

02/14/08

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SPOKANE, WA
AgSht11.28.2007
CITY OF SPOKANE

AGENDA SHEET FOR COUNCIL MEETING OF: FEBRUARY 25, 2008

Submitting Dept.
Planning Department

Contact Person/Phone No.
Ken Pelton

Council Sponsor

ADMINISTRATIVE SESSION

- Contract
- Report
- Claims

LEGISLATIVE SESSION

- Emergency Ord
- Resolution
- Final Reading Ord
- First Reading Ord
- Special Consideration
- Hearing

CITY PRIORITY

- Communications
- Economic Development
- Growth Management
- Human Services
- Neighborhoods
- Public Safety
- Quality Service Delivery
- Racial Equity/Cultural Diversity
- Rebuild/Maintain Infrastructure

CLERK'S FILE
RENEWS
CROSS REF
ENG
BID
REQUISITION

OPR 2008-0117

STANDING COMMITTEES

(Date of Notification)

- Finance _____
- Neighborhoods _____
- Planning/Community & Econ Dev _____

- Public Safety _____
- Public Works _____

Neighborhood/Commission/Committee Notified:

Action Taken:

AGENDA

WORDING:

(If contract, include the term.)

INTERLOCAL AGREEMENT REGARDING JOINT PLANNING BETWEEN SPOKANE COUNTY AND THE CITY OF SPOKANE

BACKGROUND:

(Attach additional sheet if necessary)

In connection with the City's decision to extend utility service to the County's new aquatic facility in South Spokane the parties agreed to enter into a joint planning agreement for the Moran/Glenrose Urban Growth Area. The agreement provides for development of mutually compatible development standards in the urban growth area and for coordinated review and mitigation of the transportation impacts of development occurring in the urban growth area.

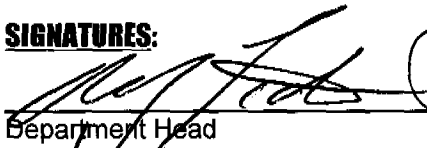
RECOMMENDATION: APPROVE

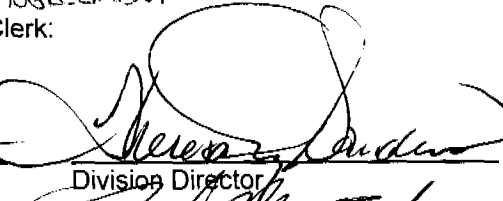
| Fiscal Impact: | <input type="checkbox"/> N/A | Budget Account: | <input type="checkbox"/> N/A |
|--|------------------------------|------------------------|------------------------------|
| <input type="checkbox"/> Expenditure: \$ | | # | |
| <input type="checkbox"/> Revenue: \$ | | # | |
| <input type="checkbox"/> Budget Neutral | | | |

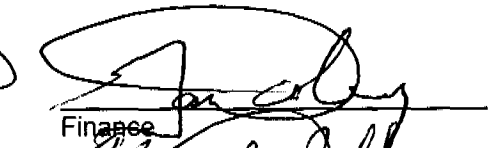
ATTACHMENTS: Include in Packets: Agreement

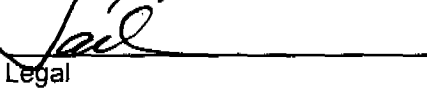
On file for Review in Office of City Clerk:

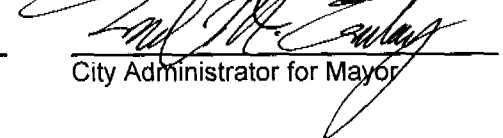
SIGNATURES:

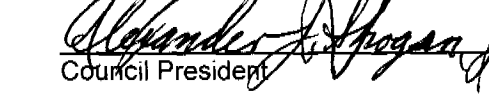

Department Head


Division Director


Finance


Legal

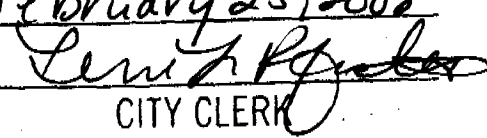

City Administrator for Mayor

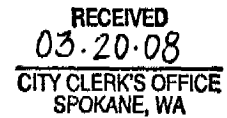

Council President

DISTRIBUTION:

JP

COUNCIL ACTION:

APPROVED BY
SPOKANE CITY COUNCIL:
February 25, 2008

CITY CLERK



**INTERLOCAL AGREEMENT REGARDING JOINT PLANNING BETWEEN
SPOKANE COUNTY AND THE CITY OF SPOKANE**

This Agreement is entered into, by Spokane County, hereinafter referred to as "County" and the City of Spokane, hereinafter referred to "City", jointly referred to along with the County as the "Parties".

Whereas, a Goal of the State Growth Management Act is to ensure coordination between communities and jurisdictions, including special purpose districts to reconcile conflicts; and

Whereas, RCW 36.70A.210 sets forth certain requirements for County-wide Planning policies, including that county-wide planning policies shall address policies for joint county and city planning within urban growth areas; and

Whereas, The Countywide planning policies for Spokane County adopted pursuant to RCW 36.70A.210 contain policies for a joint planning process intended to resolve issues regarding how zoning, subdivision and other land use approvals in designated joint planning areas will be coordinated, and that such joint planning may be accomplished pursuant to an interlocal agreement entered into between and/or among jurisdictions and/or special purpose districts; and

Whereas, the Parties are desirous of resolving how zoning, subdivision and other land use approvals in the Moran/Glenrose Urban Growth Area and adjoining property within the City of Spokane (hereinafter the "Joint Planning Area" or "JPA") will be

coordinated; and

Whereas, the Parties recognize that development occurring in one jurisdiction can have transportation impacts on neighboring jurisdictions and wish to develop and adopt development regulations that will assist in identifying and mitigating those impacts; and

Whereas, once the Spokane Regional Transportation Council (SRTC) completes its findings and recommendations regard regional concurrency, the Parties wish to review those findings and recommendations and consider appropriate amendments to this Agreement; and

Whereas, the Parties wish to separate, without prejudice to either Party, the issue of potential annexation of the Moran/Glenrose Urban Growth Area and the legal authority and right to pursue or oppose such annexation from this Agreement .

Now, therefore be it Resolved, towards addressing how zoning, subdivision and other land use approvals for joint planning will be coordinated, to ensure that transportation capacity for development meets concurrency requirements and that consistent development standards are used, the Parties agree to cooperative joint planning in the Joint Planning Area and adjoining property located within the City of Spokane pursuant to the following terms and conditions:

1. **Legal basis:** This Agreement is entered into pursuant to RCW 36.70A.010; 020(3); 210 (3) (a), (b), (d), and (f); RCW 39.34; Countywide Planning Policies For Spokane County (Planning Policies) Topic 2, Overview of Growth Management Act (GMA) Requirements; Topic 2, Policies (1) and (2); Topic 5 Transportation, Overview of Growth Management (GMA) Requirements; and Glossary

Countywide Planning Policy Terms, Joint Planning Areas.

2. **Intent:** It is the intent of the Parties:
 - a. To provide for coordinated planning for transportation and development standards in those areas consisting of the (1) Moran/Glenrose Urban Growth Area and (2) that certain adjacent area located in the City of Spokane (the “City Property”), jointly referred to as the Joint Planning Area.
 - b. To ensure that transportation improvements necessary to mitigate transportation impacts resulting from development in the Joint Planning Area are identified and constructed concurrent with the development and/or that adequate funding is secured to finance construction of such transportation improvements concurrent with development, as required by RCW 36.70A.070(6)(b).
 - c. To ensure that development standards applied within the Joint Planning Area relating to allowable land uses, densities, streets, sidewalks, curbing, drainage and utilities are compatible.

The Parties desire to jointly develop and implement development regulations, procedures and standards related to the review and approval of projects within the Joint Planning Area. The Parties also desire to jointly establish and implement consistent development regulations and procedures governing the provision of all public facilities within said Joint Planning Area. The Parties agree to commit sufficient staff to draft and finalize these specific agreements in a timely manner.

3. **Applicability:** The Agreement shall apply to development proposals within the Joint Planning Area as identified in Exhibit “A” hereto, which Joint Planning Area includes “City Property” as identified in Exhibit “A”.

4. **Projects affected:** This Agreement applies to new development proposals in the Joint Planning Area that are subject to the Notice of Application requirements of RCW 36.70B as adopted by the respective Parties, including proposals subject to the State Environmental Policy Act (the “Development Proposal(s)”).

Notice of Application, Notice of Hearing and Notice of Decision required by RCW 36.70B and any environmental checklist, EIS or other environmental document required pursuant to RCW 43.21C for Development Proposals in the Joint Planning Area shall be provided to each party by the other party in a timely manner and in accordance with applicable regulations. The Parties further agree they shall provide each other at least 7 days notice of any technical review meeting(s) with regard to a Development Proposal and are allowed and encouraged to attend any building permit preconstruction conference and/or technical review meetings. Such notice shall be in the form of standard notice for such technical review meeting given by the either party. .

The Parties (or their authorized designees) shall confer on Development Proposals outlined above prior to issuance of any final DNS, MDNS or staff report to the Hearing Examiner in an attempt to reach a consensus position/recommendation. For SEPA documents, the jurisdiction having lead agency status shall include the consensus/collective recommendation and any mitigating conditions, or their individual recommendations and any mitigating conditions if unable to reach consensus, as applicable; for projects proceeding to public hearing, both Parties shall include the consensus recommendation in their respective staff report/recommended conditions of approval to the Hearing Examiner or other appropriate hearing body, or, if unable to agree, their respective recommendations.

5. **Transportation**: The Parties recognize that development activity within their respective jurisdictions may cause transportation impacts and may impact transportation levels of service in neighboring jurisdictions. To ensure proper identification and mitigation of development related transportation impacts, the Parties agree that:

a. Unless otherwise inconsistent with law, the Parties shall require applicants subject to the Notice of Application requirements to submit a trip generation letter in connection with any proposed development activity within those portions of the Joint Planning Area lying within the Parties' respective jurisdictions. In all cases where such trip generation letter indicates that the proposed development activity will generate 100 or more p.m. peak hour trips, the Parties shall also require the applicant to prepare a Traffic Impact Study (TIS) quantifying the transportation impacts of the proposed development activity within the Joint Planning Area, and identifying potential mitigation of all significant impacts. Where a trip generation letter indicates the proposed development activity will generate fewer than 100 p.m. peak hour trips, each of the Parties shall consider in good faith a request by the other Party to require a developer to prepare a TIS, but the ultimate decision on such applications as to whether or not to require a TIS shall be decided by the Party having regulatory authority over the subject application for development approval. The terminology TIS is defined in Section 1.30 of the Spokane County Road and Drainage Standards, a copy of which is attached hereto as Exhibit "B." The Parties understand that the terminology TIS may range from an in depth analysis of the site (Development Proposal) generated levels-of-service to a cursory review of safety issues; provided, in cases where a trip generation letter indicates a

Development Proposal will generate 100 or more p.m. peak hour trips, the TIS shall evaluate the impacts of those trips on those arterial roadways and intersections identified in Exhibit "C" at a minimum. In the event the Party within whose jurisdiction the Development Proposal is proposed determines to require preparation of a TIS, the other party shall have an opportunity to participate in the scoping used to determine the depth of analysis.

b. In approving and/or making recommendations regarding Development Proposals, each of the Parties shall require (or recommend, as the case may be) construction of the transportation improvements necessary to mitigate transportation impacts identified in the TIS concurrent with development as required by RCW 36.70A.070(6)(b) and/or the dedication of such land or payment of money in lieu thereof that is necessary to mitigate such impacts to the jurisdiction whose transportation system is thereby impacted. Any such fees shall be held and encumbered as provided in RCW 82.02.020.

c. For Development Proposals in the Joint Planning Area where construction of improvements necessary to mitigate identified direct transportation impacts does not take place concurrent with the Development Proposal, the Parties shall jointly establish a uniform method for quantifying appropriate financial contributions among the City, County and sponsor/developer of the Development Proposal for improvements to be made within 6 years of the approval of the Development Proposal for identified direct transportation impacts. The Parties recognize that to implement this Agreement some modification of existing regulations may be required and agree to make such modifications in a timely manner consistent with any applicable law after

establishment of a uniform and mutually agreed upon method for quantifying appropriate financial contributions.

d. Development Proposals shall not be approved in the Joint Planning Area that cause levels of service on locally owned transportation facilities within the Joint Planning Area to drop below the standards adopted in the transportation elements of the respective Parties' comprehensive plans, unless transportation improvements or strategies to accommodate the impacts of development are made concurrent with the Development Proposals or the Development Proposal is conditioned to accomplish concurrency. The Parties agree to (1) notify each other and (2) in good faith consider the other's concerns with regard to the consideration of any change in their respective adopted levels of service for any locally owned transportation facility within the Joint Planning Area. For purposes of this requirement, "concurrent with the Development Proposals" shall mean that improvements or strategies are in place at the time of development, or that a financial commitment is in place to complete the necessary improvements or strategies within six years. The Parties further agree to identify Development Proposals that fail to comply with the concurrency standards of either Party and to report their respective findings to the decision maker in written staff reports.

6. **Development Standards:** The Parties recognize that development in the Joint Planning Area without compatible development regulations could frustrate the purpose and intent of this Agreement.

a. The Parties agree to assign the necessary staff to review applicable development regulations, including but not limited to zoning designations, PUD standards, landscaping, signage, subdivision, road and street standards, sewer and water

standards, bicycle paths, jogging lanes, trail systems application review procedures and stormwater drainage requirements. Such review should include representatives from the private sector who may be impacted by any such amendments. The process of identification and implementation of development regulations for the Joint Planning Area shall commence upon the signing of this Agreement by the Parties, and shall comply with the schedule of events set forth in Exhibit “D” hereto. The schedule of events set forth in Exhibit “D” shall include language providing some flexibility to the Parties in light of unforeseen circumstances which might affect any agreed to schedule.

b. The Parties agree to confer on the necessity for and/or the location of any connector streets and/or the classification of any streets within or adjacent to a Development Proposal(s) within the Joint Planning Area. If, after satisfying the Parties’ respective obligations hereunder, an agreement is not reached, both Parties may present their respective positions to the Hearing Examiner, appropriate hearing body, or administrative official.

c. The Parties agree to consult on Comprehensive Plan/Zoning categories, allowable land uses and densities in the Joint Planning Area. Such consultation shall include consultation on the classification of streets and roadways on the common borders.

d. The Parties agree to adopt and enforce development regulations, consistent with RCW 36.70A.070(6)(b) which prohibit development approval if the development causes the level of service on a locally owned transportation facility within the Joint Planning Area to decline below the standards adopted in the transportation element of the comprehensive plan of either of the Parties, unless transportation

improvements or strategies to accommodate the impacts of development are made concurrent with the development or the Development Proposal is conditioned to accomplish concurrency. Strategies may include increased public transportation service, ride sharing programs, demand management, and other transportation systems management strategies. For purposes of this requirement, “concurrent with the development” shall mean that improvements or strategies are in place at the time of development, or that a financial commitment is in place to complete the necessary improvements or strategies within six years.

7. **Other Regulations:** Nothing in this Agreement shall supersede or negate any existing land use or development regulation of the Parties.

8. **Additional Agreements:** The Parties contemplate future joint planning agreements that may relate to other Urban Growth Areas. Nothing in this Agreement is intended to prohibit the development of future agreements relating to either the impacts identified above or other impacts that may now or in the future exist.

9. **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.*

10. **Change in Standards or Ordinances:** Any change in the Parties respective (i) development regulations, (ii) comprehensive plans, or (iii) official controls regardless of whether they affect the Joint Planning Area shall be forwarded to the other party within 21 days of passage

11. **Mediation of Disputes:** Any disputes arising from this Agreement may

be set for mediation by either party within 30 days of notification of a dispute. Prior to mediation, the Parties, represented by their elected officials, shall first meet informally in an attempt to reach resolution. If a mediator cannot be agreed upon by the Parties, each party shall select one mediator who in turn shall select a third mediator to conduct the mediation. The decision of the mediation panel shall not be binding on either party. Provided, however, the Parties agree to consider in good faith the decision of the mediation panel.

12. Indemnification and Liability:

a. Spokane County shall protect, save harmless, indemnify and defend, at its own expense, the City, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever arising out of Spokane County's performance of this Agreement, including claims by Spokane County's employees or third parties, except for those damages caused solely by the negligence or willful misconduct of the City, its elected and appointed officials, officers, employees, or agents.

b. The City shall protect, save harmless, indemnify and defend, at its own expense, Spokane County its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever arising out of the City's performance of this Agreement, including claims by the City's employees or third parties, except for those damages caused solely by the negligence or willful misconduct of Spokane County, its elected and appointed officials, officers, employees, or agents.

c. In the event of liability for damages of any nature whatsoever

arising out of the performance of this Agreement by Spokane County and the City, including claims by Spokane County's or City's own officers, officials, employees, agents, volunteers, or third parties, caused by or resulting from the concurrent negligence of Spokane County and the City, each Parties liability hereunder shall only be to the extent of that party's negligence.

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

13. **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.

14. **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties with respect to the matters set forth herein. This Agreement may be amended in writing by mutual agreement of the Parties.

15. **Designated Representative.** The Parties agree that the Mayor 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 Chairman of the Board of County Commissioners or his/her designee shall be the designated representative of the County. Within 30 days of the Parties' mutual execution of this Agreement, the designated representatives shall form working groups consisting of their respective employees and assign such groups responsibility for complying with the timetable set forth in Exhibit "D" hereto.

16. **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.

17. **Termination.** Either Party may terminate its obligations under this Agreement upon one year advance written notice to the other Party. Following a termination, the County and City are responsible for fulfilling any outstanding obligations under this Agreement, or amendment thereto, incurred prior to the effective date of the termination.

18. **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.

19. **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.

20. **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.

21. **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 hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

22. **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; 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: Chairman of the Board of County Commissioners
1116 West Broadway Avenue
Spokane, Washington 99260

CITY City of Spokane Mayor or his/her authorized representative
City Hall
808 West Spokane Falls Boulevard
Spokane, Washington 99201

23. **RCW 39.34 Required Clauses.**

A. Purpose

See Paragraph 2 above

B. Duration

See Paragraph 16 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.

The City shall file this Agreement with its City Clerk. The County shall place this Agreement on its web site.

F. Financing.

Each Party shall be responsible for the financing of its contractual obligations under its normal budgetary process.

G. Termination.

See Paragraph 17 above.

24. 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.

25. Remedies. Upon the occurrence and continuance of any Event of Default, the non-defaulting party's exclusive remedies shall be specific performance, declaratory judgment and other equitable remedies.

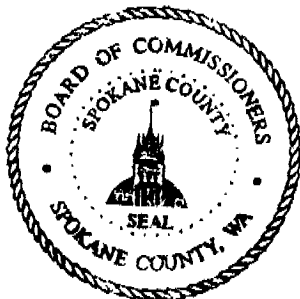
26. Exhibits.

| | |
|-------------|---|
| Exhibit "A" | Map of Joint Planning Area |
| Exhibit "B" | Section 1.30 of the Spokane County Road and Drainage Standards |
| Exhibit "C" | Arterial Roadways and Intersections |
| Exhibit "D" | Process Description for interlocal agreement for UGA development regulations for Spokane County/City of Spokane UGA/JPA |

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date and year opposite their respective signature blocks.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

ABSENT

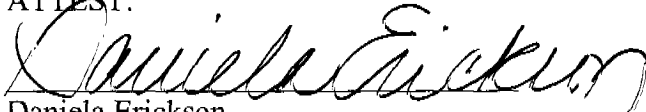


BONNIE MAGER, Chairman


TODD MIELKE, Vice chair



MARK RICHARD, Commissioner

ATTEST:



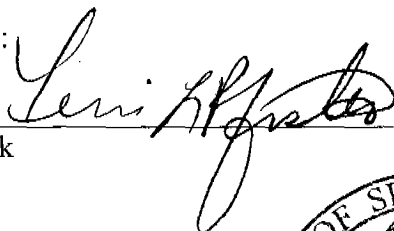
Daniela Erickson
Clerk of the Board

CITY OF SPOKANE

By: 

Title: (Thomas E. Danek, Jr. City Administrator)

ATTEST:


City Clerk

Approved as to form:

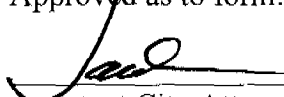

Assistant City Attorney



Exhibit "A"
Map of Joint Planning Area

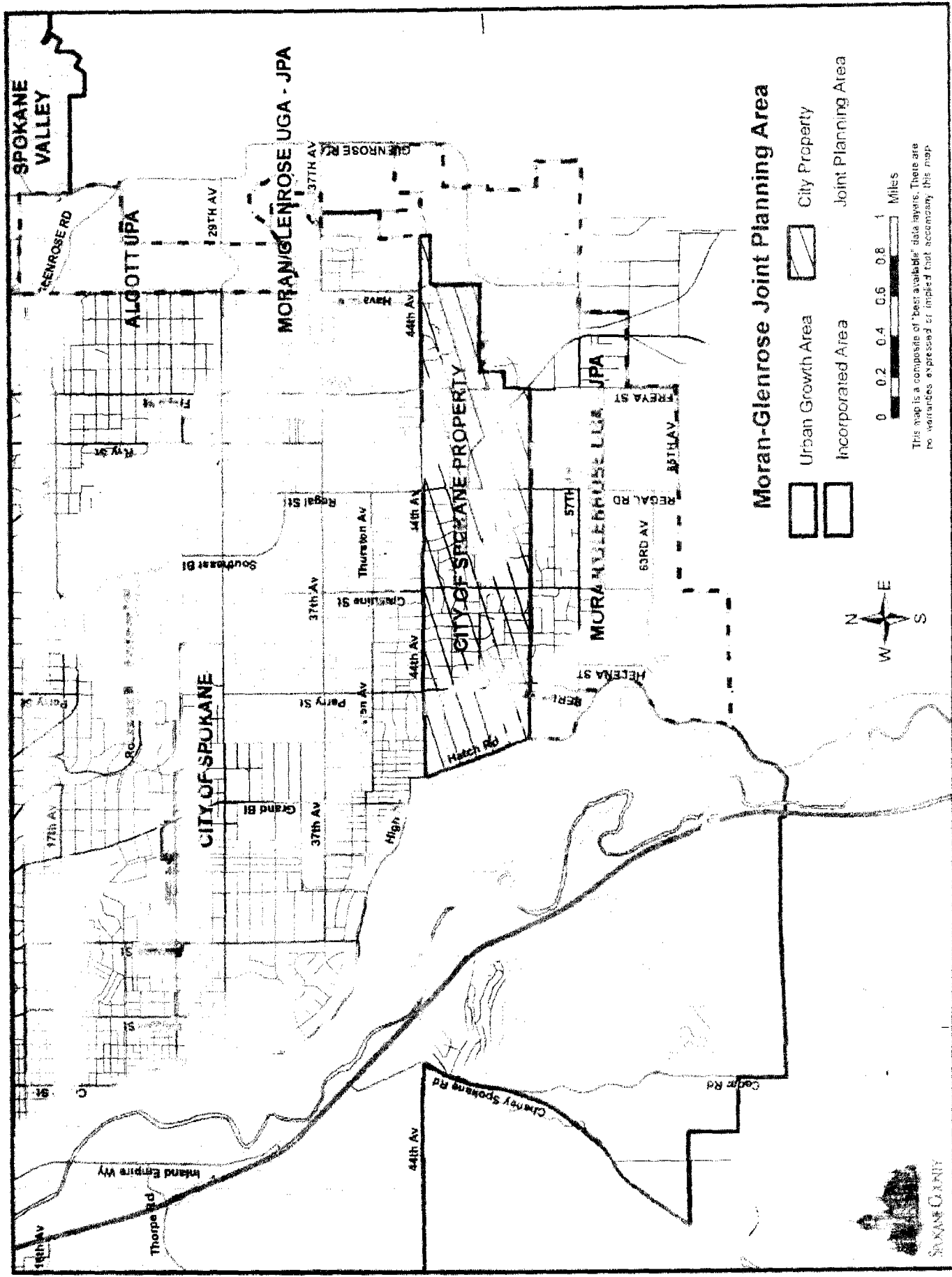


Exhibit "B"

Section 1.30 of the Spokane County Road and Drainage Standards

1.21 - 1.29 NOT USED

1.30 TRAFFIC IMPACT STUDY

Prior to a land use action, the Sponsor shall perform a traffic impact study when the project meets the criteria of one or more of the items listed below. A specific scoping by the County Engineer may range from an in-depth analysis of site generated levels-of-service to a cursory review of safety issues. The County Engineer shall determine the specific project scope. The Sponsor shall submit a traffic report signed by a Professional Engineer, licensed in the State of Washington. The traffic impact study shall be performed in accordance with Technical Reference A of these Standards.

1. The County Engineer determines that the proposed development will generate enough peak hour trips to lower or aggravate the minimum acceptable LOS.
2. The County Engineer determines that driveways from the land development proposal have the potential to generate traffic safety problems on the adjacent public roadway.
3. The County Engineer determines that an existing route with a history of traffic accidents will be further impacted by an increase in traffic from the proposal.

1.31 - 1.39 NOT USED

1.40 SEVERABILITY

If any part of the Spokane County Guidelines for Road and Sewer Construction as established by ordinance shall be found invalid, all other parts shall remain in effect.

TECHNICAL REFERENCE A

Traffic Studies and Review Standards

Introduction

Traffic studies or site impact studies are required by the Spokane County Engineer to examine the demands that development may or may not have on the surrounding transportation system. The need for a traffic study shall be determined on a case by case basis. A list of general guidelines and decision criteria are available in §1.30, Traffic Impact Study, of the *Spokane County Standards for Road and Sewer Construction*.

This handout has been prepared to provide engineers, planners, and developers with information regarding traffic impact study requirements within Spokane County. It is not intended to be a textbook or all inclusive of the possible scenarios or requirements that may be encountered during a study. It is believed that by following the guidelines and recommendations made within this handout, the time spent during the application and review process may be reduced.

Scoping

A scoping meeting should be scheduled with Spokane County prior to starting the field work for the study. During the scoping meeting, the general requirements of the study will be discussed. It shall be the responsibility of the developer/consultant to initiate and coordinate the scoping meeting. Although not required, Spokane County recommends that a joint scoping meeting with all reviewing agencies be coordinated through the project's traffic consultant. The following is a list of items that shall be discussed during the scoping meeting and recorded on the Traffic Study Scope Worksheet found at the end of this appendix.

1. Project description
 - A. proposed land uses (if known)
 - B. trip generation
 - C. pass-by & diverted trips
2. Project phasing and horizon year
3. Anticipated directional distribution of project traffic.
4. Background projects
5. Background growth rate (non site specific)
6. Affected intersections for study

Public Participation

Two public meetings shall be held within the project study area. A public scoping meeting shall be conducted by the developer/consultant to allow public input to the scope of the project and following study. It is anticipated that with the public scoping meetings, additional neighborhood issues will be brought forward and addressed and/or resolved prior to the public hearing.

TECHNICAL REFERENCE A

Traffic Studies and Review Procedures

The second public meeting shall be after the traffic study work is complete and is intended to brief the surrounding neighborhood on the traffic study results. All costs associated with the public meetings (signs, room rental, notification mailing, etc.) shall be the responsibility of the developer/consultant.

Public Notification

Notice of date, time, place and purpose of the public meetings shall be provided by the following means.

1. One publication in Spokane County's official newspaper at least fifteen (15) days prior to the meeting.
2. Adjacent residents, property owners, neighborhood groups and/or organizations within a four hundred (400) foot radius of the project boundaries shall be notified by a mailing not less than fifteen (15) days prior to the public meeting.
3. Additionally, a sign with dimensions no less than four (4) feet in width and four (4) feet in height and lettering three (3) inches in size shall be erected on the subject property fronting and adjacent to the most heavily traveled public street. The sign must be easily read by the traveling public from the right of way at least fifteen (15) days prior to the meetings. This sign shall announce the date, time and place of the traffic meetings and brief description of the project.

Proper notification and all associated costs shall be the responsibility of the developer/consultant. Notification shall be considered satisfied upon receipt of an affidavit provided by the developer/consultant to Spokane County stating the above requirements have been completed.

Traffic Study Report

The means by which the work of the traffic study is conveyed to others is through the traffic study report. The traffic study report should stand on its own merits. There should be sufficient information and detail to allow the reader to follow the study step by step and draw the same conclusions as the author. The report should be factually based, written from an impartial viewpoint and report all aspects of the traffic study work that was undertaken. In addition, the report should be written such that the lay person, someone not familiar with traffic studies (e.g., political decision-makers and citizens), will be able to understand and follow the process, findings and recommendations.

TECHNICAL REFERENCE A

Traffic Studies and Review Procedures

As a general rule, the traffic study report shall include, but not be limited to, the following.

- I. Title Page
 - A. Name of Project
 - B. Project Sponsor's Name and Address
 - C. Study Preparer's Name, Address and Phone Number
 - D. Date of Study Preparation
 - E. Responsible Engineer's Seal, Signature and Date

- II. Table of Contents
 - A. Major Sections
 - B. List of Figures
 - C. List of Tables

- III. Executive Summary
 - A. Site Location and Study Area
 - B. Development Description
 - C. Principal Findings
 - D. Conclusions
 - E. Recommendations

- IV. Introduction
 - A. Purpose of Report and Study Objectives
 - B. Project Description
 - C. Scope of the Report
 - D. Assumptions
 - E. Methodology

- V. Existing Conditions
 - A. Transportation Network Description
 - B. Existing Zoning
 - C. Existing Traffic Volumes
 - D. Accident History

- VI. Proposed Other Development (Background Projects)
 - A. Background Project Description
 1. Vicinity Map
 2. Trip Generation
 3. Trip Distribution
 4. Trip Distribution
 - B. Planned Roadway Improvements
 1. Project Name
 2. Description of Improvements

TECHNICAL REFERENCE A

Traffic Studies and Review Procedures

VII. Proposed Project

- A. Project Description**
 - 1. Site Plan
 - 2. Trip Generation
 - 3. Trip Distribution
 - 4. Trip Assignment
- B. Project Phasing and Timing**

VIII. Traffic Analysis

- A. Existing Volumes and LOS**
- B. Future Volumes and LOS without Project at Each Phase**
- C. Future Volumes and LOS with Project at Each Phase**
- D. Future LOS with Proposed Improvements at Each Phase**
- E. Future Volumes and LOS without Project at Complete Build-out**
- F. Future Volumes and LOS with Project at Complete Build-out**

IX. Other Analysis

- A. Sight Distance**
- B. Queuing**
- C. Safety**
 - 1. Vehicle
 - 2. Pedestrian
- D. Noise**
- E. Air Quality**
- F. Analysis of Improvement Alternatives**

X. Conclusions

- A. Traffic Impacts**
- B. Needed Improvements**

XI. Recommendations

- A. Proposed Mitigation**
- B. Proportionate Share Recommendations**
- C. Other Recommendations**

XII. Appendix

- A. Raw Turn Movement Counts**
- B. LOS Calculation Sheets**
- C. Other Information Provided**

TECHNICAL REFERENCE A

Traffic Studies and Review Procedures

The above outline provides the minimum criteria for a detailed traffic study report. Where the size/scope of the project or work to be performed would not warrant inclusion of all of the topics above, a shorter report format may be used. In this case, the topics to be included in the report would be discussed during the scoping process.

Additional Information

Background Growth Rate (non-site specific) - The annual percentage rate of traffic growth that cannot be assigned to a specific project. This rate is to be applied to the existing turn movement volumes prior to the addition of the background project traffic or site generated traffic volumes.

Background Project Traffic - The total site generated traffic volumes for approved background projects shall be used in the build-out analyses of the proposed project irrespective of each projects anticipated completion date. This is required to ensure that capacity that was available when the background project was approved is still available at the completion of the proposed project. Quicker developed projects will not be allowed to deplete the capacity needs of longer-term development.

Level of Service (LOS) - Levels of Service shall be determined in accordance with the methods reported in the latest edition/update of the *Highway Capacity Manual*, Special Report 209.

Pass-by Trips - Pass-by trip reductions, if used, shall be shown and calculated on separate figures. The pass-by rates must be established during the scoping process. Rates and procedures shown in the latest edition of the *ITE Trip Generation* manual may be used. For those land uses without pass-by trip rates, sufficient documentation supporting the proposed rates shall be provided to and accepted by Spokane County.

Peak Hour Factors (PHF) - Peak hour factors shall be determined from the recorded turn movement volumes and used throughout the study. For cases where a peak hour factor was not calculated or was unable to be calculated, the default values contained in the latest edition/update of the *Highway Capacity Manual* shall be used.

Responsible Engineer - The engineer that is responsible for the work of the study and report shall affix his/her seal on the cover page of the report. The responsible engineer shall be licensed in the State of Washington and have experience in traffic/transportation engineering.

Right Turns on Red (RTOR) - RTOR movements, if they are to be used as reductions in the study, shall be recorded in the field and submitted with the turn movement counts. The number of vehicles that can take advantage of this maneuver greatly varies by intersection and area.

TECHNICAL REFERENCE A

Traffic Studies and Review Procedures

As v/c ratios increase, fewer gaps will be available to allow RTOR movements and a methodology for use in future year scenarios shall be provided and accepted by Spokane County prior to submission of the traffic study report.

Trip Generation - Trip generation shall be based on local trip generation rates for similar facilities provided there has been sufficient study to provide good statistical significance. Where local rates are not available, the rates contained in the latest edition of the ITE *Trip Generation* manual shall be used.

Turn Movement Counts - As a general rule, traffic counts should be recorded less than one year prior to submitting a traffic study. Older counts may be used provided they are adequately factored to represent current volumes and the methods used in determining and applying the factors are discussed in the report. Counts older than two years shall not be used.

Updated Studies - Occasionally traffic impact studies will need to be updated and/or revised. Should this be necessary, all information and procedures shall be brought into conformance with these standards. For example, new turn movement counts may need to be gathered depending on the age of counts or change in traffic patterns, phasing and/or build-out year may need adjusted, etc. Where the revisions to a study are minor and would not warrant the submission of a new report, errata sheets shall be provided along with a notice to affected parties to make the necessary additions, deletions and/or changes.

References

Guidelines for Traffic Impact Reports/Studies, State Highway Administration, Maryland Department of Transportation.

Highway Capacity Manual, Special Report 209, Third Edition. Washington D. C.: Transportation Research Board, 1985, Updated 1994.

Site Impact Traffic Evaluation (SITE) Handbook. Washington D. C.: Federal Highway Administration, 1985.

Traffic Access and Impact Studies for Site Development. Washington D. C.: Institute of Transportation Engineers, 1991.

Trip Generation, Fifth Edition. Washington D. C.: Institute of Transportation Engineers, 1991.

Traffic Study Scope Worksheet
Transportation Engineering

| | | |
|------------------------------------|----------------------|--------------------|
| Name of Project _____ | | |
| Planning File Number _____ | S-T-R _____ | Lead Planner _____ |
| Date of Scoping Meeting _____ | | |
| Attended By _____ | | |
| Description of Project _____ | | |
| Land Uses(if known) _____ | | |
| Project Phasing _____ | Build Out Year _____ | |
| Public Scoping Meeting: Date _____ | Time _____ | Place _____ |

Scope of Study

Environmental Impact Statement Full Traffic Study Other Study/Review

Intersections to Study _____

Background Development Projects _____

Background Growth Rate _____ Pass-by Traffic Rate _____

Site Distance Analysis _____

Area Transportation Improvement Projects (Planned/Scheduled) _____

Anticipated Directional Distribution of Project Traffic _____

Other Comments _____

• Final scope will be established after the first public meeting and upon receipt of a distribution letter and map from the project's traffic engineer.
• This scoping document fulfills the requirements set forth by Spokane County Engineering. Additional analysis may be required by other reviewing agencies.

04/99

Exhibit "C"
Arterial Roadways and Intersections

Planned Arterial Network

Map TR 3

- Legend**
- - - Neighborhood Collector
 - - - Minor
 - - - Principal
 - - - Principal - Controlled Access High Capacity
 - - - Principal - State Route
 - City of Spokane Urban Growth Area
 - Full Movement Interchange
 - △ Partial Movement Interchange

Base Information

- - - City Limits
- - - County Boundary
- - - Highways
- - - Regional Streets
- - - Interstate Highway
- - - Rivers



Source: GIS
Date: 05/30/2006



THIS IS NOT A LEGAL DOCUMENT.
The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities or relationships property lines, section lines, roads, etc.

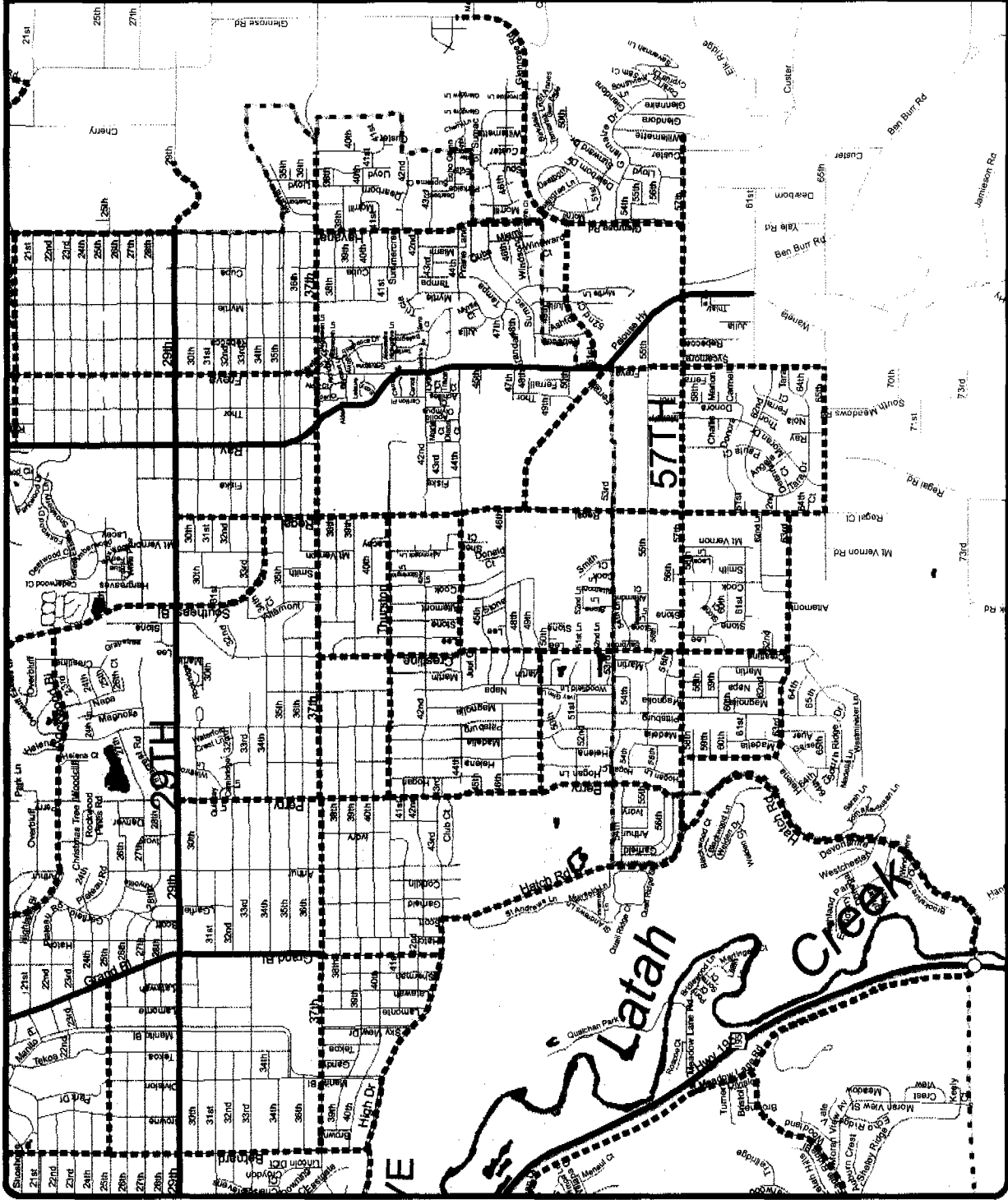


Exhibit "D"

Process Description for interlocal agreement for UGA development regulations for
Spokane County/City of Spokane UGA/JPA

| Goals/ Actions | Process Description for interlocal agreement for UGA development regulations for Spokane County/City of Spokane UGA/JPA | Start Date | End Date |
|---------------------------|---|---------------------|-------------------|
| Action | Development Regulations Coordination Strategy- This task includes work by the Parties to select one coordination strategy from the Collaborative Planning: Spokane County's Metro Urban Growth Area Report. Findings and a report to guide the process for adoption of regulations will be developed. | December 1, 2007 | March 1, 2008 |
| Action | Report and findings adopted by the Parties through an interlocal | March 15, 2008 | April 1, 2008 |
| Goal | Completion of interlocal agreement for UGA development regulations for Spokane County/City of Spokane UGA/JPA | | |
| Action | Facilitation – Work with the Parties to identify the scope and details of development regulations (i.e., zoning, subdivision, PUD, sign, etc.) that will be adopted. | April 1, 2008 | August 1, 2008 |
| Action | Implementation – Work with the Parties to prepare necessary ordinances to be considered by the City of Spokane and Spokane County; conduct a public participation process; adoption by the City Council and Board of County Commissioners as appropriate. | August 1, 2008 | March 1, 2009 |

Summary of differences in standards of Spokane, Spokane Valley, Airway Heights, Liberty Lake and Spokane County from the report titled:

“Collaborative Planning: Spokane County’s Metro Urban Growth Area” July 2007

The report investigates the development regulations and street standards employed by these jurisdictions, focusing on those “edges” where unincorporated land exists between the city limits and the outer boundary of the UGA. It discusses the various issues the jurisdictions face when considering land use applications in these areas, and then suggests a range of strategies to ensure the land use review processes effectively promote public health, safety and welfare, and provide for a fair and consistent development environment.

Many of the development standards adopted by the four cities and applied to areas near their city limits are generally consistent with Spokane County’s urban zoning standards. Densities, lot sizes, permitted land uses and other requirements typically match, with what is permitted on one side of a city limit line mirrored on the other. There are exceptions, of course, but the general rule is that what is within the UGA is expected to be urban. Zoning districts, either within cities or within the unincorporated county, reflect that consistent vision.

Street standards are also similar. Roads constructed to current standards will look and function pretty much the same whether they are within city limits or within the County’s

unincorporated UGA. Conflicts tend to emerge from things development regulations do not address. They appear in areas where subdivision patterns from one neighborhood to the next do not match, even though zoning standards may be quite similar. They appear where sewer service is unavailable, requiring lots to be large enough to accommodate private septic systems regardless of zoning lot size standards. They appear where development occurs in different eras, where market demand changes over time, resulting in architectural or technological shifts. And they appear in processes the jurisdictions use to consider land use actions.

4C
06.25.2009

AGENDA SHEET FOR COUNCIL MEETING OF: May 4, 2009

Submitting Dept.
Planning Services

Contact Person/Phone No.
Leroy Eadie

RECEIVED
APR 23 2009
CITY CLERK'S OFFICE
SPOKANE, WA



ADMINISTRATIVE SESSION

- X Contract
- o Report
- o Claims

LEGISLATIVE SESSION

- o Emergency Ord
- o Resolution
- o Final Reading Ord
- o First Reading Ord
- o Special Consideration
- o Hearing
- o Public Safety

CITY PRIORITY

- o Communications
- o Economic Development
- X Growth Management
- o Human Services
- o Neighborhoods
- o Public Safety
- o Quality Service Delivery
- o Racial Equity/Cultural Diversity
- o Rebuild/Maintain Infrastructure

- CLERK'S FILE
- RENEWS
- CROSS REF
- ENG
- BID
- REQUISITION

OPR 2009-0386

STANDING COMMITTEES

- (Date of Notification)
- o Finance
 - o Neighborhoods
 - o Planning/Community & Econ Dev

o Public Safety

o Public Works

Neighborhood/Commission/Committee Notified:

Action Taken:

AGENDA WORDING:

(If contract, include the term.)

INTERIM INTERLOCAL AGREEMENT REGARDING JOINT PLANNING BETWEEN SPOKANE COUNTY AND THE CITY OF SPOKANE

BACKGROUND:

(Attach additional sheet if necessary)

The City and County previously entered into an Interlocal Agreement Regarding Joint Planning Between Spokane County and the City of Spokane for the Moran/Glenrose Urban Growth Area (the "Moran/Glenrose Agreement"). The parties also previously executed a Memorandum of Understanding ("MOU") in which the parties agreed to negotiate and approve an interlocal agreement for joint planning in all of the unincorporated urban growth areas surrounding and adjoining the City ("Joint Planning Agreement"). The MOU established deadlines for completion of various tasks leading towards completion of the Joint Planning Agreement and further establishes a goal of finalizing the Joint Planning Agreement within two years. The parties have agreed to extend the deadlines for completion of the tasks identified in the MOU and in consideration for such extension have also agreed to amend the Moran/Glenrose Agreement to apply to all of the unincorporated urban growth areas surrounding and adjoining the City.

RECOMMENDATION:

| | |
|-----------------------------|------------------------------|
| Fiscal Impact: o N/A | Budget Account: o N/A |
| o Expenditure: \$ | # |
| o Revenue: \$ | # |
| o Budget Neutral | |

ATTACHMENTS: Include in Packets:
On file for Review in Office of City Clerk:

SIGNATURES:

Department Head

Division Director

Finance

Legal

For the Mayor

Council President

DISTRIBUTION: LEROY EADIE

COUNCIL ACTION: APPROVED BY SPOKANE CITY COUNCIL:

May 4, 2009

 CITY CLERK

9-0161

**INTERIM INTERLOCAL AGREEMENT REGARDING JOINT PLANNING
BETWEEN SPOKANE COUNTY AND THE CITY OF SPOKANE**

This First Amendment (the "Agreement") is entered into, by Spokane County, hereinafter referred to as "County" and the City of Spokane, hereinafter referred to "City", jointly referred to along with the County as the "Parties".

Whereas, the Parties previously entered into an Interlocal Agreement Regarding Joint Planning Between Spokane County and the City of Spokane for the Moran/Glenrose Urban Growth Area (the "Interlocal Agreement");

Whereas, the Parties also previously executed a Memorandum of Understanding ("MOU") in which the Parties agreed to negotiate and approve an interlocal agreement for joint planning in the unincorporated Urban Growth Areas that adjoin the City of Spokane's corporate boundaries ("Joint Planning Agreement"); and

Whereas, the MOU establishes interim deadlines for various tasks, and further establishes a goal of finalizing the Joint Planning Agreement for joint planning within two years; and

Whereas, the Parties have agreed to extend some of the interim deadlines in the MOU; and

Whereas, in the interim, the Parties agree to amend the previously executed Interlocal Agreement to make it applicable to all of the unincorporated Urban Growth Areas adjoining the City of Spokane; and

Whereas, except as expressly set forth below, the Interlocal Agreement shall remain in full force and effect;

Now therefore, the Interlocal Agreement is amended as follows:

Whereas, a Goal of the State Growth Management Act (Chapter 36.70A RCW) is to ensure coordination between communities and jurisdictions, including special purpose districts to reconcile conflicts; and

Whereas, RCW 36.70A.210 requires that county-wide planning policies shall address policies for joint county and city planning within urban growth areas; and

Whereas, The Spokane County Countywide planning policies contain policies for a joint planning process and provide that joint planning may be accomplished pursuant to an interlocal agreement entered into between and/or among jurisdictions and/or special purpose districts; and

Whereas, for reasons described herein the Parties are desirous of coordinating zoning, subdivision and other land use decisions in the unincorporated Urban Growth Area adjoining the City and within the City of Spokane; and

Whereas, the Parties recognize that development occurring in one jurisdiction can have transportation impacts on neighboring jurisdictions and wish to develop and adopt development regulations that will assist in identifying and mitigating those impacts; and

Whereas, upon completion by the Spokane Regional Transportation Council (SRTC) of its findings and recommendations regarding regional concurrency, the Parties intend to review those findings and recommendations and consider appropriate amendments to this Agreement; and

Whereas, the Parties wish to separate from this Agreement, without prejudice to either Party, the issue of potential annexation within the Urban Growth Area, including the legal authority and right to pursue or oppose such annexation.

Now, therefore be it Resolved, in order to coordinate zoning, subdivision and other land use decisions, to ensure that transportation capacity for development meets concurrency requirements, and that consistent development standards are applied, the Parties agree to cooperative joint planning in the unincorporated Urban Growth Areas and adjoining property located within the City of Spokane pursuant to the following terms and conditions:

1. **Legal basis:** This Agreement is entered into pursuant to RCW 36.70A.010; 020(3); 210 (3) (a), (b), (d), and (f); RCW 39.34; Countywide Planning Policies For Spokane County (Planning Policies) Topic 2, Overview of Growth Management Act (GMA) Requirements; Topic 2, Policies (1) and (2); Topic 5 Transportation, Overview of Growth Management (GMA) Requirements; Spokane County Comprehensive Land Use Plan, Chapter 12, Subarea Planning, Goal SP.6 and Policies SP.6.1 – SP.6.6, and the definition of Joint Planning Areas (JPAs) found in the Spokane County Comprehensive Land Use Plan Glossary (pg. G-5).

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

a. To provide for coordinated review and decision making regarding zoning, subdivision and other land use decisions, and planning for transportation in the Urban Growth Area and that certain adjacent area located in the City of Spokane.

b. To ensure that transportation improvements necessary to mitigate transportation impacts resulting from development in the unincorporated Urban Growth Areas and adjacent areas within the City of Spokane are identified and constructed concurrent with the development and/or that adequate funding is secured to finance construction of such transportation improvements concurrent with development, as

required by RCW 36.70A.070(6)(b).

c. To ensure that development standards applied within the unincorporated Urban Growth Areas and adjacent areas within the City of Spokane relating to allowable land uses, densities, streets, sidewalks, curbing, drainage and utilities are compatible and evolve towards consistency.

d. The Parties desire to jointly develop and implement compatible development regulations, procedures and standards related to the review and approval of projects within the unincorporated Urban Growth Areas.

e. The Parties desire to jointly establish and implement consistent development regulations and procedures governing the provision of all public facilities within the unincorporated Urban Growth Areas and adjacent areas within the City of Spokane. The Parties agree to commit sufficient staff to draft and finalize these specific regulations.

3. **Applicability:** The Agreement shall apply to the unincorporated Urban Growth Areas identified in Exhibit "A" hereto.

4. **Development Proposals Affected:** This Agreement applies to development proposals in the unincorporated Urban Growth Areas identified in Exhibit "A", submitted after the date of this Agreement, that are subject to the Notice of Application requirements of RCW 36.70B as adopted by the County, including proposals subject to the State Environmental Policy Act.

The project review and approval procedural requirements set forth in this Agreement also apply to development proposals within the City of Spokane where the development proposal directly impacts transportation systems within those areas

identified in Exhibit "A". The development proposals described above in this section 4 are referred to hereinafter as the "Development Proposal(s)". For purposes of this Agreement a development proposal will be deemed to "directly impact transportation systems" if it contributes 20 or more p.m. peak hour trips to an arterial intersection within those areas identified in Exhibit "A" or the City of Spokane as identified in Trip Generation Reports required in section (5)(a) below.

Notice of Application, Notice of Hearing and Notice of Decision required by RCW 36.70B, and any environmental checklist, EIS or other environmental document required pursuant to RCW 43.21C relative to a Development Proposal shall be provided to each Party by the other Party in a timely manner and in accordance with applicable regulations. The Parties further agree they shall provide each other at least 7 days notice of any technical review meeting(s) with regard to a Development Proposal and are allowed and encouraged to attend any building permit preconstruction conference and/or technical review meetings. Such notice shall be in the form of standard notice for such technical review meeting given by the either party.

The Parties (or their authorized designees) shall confer, in an attempt to reach a consensus position/recommendation, on Development Proposals prior to issuance of any final DNS, MDNS or staff report to the Hearing Examiner. For SEPA documents, the jurisdiction having lead agency status shall include the consensus position/recommendation and any mitigating conditions, or if unable to reach consensus, their individual recommendations and any mitigating conditions as applicable. For Development Proposals proceeding to public hearing, both Parties shall include the consensus position/recommendation with their respective staff report/recommended

conditions of approval to the Hearing Examiner or other appropriate hearing body, or, if unable to agree, their respective recommendations.

5. **Transportation:** The Parties recognize that development activity within their respective jurisdictions may cause transportation impacts and may impact transportation levels of service in neighboring jurisdictions. To ensure proper identification and mitigation of development related transportation impacts, the Parties agree that:

a. Unless otherwise inconsistent with law, the Parties shall require applicants subject to the Notice of Application requirements to submit a trip generation letter in connection with any Development Proposal. In all cases where such trip generation letter indicates that the proposed development activity will generate 100 or more p.m. peak hour trips, the Parties shall also require the applicant to prepare a Traffic Impact Study (TIS, as defined in Section 1.30 of the Spokane County Road and Drainage Standards, a copy of which is attached hereto as Exhibit "B") quantifying the transportation impacts of the Development Proposal, and identifying potential mitigation of all significant impacts. The Parties shall be guided by the ITE Transportation Impact Analyses for Site Development in evaluating a proposed trip distribution. Where a trip generation letter indicates the Development Proposal will generate fewer than 100 p.m. peak hour trips, each of the Parties shall consider in good faith a request by the other Party to require a developer to prepare a TIS, but the ultimate decision as to whether or not to require a TIS shall be decided by the Party having regulatory authority for approval of the Development Proposal. The Parties understand that the terminology TIS may range from an in depth analysis of the Development Proposal generated levels-of-service to a cursory

review of safety issues; provided, in cases where a trip generation letter indicates a Development Proposal will generate 100 or more p.m. peak hour trips, the TIS shall evaluate the impacts of those trips on those arterial roadways and intersections identified by agreement of the Parties at the time of the Development Proposal. In the event the Party within whose jurisdiction the Development Proposal is proposed determines to require preparation of a TIS, the other Party shall have an opportunity to participate in the scoping used to determine the depth of analysis.

b. In approving and/or making recommendations regarding Development Proposals, each of the Parties shall require (or recommend, as the case may be) construction of the transportation improvements necessary to mitigate transportation impacts identified in the TIS concurrent with development as required by RCW 36.70A.070(6)(b) and/or the dedication of such land or payment of money in lieu thereof that is necessary to mitigate such impacts to the jurisdiction whose transportation system is thereby impacted. Any such fees shall be held and encumbered as provided in RCW 82.02.020.

c. If construction of improvements necessary to mitigate identified direct transportation impacts of a Development Proposal does not take place at the same time as the proposed development, the Parties shall jointly establish a uniform method for quantifying appropriate financial contributions among the City, County and sponsor/developer of the Development Proposal for improvements to be made within 6 years as required by RCW 36.70A.070(b)(6). The Parties recognize that to implement this Agreement some modification of existing regulations may be required and agree to make such modifications in a timely manner consistent with any applicable law after

establishment of a uniform and mutually agreed upon method for quantifying appropriate financial contributions.

d. Neither Party shall approve a Development Proposal that causes levels of service on locally owned transportation facilities in either jurisdiction to decline below the standards adopted in the transportation elements of the respective Parties' comprehensive plan, unless transportation improvements or strategies to accommodate the impacts of development are made concurrent with the Development Proposal or the Development Proposal is conditioned to accomplish concurrency. The Parties agree to (1) notify each other and (2) in good faith consider the other's concerns with regard to the consideration of any change in their respective adopted levels of service for any locally owned transportation facility within the Urban Growth Area and that certain adjacent area located in the City of Spokane. For purposes of this requirement, "concurrent with the Development Proposal" shall mean that improvements or strategies are in place at the time of development, or that a financial commitment is in place to complete the necessary improvements or strategies within six years. The Parties further agree to identify Development Proposals that fail to comply with the concurrency standards of either Party and to report their respective findings to the decision maker in written staff reports.

6. **Development Standards:** The Parties recognize that development in the unincorporated Urban Growth Area without compatible development regulations is capable of frustrating the purpose and intent of this Agreement.

a. The Parties agree to assign the necessary staff to review applicable development regulations, including but not limited to zoning designations, PUD standards, landscaping, signage, subdivision, road and street standards, sewer and water

standards, bicycle paths, jogging lanes, trail systems application review procedures and stormwater drainage requirements. Such review should include representatives from the private sector who may be impacted by any such amendments. The process of identification and implementation of development regulations for the Urban Growth Area shall commence upon the signing of this Agreement by the Parties, and shall comply with the schedule of events set forth in Exhibit "C" hereto. The Parties expressly separate from this Agreement, without prejudice to either Party, the topic of annexation, including the legal authority and right to pursue or oppose annexation.

b. The Parties agree to confer on the necessity for and/or the location of any connector streets and/or the classification of any streets within or adjacent to a Development Proposal(s). If, after satisfying the Parties' respective obligations under this subsection b, an agreement is not reached, both Parties may present their respective positions to the Hearing Examiner, appropriate hearing body, or administrative official authorized to decide upon the Development Proposal.

c. The Parties agree to confer with each other on Comprehensive Plan/Zoning categories, allowable land uses, densities in the unincorporated Urban Growth Area, and the classification of streets and roadways on the common borders.

d. Based upon the review described in paragraph "a" above in this section 6, the Parties agree to adopt and enforce development regulations consistent with RCW 36.70A.070(6)(b) which prohibit development approval if the development will cause the level of service on a locally owned transportation facility within either jurisdiction to decline below the standards adopted in the transportation element of the comprehensive plan of either of the Parties, unless transportation improvements or

strategies to accommodate the impacts of development are made concurrent with the development or the development proposal is conditions to accomplished concurrency. Strategies may include increased public transportation service, ride sharing programs, demand management, and other transportation systems management strategies. For purposes of this requirement, "concurrent with the development" shall mean that improvements or strategies are in place at the time of development, or that a financial commitment is in place to complete the improvements or strategies within six years.

7. **Other Regulations:** Nothing in this Agreement shall supersede or negate any land use or development regulation of the Parties in existence on the date of this Agreement.

8. **Additional Agreements:** The Parties contemplate future joint planning agreements that may relate to the Urban Growth Area. Nothing in this Agreement is intended to prohibit the development of future agreements relating to either the impacts identified above or other impacts that may now or in the future exist. No future agreement between the Parties hereto shall amend or modify this agreement unless specifically stated in the agreement and agreed to by the parties pursuant to paragraph 14 of this agreement. Any future agreement between the Parties shall be construed such that it is consistent with the terms of this agreement

9. **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.*

10. **Change in Standards or Ordinances:** Any change in the Parties

respective (i) development regulations, (ii) comprehensive plans, or (iii) official controls regardless of whether they affect the Urban Growth Area shall be forwarded to the other party within 21 days of passage.

11. Non-Binding Arbitration of Disputes: Any disputes arising from this Agreement may be submitted to non-binding arbitration by either Party within 30 days of notification of a dispute. Prior to arbitration, the Parties, represented by their elected officials, shall first meet informally in an attempt to reach resolution. If a single arbitrator cannot be agreed upon by the Parties, each party shall select one arbitrator who in turn shall select a third arbitrator to conduct the arbitration. The decision of the arbitration panel shall not be binding on either party. Provided, however, the Parties agree to consider in good faith the decision of the arbitration panel. Each Party shall bear their own attorney's fees and costs related to the arbitration; provided that the fees charged by the single arbitrator, if a single arbitrator is agreed upon, or the third arbitrator if a third arbitrator is necessary shall be shared equally by the Parties.

The non-binding arbitration described in this section 11 shall not be a condition precedent to an action initiated by either Party in a court of competent jurisdiction. The substantially prevailing Party in any litigation shall be entitled to recover from the other Party its reasonable attorney fees and other litigation costs as ordered by the court.

12. Indemnification and Liability:

a. Spokane County shall protect, save harmless, indemnify and defend, at its own expense, the City, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever arising out of Spokane County's performance of this Agreement, including claims by

Spokane County's employees or third parties, except for those damages caused solely by the negligence or willful misconduct of the City, its elected and appointed officials, officers, employees, or agents.

b. The City shall protect, save harmless, indemnify and defend, at its own expense, Spokane County its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever arising out of the City's performance of this Agreement, including claims by the City's employees or third parties, except for those damages caused solely by the negligence or willful misconduct of Spokane County, its elected and appointed officials, officers, employees, or agents.

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

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

13. **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 pursuant to section 14 of this Agreement.

14. **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties with respect to the matters set forth herein. This Agreement may only be amended in writing by mutual agreement of the Parties.

15. **Designated Representative.** The Parties agree that the Mayor 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 Chairman of the Board of County Commissioners or his/her designee shall be the designated representative of the County. Within 30 days of the Parties' mutual execution of this Agreement, the designated representatives shall form working groups consisting of their respective employees and assign such groups responsibility for complying with the timetable set forth in Exhibit "C" hereto.

16. **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.

17. **Termination.** Either Party may terminate its obligations under this Agreement upon one year advance written notice to the other Party. Following a termination, the County and City are responsible for fulfilling any outstanding obligations under this Agreement, or amendment thereto, incurred prior to the effective date of the termination.

18. **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.

19. **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.

20. **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.

21. **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 hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

22. **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; 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: Chairman of the Board of County Commissioners
1116 West Broadway Avenue
Spokane, Washington 99260

CITY City of Spokane Mayor or his/her authorized representative
City Hall

808 West Spokane Falls Boulevard
Spokane, Washington 99201

23. RCW 39.34 Required Clauses.

A. Purpose

See Paragraph 2 above

B. Duration

See Paragraph 16 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.

The City shall file this Agreement with its City Clerk. The County shall place this Agreement on its web site.

F. Financing.

Each Party shall be responsible for the financing of its contractual obligations under its normal budgetary process.

G. Termination.

See Paragraph 17 above.

24. 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.

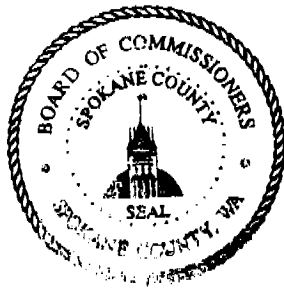
25. **Remedies.** Upon the occurrence and continuance of any Event of Default, the non-defaulting party's exclusive remedies shall be specific performance, declaratory judgment and other equitable remedies.

26. **Exhibits.**

- | | |
|-------------|---|
| Exhibit "A" | Map of Urban Growth Area |
| Exhibit "B" | Section 1.30 of the Spokane County Road and Drainage Standards |
| Exhibit "C" | Process Description for interlocal agreement for UGA development regulations for Spokane County/City of Spokane UGA/JPA |

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date and year opposite their respective signature blocks.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON



ABSENT

TODD MIELKE, CHAIR

MARK RICHARD, VICE CHAIR

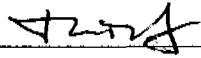
BONNIE MAGER, COMMISSIONER

ATTEST:

Daniela Erickson

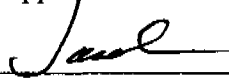
Daniela Erickson 9-0161
Clerk of the Board

CITY OF SPOKANE

By: 

Title: Thomas E. Danek, Jr.
City Administrator
City of Spokane

Approved as to form:



Assistant City Attorney

ATTEST:

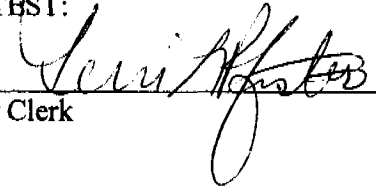

City Clerk



Exhibit "A"
Urban Growth Area

"Urban Growth Area", as used in this Agreement, means all unincorporated urban growth areas adjoining the City's corporate boundaries, as amended and/or expanded from time to time, including without limitation the following urban growth areas, as illustrated in Map "A":

Alcott UGA

Hillyard UGA

Indian Canyon UGA

Moran-Glenrose UGA

Designated North Metro UGA/JPA- The Parties agree to joint plan in the designated North Metro UGA/JPA under the terms of this agreement; provided this agreement to limit the application of this Agreement in said manner shall not constitute a waiver of the City's claim that it is entitled to engage in joint planning as contemplated under GMA for the entire North Metro UGA; and provided further, the Parties may choose on a case by case basis to joint plan under the terms of this Agreement for Development Proposals (as that term is defined in section 4 of this agreement) in the remaining portion of the North Metro UGA. Provided, this Agreement or a choice to follow the terms of this Agreement regarding the joint planning for Development Proposals outside of the designated North Metro UGA/JPA is not an acknowledgement that the entire North Metro UGA is a JPA. The County designated only a portion of the North Metro UGA as a JPA under Resolution NO. 06-0497. The Eastern Washington Growth Management Hearings Board found the County out of compliance with GMA for failing to designate the entire North Metro UGA as a JPA for the City of Spokane. The County's appeal of the Board's decision is pending in court. The agreement to plan in the North Metro UGA shall not be construed as a waiver of either Parties positions in the pending litigation. At such time as the County's appeal in *Spokane County v. City of Spokane*, Spokane County Superior Court Cause No. 06-2-05496-7 is resolved with finality, this Agreement will be amended consistent with such court decision.

Seven Mile UGA

Shawnee UGA

Upriver UGA

West Plains UGA

West Plains/Thorpe UGA

Exhibit "B"

Section 1.30 of the Spokane County Road and Drainage Standards

Exhibit "B"

1.30 TRAFFIC IMPACT STUDY

Prior to a land use action, the Sponsor shall perform a traffic impact study when the project meets the criteria of one or more of the items listed below. A specific scoping by the County Engineer may range from an in-depth analysis of site generated levels-of service to a cursory review of safety issues. The County Engineer shall determine the specific project scope. The Sponsor shall submit a traffic report signed by a Professional Engineer, licensed in the State of Washington. The traffic impact study shall be performed in accordance with Technical Reference A of these Standards.

1. The County Engineer determines that the proposed development will generate enough peak hour trips to lower or aggravate the minimum acceptable LOS.
2. The County Engineer determines that driveways from the land development proposal have the potential to generate traffic safety problems on the adjacent public roadway.
3. The County Engineer determines that an existing route with a history of traffic accidents will be further impacted by an increase in traffic from the proposal.

Exhibit "C"

Process Description for interlocal agreement for UGA development regulations for
Spokane County/City of Spokane UGA/JPA

- _____, 2009 Spokane County Commissioners adopt a resolution directing the County Engineer and Building and Planning Department to prepare proposed draft revisions to appropriate codes and ordinances applicable to Urban Growth Areas, consistent with the adopted County Public Participation Guidelines, which would:
1. Ensure that all new roads within Urban Growth Areas meet County public road standards for curbed roads as proposed for CTED Collaborative Planning Grant; new private roads in UGAs shall meet public road standards and shall be allowed only in special circumstances such as gated communities.
 2. Incorporate connectivity standards within and between subdivisions as proposed for CTED Collaborative Planning Grant.
 3. Incorporate urban design guidelines as proposed for CTED Collaborative Planning Grant.
- _____, 2009 Spokane County Commissioners adopt a resolution directing the Building and Planning Department to:
1. Formally propose a communication and notification procedure for land use actions applicable to the Urban Growth Areas as proposed for the CTED Collaborative Planning Grant.
- Summer 2009 Spokane County Commissioners receive and review Planning Commission recommendations, public and agency comments, and consider adoption of the above described proposed procedures and draft revisions to ordinances.

No. 9-0161

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF APPROVAL OF A)
PROPOSED INTERIM JOINT PLANNING)
AGREEMENT FOR URBAN GROWTH AREAS)
ADJACENT TO CITY OF SPOKANE)

RESOLUTION

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County has the care of County property and the management of County funds and business; and

WHEREAS, pursuant to Resolution No. 8-0187, the Board of County Commissioners entered into a Memorandum of Understanding (MOU) with the City of Spokane regarding joint planning in the certain areas of the unincorporated Spokane County; and

WHEREAS, upon a proposal to amend the MOU it was proposed that the Moran/Glenrose agreement be amended and made applicable to all of the UGAs adjacent to the City of Spokane as an interim joint planning agreement for the UGAs adjacent to the City of Spokane; and

WHEREAS, a collaboration between representatives of Spokane County and the City of Spokane has produced a document entitled "Interim Interlocal Agreement Regarding Joint Planning Between Spokane County And The City of Spokane" representing the proposed amendment of the Moran/Glenrose agreement.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Spokane County that the Chairman of the Board or a majority of the Board is hereby authorized to execute the "Interim Interlocal Agreement Regarding Joint Planning Between Spokane County And The City of Spokane" or a document substantially similar in terms and conditions to it other than an open meeting.

APPROVED BY THE BOARD this 24th day of February, 2009



ATTEST:

Daniela Erickson
Daniela Erickson
Clerk of the Board

ABSENT

Todd Mielke, Chair

Mark Richard
Mark Richard, Vice-Chair

Bonnie Mager
Bonnie Mager, Commissioner

RECEIVED

FEB 20 2008



AGENDA SHEET FOR COUNCIL MEETING OF: March 3, 2008

CITY CLERK'S OFFICE
SPOKANE, WA
Council Sponsor

Submitting Dept.
Planning Department

Contact Person/Phone No.
Ken Pelton

ADMINISTRATIVE SESSION

- X Contract
- o Report
- o Claims

LEGISLATIVE SESSION

- o Emergency Ord
- o Resolution
- o Final Reading Ord
- o First Reading Ord
- o Special Consideration
- o Hearing

CITY PRIORITY

- o Communications
- o Economic Development
- X Growth Management
- o Human Services
- o Neighborhoods
- o Public Safety
- o Quality Service Delivery
- o Racial Equity/Cultural Diversity
- o Rebuild/Maintain Infrastructure

- CLERK'S FILE
- RENEWS
- CROSS REF
- ENG
- BID
- REQUISITION

OPR 2008-0142

STANDING COMMITTEES
(Date of Notification)

- o Finance _____
- o Neighborhoods _____
- o Planning/Community & Econ Dev _____

- o Public Safety _____
- o Public Works _____

Neighborhood/Commission/Committee Notified:

Action Taken:

AGENDA

WORDING:

(If contract, include the term.)

MEMORANDUM OF UNDERSTANDING WITH SPOKANE COUNTY REGARDING JOINT PLANNING IN URBAN GROWTH AREAS ADJACENT TO THE CITY OF SPOKANE

BACKGROUND:

(Attach additional sheet if necessary)

In connection with the settlement of the County's opposition to the North Division Annexation, Spokane County agreed to pursue joint planning with the City in all urban growth areas adjoining the City's corporate boundaries. The parties agreed to enter into an interim agreement identifying key staff and establishing a timeline for accomplishing key tasks in the joint planning process. The Mayor has signed the attached Memorandum of Understanding. This agenda seeks City Council ratification of the Mayor's execution of the Memorandum of Understanding.

RECOMMENDATION:

Fiscal Impact: o N/A

Budget Account: o N/A

- o Expenditure: \$
- o Revenue: \$
- o Budget Neutral

#

ATTACHMENTS: Include in Packets:
On file for Review in Office of City Clerk:

SIGNATURES:

LEROY EADIE by Ken Pelton
Department Head

[Signature]
Division Director

[Signature]
CHIEF OF STAFF

[Signature]
Legal

[Signature]
City Administrator for Mayor

Finance

[Signature]
Council President

DISTRIBUTION:

APPROVED BY
SPOKANE CITY COUNCIL:

COUNCIL ACTION:

March 3, 2008
[Signature]
CITY CLERK

8 0187 MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into as of January 15, 2008, by and between Spokane County, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as "County," and the City of Spokane, a municipal corporation in the State of Washington, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, hereinafter referred to as "City," jointly hereinafter referred to as the "parties."

A. RCW 36.70A.100 requires the comprehensive plan of each county and city to be coordinated with, and consistent with, the comprehensive plan of cities with which the county or city has, in part, common borders or related regional issues.

B. RCW 36.70A.210 requires the legislative authority of a county to adopt county-wide planning policies which act as a framework from which county and city comprehensive plans are developed and adopted under the provisions of Chapter 36.70A RCW ("Growth Management Act" or "GMA").

C. RCW 36.70A.210(3)(f) requires county-wide planning policies to include policies for joint county and city planning within urban growth areas.

D. As part of the process of designating urban growth areas, GMA encourages the development of agreements regarding land use regulation and the providing of services in that portion of the urban growth area outside of an existing city and into which the city is eventually expected to expand ("Joint Planning Agreements") (WAC 365-195-335(3)(k)).

E. GMA indicates that Joint Planning Agreements should include an appropriate allocation of financial burdens resulting from the transition of land from county to city jurisdiction (WAC 365-195-335(3)(k)).

F. Pursuant to GMA's requirements, the Board of County Commissioners adopted county-wide planning policies ("CWPPs") in December 1994 and subsequently amended the CWPPs in December 2004.

G. The CWPPs recognize that the Spokane County Comprehensive Plan defines Joint Planning Areas as "areas designated as Urban Growth Areas assigned to a city or town for future urban development but located in the unincorporated county where a coordinated planning process between the cities, towns, and the County will be conducted".

H. The CWPPs provide that this joint planning process should (a) include all jurisdictions adjacent to an urban growth area and special purpose

districts designated to provide services within the urban growth area which will be affected by the eventual transference of governmental services; (b) recognize that urban growth areas are potential annexation areas for cities; (c) ensure a smooth transition of services amongst existing municipalities and emerging communities; (d) ensure the ability to expand urban governmental services and avoid land use barriers to expansion; and (e) resolve issues regarding how zoning, subdivision and other land use approvals in designated joint planning areas will be coordinated.

I. Consistent with GMA and GMA-related mandates, and in partial consideration for resolving the County's opposition to the North Division Annexation, the parties have agreed to formalize an agreement designating appropriate staff, and establishing a timeline for the negotiation and approval of a Joint Planning Agreement that will apply to each of the urban growth areas that adjoin the City's corporate boundaries.

NOW THEREFORE, the parties agree as follows:

1. Joint Planning Agreement. The parties agree to engage in collaborative negotiations resulting in approval and execution of an interlocal agreement for joint planning in the following urban growth areas ("Joint Planning Agreement"):

1. Alcott UGA
2. Hillyard UGA
3. Indian Canyon UGA
4. Moran-Glenrose UGA
5. North Metro UGA. The Parties agree to joint plan in the North Metro UGA. Provided, such agreement is not an acknowledgement that the entire North Metro UGA is a JPA. The County designated only a portion of the North Metro UGA as a JPA under Resolution NO. 06-0497. That designation is on appeal in court. The agreement to plan in the North Metro UGA shall not be construed as a waiver of either Parties positions in the pending litigation. At such time as the County's appeal in *Spokane County v. City of Spokane*, Spokane County Superior Court Cause No. 06-2-05496-7 is resolved with finality, this Agreement will be amended consistent with such court decision.
6. Seven Mile UGA
7. Shawnee UGA
8. Upriver UGA
9. West Plains UGA (Airway Heights, City of Spokane, Spokane County)
10. West Plains/Thorpe UGA

The parties by mutual agreement may include additional areas for joint planning.

2. Substantive Subjects of Joint Planning Agreement. The parties agree to negotiate in good faith with respect to addressing the following substantive areas in the Joint Planning Agreement:

A. Cooperative Planning System

1. UGA boundary designation/amendment process
2. Planning implementation
 - a. Comprehensive plan consistency
 - b. UGA zoning and development standards, including but not limited to:
 - (1) Critical Area designations and protection
 - (2) PUD standards
 - (3) Landscaping
 - (4) Signage
 - (5) Subdivision
 - (6) Road and street standards
 - (7) Sewer and water standards
 - (8) Bicycle paths, jogging lanes, trail systems
 - (9) Stormwater drainage requirements
 - (10) Shorelines
 - (11) Enforcement
 - (12) Fee and cost sharing
 - c. Joint UGA Development Code. The parties will explore the feasibility of adopting a joint urban growth area development code that could be administered (1) by the parties jointly, (2) by the County, or (3) by the City, with final decision making authority reserved to the jurisdiction in which the development is located.

B. Building and Land Use Permits

1. Application review procedures, including potential processing and review of applications for development in the unincorporated UGA by City staff with final approval by the County.
2. Coordinated and cooperative SEPA review and mitigation

C. Coordinated Infrastructure Development and Level of Service

1. Roads/Transportation
 - a. Design standards

- b. Level of Service
 - c. Coordinated and cooperative project review and mitigation
 - d. Coordinated impact fee program
2. Other capital facilities planning in urban growth areas as appropriate

D. Transference of Governance

1. Annexation Procedures
2. Development review in pending annexation areas
3. Building permits, early transfer of authority
4. Records transfer
5. Revenue Sharing
6. Capital facility and infrastructure cost reimbursement

The parties by mutual agreement may add other substantive subjects in the Joint Planning Agreement.

3. Designation of Key Staff. The Board of Spokane County Commissioners and Mayor of Spokane will oversee progress of the collaborative negotiations and will set overall direction and further discussion and action, consistent with the terms of this Memorandum of Understanding. The Chair of the Board of County Commissioners and the Mayor of Spokane will oversee the process and deploy necessary resources to advance and complete negotiations and approval of the Joint Planning Agreement. The Department heads of the parties' respective planning departments will act as primary leads to the negotiation and implementation of the Joint Planning Agreement. County and City legal staff will assist in the development of the Joint Planning Agreement.

4. Timelines and Tasks. The parties agree to exercise good faith and best efforts to comply with the following list of assignments and deadlines leading to the approval of the Joint Planning Agreement. Under the "INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE AND SPOKANE COUNTY CONCERNING THE IMPACTS OF THE NORTH DIVISION ANNEXATION" previously executed by the Parties, the Parties acknowledged and agreed that it may take approximately two years to negotiate and obtain approval of the Joint Planning Agreement. Notwithstanding the previous agreement of the parties as described above, the Parties agree to work together to complete the Joint Planning Agreement earlier if possible.

March 15, 2008 Complete initial scope of Joint Planning Agreement.

April 1, 2008 Review draft revenue and service delivery information prepared by consultant.

- May 1, 2008 Agree on substantive issues that will be addressed in the Joint Planning Agreement.
- June 1, 2008 Completion of draft of Joint Planning Agreement.
- June 1, 2009 Report progress regarding Joint Planning Agreement to CTED.

The parties agree to extend the foregoing deadlines from time to time as is reasonably necessary and for good cause.

5. CTED Grant. The parties agree to utilize the services of Mike McCormick to assist the parties in negotiating the terms of the Joint Planning Agreement. It is understood and agreed that the parties will take advantage of any grant funding that is available to cover the cost of Mr. McCormick's assistance with this project. Mr. McCormick, FAICP, is an independent consultant specializing in the Growth Management Act and intergovernmental relations, with a business address of 2420 Columbia SW, Olympia, WA 98501. To the extent the cost of Mr. McCormick's services related to this project exceed available grant funding, the parties agree to share the excess costs on an equal basis.

6. Dispute Resolution. Any dispute between the parties which cannot be resolved between the parties shall be subject to arbitration. The provisions of Chapter 7.04 RCW shall be applicable to any arbitration proceeding. The County and the City shall have the right to designate one person each to act as an arbitrator. The two selected arbitrators shall then jointly select a third arbitrator. The decision of the arbitration panel shall be binding on the parties and shall be subject to judicial review as provided for in Chapter 7.04 RCW. The costs of the arbitration panel shall be equally split between the parties.

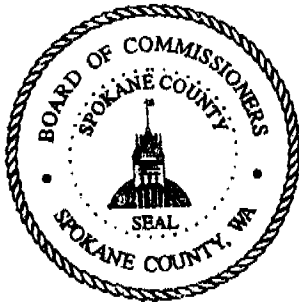
7. This memorandum of understanding shall be binding on parties and the Parties shall be held responsible as to the agreed upon deadlines.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed effective the date and year first mentioned herein above.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE, COUNTY, WASHINGTON

ABSENT

BONNIE MAGER, Chair



Todd Mielke
TODD MIELKE, Vice Chair

Mark Richard
MARK RICHARD, Commissioner

ATTEST:

Daniela Erickson

Daniela Erickson
Clerk of the Board

CITY OF SPOKANE:

By: Mary B. Verner
Mary Verner, Mayor

Attest:

Sam H. Gates
City Clerk

Approved as to form:

Jae
Assistant City Attorney



BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING A)
MEMORANDUM OF UNDERSTANDING)
BETWEEN SPOKANE COUNTY AND THE CITY)
OF SPOKANE REGARDING JOINT PLANNING)
UNDER CHAPTER 36.70A. RCW CONSISTENT)
WITH THE SETTLEMENT OF THE NORTH)
DIVISION ANNEXATION MATTER)

RESOLUTION

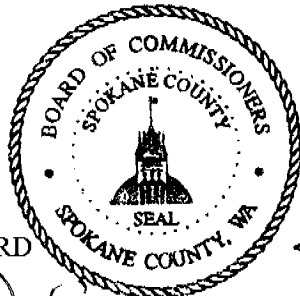
WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County (hereinafter referred to sometimes as the "Board") has the care of County property and the management of County funds and business; and

WHEREAS, pursuant to Spokane County Resolution No. 07-1052, the City of Spokane and Spokane County resolved the lawsuits filed by Spokane County regarding the City of Spokane's North Division Annexation. The resolution was set forth in a document entitled "INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE AND SPOKANE COUNTY CONCERNING THE IMPACTS OF THE NORTH DIVISION ANNEXATION" (the "Agreement"). Section No. 5 of the Agreement provided that no later than January 15, 2008, the City of Spokane and County would execute and sign a letter agreement identifying key staff assigned to the development of Joint Planning Agreements for certain listed areas as well as set forth an agreed timeline for the development and approval of said Joint Planning Agreements by the respective legislative bodies; and

WHEREAS, pursuant to Section No. 5 of the above referenced Agreement, representatives of the City of Spokane and Spokane County have negotiated a document entitled "MEMORANDUM OF UNDERSTANDING". Under the terms of that document, the Parties have reduced to writing their commitment for joint planning in various areas.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Spokane County, pursuant to the provisions of Spokane County Resolution 07-1052 and chapter 36.70A RCW, that either the chairman of the Board or a majority of the Board be and is hereby authorized to execute that document entitled "MEMORANDUM OF UNDERSTANDING" pursuant to which the County and City of Spokane have reduced to writing their commitment for joint planning in the certain areas consistent with their commitment in Section No. 5 of that document entitled "INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE AND SPOKANE COUNTY CONCERNING THE IMPACTS OF THE NORTH DIVISION ANNEXATION".

PASSED AND ADOPTED this 4th day of March, 2008.



BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

ABSENT

BONNIE MAGER, Chair

Todd Mielke

TODD MIELKE, Vice Chair

Mark Richard

MARK RICHARD, Commissioner

ATTEST:
CLERK OF THE BOARD

Daniela Erickson

Daniela Erickson

LC
(02.17.2009)

AGENDA SHEET FOR COUNCIL MEETING OF: May 4, 2009

RECEIVED
APR 23 2009



Submitting Dept.
Planning Services

Contact Person/Phone No.
Leroy Eadie

Council Sponsor
CITY CLERK'S OFFICE
SPOKANE, WA

ADMINISTRATIVE SESSION

- X Contract
- o Report
- o Claims

LEGISLATIVE SESSION

- o Emergency Ord
- o Resolution
- o Final Reading Ord
- o First Reading Ord
- o Special Consideration
- o Hearing
- o Public Safety

CITY PRIORITY

- o Communications
- o Economic Development
- X Growth Management
- o Human Services
- o Neighborhoods
- o Public Safety
- o Quality Service Delivery
- o Racial Equity/Cultural Diversity
- o Rebuild/Maintain Infrastructure

CLERK'S FILE OPR 2008-0142

RENEWS _____

CROSS REF _____

ENG _____

BID _____

REQUISITION _____

Neighborhood/Commission/Committee Notified: _____

Action Taken: _____

STANDING COMMITTEES

(Date of Notification)

o Finance _____

o Neighborhoods _____

o Planning/Community & Econ Dev _____

o Public Safety _____

o Public Works _____

AGENDA WORDING:

FIRST AMENDMENT OF MEMORANDUM OF UNDERSTANDING

(If contract, include the term.)

BACKGROUND:

(Attach additional sheet if necessary)

The City and County previously entered into an Interlocal Agreement Regarding Joint Planning Between Spokane County and the City of Spokane for the Moran/Glenrose Urban Growth Area (the "Moran/Glenrose Agreement"). The parties also previously executed a Memorandum of Understanding ("MOU") in which the parties agreed to negotiate and approve an interlocal agreement for joint planning in all of the unincorporated urban growth areas surrounding and adjoining the City ("Joint Planning Agreement"). The MOU established deadlines for completion of various tasks leading towards completion of the Joint Planning Agreement and further establishes a goal of finalizing the Joint Planning Agreement within two years. The parties have agreed to extend the deadlines for completion of the tasks identified in the MOU and in consideration for such extension have also agreed to amend the Moran/Glenrose Agreement to apply to all of the unincorporated urban growth areas surrounding and adjoining the City.

RECOMMENDATION:

| | |
|-----------------------------|------------------------------|
| Fiscal Impact: o N/A | Budget Account: o N/A |
| o Expenditure: \$ | # |
| o Revenue: \$ | # |
| o Budget Neutral | |

ATTACHMENTS: Include in Packets:
On file for Review in Office of City Clerk:

SIGNATURES:

Department Head

Division Director

Legal

For the Mayor

Finance

Council President

DISTRIBUTION: L. EADIE - PLANNING
T. BLACK - PLANNING
J. RICHMON - LEGAL

COUNCIL ACTION:

APPROVED BY
SPOKANE CITY COUNCIL:
May 4, 2009
Leroy Eadie
CITY CLERK

RECEIVED
7/14/2009
CITY CLERK'S OFFICE
SPOKANE, WA

**FIRST AMENDMENT OF
MEMORANDUM OF UNDERSTANDING**

This First Amendment is entered into as of _____, 2009, by and between Spokane County, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as "County," and the City of Spokane, a municipal corporation in the State of Washington, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, hereinafter referred to as "City," jointly hereinafter referred to as the "parties."

Whereas, on January 15, 2008, the parties entered into a Memorandum of Understanding agreeing to negotiate and approve an interlocal agreement for joint planning in the Urban Growth Areas adjoining the City's corporate limits (the "MOU"); and

Whereas, the MOU establishes a schedule for certain timelines and tasks; and

Whereas, the parties wish to amend the MOU as it relates to timelines and tasks;

NOW THEREFORE, the parties agree as follows:

1. MOU. The MOU, dated January 15, 2008, and any previous amendments and/or extensions/renewals, thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. AMENDMENT. Section 4 of the MOU is amended as follows:

4. Timelines and Tasks. The parties agree to exercise good faith and best efforts to comply with the following list of assignments and deadlines leading to the approval of the Joint Planning Agreement. Under the "INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE AND SPOKANE COUNTY CONCERNING THE IMPACTS OF THE NORTH DIVISION ANNEXATION" previously executed by the Parties, the Parties acknowledged and agreed that it may take approximately two years to negotiate and obtain approval of the Joint Planning Agreement. Notwithstanding the previous agreement of the parties as described above, the Parties agree to work together to complete the Joint Planning Agreement earlier if possible.

~~March 15, 2008 — Complete initial scope of Joint Planning Agreement.~~

~~April 1, 2008 — Review draft revenue and service delivery information prepared by consultant.~~

~~May 1, 2008 — Agree on substantive issues that will be addressed in the Joint Planning Agreement.~~

~~June 1, 2008 — Completion of draft of Joint Planning Agreement.~~

~~June 1, 2009 — Report progress regarding Joint Planning Agreement to CTED.~~

Completion Date:

April 10, 2009 — Staff develops draft foundational joint planning principles as basis for Joint Planning Agreement. (2 weeks)

45 days — Approval of foundational joint planning principles by City and County legislative bodies

7 days — Staff identifies and prioritizes substantive subjects for Joint Planning Agreement based on agreed principles

45 days — Approval of substantive subjects and priorities by City and County legislative bodies

7 days — Staff develops an outline or template of the Joint Planning Agreement that includes a separate section for each of the agreed substantive joint planning subjects (“Agreement Template”)

Meet every 2nd Friday (beginning Approx. July 24, 2009) — Staff adds substance to each section of the Agreement Template

As completed — Staff seeks approval of respective legislative body upon completion of each section of the Agreement Template in the form of a Joint Planning Agreement.

March 2010 — Final product will be final amendment of Joint Planning Agreement that incorporates final substantive subject. NOTE: final product will likely include additional tasks for the parties to complete such as appropriate legislative actions to implement, etc.).


The parties agree to extend the foregoing deadlines from time to time as is reasonably necessary and for good cause.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed effective the date and year first mentioned herein above.

**BOARD OF COUNTY COMMISSIONERS
OF SPOKANE, COUNTY, WASHINGTON**

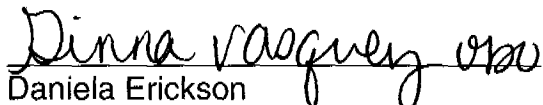

TODD MIELKE, Chair





BONNIE MAGER, Vice Chair


MARK RICHARD, Commissioner


ATTEST:


Daniela Erickson
Clerk of the Board

CITY OF SPOKANE:

By: 
Mary Verner, Mayor

Attest:


City Clerk

Approved as to form:


Assistant City Attorney

