directions, along said City Limits, to an intersection with the City Limits of Auburn as annexed under Auburn City Ordinance No. 3457;

Thence in southeasterly, and northeasterly directions, along said City Limits, to an intersection with the City Limits of Auburn as annexed under said Auburn City Ordinance No. 1913;

Thence in southerly, westerly, southerly, and easterly directions, along said City Limits, to an intersection with the City Limits of Auburn as annexed under Auburn City Ordinance No. 4979;

Thence in southerly, and easterly directions, along said City Limits, to an intersection with the City Limits of Auburn as annexed under Auburn City Ordinance No. 5153;

Thence in southerly, and easterly directions, along said City Limits, to an intersection with the City Limits of Auburn as annexed under said Auburn City Ordinance No. 1913;

Thence in a southerly direction, along said City Limits, to an intersection with the City Limits of Auburn as annexed under Auburn City Ordinance No. 1387;

Thence in a southerly direction, along said City Limits, to an intersection with the City Limits of Auburn as annexed under Auburn City Ordinance No. 5987;

Thence in westerly, and southerly directions, along said City Limits, to an intersection with the City Limits of Auburn as annexed under Auburn City Ordinance No. 5988;

Thence in southwesterly, and easterly directions, along said City Limits, to an intersection with the City Limits of Auburn as annexed under said Auburn City Ordinance No. 3242;
Thence in a southerly direction, along said City Limits, to an intersection with the City Limits of Auburn as annexed under Auburn City Ordinance No. 5981;

Thence in westerly, southerly, and easterly directions, along said City Limits, to an intersection with the City Limits of Auburn as annexed under said Auburn City Ordinance No. 1387;

Thence in southerly, and westerly directions, along said City Limits, to an intersection with the City Limits of Auburn as annexed under Auburn City Ordinance No. 2543;

Thence in westerly, and southerly directions, along said City Limits, to an intersection with the south right-of-way margin of South 336th Street;

Thence in a westerly direction, along said south margin, to an intersection with the east line of the west half of the west half of said Section 14;

Thence in a northerly direction, along said east line, to an intersection with the south right-of-way margin of SR-18 (aka P.S.H. No. 2);

Thence in a westerly direction, along said south margin, to an intersection with the easterly right-of-way margin of Peasley Canyon Way;

Thence in a northerly direction, along a line perpendicular to the centerline of Peasley Canyon Road, to an intersection with the northeasterly right-of-way margin of said Peasley Canyon Road;

Thence in a northwesterly direction, along said northeasterly margin, to an intersection with the westerly extension of the south right-of-way margin of South 321st Street;

Thence in an easterly direction, along said south margin, to an intersection with the southerly extension of the east right-of-way margin of 51st Avenue South;

Thence in a northerly direction, along said east margin, to an intersection with the south right-of-way margin of South 288th Street;

Thence in an easterly direction, along said south margin, to the point of beginning.
Exhibit B

Development Permit Processing in Annexation Areas from and after the date of Annexation

Pursuant to the INTERLOCAL AGREEMENT BETWEEN THE CITY OF AUBURN AND KING COUNTY, RELATING TO THE ANNEXATION OF THE LEA HILL AND WEST HILL POTENTIAL ANNEXATION AREAS dated _____, 2007 (the “Agreement”).

1. Pre-annexation Building Permit Applications Filed with King County.

1.1 Except as otherwise specified herein, the County shall continue to review and inspect on behalf of the City all vested building permit applications filed with the County before the effective date of annexation that involve property within the Annexation Areas. Review by the County shall occur in accordance with the regulations under which the applications are vested or to which they are otherwise subject. Any decisions regarding whether or when an application vested shall be made by the City.

Promptly after the annexation election is certified, the City and County shall meet to identify and discuss vested permit applications within the annexation areas. Not more than 10 nor less than 7 calendar days prior to the effective date of the annexation, the County shall provide the City with a list of all permit applications vested under County codes in the areas to be annexed by the City, together with a list of all permit applications filed with the County for which a vesting determination has not yet been made. Updated lists of vested and filed permits shall be provided to the City within 7 calendar days following the effective date of annexation.

1.2 As defined herein, building permits include but are not limited to building permits, mechanical permits and fire systems/fire sprinkler permits.

1.3 County review of building permits pursuant to this Exhibit shall include decisions to approve, condition or deny applications; follow-up inspections; issuance of extensions or completion of extensions; and issuance of ancillary permits, such as fire and mechanical permits that are essential for completion of each original project permit. The County agrees to consult with the City prior to rendering any administratively appealable building-related permit decision.

1.4 The City shall have sole discretion and responsibility on the assessment of required performance financial guarantees and the enforcement or release of financial guarantees required of an applicant to secure compliance with permit or development-related requirements. Notwithstanding the foregoing, upon special written request by the City, the County may agree to assist the City in determining whether to enforce or release particular financial guarantees. Such assistance from the County shall not include the initiation or undertaking of legal actions.
1.5 The County shall review and render decisions on requests for changes to approved building-related plans up to the time that either a certificate of occupancy is issued or final construction approval has been issued for the project, whichever is earlier. Following issuance of a certificate of occupancy or final construction approval, requests for changes to the approved set of plans shall be referred to the City. The City intends to process such requests as new permit applications.

2. Pre-annexation Land Use Permit Applications Filed with King County.

2.1 Except as otherwise specified herein, the County shall continue to review on behalf of the City all vested land use permit applications filed with the County before the effective date of annexation that involve property within the Annexation Areas. Review by the County shall occur in accordance with the regulations under which the applications are vested or to which they are otherwise subject. Any decisions regarding whether or when an application vested shall be made by the City.

2.2 As defined herein, land use permits include but are not limited to conditional use permits, site plan approvals, rezones, reasonable use permits, special use permits, SEPA reviews, shoreline permits and exemptions, short subdivisions, formal subdivisions (preliminary plats and final plats), boundary line adjustments, lot line elimination, binding site plans, plat alterations and amendments, right-of-way permits, clearing and grading permits, and other land use and engineering permits and approvals.

2.3 For those vested land use applications that do not require a public hearing prior to issuance, the County shall render a decision to approve, condition or deny applications; conduct follow-up inspections; and issue extensions or completion of extensions.

2.4 For those vested land use applications that require quasi-judicial or legislative approval or that involve administrative appeals, the County shall prepare a report and recommendation to the City’s designated decision-maker for a final decision. Except as provided in Section 5, the City’s decision-maker shall not be a County employee. The City shall be responsible for scheduling, providing notice, conducting any public hearings or appeals and making any final decision on such applications. County staff shall attend the public hearing to testify with respect to analysis set forth in the County’s report and recommendation.

2.5 For those subdivisions and short subdivisions that have been granted preliminary approval prior to incorporation or annexation or under Section 2.4, the County shall continue its review through engineering plan approval, final plat or short plat approval, and construction inspection approval phases. For each of these post-preliminary review phases, the County shall prepare a recommendation for the City’s designated decision maker. All final decisions on any of the post-preliminary review phases shall be rendered by the City. At the request of the City, County staff shall appear before the City Council to discuss analysis set forth in the County’s final plat approval recommendation.
2.6 The City shall have sole discretion and responsibility on the assessment of required performance and the enforcement or release of financial guarantees required of the applicant to secure compliance with permit or development-related requirements. Notwithstanding the foregoing, upon special written request by the City, the County may agree to assist the City in determining whether to enforce or release particular financial guarantees. Such assistance from the County shall not include the initiation or undertaking of legal actions.

3. Permit Renewal or Extension. The City shall have ultimate authority to determine whether or not to renew a building permit or to renew or extend a land use permit under review or issued by the County in the Annexation Areas.

4. Optional Exclusion of Particular Applications. The City or County may at any time exclude from the provisions of this Exhibit any particular permit(s) or application(s) upon providing to the County or City fifteen calendar days advance written notice. Upon excluding any permit or application from review under this Exhibit, the County shall transmit the file to the City and the City shall assume responsibility for all further processing of such permit(s) or application(s).

5. Optional Hearing Examiner Review. Notwithstanding any other provision in this Exhibit, upon written request by the City, the County may agree to have the King County Hearing Examiner conduct public hearings or appeals on behalf of the City for particular land use or building permit applications. Decisions regarding whether to utilize the County Hearing Examiner for appeal or hearing recommendations or decisions shall be made by the City and County on a case by case basis.

6. SEPA Compliance.

6.1 In order to satisfy the procedural requirements of the State Environmental Policy Act ("SEPA"), the County shall serve as lead agency for all applications processed by the County pursuant to this Exhibit.

6.2 Except as provided in Section 5 hereof, appeals from SEPA threshold determinations and other SEPA matters relating to projects within the City shall be heard by the City.


7.1 Enforcement of Code Requirements. Within sixty days following the date the annexation becomes effective, the County shall provide the City with a list and brief explanation of all Annexation Areas code enforcement cases under review by the County at the time of annexation and shall provide file documents to the City upon request.

7.2 The City shall be responsible for undertaking any code enforcement actions following the date of annexation.
8. **Fees and Reimbursement.**

8.1 In order to cover the costs of processing building and land use permit applications and performing SEPA review in accordance with the terms of this Exhibit, the County is authorized to collect and retain such application and other fees authorized by the County fee ordinances, which shall be adopted by the City and as may be modified at some future date by the County and the City.

8.2 For all applications upon which the County has initiated review and that are subsequently excluded from County processing or transferred to the City pursuant to the terms of this Exhibit, the County will retain the base permit fee and a percentage of fees equivalent to the percentage of permit processing and administration performed by the County on the application. Any remaining application fee amounts received by the County prior to exclusion or transfer shall be promptly forwarded to the City.

9. **Duration.** This Agreement shall take effect upon the effective date of the annexation and shall continue in effect for a period of five years thereafter, unless otherwise terminated or extended. Either party may terminate this Exhibit upon providing at least one hundred and twenty days (120) days written notice to the other party. The Exhibit may be extended as provided in Section 11.

10. **Termination Procedures.** Upon termination of this Exhibit, the County shall cease further processing, enforcement, and related review functions with respect to applications it is processing under this Exhibit. The County shall thereupon transfer to the City those application files and records, posted financial guarantee instruments, and unexpended portions of filing fees for pending land use and building-related applications within the Annexation Areas. Upon transfer, the City shall be responsible for notifying affected applicants that it has assumed all further processing responsibility.

11. **Extension.** Pursuant to a mutual agreement between the parties, this Exhibit may be extended for five additional years or for a lesser agreed upon period. In order to extend the otherwise applicable termination date of this Exhibit, the City shall make a written request to the County not less than sixty (60) days prior to the otherwise applicable termination date. If the parties have not agreed to the extension in writing by the termination date, the Exhibit terminates.

12. **Indemnification.**

12.1 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 Exhibit. 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, and 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.

12.2 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 Exhibit. 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.

12.3 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.

13. **Personnel.** Control of personnel assigned by the County to process applications under this Exhibit shall remain with the County. Standards of performance, discipline and all other aspects of performance shall be governed by the County.

14. **Administration.** This Agreement shall be administered by the Director of the King County Development and Environmental Services or his/her designee, and the City Planning Director, or his/her designee.

15. **Legal Representation.** The services to be provided by the County pursuant to this agreement do not include legal services, which shall be provided by the City at its own expense.

16. **Defined Terms.** Terms used in this Exhibit not otherwise defined shall have the meaning as set forth in the body of the Agreement.
Exhibit C

Drainage Facilities to be Transferred to or Subject to Inspection by City of Auburn upon Annexation of Lea Hill and/or West Hill PAA's

LEA HILL: there are no stormwater system facilities within the Lea Hill PAA.

WEST HILL

Table A-1: Stormwater System Facilities to be transferred to City

<table>
<thead>
<tr>
<th>Facility Name</th>
<th>Facility Address</th>
<th>Facility Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Peasley Canyon Culvert Repair</td>
<td>5100 S Peasley Canyon Rd (approx. location)</td>
<td>Channel</td>
</tr>
<tr>
<td>(Auburn portion - portion also in Federal Way PAA)</td>
<td>SE 312th Way/129th Ave. SE (approx. location)</td>
<td>Channel</td>
</tr>
<tr>
<td>SE 312th Way Drainage Improvement</td>
<td>Dead Horse Canyon ravine east of Green River Community College</td>
<td>pipe</td>
</tr>
<tr>
<td>SE 320th Tightline</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

LEA HILL

Table B-1: Commercial Stormwater Facilities to remain in private ownership, but may be inspected by City

<table>
<thead>
<tr>
<th>Facility Number</th>
<th>FACILITY NAME</th>
<th>FACILITY ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>D95157</td>
<td>Auburn Hills Mobile Home Park</td>
<td>31101 116th Ave SE</td>
</tr>
<tr>
<td>D95478</td>
<td>Green River CC (Maint Bldg)</td>
<td>12401 SE 320th St</td>
</tr>
<tr>
<td>D95480</td>
<td>Green River CC (Lot A)</td>
<td>12401 SE 320th St</td>
</tr>
<tr>
<td>D95481</td>
<td>Green River CC (W of Lot B)</td>
<td>12401 SE 320th St</td>
</tr>
<tr>
<td>D95482</td>
<td>Green River CC (E of Lot B)</td>
<td>12401 SE 320th St</td>
</tr>
<tr>
<td>D95483</td>
<td>Green River CC (Wastewater Train Ctr)</td>
<td>12401 SE 320th St</td>
</tr>
<tr>
<td>D95495</td>
<td>Apostolic Church</td>
<td>5220 S 305th St</td>
</tr>
<tr>
<td>D95945</td>
<td>KC Fire Dist 44</td>
<td>31206 124th Ave SE</td>
</tr>
<tr>
<td>D96008</td>
<td>Green River CC (Lot I)</td>
<td>12401 SE 320th St</td>
</tr>
<tr>
<td>D96325</td>
<td>KC Water Dist 111</td>
<td>28502 124th Ave SE</td>
</tr>
<tr>
<td>D96882</td>
<td>Circle &quot;K&quot; Store</td>
<td>31207 124th Ave SE</td>
</tr>
<tr>
<td>D96960</td>
<td>The Meadows on Lea Hill</td>
<td>12525 SE 312th St</td>
</tr>
<tr>
<td>D97240</td>
<td>Lea Hill Elementary</td>
<td>30908 124th Ave SE</td>
</tr>
<tr>
<td>D97242</td>
<td>Gentrywalk Apartments</td>
<td>12725 SE 312th St</td>
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<tr>
<td>D97243</td>
<td>Gentrywalk Apartments</td>
<td>12725 SE 312th St</td>
</tr>
<tr>
<td>D97251</td>
<td>Green River Com College</td>
<td>12401 SE 320th St</td>
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<tr>
<td>D97427</td>
<td>Family of Grace Lutheran Church</td>
<td>31317 124th Ave SE</td>
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<tr>
<td>D97429</td>
<td>Green River CC (Student Ctr)</td>
<td>12035 SE 320th St</td>
</tr>
<tr>
<td>D97447</td>
<td>Rainier Junior High</td>
<td>30620 116th Ave SE</td>
</tr>
<tr>
<td>Facility Number</td>
<td>FACILITY NAME</td>
<td>FACILITY ADDRESS</td>
</tr>
<tr>
<td>-----------------</td>
<td>------------------------------</td>
<td>------------------</td>
</tr>
<tr>
<td>D97528</td>
<td>College Place Mobile Home Court</td>
<td>31600 126th Ave SE</td>
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<tr>
<td>D97529</td>
<td>College Place Mobile Home Court</td>
<td>31600 126th Ave SE</td>
</tr>
<tr>
<td>D97981</td>
<td>Campus Village Townhomes</td>
<td>12100 SE 312th St</td>
</tr>
</tbody>
</table>

**WES T HILL**

Table B-2: Commercial Stormwater Facilities *to remain in private ownership*, but may be inspected by City

<table>
<thead>
<tr>
<th>Facility Number</th>
<th>FACILITY NAME</th>
<th>FACILITY ADDRESS</th>
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</thead>
<tbody>
<tr>
<td>D98200</td>
<td>Meredith Hill Elementary School</td>
<td>5830 S 300th St</td>
</tr>
<tr>
<td>D98750</td>
<td>Country Chase Townhomes</td>
<td>31306 121st Ln SE</td>
</tr>
<tr>
<td>DT0051</td>
<td>Cedar Ridge Estates</td>
<td>29620 55th Pl S</td>
</tr>
</tbody>
</table>

**LEA HILL**

Table C-1: Stormwater Facilities Serving Residential Development to be Transferred to City

<table>
<thead>
<tr>
<th>Facility Number</th>
<th>FACILITY NAME</th>
<th>FACILITY ADDRESS</th>
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</thead>
<tbody>
<tr>
<td>D90135</td>
<td>Townsend Addition</td>
<td>11404 82nd Pl S</td>
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<tr>
<td>D90170</td>
<td>College Hill Estates</td>
<td>12005 SE 316th St</td>
</tr>
<tr>
<td>D90307</td>
<td>Hillis Hills Div 1</td>
<td>5300 S 296th St</td>
</tr>
<tr>
<td>D90380</td>
<td>Rainier Ridge</td>
<td>31809 126th Ave SE</td>
</tr>
<tr>
<td>D90472</td>
<td>Grand Firs</td>
<td>5125 S 302nd pl</td>
</tr>
<tr>
<td>D90752</td>
<td>East Hill Vista</td>
<td>10611 SE 291st St</td>
</tr>
<tr>
<td>D91105</td>
<td>Hillis Hills #4</td>
<td>30014 58th Pl S</td>
</tr>
<tr>
<td>D91133</td>
<td>Hillis Hills #5</td>
<td>5609 S 297th St</td>
</tr>
<tr>
<td>D91246</td>
<td>Park Ridge 1 &amp; 2</td>
<td>6117 S 296th Ct</td>
</tr>
<tr>
<td>D91407</td>
<td>Hillcrest West</td>
<td>5146 S 288th St</td>
</tr>
<tr>
<td>D91410</td>
<td>College View</td>
<td>31636 122nd Ave SE</td>
</tr>
<tr>
<td>D91523</td>
<td>Bristol Heights</td>
<td>6361 S 298th Pl</td>
</tr>
<tr>
<td>D91534</td>
<td>College Green North</td>
<td>11822 SE 322nd St</td>
</tr>
<tr>
<td>D91535</td>
<td>College Green North</td>
<td>32214 116th Ave SE</td>
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<tr>
<td>D91565</td>
<td>Park Place North I &amp; II</td>
<td>29208 55th Ave S</td>
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<td>Sunnybrook Place</td>
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<td>Sunnybrook Place</td>
<td>31410 117th Pl SE</td>
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<tr>
<td>D91679</td>
<td>Green River Estates</td>
<td>116th SE &amp; SE 321st St</td>
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<td>D91680</td>
<td>Green River Estates</td>
<td>11825 SE 321st Pl</td>
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<tr>
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<td>Willow Park</td>
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<tr>
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<td>Willow Park</td>
<td>30600 124th Ave SE</td>
</tr>
<tr>
<td>D91864</td>
<td>Willow Park</td>
<td>12600 SE 306th St</td>
</tr>
<tr>
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<td>Willow Park</td>
<td>127th Pl SE &amp; SE 307th St</td>
</tr>
<tr>
<td>--------</td>
<td>-------------</td>
<td>---------------------------</td>
</tr>
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<td>12729 SE 318th Wy</td>
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<td>D92141</td>
<td>McConnell SP 1080026-27</td>
<td>5402 S 321st St</td>
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<td>D92167</td>
<td>Green Meadows South</td>
<td>12309 SE 316th St</td>
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<td>D92180</td>
<td>Rainier Shadows 2 Phase 1</td>
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<td>D92190</td>
<td>Mulberry Lane</td>
<td>11517 SE 307th Pl</td>
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<td>D92199</td>
<td>Cimarron Place</td>
<td>30801 116th Ave SE</td>
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<td>Windsor Place</td>
<td>31600 117th Ave SE</td>
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<td>Rainier Shadows 2 Phase 2</td>
<td>SE 309th Pl &amp; 130th Ave SE</td>
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<td>Carrington Bluff</td>
<td>112th Ave SE &amp; SE 301st Wy</td>
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<td>Carrington Bluff</td>
<td>11500 SE 301st Pl</td>
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<td>D92314</td>
<td>Hagadorn Park</td>
<td>12900 SE 306th Ct</td>
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<td>D92316</td>
<td>Hamilton Park</td>
<td>31500 121st Pl SE</td>
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<td>D92460</td>
<td>Goodwin SP</td>
<td>29320 112th Ave SE</td>
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<td>D92535</td>
<td>Ridge at Willow Park Ph 2</td>
<td>30031 129th Ave SE</td>
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<td>D92536</td>
<td>Ridge at Willow Park Ph 1 Tr B</td>
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<td>D92537</td>
<td>Ridge at Willow Park Ph 1 Tr C</td>
<td>30000 124th Ave SE</td>
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<td>10700 SE 293rd St</td>
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<td>Crystal Meadows</td>
<td>12124 SE 303rd Ct</td>
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<td>D92608</td>
<td>Green Wood Lane</td>
<td>30302 51st Ave S</td>
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<td>D92618</td>
<td>Auburn West</td>
<td>5899 S 294th St</td>
</tr>
<tr>
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<td>KCSP 278048 (Edlund)</td>
<td>5611 S 321st St</td>
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<tr>
<td>D92639</td>
<td>Duberry Hill Phase 1</td>
<td>29XX 127 Pl SE</td>
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<td>D92640</td>
<td>Duberry Hill Phase 1</td>
<td>12441 SE 299th Pl</td>
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<td>Carrington Meadows Tr B</td>
<td>11201 SE 299th Pl</td>
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<tr>
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<td>Carrington Meadows Tr C</td>
<td>298XX 114th Wy SE</td>
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<td>D92659</td>
<td>Pacific Ridge</td>
<td>11200 SE 306th Pl</td>
</tr>
<tr>
<td>D92665</td>
<td>Peasley Ridge</td>
<td>32000 53rd Pl S</td>
</tr>
<tr>
<td>D92666</td>
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<td>32001 52nd Ave S</td>
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<td>D92666</td>
<td>Peasley Ridge</td>
<td>32001 52nd Ave S</td>
</tr>
<tr>
<td>D92669</td>
<td>Hillcrest East II, Tr A</td>
<td>29118 53rd Pl S</td>
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<td>D92704</td>
<td>Canterbury Crossing</td>
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</tr>
<tr>
<td>D92714</td>
<td>Crystal Court</td>
<td>31920 116th Ave SE</td>
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<tr>
<td>D92715</td>
<td>AAA 2YR BOND Flora Park</td>
<td>129XX SE 305th Pl</td>
</tr>
<tr>
<td>D92718</td>
<td>Hazelwood Crest Tr B</td>
<td>30802 116th Ave SE</td>
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<tr>
<td>D92785</td>
<td>AAA 2YR BOND Kendall Heights</td>
<td>11702 SE 310th St</td>
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<tr>
<td>D92817</td>
<td>Alpine Meadows</td>
<td>5646 S 295th Pl</td>
</tr>
<tr>
<td>D92819</td>
<td>AAA 2YR BOND Cedar Ridge Estates</td>
<td>29620 55th Pl S</td>
</tr>
<tr>
<td>D92834</td>
<td>AAA 2YR BOND River Rim</td>
<td>10621 SE 290th St</td>
</tr>
<tr>
<td>D92833</td>
<td>AAA 2YR BOND Meadowfield Ridge Tract G</td>
<td>54XX S 296th St</td>
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<tr>
<td>D92833</td>
<td>AAA 2YR BOND Meadowfield Ridge Tract C</td>
<td>294XX 54th Ct S</td>
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</tbody>
</table>
## WEST HILL

Table C-2: Stormwater Facilities Serving Residential Development to be Transferred to City

<table>
<thead>
<tr>
<th>Facility Number</th>
<th>FACILITY NAME</th>
<th>FACILITY ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>D92608</td>
<td>Green Wood Lane</td>
<td>30302 51st Ave S</td>
</tr>
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<td>Auburn West</td>
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<tr>
<td>D92622</td>
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<td>5611 S 321st St</td>
</tr>
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<td>Duberry Hill Phase 1</td>
<td>299XX 127th Pl SE</td>
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<td>D92640</td>
<td>Duberry Hill Phase 1</td>
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</tr>
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<td>D92650</td>
<td>Carrington Meadows Tr B</td>
<td>11201 SE 299th Pl</td>
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<td>Carrington Meadows Tr C</td>
<td>298XX 114th Wy SE</td>
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<td>D92659</td>
<td>Pacific Ridge</td>
<td>11200 SE 306th Pl</td>
</tr>
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<td>Peasley Ridge</td>
<td>32000 53rd Pl S</td>
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<td>AAA 2YR BOND Kendall Heights</td>
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<td>AAA 2YR BOND Cedar Ridge Estates</td>
<td>29620 55th Pl S</td>
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<td>D92837</td>
<td>Tract G</td>
<td>54XX S 296th St</td>
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<tr>
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<td>Tract C</td>
<td>294XX 54th Ct S</td>
</tr>
</tbody>
</table>
Exhibit D

Drainage Facility and Related Property Interests to be Transferred to the City

For Lea Hill

1. Drainage Related Lands held by King County and Described as Follows:

TRACTS E AND J, CARRINGTON BLUFF DIV 1, as per plat recorded in Volume 171 of Plats, pages 024 through 029, records of King County, Washington. (Tax Acc't. 140290-0760 and 140290-0770)

TRACTS B and C, CARRINGTON MEADOWS, as per plat recorded in Volume 204 of Plats, pages 023 through 027, records of King County, Washington. (Tax Acc't. 140295-0570 and 140295-0580)

TRACT A, CEDAR HOLLOW, as per plat recorded in Volume 176 of Plats, pages 078 through 079, records of King County, Washington. Subject to the terms, covenants and restrictions as contained in recorded Lot Line Adjustment 20000321900006. (Tax Acc't. 144611-0140)

TRACT A, COLLEGE VIEW, as per plat recorded in Volume 105 of Plats, pages 060 through 061, records of King County, Washington (Tax Acc't. 168520-0200)

TRACTS B AND C, CRYSTAL COURT, as per plat recorded in Volume 209 of Plats, pages 025 through 026, records of King County, Washington. (Tax Acc't. 186456-0150 and 1864560160)

TRACT C, CRYSTAL MEADOWS, as per plat recorded in Volume 194 of Plats, pages 066 through 067, records of King County, Washington. (Tax Acc't. 188500-0290)

TRACTS O and Q, DuBERRY HILL, as per plat recorded in Volume 194 of Plats, pages 006 through 014, records of King County, Washington. (Tax Acc't. 211100-0980, 211100-1000)

TRACT S, DUBERRY HILL, as per plat recorded in Volume 194 of Plats, pages 066 through 067, records of King County, Washington. (Tax Acc't. 211101-1120)

TRACT Y, DUBERRY HILL PHASE 2, as per plat recorded in Volume 201 of Plats, pages 018 through 025, records of King County, Washington. (Tax Acc't. 211101-1160)
TRACT A, EAST HILL VISTA, as per plat recorded in Volume 120 of Plats, pages 056 through 057, records of King County, Washington. (Tax Acc't. 216155-0090)

TRACT A, FLORA PARK, as per plat recorded in Volume 209 of Plats, pages 075 through 078, records of King County, Washington (Tax Acc't. 258250-0130)

TRACT A, GREEN MEADOWS SOUTH, as per plat recorded in Volume 167 of Plats, pages 046 through 048, records of King County, Washington. (Tax Acc't. 288795-0160)

TRACT A, GREEN RIVER ESTATES, as per plat recorded in Volume 154 of Plats, pages 036 through 039, records of King County, Washington. (Tax Acc't. 289065-0430)

TRACT A, HAGADORN PARK, as per plat recorded in Volume 174 of Plats, pages 075 through 077, records of King County, Washington. (Tax Acc't. 299100-0410)

TRACTS D and E, HAMILTON PARK, as per plat recorded in Volume 168 of Plats, pages 058 through 060, records of King County, Washington. (Tax Acc't. 305670-0170 and 305670-0180)

TRACT B, HAZELWOOD CREST, as per plat recorded in Volume 199 of Plats, pages 028 through 029, records of King County, Washington. (Tax Acc't. 320440-0320)

TRACT C, D, G, H and J, KENDALL HEIGHTS, as per plat recorded in Volume 199 of Plats, pages 017 through 021, records of King County, Washington. (Tax Acc't. 381480-0320, 381480-0330, 381480-0340, 381480-0350, 381480-0360)

TRACTS A and E, KINGSLEY MEADOWS, as per plat recorded in Volume 219 of Plats, pages 019 through 023, records of King County, Washington. (Tax Acc't. 387659-0570 and 387659-0600)

TRACT A, LEEANN MEADOWS as per plat recorded in Volume 206 of Plats, pages 080 through 083, records of King County, Washington. (Tax Acc't. 425020-0200)

TRACT E, MARCHINI MEADOWS AT LEA HILL, as per plat recorded in Volume 227 of Plats, pages 079 through 083, records of King County, Washington. (Tax Acc't. 513780-0760)

TRACTS C, D AND E, PACIFIC RIDGE, as per plat recorded in Volume 177 of Plats, pages 029 through 031, records of King County, Washington. (Tax Acc't. 660078-0140, 660078-0150, 660078-0160)

TRACT A, RAINIER RIDGE DIVISION NO. 1, as per plat recorded in Volume 116 of Plats, pages 001 through 003, records of King County, Washington. (Tax Acc't. 713790-1040)
TRACT A, RAINIER RIDGE DIVISION NO. 2, as per plat recorded in Volume 164 of Plats, pages 064 through 066, records of King County, Washington. (Tax Acc't. 713791-0390)

TRACTS D AND E, RAINIER SHADOWS, as per plat recorded in Volume 167 of Plats, pages 049 through 053, records of King County, Washington. (Tax Acc't. 713795-0790 and 713795-0800)

TRACT C, RAINIER SHADOWS 2, PHASE 1, as per plat recorded in Volume 165 of Plats, pages 093 through 096, records of King County, Washington. (Tax Acc't. 713796-0480)

TRACT B, RIDGE AT WILLOW PARK, as per plat recorded in Volume 182 of Plats, pages 045 through 050, records of King County, Washington. (Tax Acc't. 730040-0950)

TRACT A, RIVER RIM, as per plat recorded in Volume 227 of Plats, pages 021 through 023, records of King County, Washington. (Tax Acc't. 733080-0120)

TRACT A, SERAMONTE, as per plat recorded in Volume 232 of Plats, pages 004 through 008, records of King County, Washington. (Tax Acc't. 769537-0320)

Tract A, KING COUNTY SHORT PLAT 381011, recorded under file number 8205030634 and defined as follows: the east half of the north two thirds of the east half of the west two thirds of the south three fourths of the northwest quarter of the southeast quarter of Section 32, Township 22 North, Range 5 East, W.M.; Less County Road (SE 281st Street); LESS that portion thereof lying north of said County Road (SE 281st Street) Being Lot No.1 of King County Short Plat 674015, recording No. 7512240440 Subject to and together with easements and rights as recorded under Auditor's File # 7510060512, 7706160631, 7510090056 and 7511070089; and also subject to restrictions, conditions and covenants as recorded under Auditor's File # 8204210466.
NOTE: easements shown on the map page of this short plat shall be maintained, repaired and/or rebuilt by the owners of the parcels having legal access therefrom and their heirs, assigns or successors, unless and until such roads are improved to King County standards and are dedicated and accepted by King County for maintenance. (Tax Acc't. 322205-9174)

TRACT B, KING COUNTY SHORT PLAT 381012, recorded under file number 8205030635 and defined as follows: The south half of the west half of the north two thirds of the east half of the west two thirds of the south three fourths of the Northwest Quarter of the Southeast Quarter of Section 32, Township 22 North, Range 5 East, W.M. Being Lot No. 3 of King County Short Plat 674015, recording No. 7512240440 Subject to and together with easements and rights as recorded under Auditor's File # 7510060512, 7706160631, 7510090056 and 7511070089; and also subject to restrictions, conditions and covenants as recorded under Auditor's File # 8204210467.
NOTE: easements shown on the map page of this short plat shall be maintained, repaired and/or rebuilt by the owners of the parcels having legal access therefrom and their heirs, assigns or successors, unless and until such roads are
improved to King County standards and are dedicated and accepted by King County for maintenance. (Tax Acc't. 322205-9175)

TRACT C, KING COUNTY SHORT PLAT L97S0023, as filed under recording number 20001205900009  (Tax Acc't. 052105-9175)

TRACT F, KING COUNTY SHORT PLAT L04S0011, filed under recording number 200503029000001. Said short plat defined as follows: Lot 2 of King County Short Plat 1081032 recorded under 8202220538, said short plat being a portion of the west one half of the southeast quarter of the southwest quarter of Section 4, Township 21, Range 5 (Tax Acc't. 042105-9095)

TRACT D, SUNNY BROOK PLACE, as per plat recorded in Volume 148 of Plats, pages 064 through 066, records of King County, Washington. (Tax Acc't. 809700-0420)

TRACT A, SUNSET MEADOWS, as per plat recorded in Volume 198 of Plats, pages 039 through 042, records of King County, Washington. (Tax Acc't. 813350-0180)

That portion of Lot B, King County boundary Line Adjustment No. L99L0028 Storm drainage tract described as follows: commencing at the most northerly corner of said lot B and proceeding along the Westerly margin of 132° Ave SE South 00°13′40″ East 544.80 feet to the TRUE POINT OF BEGINNING, THENCE continuing along said Westerly margin South 00°13′40″ East 145 feet to a point of curvature, THENCE along a curve to the right having a radius of 25.00 feet and a central angle of 90°00′00″ along an arc distance of 39.27 feet, THENCE South 89°46′20″ West 75.00 feet, THENCE North 00°13′40″ West 170.00 feet, THENCE North 89°46′20″ East 100.00 feet to the TRUE POINT OF BEGINNING. (Tax Acc't. 042105-9084)

VINTAGE HILLS VI, as per plat recorded in Volume 218 of Plats, pages 071 through 075, records of King County, Washington. (Tax Acc't. 894671-0630)

2. All drainage easements dedicated to King County or the public in the following recorded plats:

Drainage easement filed under recording number 20020904000434
Drainage easements filed under recording number 20050302900001

3. The following declarations of covenant:

Declarations of Covenant filed under recording number199902101895
Declarations of Covenant filed under recording number 2002119001587
Declarations of Covenant filed under recording number 20030418001870
Declarations of Covenant filed under recording number 20040820001197

Declarations of Covenant filed under recording number 20041025001329

Declarations of Covenant filed under recording number 20050419000725

Declarations of Covenant filed under recording number 20051006001561

Declarations of Covenant filed under recording number 20060830001276

Declarations of Covenant filed under recording number 20060213001408

Declarations of Covenant filed under recording number 20060216001322

For West Hill

1. Drainage Related Lands held by King County and Described as Follows:

TRACT D, ALPINE MEADOWS, as per plat recorded in Volume 221 of Plats, pages 039 through 042, records of King County, Washington (Tax Acc't. 019265-0170)

FILE 31 PARCEL 26 the West 100 feet of the South 120 feet of the following described parcel: That portion of the Southeast Quarter of the Northwest quarter, of Section 2, Township 21 North, Range 4 East, W.M., King County, Washington, described as follows: Beginning at a point 340 feet West and 20 feet North of the Southeast corner of said subdivision, thence North 310 feet, thence West 320 feet, more or less to the West line of the East Half of said subdivision, thence South 310 feet, thence east 320 feet to the Point of Beginning, Except Roads. Situate in the County of King, State of Washington. (Tax Acc't. 022104-9221)

TRACT A, AUBURN WEST, as per plat recorded in Volume 189 of Plats, pages 069 through 071, records of King County, Washington. (Tax Acc't. 030410-0170)

TRACT A, CEDAR RIDGE ESTATES, as per plat recorded in Volume 214 of Plats, pages 011 through 014, records of King County, Washington. (Tax Acc't. 146090-0150)

TRACT A, GREEN WOOD LANE, as per plat recorded in Volume 191 of Plats, pages 053 through 056, records of King County, Washington. (Tax Acc't. 289555-0340)

TRACT A AND B, HILLCREST EAST II, as per plat recorded in Volume 202 of Plats, pages 071 through 073, records of King County, Washington. (Tax Acc't. 332681-0130 and 332681-0140)
TRACT B, HILLCREST WEST, as per plat recorded in Volume 134 of Plats, pages 085 through 087, records of King County, Washington (Tax Acc't. 332850-0570)

TRACT A, HILLIS HILLS DIV. #1 as per plat recorded in Volume 120 of Plats, pages 087 through 090, records of King County, Washington. (Tax Acc't. 332950-0760)

TRACT B, HILLIS HILLS No. 4, as per plat recorded in Volume 130 of Plats, pages 074 through 076, records of King County, Washington. (Tax Acc't. 332953-0770)

TRACTS C and G, MEADOWFIELD RIDGE, as per plat recorded in Volume 219 of Plats, pages 015 through 018, records of King County, Washington. (Tax Acc't. 541900-0150 and 541900-0170)

TRACT A, PARK PLACE NORTH, as per plat recorded in Volume 144 of Plats, pages 012 through 015, records of King County, Washington. (Tax Acc't. 664877-0330)

PARK RIDGE AND PARK RIDGE Phase II, as per plat recorded in Volume 139 of Plats, pages 001 through 005, records of King County, Washington. (Tax Acc't. 664925-0650)

TRACT D, PEASLEY RIDGE, as per plat recorded in Volume 201 of Plats, pages 066 through 071, records of King County, Washington. (Tax Acc't. 669930-0560)
Exhibit E

AFTER RECORDING RETURN TO:
City of Auburn, Washington

QUIT CLAIM DEED

GRANTOR – KING COUNTY
GRANTEE - CITY OF Auburn
LEGAL - -
TAX NO. – N/A

The Grantor, KING COUNTY, WASHINGTON, a political subdivision of the State of Washington, for and in consideration of mutual benefits, receipt of which is hereby acknowledged, conveys and quit claims unto the Grantee, the CITY OF AUBURN, a municipal corporation of the State of Washington, those certain real property interests, as legally described in Exhibit A, attached hereto and made a part of this Deed together with any after-acquired title which the Grantor may acquire.

Dated this_____ day of______________________, 200__.

KING COUNTY, WASHINGTON

BY_______________________________

TITLE_____________________________

STATE OF WASHINGTON )
) SS
COUNTY OF KING )

I certify that_________________________________ signed this instrument, on oath stated that he was authorized by the King County Executive to execute the instrument, and acknowledged it as the_________________________________ of King County, Washington to be the free and voluntary act of said County for the uses and purposes mentioned in the instrument.

Dated_______________________________

_________________________________
NOTARY PUBLIC in and for the State of Washington, residing at_____________________
My appointment expires_____________________

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Exhibit F

Greenbelt Properties

(located in Lea Hill)

CRESTVIEW TRS NO. 3, as per plat recorded in Volume 074 of Plats, page 009, records of King County, Washington.
SUBJECT TO: conditions of plat as dedicated to King County by plat recorded under Auditor’s File No. 196308155624377 (Tax Acc’t. 184160-0350)
A. Effective Date: Effective Date of the Annexation Areas Annexation

B. Desired outcomes

1. The King County Sheriff’s Office ("KCSO") and City of Auburn ("City") share a goal to work together to ensure that the transition is conducted in a professional manner, and that there are no breaks in service for the residents of the Annexation Areas.

C. Roles and responsibilities

1. The KCSO Contracts Unit is responsible for:
   a. Facilitating the transition process.
   b. Ensuring that all transition elements are addressed and completed.
   c. Working with Precinct Three (for both Lea Hill and West Hill) to address operational components of change.
   d. Working with non-precinct KCSO units to ensure smooth transition.
   e. Serving as primary contact for City of Auburn.

2. The KCSO Precinct Three (for both Lea Hill and West Hill) is responsible for:
   a. Ensuring the operations are smoothly transitioned, including sharing of crime information as requested by the City.

3. The City, including its police department, is responsible for:
   a. Ensuring that the police department is able to provide service in the Annexation Areas beginning on the effective dates of the annexations.
   b. Determining the information needed from the KCSO regarding crime, detective cases, or other law enforcement activities.
   c. Requesting the information identified above in a timely manner.

D. Workload

1. Records
   a. The KCSO will retain all original records for events happening before the effective annexation date in accordance with state records retention schedules. KCSO will provide copies of the records upon written request from the City Police Department, following KCSO protocols.

2. Fingerprinting and Concealed Weapons Permits
   a. Auburn residents can continue to receive these services at KCSO locations, or may go to the City Police for these services.

3. Sex offender tracking, contacts, and notifications
   a. From and after the effective date of the annexation, the City will become responsible for holding community meetings for any sex offenders living in the Annexation Areas, with the exception of already-scheduled
meetings. Further, the City will be responsible for all legally mandated contacts and monitoring. The KCSO retains responsibility for sex offender registration in accordance with applicable statutes.

4. Investigations
   a. KCSO detectives will continue to handle all investigations that are active at the date of annexation, unless otherwise negotiated with the city. At the City’s request, the KCSO will arrange for an information exchange with City detectives in order to pass on information regarding any cases that Auburn will investigate. Investigation of criminal matters occurring from and after the date of annexation will be the responsibility of the City.

E. Emergency 9-1-1 Services (Communication & Dispatch)

1. City Police will be responsible for ensuring that their communications and dispatch services are prepared to take calls from the Annexation Areas beginning on the effective dates of the annexations. This includes arranging for such 9-1-1 calls to be directed to the proper communications center.

2. The KCSO and the E-911 Program Office will be responsible for discontinuing KCSO communication and dispatch service to the Annexation Areas on the effective dates of the annexations. The KCSO and the E-911 Program Office will assist the City’s communications service in making the switch, with the City having primary responsibility. City Police will provide the E-911 Program Office with at least 30 days advance notice of the anticipated effective date of the annexation to allow sufficient time for the E-911 Program Office and Qwest to process E-911 database changes before the effective date of the annexations.

F. Notification to affected units

1. The KCSO Contracts Unit will notify all KCSO units of the annexations, and will work with them to resolve any concerns.
MEMORANDUM OF UNDERSTANDING BETWEEN EXECUTIVE SIMS AND MAYOR LEWIS REGARDING FUNDING OF CERTAIN ACTIVITIES RELATED TO ANNEXATION BY THE CITY OF LEA HILL AND WEST HILL POTENTIAL ANNEXATION AREAS

This Memorandum of Understanding is intended to confirm the agreement of the parties to work together on public outreach in support of the annexation by the City of Auburn of its Potential Annexation Areas ("PAAs"), in furtherance of that separate interlocal agreement negotiated between the City and County on annexation of these areas, which agreement it is anticipated will be approved by the legislative bodies of the City and County by the end of 2006.

In consideration of the City’s willingness to annex the West Hill and Lea Hill PAAs effective January 1, 2008 subject to voter approval, and to engage the residents of those PAAs in a collaborative public outreach effort with King County in support of said annexation the County is willing to: (1) reimburse the City up to $20,000 of the City’s costs for joint public outreach activities in support of annexation of the West Hill and Lea Hill PAAs which activities may include surveys, printing, meeting-related costs and similar activities; and (2) participate with the City in the development and conducting of a series of public outreach meetings for this purpose. The County and City further agree that one of these public outreach meetings shall be conducted in the Lea Hill PAA with property owners in the area of the Lea Hill Urban Separator and that a report on this outreach meeting shall jointly prepared by City and County staff and shall be provided to the Growth Management Planning Council. Outreach activities are planned begin in December 2006 and continue up to the date of the annexation election.

The City and County agree to work collaboratively in developing any survey instruments, and any agendas and materials to be used in the public outreach meetings, which agendas and materials shall be agreed to by the parties in advance of their use. The City will transmit to the King County Office of Management and Budget an electronic copy of all materials used as part of the funded public outreach program.

The payment of funds to the City shall be subject to submittal of invoices from the City confirming the expenditure of funds consistent with this Memorandum. Invoices shall be submitted to the King County Office of Management and Budget. The City shall be responsible for compliance with state laws in respect to expenditure of all funds paid or reimbursed.

This Memorandum of Understanding shall be effective as of the last date signed by the parties. The MOU shall terminate on the date of the annexation election unless extended by mutual agreement of both parties.

Executive Ron Sims
King County

Mayor Peter B. Lewis
City of Auburn

Dated: 12/15/06

Dated: 12/12/06

Auburn Annexation Outreach Funding MOU draft dated 11-6-06
INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF OLYMPIA, THURSTON COUNTY, AND FIRE DISTRICT #9
FOR
ANNEXATION OF CERTAIN LANDS IN THE OLYMPIA URBAN GROWTH AREA
TO THE CITY OF OLYMPIA

Whereas, RCW 35A.14.480 permits annexation by agreement of a fire district, city and county;

Whereas, pursuant to RCW 35A.14.480, an interlocal agreement is required that meets the requirements of the statute;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City of Olympia (OLYMPIA) and Thurston County (County) and Fire District #9 agree as follows:

I. Purpose/Objective

The purpose of this Agreement is to address certain issues pertaining to annexation including those identified at RCW 35A.14.480.

The areas proposed for annexation are attached Exhibit A.

II. Definitions

In this Agreement, the following words shall have the meanings set forth below:

No special definitions are warranted for this agreement.

III. Scope of Agreement

(A) Transfer of revenues and assets between the fire protection district and the code city.

Due to the small size of the annexation area, no assets need to be transferred between the Fire District and the County.

Interlocal Agreement among City of Olympia, Thurston County and Fire District 9
July 23, 2013
Page 1 of 6
(B) Consideration and discussion of the impact to the level of service of annexation on the unincorporated area, and an agreement that the impact on the ability of fire protection and emergency medical services within the incorporated area must not be negatively impacted at least through the budget cycle in which the annexation occurs.

Since Olympia Fire Department already provides primary fire service to the area proposed to be annexed, there is no expected impact to levels of fire service.

(C) A discussion with fire protection districts regarding the division of assets and its impact to citizens inside and outside the newly annexed area.

The areas proposed to be annexed are already primarily served by Olympia Fire Department. Annexation would simply make it more clear that Olympia is responsible to provide fire service.

(D) Community involvement, including an agreed upon schedule of public meetings in the area or areas proposed for annexation.

The City of Olympia will host one public informational meeting on this proposal prior to a final decision by the City Council.

The public meeting will occur at an agreed upon date and time between the City of Olympia, Thurston County and Fire District #9 within the general timeframe of Summer 2013.

(E) Revenue sharing, if any.

No provisions for revenue sharing are applicable to this annexation.

(F) Debt distribution;

No provisions for debt distribution are applicable to this annexation. Continuation and/or assumption of indebtedness by property owners for existing bonds is addressed in Section III(M) of this agreement.

(G) Capital facilities obligations of the code city, county, and fire protection districts.

The City of Olympia will assume responsibility for maintenance of roads and streetlights following annexation.

(H) An overall schedule or plan on the timing of any annexations covered under this agreement.

Interlocal Agreement among City of Olympia, Thurston County and Fire District 9
July 23, 2013
Page 2 of 6
The parties intend to complete the annexations before August 31, 2013. However, due to unforeseen circumstances, the annexation may take longer than that.

(I) A description of which of the annexing code cities' development regulations will apply and be enforced in the area.

The City's development regulations apply and immediately upon the effective date of the annexation ordinance.

(J) Roads and traffic impact mitigation.

Upon annexation, the road maintenance responsibilities shall become the City's. If the County holds any SEPA fees, a portion of which applies to projects within the annexation area, the County will notify the City of such funds.

(K) Surface and storm water management.

Upon annexation, the surface and stormwater maintenance responsibilities shall become the City's.

(L) Coordination and timing of comprehensive plan and development regulation updates.

Comprehensive plan and development regulation updates will continue to be through the joint planning process between the City and County.

(M) Outstanding bonds and special or improvement district assessments:

Property owners will obligated to pay the existing excess levy for Fire District #09 of $.3406 per $1000 of assessed value until the bond is retired. In addition, annexed properties will assume the City's bond indebtedness of $.2420 per $1000 of assessed value.

(N) Annexation procedures.

The method for this annexation is prescribed under RCW 35A.14.480, "Annexation of territory served by fire districts – interlocal agreement process."

(O) Distribution of debt and revenue sharing for annexation proposals, code enforcement, and inspection services:

Interlocal Agreement among City of Olympia, Thurston County and Fire District 9
July 23, 2013
Page 3 of 6
Debt and revenue sharing do not apply to this annexation. Upon annexation, code enforcement shall become the responsibility of the City.

(P) Financial and administrative services; and

Any financial and administrative services that may be necessary for the subject area will be the responsibility of the City following annexation.

(Q) Consultation with other service providers, including water-sewer districts, if applicable.

There are no known water-sewer districts in the areas proposed for annexation.

V. **Entire Agreement**

This Agreement sets forth all terms and conditions agreed upon by the parties and may be amended only in writing.

VI. **Interpretation and Venue**

This Agreement shall be governed by the laws of the State of Washington as to interpretation and performance. The parties hereby agree that venue for enforcement of this agreement shall be the Superior Court of Thurston County.

VII. **Effective Date**

This Agreement shall take effect on the date of the last authorizing signature affixed hereto.

VIII. **Term.**

The term of this agreement shall be in perpetuity.

IX. **General Provisions.**

This agree does not create a separate legal entity. There shall be no jointly acquired real or personal property.

X. **Joint Board**

This Agreement creates no Joint Board and no separate legal entity.
XII. **Recording**

Prior to its entry into force, this Agreement shall be filed with the Thurston County Auditor's Office or posted upon the websites or other electronically retrievable public source as required by RCW 39.34.040.

XIII. **Agreement Administrators and Notice**

Any notice required under this Agreement shall be to the Agreement Administrator designated below at the address listed below and shall become effective three days following the date of deposit in the United States Postal Service.

**City of Olympia Agreement Administrator:**

City Manager, Steve Hall  
Re: Annexation Interlocal  
PO Box 1967  
Olympia, WA 98507-1967

With a copy to:

Attn: City Attorney  
Re: Annexation Interlocal  
PO Box 1967  
Olympia, WA 98507

**Thurston County Agreement Administrator:**

County Manager, Don Krupp  
Re: Annexation Interlocal  
Thurston County Courthouse, Building One, Room 269  
2000 Lakeridge Drive SW, Olympia, WA 98502-1045

**Fire District #09 Agreement Administrator:**

Attn: Fire Chief  
Re: Annexation Interlocal  
125 Delphi Road  
Olympia, WA
CITY OF OLYMPIA

Sandra Romero, County Commissioner

Date: July 30, 2013

Approved as to form:

Sandra Romero, County Commissioner

THURSTON COUNTY

Date: 8/28/13

Approved as to form:

Darren Nienebe DCA
City Attorney

FIRE DISTRICT #09

Steve-North, Fire Chief

Date: 8/8/2013

Approved as to form:

Fire District #09 Attorney

Interlocal Agreement among City of Olympia, Thurston County and Fire District 9
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Date: August 15, 2013
Project: Cooper Point Annexation

EXHIBIT “A”
CITY OF OLYMPIA COOPER POINT ANNEXATION AREA

Cooper Point Annexation Area, situated in the South Half of the Southwest Quarter of Section 9, Township 18 North, Range 2 West, Willamette Meridian, Thurston County, Washington, said Annexation Area is contained and bounded within the following described area:

BEGINNING at the intersection of south right-of-way of 14th Avenue NW (Walnut Road) and the west right-of-way of Cooper Point Road NW;

Thence southerly along the west right-of-way of said Cooper Point Road to the intersection with the South line of the Dickerson Donation Land Claim Number 48;

Thence westerly along said South line to the intersection with the Easterly line of Parcel “L” as shown on Record of Survey recorded under Auditor’s File Number 9404210359;

Thence northerly and westerly tracing said Parcel “L” to the intersection with the south right-of-way of said 14th Avenue NW;

Thence easterly along the south right-of-way of said 14th Avenue NW to the POINT OF BEGINNING.

Said Annexation Area contains 19.2 acres more or less.
Collaborative Planning: Implementation in Spokane County’s Metro Urban Growth Area

December 2009
This Report and Appendices as well as related reports for collaborative planning are available on the Collaborative Planning Web Page:

www.spokanecounty.org/boundary/collaboration
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COLLABORATIVE PLANNING: IMPLEMENTATION REPORT

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APPENDICES

Appendix A. Development Regulations
   1. Spokane County Resolution No. 9-0281 (April 7, 2009)
   2. Spokane County Road Standards - Private Roads and Connectivity (January 2010)
   3. Spokane County Subdivision Ordinance - Connectivity (pending)

Appendix B. Fiscal Strategies
   1. Fiscal and Service Delivery Impacts (May 28, 2008)
   2. Implications of Annexation (June 15, 2008)
   3. Spokane County Fiscal Story (October 23, 2008)
   4. Framework for Revenue Solutions (June 15, 2009)
   5. Spokane County Line of Business Study (September 15, 2009)

Appendix C. Interlocal Agreements
   1. North Division Settlement Agreement (December 11, 2007)
   2. Memorandum of Understanding for Joint Planning (March 4, 2008)
   5. Moran Glenrose Agreement - First Amendment (February 24, 2009)
   6. Turtle Creek Agreement (April 28, 2008)
   7. West Plains Annexation Agreement (December 3, 2009)
A collaborative planning team representing each jurisdiction was established to develop work plans, select consultants, review work products, and set the general direction for the collaborative planning process. Participants on the team were Steve Davenport, AICP, Spokane County; Ken Pelton, AICP, and Louis Meuler, City of Spokane; Scott Kuhta, AICP, and Mike Basinger, AICP, City of Spokane Valley; Marianne Morris and Chip Pilialoha, City of Airway Heights; Doug Smith, City of Liberty Lake; Tom Richardson, AICP, City of Millwood; and Susan Winchell, AICP, Boundary Review Board, who served as the project manager. In addition, the Finance Directors, City Managers and Spokane County elected and appointed officials contributed to the development of the project.

Consultants for the collaborative planning process provided the technical expertise needed to work through the many issues unique to this region and provide the customized solutions required for implementation. Bill Grimes of Studio Cascade worked with the collaborative planning team to develop the land use and development proposals and code and ordinance revisions; presented various proposals to elected officials and planning commissioners; and refined the proposals for implementation. Brett Sheckler of Berk & Associates worked with County and City staffs to develop the data for the fiscal and service delivery issues; met frequently with elected officials to describe implications of the various policy decisions; and assisted the collaborative planning team in setting the direction for the tasks needed. Mike McCormick was instrumental in negotiating the preliminary interlocal agreements establishing much of the framework for the collaborative planning process.

The Washington Department of Community, Trade, and Economic Development provided the funds needed to accomplish much of the work for the collaborative planning process.

Acknowledgements

Any collaborative planning process can only move forward with the commitment and support of the elected officials. Providing policy direction and continuous encouragement for the collaborative planning process are the elected officials for the participating jurisdictions listed below.
Collaborative Planning:
Implementation in Spokane County’s Metro Urban Growth Area

This report documents the collaborative planning efforts undertaken by Spokane County and the cities of Spokane, Spokane Valley, Liberty Lake, Airway Heights, and Millwood. This collaborative approach benefits all Spokane County residents and sets up all jurisdictions for long-term success with this goal:

- Cities will have mechanisms to influence issues of land use, permitting, and infrastructure impacts associated with development in the unincorporated urban growth area.
- The County will have a clear service delivery/revenue structure that allows fiscal sustainability.

By pursuing this goal, Spokane County and the Metro cities have recognized that many of the challenges that they face can best be tackled by working together and by taking a big picture, collaborative approach. Moreover, they have recognized that, in order for Spokane County to achieve its best future, all levels of governments in the county must be healthy and strong.

This report includes descriptions of the work and findings in the following areas:

1. Coordinated Development in Urban Growth Areas
2. Fiscal and Service Delivery in Urban Growth Areas
3. Interlocal Agreements on Collaborative Planning

SPOKANE COUNTY’S METRO URBAN GROWTH AREA
The impetus for a collaborative planning process began in 2006 as a result of frustration with the lack of interlocal agreement for planning in urban growth areas. The Steering Committee of Elected Officials had spent years developing unused templates; there were stacks of unsigned interlocals; annexations were looming; and many lawsuits were pending. In the Spring of 2006, many elected officials and staff familiar with the situation were contacted to find out why progress had not been made and to determine if there was interest in tackling this in a more deliberate manner. Officials weighing in on the issue included the County Commissioners, City Mayors and Council Members, Planning Directors, CTED staff and statewide city and county organizations.

Many reasons were cited for the lack of progress – the land use regulations and development standards were too different, there was a dependency on revenues generated in urban growth areas, joint planning was undefined, and the role of the County as a regional service provider was unclear. However, there was an overall willingness by all of the jurisdictions to try a different approach to resolving some of these perceived conflicts. CTED then stepped in with a pilot grant program for collaborative planning to help in getting the collaborative planning process off the ground.

A collaborative planning team was formed with a representative of each of the jurisdictions in the Metro Urban Growth Area: Spokane County, City of Spokane, City of Spokane Valley, City of Liberty Lake, and the City of Airway Heights. The team proposed beginning the process by determining how all of the development regulations for the cities and the county were different and how they were similar. Each jurisdiction’s planner presented the proposal to the elected body to determine support; each city and the county heartily endorsed the proposal to apply for the pilot collaborative grant that would survey development regulations and see where there were consistency problems.

To get a perspective on how other Washington cities and counties were approaching some of the intergovernmental issues surrounding coordinated planning and development in urban growth areas, the planning directors of Douglas County and East Wenatchee were invited to describe the interlocal agreements that they had adopted and how it was working for them. In addition, representatives from CTED, Association of Washington Cities, and Washington State Association of Counties presented more examples from around the state. This took place at the first Public Officials Luncheon held in June 2006. Elected and appointed officials from the metro jurisdictions all attended and learned how interlocal agreements for planning urban growth areas were set up and how other cities and counties were proceeding.

The collaborative planning team met throughout the summer to develop the work plan for the proposal and to keep the metro jurisdiction elected officials informed.

In November 2006, the metro jurisdictions received a CTED collaborative planning pilot grant for $68,000 to survey local development regulations. Studio Cascade was selected as the consultant for the project. This comparison of development regulations showed that each jurisdictions’ development regulations were very similar to one another. However, some areas of concern did surface such as connectivity, land use, streets, landscaping, design, density, setbacks and the overall process of involving adjacent cities in County land use actions.

In May of 2007, the preliminary results were presented to the Metro Area elected officials at the second Public Officials Luncheon. During the summer of 2007, the consultant and collaborative planning team met with each city council and the County Commissioners to present the findings of the report and solicit input. The results were compiled in the report entitled "Collaborative Planning: Spokane County’s Metro Urban Growth Area".
The report was well received and the question that was consistently asked was: What next? The collaborative planning team identified the next steps for this deliberate process of developing successful planning for urban growth areas:

- Develop coordinated development regulations and review process for urban growth areas.
- Determine fiscal issues associated with urban growth areas for County revenues and service delivery.
- With this basis in place, assist the County and cities to negotiate interlocal agreements for collaborative planning in urban growth areas.

Again, each jurisdiction's planner presented this collaborative idea to each elected body to determine support; each city and the county again heartily endorsed the proposal to apply for a second phase of the collaborative grant.

In December 2007, the collaborating jurisdictions were awarded $150,000 by CTED to build on the first phase of the collaborative planning work and address the tasks identified above. This work took three tracks: 1) coordinated development in urban growth areas; 2) fiscal and service delivery issues for Spokane County surrounding city annexations, and 3) interlocal agreement. Studio Cascade was selected to assist with the work on the development regulations and Berk & Associates was selected to provide the fiscal and service delivery expertise. The services of Mike McCormick, a governmental consultant, were used to successfully complete interlocal agreements already underway.

With the initial work of the collaborative planning coming to a close for Spokane County and the Metro cities, the collaborative planning process is now being expanded to include every city in Spokane County in the further development of a collaborative planning process.

In August 2009, the Spokane County Board of County Commissioners adopted the following Collaborative Planning Principles to guide the development of interlocal agreements for joint planning.

**PRINCIPLES OF COLLABORATIVE PLANNING**

1. A collaborative planning process between the City and the County will benefit both jurisdictions as well as citizens and property owners of the entire region.
2. Consistency between comprehensive plans and regulations together with a coordinated review process for proposed development within the unincorporated Urban Growth Area will encourage development within the Urban Growth Area and facilitate the creation of a vibrant, attractive and economically healthy urban area.
3. Joint planning for growth and development within the unincorporated Urban Growth Area will provide predictability to the City, the County, other service providers, and the citizens in these areas.
4. Efficient and cost-effective provision of urban services within the Urban Growth Area will encourage orderly development.
5. A mutually agreed timeline and sequence for city annexations will offer predictability to cities, the County, service providers, and citizens in the unincorporated Urban Growth Area.
6. Identification of an urban growth area with the adjacent city enables cities, the County, service providers, and citizens to better plan for future development.
7. A mutually agreed upon process between the County and cities for designating and amending urban growth areas adjacent to cities encourages consistent development, efficient delivery of services, and an orderly annexation process.
8. A joint planning process that recognizes the County’s responsibility and authority regarding unincorporated areas, and that is coordinated and consistent with the comprehensive plans and development regulations of the City will promote predictability within the Urban Growth Area that is compatible with future annexation by the City.
9. Commercial, industrial and residential development at urban densities within the existing Urban Growth Area boundary is beneficial to both the cities and the County by allowing more efficient provision of services.
The collaborative planning team considered the various approaches described in the first phase report, "Collaborative Planning: Spokane County’s Metro Urban Growth Area". The team deliberated on the specific strategies that could be pursued to enhance collaboration and provided overall direction for this effort.

The original concept for coordinating planning in urban growth areas involved applying an overlay zone to the Metro Urban Growth Area and establishing specific and common development regulations to the entire area. In addition, a process for notification and involvement of adjacent jurisdictions was developed.

During the month of July 2008, City Councils and Planning Commissions of each participating city as well as the Board of County Commissioners and County Planning Commission were presented with this proposal for compatible development regulations and a coordinated review process. In addition, in the fall, presentations were made to the Spokane Homebuilders’ Association, the Spokane Board of Realtors and the Spokane County Development Task Force. As a result of these meetings, several revisions and refinements were made to the original concept.

Four issues were identified that presented the most threat to compatible land development and planning in urban growth areas:
- private roads;
- street connectivity between and within developments;
- urban design standards; and
- communication and coordination with partner jurisdictions in the development review process.

### 1. Coordinated Development in Urban Growth Areas

The collaborative planning team considered the various approaches described in the first phase report, "Collaborative Planning: Spokane County’s Metro Urban Growth Area". The team deliberated on the specific strategies that could be pursued to enhance collaboration and provided overall direction for this effort.

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- communication and coordination with partner jurisdictions in the development review process.

### Comprehensive Plans: Spokane County Metro Urban Growth Area
**Private Roads**

Private roads are just that, roads owned and maintained by private parties, often homeowners’ associations. In the past, the motivation for using private roads in urban areas has been because they require less land area which allowed more lots, are less expensive to build, have less intensive construction standards, have flexibility in climbing steeper hills, and the ability to be gated for restricted access.

Private roads can work well in rural areas and also in special use applications, like mobile home parks, resorts or other situations where restricted access and an interior circulation system is clearly separate from the public road network and where other controls are in place to ensure public safety.

However, private roads present some problems with urban densities and where urban services are to be provided. They can be narrower and steeper than public roads, they may not be constructed to the strength or width necessary to accommodate public safety vehicles, and often are not maintained as well making it difficult for emergency responders and often, the residents themselves. In addition, private roads restrict the ability of service providers to place utilities in the road.

Since the adoption of Spokane County’s updated development regulations in 2004, private roads are being used less frequently. This is partially due to the increased densities now allowed under the new code, the increased appreciation for public safety access, and also, the realization that roads intended to be maintained by homeowners’ associations often end up as a continuing burden for the original land developer.

The recommendation for private roads in urban areas is to require that private roads meet public road standards, and allow their use only in extenuating circumstances where topography or previously developed conditions indicate that a public road would not be practical. To implement this recommendation, the County’s Roads and Bridges Ordinance are being amended to specify that all roads in the urban area meet the County’s public road standards for curbed roads.

**Street Connectivity**

Connectivity is a system of streets with multiple routes and connections serving the same origins and destinations. Simply put, it allows traffic many ways to get where it needs to go.

Street connectivity is important for many reasons: it reduces travel time by allowing people to avoid out-of-direction trips, it allows people the option of walking or bicycling because routes to schools, parks and businesses are shorter, it allows emergency vehicles like police and fire to respond faster and use alternative routes if one is blocked, it spreads traffic out and reduces vehicle speed, and it reduces overall vehicle miles traveled.

Spokane County’s comprehensive plan supports street connectivity within and between neighborhoods, but the implementing regulations in place are now very limited.

The recommendation for connectivity is to incorporate maximum block lengths and significantly reduce the use of cul-de-sacs to facilitate the development of walkable neighborhoods that handle traffic efficiently. The recommendation is being implemented by amending the Spokane County Subdivision Ordinance and/or Road Ordinance to include these requirements.
Design Standards
Design standards address various aspects of project design, each intended to ensure high levels of function, a human-scale environment and respect for adjoining development. Some examples of features that might be included are sidewalk design, lighting, screening, and treatment of blank walls.

The County has adopted design guidelines that now only apply to development in the County’s Mixed Use zoning district. Many cities also have design guidelines, however they apply to a broad range of zoning categories. Design guidelines often include both advisory and regulatory elements.

Communication
A fundamental component of collaboration is communication. The proposed process invites the Metro area cities to participate actively in the review of County land use actions as well as legislative changes. The cities will have to reconsider their approach to commenting on land use permits, offering the type of constructive, material comments and recommendations the County will need to ensure timely inclusion in the review process. This may be especially important after County codes are amended to address the above issues and may involve more staff time for the cities.

The proposed process adds no more time to project review, but it does provide for city involvement at important stages. Cities will be invited to participate in pre-application meetings, project review, SEPA review and public hearings, with their input included at each point.

The recommendation is to incorporate city comments and recommendations in the planning and development process for the metro urban growth areas. Portions of this process have already been implemented via interlocal agreements and additional conditions are currently being worked out and will be added as amendments. The agreed upon process will be incorporated into the Spokane County Application Review Procedures.
In May 2008, these issues and the proposed implementation strategies were presented to elected and appointed officials at the fourth Public Officials Luncheon. There was much discussion and an agreement by all that these issues would be the focus for the coordinated development regulations in the Metro Urban Growth Area.

In April 2009, the Spokane County Board of County Commissioners adopted Resolution No. 09-0281 directing its staff to take the necessary actions to implement the above recommendations for collaborative planning in the urban growth areas. In addition, the Planning Technical Advisory Committee has included support for the on-going work in its 2009-2010 work program.

The Steering Committee of Elected Officials will oversee the coordination of any policy issues and make recommendations to the Board of County Commissioners as needed.

### 2. Fiscal and Service Delivery in Urban Growth Areas

Work on the fiscal and service delivery implications of annexations began in March 2008. Specifically, the analysis sought to answer three questions:

- If the metro-area urban growth areas (UGAs) were to become incorporated, what revenue streams would the County no longer receive?
- If the metro-area UGAs were to become incorporated, what service obligations (and associated costs) would go away?
- Comparing the decrease in costs and revenues with annexation, what would be the net fiscal effect if all of the metro-area UGAs were annexed?

The consultants identified revenues generated and projected revenues in urban growth areas, however, in determining how services would be affected, it became apparent that they were not geographically-based. Because so many costs are fixed, the cost of providing services to the unincorporated urban growth area would not necessarily be the amount saved if an area annexed.

This situation was presented to the metro elected officials at the fifth Public Officials Luncheon in October 2008 and the need for defining a regional role for the County was discussed. Again, the message from the elected officials was, "we fully support this work and want to know what we do next". Immediately following the presentation, the collaborative planning team discussed how to proceed. The team agreed to have the consultant develop a "road map" to successful interlocal agreements and to speak with various elected officials to get concurrence on this "road map".
In June of 2008, the collaborating jurisdictions developed a road map to achieve the collaborative planning goals. This road map called for completion of four foundational elements:

1. **City influence on land-use decisions:** Develop a workable solution to facilitate coordination between cities and Spokane County regarding land use decisions and managing infrastructure impacts.

2. **Articulate Spokane County’s fiscal story:** In a clear and succinct format, articulate the nature of Spokane County’s long-term fiscal challenge. Describe why counties are different from cities and other local service providers, and describe why the County faces a structural fiscal problem.

3. **Articulate Spokane County’s approach to service delivery:** What does it mean when one says that Spokane County is a *local service provider* to unincorporated areas of the county, a *regional service provider* to the entire county, and a *provider of contract services* to local jurisdictions? Given a broad goal of efficiently using tax dollars, how does this vision dovetail with the service delivery needs of other jurisdictions?

4. **Identify potential revenue solutions:** In light of the service delivery vision, and in light of the County’s fiscal story, what revenue solutions might make sense? Is there a case that Spokane County’s collaborating jurisdictions can make for legislative solutions?

The road map was presented to county and city elected officials and there was agreement that this was the way forward. Work on the first foundational element was well underway with the coordinated development process for the urban growth areas described above.

To better understand how counties are different from cities and why the County faces a structural fiscal problem, a four-page folio outlining Spokane County’s fiscal story and highlighting the challenges the County currently faces was prepared. The basic message of the folio is that counties have fewer taxing authorities than cities and that the County is heavily reliant on property taxes with its one percent lid.

The folio was distributed to the metro jurisdictions, affiliated agencies, and the public. The information provided a starting point for understanding and a basis for both service delivery and revenue solutions.

### Fewer Taxing Authorities

<table>
<thead>
<tr>
<th>Spokane Metro-Area Cities Tax-Related General Fund Revenues (2006)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>State and Federal Distributions</strong></td>
</tr>
</tbody>
</table>
| **$5 M**  
| **3%** |
| **Property Taxes** |
| **$46 M**  
| **29%** |
| **Business & Utility Taxes** |
| **$48 M**  
| **30%** |
| **Sales & Use Taxes** |
| **$58 M**  
| **36%** |

<table>
<thead>
<tr>
<th>Spokane County Tax-Related General Fund Revenues (2005)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>State &amp; Federal Distributions</strong></td>
</tr>
</tbody>
</table>
| **12.6 M**  
| **16%** |
| **Regional Property Tax** |
| **34.5 M**  
| **43%** |
| **Regional Sales Taxes** |
| **21.2 M**  
| **27%** |
| **Local Sales Tax** |
| **11.2 M**  
| **14%** |

Source: Washington State Auditors Office and Berk & Associates
In considering the County’s approach to service delivery and the identification of potential revenues, it was clear that this was outside of what was anticipated in the original scope of work. In September 2008, the collaborating jurisdictions obtained further funding of $20,000 through a CTED Emerging Issues Grant to identify potential efficiencies and/or revenue solutions that would enhance the County’s fiscal sustainability and identify what regional and local services it will provide to unincorporated areas.

As the collaborating partners examined potential solutions to the County’s fiscal challenges, it became clear that Spokane County is really facing two intertwined challenges:

**First:** Spokane County is heavily reliant on an eroding revenue stream - the property tax, with its 1% cap, provides over 60% of the County’s regional revenues. With costs increasing at 5% each year, this very simply means that revenues do not keep up with costs.

**Second:** The County is trying to manage local service delivery in a difficult environment. This environment is characterized by:

- **Diseconomies of Scale** - With every annexation and incorporation, economies of scale are working against the County. Because economies of scale are driven by fixed costs, these costs are shared by fewer constituents; therefore, per-constituent costs go up.
- **Unprecedented Shift** - Spokane County has experienced an unprecedented shift in both its unincorporated population and its tax base. In 2000, Spokane County had 200,000 unincorporated residents and many large sources of local sales tax. With the completion of the West Plains annexation, Spokane County will have 130,000 unincorporated residents and virtually no large sources of sales tax.
- **Local Revenues** - Annexation and incorporations have taken important sources of local revenues and the County has almost no statutory authority to levy additional local taxes.

Note: Assumes 1% growth limit, 2% growth in countywide property values from new construction, and annual cost-of-service (inflation) increases of 5%. This 5% cost-inflation reflects the combination of core inflation (equal to, perhaps, 4%) and increased demand for county services resulting from increased population (1%).
Taken on their own, both of the above challenges are substantial. When they are intertwined, they become much more difficult to solve. To illustrate why this is true, consider an example:

If I am a councilmember for Metro-area city (or if I am a city resident), even if I fully appreciate the importance of finding a sustainable solution for the County’s regional services (services I rely on), and even if I want to support the County in getting there, how can I have confidence that revenues I help secure will be used to reinforce regional services, and not used to avoid making hard decisions about local services?

Recognizing its position, Spokane County, with the concurrence of the Metro cities, decided that the best way to tackle its dual challenges was to untangle them from one another. The first step in this process was to clearly delineate Spokane County’s three so-called “lines of business.”

Spokane County provides three different types of service to its constituents and collects three types of revenue:

1. **Regional** - The County collects regional taxes and fees from taxpayers across the entire county, and as an agent of the State, it provides specified regional services to all constituents of the county. If a service obligation (or a revenue stream) is not affected by changes in municipal boundaries, then it was defined as a *regional* service or revenue;

2. **Local** - The County collects local tax and fee revenues from unincorporated areas of the county, and it provides local services to those areas. If an obligation or revenue stream is affected by changes in municipal boundaries, then it was defined as *local*; and

3. **Contract** - The County provides services for (or to) local jurisdictions in exchange for payments. If the County receives payments from local jurisdictions for a provided service, then it was defined a *contract* service.

By clearly distinguishing its “lines of business,” Spokane County would put itself in a better position to discretely manage both its regional-service and local-service responsibilities.

Ultimately, the County and its collaborating partners viewed this process as a necessary step towards putting the County in a better position to manage and address the needs of their constituents.
In March 2009, the County funded a study of $33,200 with Berk and Associates to distinguish regional, local, and contract revenue streams and regional, local, and contract service expenditures.

The first step was to assign all of Spokane County’s core revenues and services to one of the County’s three service categories. The purpose of this exercise was for the County to be able to align each set of revenues with its appropriate expenditures. In effect, this would mean creating three separate “funds” within the County’s existing General Fund.

The alignment of Spokane County’s revenues and services showed that for the 2009 adopted budget, regional revenues generated a little more than the cost of regional services and local services cost quite a bit more to provide than the limited local revenues that were generated.

Spokane County and the collaborating Metro Cities are now faced with some policy decisions:

- What _should_ the region’s stance be regarding the County’s local line of business? Should the goal be to have local revenues cover local service costs? If so, are there ways to share the burden so unincorporated constituents do not shoulder all the fiscal impacts of annexation?

- What can the County and cities do to mitigate against economy-of-scale-impacts from annexation?

- Are there opportunities to regionalize lumpy service components? If so, some of the County’s fixed costs could become variable costs, decreasing impact of annexations.

- How will collaborating partners meet the challenge of unsustainable regional revenues? Regional revenues may be sufficient today, but without action, the County’s regional line of business will soon be in the red. What is the plan?

In June 2009, the findings of the County’s line of business study as well as potential service delivery and revenue proposals were presented to local elected and appointed officials at the sixth Public Officials Luncheon. Discussion focused on addressing the policy issues and further commitment to the collaborative planning process.
3. Interlocal Agreements on Collaborative Planning

Interlocal agreements and the general frustration of not making any progress is what started this more strategic path to collaborative planning. One of the tenets of the Spokane County Growth Management Plan adopted in November 2001 was the establishment of a joint planning process for urban growth areas to be implemented through interlocal agreements. There were many starts and stops along the way with interlocal agreements prepared to the point of adoption and then some hold up or another. A template for interlocal agreements was discussed by the Steering Committee of Elected Officials for over two years without implementation. By this time, lawsuits were being filed to prompt compliance with the Growth Management Act.

In February 2008, the City of Vancouver Manager and Annexation Coordinator and the Clark County Manager and Planning Director were invited to the third Public Officials Luncheon to address the elected and appointed officials from the metro jurisdictions and discuss their annexation plans and agreements. This proved timely in that Spokane County and the City of Spokane were in the midst of working out their own annexation agreements.

A brief description of interlocal agreements leading up to an interlocal agreement for collaborative planning in the urban growth areas follows:

**North Division Settlement Agreement (December 11, 2007)**

In 2007, the City of Spokane initiated an annexation of 135 acres along North Division Street in the urban growth area north of the city limits. The proposed annexation area included a Costco store, other commercial properties and a planned unit development with 39 homes. The Boundary Review Board held a public hearing and based upon the testimony received, approved the annexation but excluded the residential property. Spokane County appealed the Boundary Review Board’s decision.

Prior to the court hearing on the BRB appeal, Spokane County and the City of Spokane signed a Settlement Agreement. This Settlement Agreement specified that the annexation would become effective on April 1, 2008; revenue would be shared for three years; the appeal would be dismissed; and both parties would designate staff and negotiate an interlocal agreement for joint planning for urban growth areas. In addition, both parties agreed to sign a letter prior to January 15, 2008, assigning key staff and developing a timeline for the development and approval of these joint planning agreements.

**Memorandum of Understanding for Joint Planning (March 4, 2008)**

A Memorandum of Understanding was signed by both parties designating key staff and a timeline for completing tasks necessary based upon the work program identified in the CTED Collaborative Planning Grant. The MOU also set a deadline of two years to complete the interlocal agreement for the urban growth areas. Mike McCormick, the consultant under contract for the CTED Collaborative Planning Grant, assisted the City of Spokane and Spokane County in defining mutually acceptable terms for the MOU.

**Moran Glenrose Agreement (March 4, 2008)**

During this same time period, Spokane County purchased property outside of the urban growth area with the intention of building an aquatics center. The aquatic center could not be built without sewer service from the City of Spokane. The City of Spokane provided sewer service to adjacent property within the urban growth area, but had policies in place to not extend sewer service outside of the urban growth area. After much negotiation and discussion of alternatives, the City of Spokane agreed to provide sewer service to the County facility with the condition that the County enter into an agreement for limited joint planning in the Moran Glenrose urban growth area based upon the template recommended by the Steering Committee of Elected Officials.
A Moran Glenrose Agreement was crafted that focused upon transportation impacts of development in the urban growth area and reiterated the commitment of both parties to designate staff to develop more coordinated land use controls and review process in the urban growth area. The County will need to codify the process in the County’s Application Review Procedures (Title 13 of the Spokane County Code).

**Turtle Creek Agreement (April 28, 2008)**
The City of Spokane Valley was also feeling the affects of development outside of its corporate limits and negotiated an agreement with Spokane County similar to the Moran Glenrose Agreement with the City of Spokane. The Turtle Creek Agreement also focused on the transportation impacts of development in adjacent urban growth areas. This also will need to be codified in the County’s Application Review Procedures (Title 13 of the Spokane County Code).

**Amendments (December 16, 2008 and February 24, 2009)**
As the work plan for the CTED Collaborative Planning Grant progressed, it became apparent that the timelines proposed in the original Memorandum of Understanding were unrealistic. City officials were anxious to move forward with the preparation of a coordinated development process and regulations. In June 2008, the Mayor set a meeting with the Chair of the Board of County Commissioners to get the process on track. At the meeting, it was generally agreed that the work tasks originally envisioned for the CTED Grant were more complex than originally planned and more time would be needed.

However, in the meantime, the City was being threatened by impacts of development in other adjacent urban growth areas. On the County’s side, it did not have the data it needed to be in a position to negotiate the revenue and service delivery aspects of the interlocal agreements. As an interim measure, the County and City agreed to extend the timeline of the MOU to be more in line with getting the County the data it needed and to extend the Moran Glenrose Agreement to all urban growth areas adjacent to the City of Spokane to alleviate the impacts of adjacent development on the city.

The agreed upon amendments to the MOU and the Moran Glenrose Agreement were adopted on December 16, 2008 and February 24, 2009 respectively. Spokane County is prepared to extend the City of Spokane Valley’s Turtle Creek Agreement to other urban growth areas adjacent to that city when the need arises.

**Interlocal Agreement for Collaborative Planning**
As specified in the MOU, the Spokane and Spokane County staff designated to represent each jurisdiction is working to accomplish the tasks identified in the time frame specified. At the onset, there was the consensus that the outcome of the negotiated interlocal agreement between the City of Spokane and Spokane County would become the basis for interlocal agreements with each of the other cities and towns in Spokane County. For this reason, the results of each task is to be reviewed and generally agreed to by the other jurisdictions.

**Principles of Collaborative Planning:** The first step in getting consensus for collaborative planning in urban growth areas was to agree to a set of principles. The principles were proposed by the collaborative planning team, presented to the County and other cities in June 2009. The Board of Spokane County Commissioners adopted them by resolution in August 2009.

**Urban Growth Area Amendments:** The staff designated by Spokane and Spokane County proposed priorities for resolving planning issues for the urban growth areas. With concurrence of the elected officials, the top priority was to establish a mutually agreed upon process for amending anddesignating urban growth areas. At the same time, the County and its cities are in the process of its ten-year update of the urban growth area. The work is being coordinated by the Planning Technical Advisory Committee of the Growth Management Steering Committee of Elected Officials. There is staff overlap to ensure connection between the two efforts.
Other Substantive Areas: Other topics that will be considered in the interlocal agreement discussions include:

- Planning Implementation: comprehensive plan consistency, zoning and development standards, common development code, building and land use permits, and coordinated SEPA review and mitigation.
- Infrastructure and Levels of Service: roads, water, sewer, and stormwater.
- Coordinated Transportation: capital facilities plans, project implementation, and impact fees.
- Annexation: procedures, development review within pending annexation areas, building permits, code enforcement, early transfer of authority, financial considerations, records transfer, revenue sharing and capital facility and infrastructure cost reimbursement.

West Plains Annexation Application

In mid-January 2009, the cities of Spokane and Airway Heights announced a desire to annex portions of the West Plains Urban Growth Area. In the spirit of collaboration, the City of Spokane, the City of Airway Heights, and Spokane County committed to a series of meetings to discuss the issues and challenges such an annexation presents. Both Spokane and Airway Heights have clearly stated their intent to do what they can to avoid adverse impacts to Spokane County.

The cities of Spokane and Airway Heights have demonstrated their commitment to collaboration, and they have demonstrated their commitment to promoting Spokane County’s fiscal health. Given these commitments, and given that the collaborative planning team had been examining potential avenues to advance precisely these objectives, the collaborative planning team proposed a “way forward” to tackle the fiscal and service challenges that the contemplated West Plains annexation would present to Spokane County.

The proposal offered a framework, first, for thinking about and, second, for trying to unravel the intertwined challenges that Spokane County faces. The goals were:

1) To identify a strategy that stakeholders might pursue to begin putting Spokane County in a more sustainable position; and

2) To explore how the annexing cities might contribute to the success of such a strategy. In particular, if the option of revenue sharing is on the table, the question would be: How does revenue sharing fit into the broader strategy to address Spokane County’s short- and long-term challenges?

Because the obstacles that Spokane County faces around annexation are not unique to the West Plains area, the hope is that any strategies worked out here can serve to ease the impact of, and smooth the path for, future annexations.

The cities of Spokane and Airway Heights and Spokane County are moving forward with resolving some of the issues that an annexation presents and have crafted an interlocal agreement that will meet each jurisdictions needs.
Collaborative Planning Results to Date

The collaborating partners are making progress towards achieving their ultimate goals. In terms of land use, the partners have put in place compatible development regulations that address the agreed upon points of difference (private roads, urban design guidelines, connectivity, and a formalized communication process). And in terms of addressing Spokane County’s need for a sustainable fiscal position, the process (and actions by the collaborating partners) has put the collaborating jurisdictions in a position where they can now meaningfully address Spokane County’s structural fiscal challenges:

• Stakeholders in the discussions have a more robust understanding of what Spokane County does and how it does it. In particular, stakeholders have a clearer sense of the distinctions between the County’s regional, local, and contract functions.

• Collaborating cities recognize the importance of the County’s role as a regional service provider and have voiced support for ensuring that the County’s regional line of business is fiscally sustainable.

• Collaborating partners have acknowledged that Spokane County will be much more likely to succeed if it can pursue sustainability with the support of cities. Most of the long-term solutions to Spokane County’s challenges—whether the solution lies in Olympia or in Spokane County—will be easier to achieve with 100% city support.

• The County, Spokane, and Airway Heights have reached a collaborative solution to mitigate the fiscal impacts from the West Plain annexation (or at least to give Spokane County some breathing room to prepare for the time when annexation happens); and, finally

• After completing the recent “line-of-business” analysis, Spokane County and its collaborating partners now have a solid foundation of information to work from as they move forward. With a common understanding of the County’s current position, the collaborating jurisdictions are in much better position to identify routes that offer opportunities for success.

Next Steps

With so much foundational work completed, the next step is to try to build a plan for getting from where we are today to a more sustainable future. Looking forward:

• County policy makers have to weigh the immediate and long-term actions they wish to pursue;

• Cities have decisions to make about how (and under what circumstances) they will play a role in assisting the County to achieve stronger fiscal footing; and

• In order for the process to be successful, all of this should fall within the structure of a coordinated plan that ensures that all parties are pulling in the same direction.

The collaborative planning partners have agreed that the best way to move forward is to identify potential paths that would set Spokane County up for long-term success. This could be documented in a white paper for consideration by policymakers within the collaborating jurisdictions (and by stakeholders beyond). And clearly, key players from the collaborating jurisdictions would need to be engaged throughout the process of developing such a document. This would involve exploration and development of options for County fiscal sustainability and would need to include high-level technical investigation and refinement of potential revenue streams and/or cost-saving mechanisms. A significant number of meetings with each of the various stakeholders in the process would follow as well as on-going strategy development and refinement within the Collaborative Planning Team. Logistics for this next phase are currently under way.
2. Cooperative Lobbying Agreement - Issues to address:
   - **Purpose**: list of projects to lobby for
   - **Scope**: List of agencies to lobby, for each project
   - **Payment**: How much to pay and how to split
   - **Term**: of the contract

3. Public Safety Tax
   Via resolution 41-19 the Board of County Commissioners has approved a resolution submitting a ballot proposition to the voters of Mason County imposing an additional .3% county sales and use tax for criminal justice purposes, pursuant to RCW 82.14.450

   **Ballot Measure Text:**
   Local Sales and Use Tax for Criminal Justice Purposes:
   The Mason County Board of Commissioners adopted Resolution No. 41-19 concerning a sales and use tax increase pursuant to RCW 82.14.450. If approved, this proposition would authorize Mason County to impose an additional sales and use tax of 0.3%, split between Mason County (60%) and the City of Shelton (40%) as required by state law. Proceeds shall be used exclusively for criminal justice purposes in accordance with RCW 82.14.450.

   **Proposed Use of Criminal Justice Sales Tax Proceeds:**
   Expected County Revenue $1,300,000
   Additional Correction Deputies +6 FTE’s $430,000 33%
   Jail Funding/Improvement Reserve $150,000 12%
   District Court +2 FTE $140,000 11%
   Inmate Outsourcing $100,000 8%
   Mental Health Pier & Reentry Svcs. $100,000 8%
   Reentry to Citizenship Programs $100,000 8%
   Pre Trial Services +1 FTE $80,000 6%
   Public Defense Paralegal +1 FTE $70,000 5%
   Clerk +1 FTE $70,000 5%
   Prosecutor +.5 FTE $60,000 5%