

RESOLUTION NO. 890

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF REDMOND, WASHINGTON,
REGARDING WASHINGTON STATE
DEPARTMENT OF COMMUNITY DEVELOPMENT
GROWTH MANAGEMENT ACT GRANT FUNDS
FOR 1991-1992.

WHEREAS, the 1990 and 1991 State Legislatures passed the Growth Management Act legislation which requires all jurisdictions in King County to prepare comprehensive plans in accordance with its requirements; and

WHEREAS, the Act requires jurisdictions' plans to be consistent; and

WHEREAS, the 1991 Growth Management Act requires the adoption of county-wide planning policies in 1992; and

WHEREAS, the Legislature appropriated funds to assist local governments in implementing the 1990 and 1991 Growth Management Act; and

WHEREAS, the Department of Community Development has allocated \$2,290,066 to King County general purpose governments provided that 60% of those governments representing 75% of the County's population agree to the grant distribution formula and a joint regional strategy for growth management activities; and

WHEREAS, the City approved by Resolution the elements required to accept 1990-1991 Growth Management Act grant funds and an interlocal agreement with King County regarding the distribution of those funds; and

WHEREAS, the City is authorized under RCW 39.34 to enter into interlocal agreements; and

WHEREAS, the King County Liaison Group, an interjurisdictional group of planning, public works and finance officials, has recommended a grant distribution formula and Joint Regional Strategy for 1992 now, therefore,

THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

To be eligible to apply for 1991-1992 Growth Management Act funds the City agrees to:

A. Authorize the Mayor to sign an interlocal agreement with King County regarding the distribution of 1991-1992 Growth Management Act grant funds, substantially in the form of Attachment A;

B. Participate and provide information and data as requested to accomplish the 1992 Joint Regional Strategy (Attachment 1);

C. The grant allocation formula which reserves \$332,000 for region-wide efforts and reduces each jurisdiction's allocation by 14.5% from the 1990-91 formula of \$35,000 base and a per capita allocation based on the jurisdiction's share of the total county population (Attachment 2);

D. Designate the King County Liaison Group, an interjurisdictional group of planning, public works and finance officials, to coordinate the interjurisdictional work in the Joint Regional Strategy (Attachment 3);

E. Designate King County as the fiscal agent to: submit the application to the Department of Community Development for 1991-92 Growth Management Act grant funds on behalf of participating jurisdictions; receive Department of Community Development grant funds; and distribute funds to jurisdictions according to the approved allocation formula.

RESOLVED this 4th day of February, 1992.

CITY OF REDMOND



ROSEMARIE IVES, MAYOR

ATTEST/AUTHENTICATED:



DORIS A. SCHAIBLE, CITY CLERK

FILED WITH THE CITY CLERK: January 28, 1992
PASSED BY THE CITY COUNCIL: February 4, 1992
RESOLUTION NO. 890



King County



City of Seattle

Suburban Cities Association

OF KING COUNTY, WASHINGTON

January 7, 1992

The Honorable Rosemarie Ives
Mayor, City of Redmond
15670 Northeast 85th Street
Redmond, WA 98052-3584

RE: 1991-92 Growth Management Act (GMA) Grant

Dear Mayor Ives:

Please find enclosed materials for your Council's consideration and action for receiving Washington State Department of Community Development (DCD) GMA grant funds for the 1991-1992 fiscal year. King County jurisdictions have been allocated \$2,290,066 by the State to assist in implementing the Growth Management Act.

The materials include:

- A. Interlocal agreement (five copies) with King County for grant fund distribution: this is an updated version of the same agreement adopted for 1990-1991 funds. The following are attachments to the agreement:
 1. Joint Regional Strategy (JRS): this outline of 1992 interjurisdictional work has been developed and reviewed by the interjurisdictional Liaison Group of planning, public works, and finance officials.
 2. Allocation Formula: the formula has been developed and recommended by the Liaison Group. It is the same formula as last year, but it reduces each jurisdiction's allocation by an equal percentage in order to support regional efforts on Countywide Planning Policies (\$246,000) and staffing interjurisdictional Technical Forums and Work Groups (\$86,000).
 3. Liaison Group membership.
- B. Draft resolution: this draft is similar to resolutions passed by cities last year and is provided as a convenience. The State

Resolution No. 890

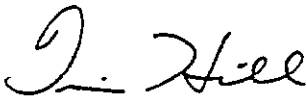
The Honorable Rosemarie Ives
January 7, 1992
Page 2

requires that 60% of the jurisdictions with 75% of the population approve the allocation formula and Joint Regional Strategy in order to submit an application for the grant funds. By approving the interlocal agreement, your Council will also approve the formula and JRS.

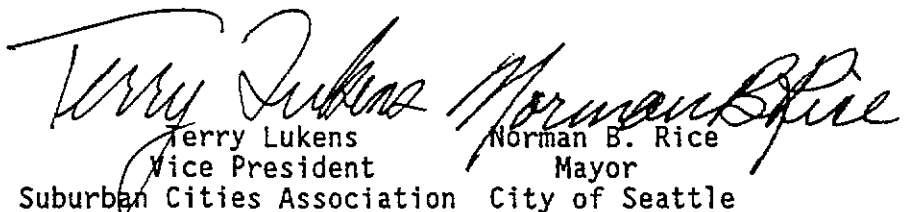
Once your jurisdiction has taken action, please send two copies of the resolution and four (4) signed originals of the interlocal agreement to Nancy K. Ousley, Assistant Manager, King County Planning and Community Development Division, 707 Smith Tower, 506 Second Avenue, Seattle, WA 98104. You will then receive one copy of the fully executed agreement. The application will be submitted to DCD as soon as a sufficient number of resolutions are passed, so your city's action in the next month will be helpful.

Thank you for your cooperation in this and other aspects of Growth Management Act implementation. If you have any questions about the enclosed material, please contact Lois Schwennesen, Director, King County Parks, Planning & Resources Department, at 296-7503.

Sincerely,



Tim Hill
King County Executive



Terry Lukens
Vice President
Suburban Cities Association

Norman B. Rice
Mayor
City of Seattle

TH:kb
c:GMA corr

Enclosures

cc: City Planning Officials
Lois Schwennesen, Director, Parks, Planning and Resources
Department

ATTACHMENT A

A SERVICE AGREEMENT FOR THE DISTRIBUTION AND ADMINISTRATION OF CERTAIN WASHINGTON DEPARTMENT OF COMMUNITY DEVELOPMENT GRANT FUNDS UNDER THE STATE OF WASHINGTON GROWTH MANAGEMENT ACT OF 1990

THIS AGREEMENT, signed this _____ day of _____, 199_____ by and between King County and the City/Town of _____ ("the Municipal Jurisdiction").

WHEREAS, the Washington State Legislature passed the Growth Management Act of 1990 and 1991 (Chapter 17), hereinafter referred to as "the Act," which requires all jurisdictions in the County of King to prepare comprehensive plans consistent with new guidelines; and

WHEREAS, the Act requires that jurisdictions prepare these plans in cooperation with neighboring units of general government; and

WHEREAS, the State of Washington through the adoption and administration of the Act will make funds available to local jurisdictions through the State of Washington Department of Community Development, hereinafter referred to as DCD, for expenditure during the 1991-1992 funding years; and

WHEREAS, the Act directs DCD to establish funding levels for planning and technical assistance grants for counties and cities that plan under this Act and DCD has allocated approximately \$2.29 million dollars to King County jurisdictions; and

WHEREAS, King County and the municipal jurisdictions within King County have been designated together as a county region by DCD for the purpose of receiving DCD funds; and

WHEREAS, DCD requires King County and the municipal jurisdictions within King County to develop a regional work program, hereinafter referred to as a "Joint Regional Strategy," for the 1992 calendar year and beyond for implementation of the Act and for the purpose of receiving DCD funds and to designate an institutional framework to coordinate the accomplishment of the Joint Regional Strategy; and

WHEREAS, DCD requires King County and the municipal jurisdictions within King County to develop an allocation formula for receipt of the DCD grant funds within the county region and designate a fiscal agent to receive and distribute DCD funds according to the approved allocation formula; and

WHEREAS, DCD requires that the Joint Regional Strategy and allocation formula be approved by 60% of legislative authorities of the county and municipal jurisdictions within King County representing 75% of the total population of King County; and

WHEREAS, only King County and municipal jurisdictions which have adopted the Joint Regional Strategy and have agreed to the allocation formula by resolution, motion, or ordinance will be eligible to receive DCD grant funds; and

WHEREAS, in 1991 King County and municipal jurisdictions entered into interlocal agreements for the distribution of 1990-1991 DCD Growth Management Act grant funds which included approving a 1991 Joint Regional Strategy and grant allocation formula; and

WHEREAS, the King County Liaison Committee, which consists of Planning Directors, Public Works Directors and Finance Directors representing King County, the City of Seattle, and other municipal jurisdictions within King County, recommends the Joint Regional Strategy and the grant allocation formula contained herein; and

WHEREAS, King County has entered into a contract with DCD to serve as fiscal agent for the distribution of grant funds among King County and the municipal jurisdictions within King County; and

WHEREAS, in November 1991 the King County Council through the adoption of Ordinance #10182, Section 76, appropriated DCD funds for distribution to King County and the municipal jurisdictions within King County for the 1991-1992 funding year; and

WHEREAS, King County and the Municipal Jurisdiction enter into this Agreement pursuant to and in accordance with the State Interlocal Cooperation Act, RCW Chapter 39.34, for the purpose of distributing and administrating DCD funds and for the execution of activities in accordance with and under authority of the Act;

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING CIRCUMSTANCES AND IN CONSIDERATION OF THE MUTUAL PROMISES HEREIN, IT IS AGREED THAT:

I. GENERAL AGREEMENT

King County and the Municipal Jurisdiction agree to comply with the provisions of the "Joint Regional Strategy," which is attached hereto as Attachment 1 and is incorporated herein as is fully set forth, by undertaking growth management activities, including coordination of planning efforts to achieve consistency, the development of a public participation process, and undertaking other coordinated planning activities as specified in the Growth Management Act of 1990 and 1991.

II. ENTITLEMENT

The parties agree that the allocation of funds appropriated by the State of Washington Department of Community Development ("DCD") among King County and the municipal jurisdictions within King County shall be governed by the following provisions as outlined in the Grant Allocation Formula, which is attached hereto as Attachment 2 and is incorporated herein as is fully set forth:

- A. By entering this Agreement the Municipal Jurisdiction is eligible to receive a direct share, hereinafter referred to as a pass-through, of DCD funds as calculated in the Grant Allocation Formula, which is based on the following principles:
1. Of the total DCD grant to King County, \$332,000 shall be reserved for county-wide efforts. This results in the Municipal Jurisdiction Share calculated under subsections A.2 and A.3 below being reduced by fourteen and one-half percent (14.5%).
 2. The pass-through shall include a minimum amount of \$35,000.
 3. The remainder of the funds shall be allocated on a per capita basis based on a proportional distribution of total population with King County as determined in the April 1991 estimate by the State of Washington Office of Financial Management.
 4. If the Municipal Jurisdiction is partially within King County and partially within an adjacent county, it shall have its base amount adjusted based on the proportion of its population which is located in King County.
- B. King County shall distribute any unallocated funds in the same manner as described in paragraph II(A)(2) above or in another manner approved by King County and a minimum of nineteen (19) municipal jurisdictions within King County. Together the population of unincorporated King County and the approving municipal jurisdictions must represent 75% of the total population of King County.

- C. This Agreement is contingent upon the adoption of a resolution, motion, or ordinance by the Municipal Jurisdiction approving the Joint Regional Strategy and Grant Allocation Formula for DCD grant funds and of a municipal work program which outlines the Municipal Jurisdiction's implementation of the Act or the Joint Regional Strategy.

III. REIMBURSEMENT PROVISIONS

The parties agree that King County is the designated fiscal agent for the distribution of DCD funds under the terms of this Agreement. Within ten (10) business days after receiving each quarterly warrant from DCD, King County shall issue a warrant to the Municipal Jurisdiction for an amount equal to one quarter (to the nearest dollar) of the total amount the Municipal Jurisdiction is entitled to receive according to the Grant Allocation Formula.

IV. USE OF FUNDS: GENERAL PROVISIONS

- A. Funds provided to the Municipal Jurisdiction under this Agreement shall be used solely for activities undertaken to fulfill the requirements of the Act and to implement the Joint Regional Strategy.
- B. The Municipal Jurisdiction agrees to conduct the appropriate citizen participation activities as required by the Act, Section 14. Such activities shall include the broad dissemination of proposals and alternatives, opportunity for written comments, public meeting after effective notice, provisions for open discussion, communication programs, information services, and consideration of and response to public comments.

V. ROLE OF THE LIAISON GROUP

The parties agree that the King County Liaison Group (Attachment 3), which consists of the planning directors, public works directors, and finance directors or their designees from King County, the City of Seattle, and other municipal jurisdictions within King County, shall serve as a joint forum for the review and recommendation of policy matters and state requirements to the legislative authorities of King County and the municipal jurisdictions within King County. The parties hereby agree that the Liaison Group shall prepare for DCD an annual regional progress report which describes accomplishments of the Joint Regional Strategy.

VI. RESPONSIBILITIES AND POWERS OF THE MUNICIPAL JURISDICTION

The Municipal Jurisdiction shall have the following responsibilities and powers:

- A. The Municipal Jurisdiction shall propose to its legislative authority a local work program which includes an examination of its role in recognizing and addressing regional or county-wide needs through a coordinated funding approach with King County and other municipal jurisdictions.
- B. The Municipal Jurisdiction shall prepare an annual progress report in accordance with the primary objectives and requirements of the Act, Section 19. The Municipal Jurisdiction's annual progress report shall be sent to the Office of the Manager, King County Planning and Community Development Division, 707 Smith Tower Building, 506 Second Avenue, Seattle, Washington 98104.
- C. The Municipal Jurisdiction shall exercise its discretion in determining the use of its pass-through funds in a manner consistent with the Act and the Joint Regional Strategy including the Municipal Jurisdiction's local policies.

- D. The Municipal Jurisdiction agrees to propose to its legislative authority activities and budgets for inclusion in the implementation of the Joint Regional Strategy.
- E. The Municipal Jurisdiction shall send representatives to participate actively in technical forums for the purpose of accomplishing the Joint Regional Strategy.
- F. The Municipal Jurisdiction shall prepare and submit to King County for transmittal to DCD a short written description of high priority growth management work program projects upon which the Municipal Jurisdiction intends to begin work during the period between July 1, 1991 and June 30, 1992. This description shall include reference to work program projects which implement the Joint Regional Strategy.
- G. The Municipal Jurisdiction undertaking activities and/or projects with DCD funds distributed under this Agreement retains full civil and criminal liability as though these funds were locally generated.
- H. The Municipal Jurisdiction shall fully comply with the State Environmental Policy Act.
- I. The Municipal Jurisdiction shall maintain accounts and records, including personnel, property, financial, and programmatic records, and other such records as deemed necessary, to ensure proper accounting for all project funds and compliance with this Agreement. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and services provided in the performance of this Agreement. These records shall be maintained until June 30, 1994, unless a longer retention period is required by law.

VII. RESPONSIBILITIES AND POWERS OF KING COUNTY

King County, by and through its employees, agents, and representatives, agrees to:

- A. Obtain and present to the Liaison Group all applicable State and DCD policy guidelines, special conditions, and format requirements related to the implementation of the Joint Regional Strategy and related to the administration of the grant funds distributed pursuant to the Act, Section 20.
- B. Prepare and present to DCD the annual progress report regarding the implementation of the Joint Regional Strategy as required by DCD pursuant to the Act, Section 19.
- C. Identify supplemental sources of funding to increase the ability of King County and the municipal jurisdictions within King County to carry out effective growth management activities.
- D. Prepare reports, organize meetings and technical forums/work groups as needed for the Liaison Group to assist in the implementation of the Joint Regional Strategy.

VIII. GENERAL TERMS

- A. This Agreement for the 1991-1992 fund distribution shall be effective July 1, 1991 through June 30, 1992. The parties acknowledge, however, that commitments to accomplish the Joint Regional Strategy do not terminate with this Agreement. The parties agree to use their best efforts to work with DCD to secure additional funding beyond the 1991-1992 funding period and to execute subsequent agreements.
- B. The King County Council through the adoption of Ordinance #10182, Section 76 appropriated DCD funds for distribution to King County

and the municipal jurisdictions within King County for the 1991-1992 funding year;

- C. It is recognized that amendments to this Agreement may become necessary, and such amendment shall take place only when the parties have executed a written addendum to this Agreement.

IX. EVALUATION AND MONITORING

- A. The records and documents with respect to all matters covered by this Agreement shall be subject to inspection, review, or audit by King County so authorized or as requested by DCD during the performance of this Agreement and until June 30, 1994, unless a longer retention period is required by law.
- B. The Municipal Jurisdiction agrees to cooperate with any monitoring or evaluation activities conducted by King County that pertain to the subject of this Agreement. The Municipal Jurisdiction agrees to allow King County, DCD, the State Auditor, and/or any of their employees, agents, or representatives to have full access to and the right to examine during normal business hours and as often as King County may deem necessary, all of the Municipal Jurisdiction's records with respect to all matters covered by this Agreement. King County and/or any of its employees, agents, or representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all invoices, materials, payrolls, and record of matters covered by this Agreement. King County will give advance notice to the Municipal Jurisdiction in the case of fiscal audits to be conducted.
- C. The results and records of said evaluation shall be maintained and disclosed in accordance with RCW Chapter 42.17.

X. HOLD HARMLESS

- A. King County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes to or on behalf of the Municipal Jurisdiction, its employees, or others by reason of this Agreement. The Municipal Jurisdiction shall protect, indemnify and save harmless King County, its officers, agents, and employees from and against any and all claims, costs, and losses whatsoever occurring or resulting from (1) the Municipal Jurisdiction's failure to pay any such compensation, wages, benefits, or taxes; and (2) the supplying to the Municipal Jurisdiction of work, services, materials, or supplies by municipal employees or others in connection with or in support of the performance of this Agreement.
- B. The Municipal Jurisdiction further agrees that it is financially responsible for and shall repay King County all indicated amounts following an audit exception which occurs due to the negligence, intentional acts or failure for any reason to comply with the terms of this Agreement by the Municipal Jurisdiction, its officers, employees, agents, or representatives. This duty to repay King County shall not be diminished or extinguished by the prior termination of this Agreement pursuant to Section VIII or Section IX.
- C. The Municipal Jurisdiction shall protect, defend, indemnify, and save harmless King County and the State of Washington, their officers, employees, and agents from any and all costs, claims, judgments, or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the Municipal Jurisdiction, its officers, employees, or agents. The Municipal Jurisdiction agrees that its obligations under this subparagraph extend to any claim, demand, or cause of action brought by or on behalf of any employee of the Municipal Jurisdiction against King County, its officers, agents, or employees, and includes any judgment, award, and cost arising therefrom, including attorney fees.

King County shall protect, defend, indemnify, and save harmless the Municipal Jurisdiction, its officers, employees, and agents from any and all costs, claims, judgments, or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of King County, its officers, employees, or agents. King County agrees that its obligations under this subparagraph extend to any claim, demand, or cause of action brought by or on behalf of any employee of King County against the Municipal Jurisdiction, its officers, agents, or employees, and includes any judgment, award, and cost arising therefrom, including attorney fees.

Claims shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement or any copyright, patent, trademark, trade name, or otherwise results in unfair trade practice.

- D. The Municipal Jurisdiction shall provide King County with evidence of general liability insurance with limits of no less than \$1 million per occurrence to provide coverage for claims for injuries to persons or damages to property which may arise from, or in connection with the performance of work hereunder by the Municipal Jurisdiction, its agents, representatives, employees, or subcontractors. If the Municipal Jurisdiction is self-insured for this requirement, a certification of self-insurance shall constitute compliance with this section.

XI. TERMINATION

- A. This Agreement may be terminated without cause by King County, in whole or in part, prior to the date specified in Section VIII, upon thirty (30) days advance written notice of the termination to the Municipal Jurisdiction.
- B. If at any time during the term of this Agreement, either (1) the State of Washington terminates King County's DCD grant status, or otherwise acts to terminate, reduce, modify, or withhold its grant funding to King County, or (2) any necessary appropriations of funds for the Municipal Jurisdiction are not made to King County by the State of Washington, or are revoked or withheld, or (3) the King County Council does not appropriate DCD funds for distribution to the Municipal Jurisdiction, then King County may terminate this Agreement upon giving twenty (20) days' written notice to the Municipal Jurisdiction. The parties acknowledge that, except as otherwise specifically provided for herein, King County shall in no event be responsible for the payment of any funds to the Municipal Jurisdiction. King County, as the official fiscal agent, shall have the authority and responsibility to ensure that upon termination of this Agreement, any remaining DCD funds are made available in the manner described in paragraph II(C) above and in accordance with state regulations, or returned to DCD.
- C. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Agreement or law that either party may have in the event that the obligations, terms, and conditions set forth in this Agreement are breached by the other party.

XII. REDUCTION OF FUNDS

In the event that there is a reduction of funds by the State of Washington or DCD, and if such funds are the basis for this Agreement, then King County may unilaterally terminate all or part of this Agreement, or King County and the Municipal Jurisdiction may reduce their respective scopes of work or budgets under this Agreement.

XIII. SEVERABILITY

In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement which can be given effect without the invalid term, condition or application. To this end the terms and conditions of this Agreement are declared severable.

XIV. RECAPTURE PROVISION

- A. In the event that DCD elects to recapture funds from either King County or the Municipal Jurisdiction for failure to expend grant funds in accordance with state law and/or the provisions of this Agreement, King County reserves the right to recapture such funds on behalf of DCD in an amount equivalent to the extent of noncompliance.
- B. Such right of recapture shall exist for a period not to exceed three (3) years following termination of this Agreement. Repayment by the Municipal Jurisdiction of such funds under this recapture provision shall occur within thirty (30) days of demand. Funds recaptured by King County shall be returned to DCD. In the event that King County is required to institute legal proceedings to enforce the recapture provision, or is required to participate in legal proceedings as a result of the Municipal Jurisdiction's noncompliance with the provisions of this Agreement, or is required to reimburse the State of Washington for the cost of legal proceedings, then King County shall be entitled to reimbursement of its costs from the Municipal Jurisdiction, including reasonable attorney's fees.

XV. NONDISCRIMINATION

There shall be no discrimination against any employee or independent contractor paid by any funds which are the subject of this Agreement or against any applicant for such employment because of race, religion, color, sex, age, sexual orientation, handicap, or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training.

The Municipal Jurisdiction and any independent contractor paid by funds which are the subject of this Agreement shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended.

XVI. RIGHTS TO OTHER PARTIES

It is understood and agreed that this Agreement is solely for the benefit of the parties hereto and conveys no right to any other party.

XVII. GOVERNING LAW AND FILING

This Agreement shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the State of Washington. This Agreement shall be filed with the city clerk of the Municipal Jurisdiction, the King County Records and Election Division, and the State of Washington Department of Community Development.

XVIII. ADMINISTRATION

- A. King County's representative shall be _____
Address: _____

Phone: _____

B. The Municipal Jurisdiction's representative shall be

Address: _____

Phone: _____

XIX. ENTIRE AGREEMENT/WAIVER OF DEFAULT

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval by King County, which shall be attached to the original Agreement.

KING COUNTY, WASHINGTON

MUNICIPAL JURISDICTION

King County Executive

Signature of
Designated Official

Official Title

City or Town

APPROVED AS TO FORM:

APPROVED AS TO FORM:

approved as to form only by
King County Prosecuting Attorney
per memo dated December 12, 1991

Official Title

GM2/gmagree7

KING COUNTY JOINT REGIONAL STRATEGY 1992

Background:

The interjurisdictional coordination required by the Growth Management Act has been undertaken in King County through the establishment of Technical Forums and Public Works Work Groups in 1991. These interjurisdictional activities will be coordinated through the Liaison Group, which consists of planning, public works and finance directors of Seattle, suburban cities and King County, and is chaired by Lois Schwennesen, King County Parks Planning and Resources Director. The Planning Directors Association and Public Works Directors will continue to work in conjunction with the Liaison Group to oversee interjurisdictional efforts. The recommended grant distribution formula reserves \$86,000 for regional funding to support staffing of the interjurisdictional Technical Forums and Work Groups.

Primary Activities for 1992 include:

1. Countywide Planning Policies:

ReESHB 1025 requires countywide planning policies to be adopted by July, 1992 according to an agreed-upon process. The recommended grant distribution formula reserves \$246,000 for regional funding to support this effort.

Actions: According to the process agreed to by King County jurisdictions, a Growth Management Planning Council of King County, an interjurisdictional group of elected officials, will recommend policies to King County. Following King County adoption, the policies will be submitted to cities for ratification. King County Executive staff will prepare policy alternatives for review by the Liaison Group (see Attachment).

Milestones:

| | |
|--------------------------------------|------------|
| GMPC begins meeting | Dec 1991 |
| Recommendation on Urban Area pattern | Feb 1992 |
| Draft Policies to Cities for Review | April 1992 |
| Final Recommendations to King County | May 1992 |
| King County Adoption | June 1992 |
| Ratification by cities | July 1992 |

Products: Countywide Planning Policies on elements required by ReESHB 1025, locally based dispute resolution process, and public participation/input on Countywide policies.

2. Urban Growth Areas

Background: The Urban Growth Area Technical Forum established in 1991 will continue its work in 1992. King County and cities will participate in the Technical Forum and provide information and data as requested to aid in recommendations for Urban Growth Area for the county and for individual cities.

An interim Urban Growth Area established under the Growth Management Act by King County Ordinance 9849, adopted in March, 1991, is recognized as preserving options for the final designation of Urban Growth Areas in 1993.

1991 Accomplishments:

Agreed on a process and criteria for designating urban growth areas

Identified data required to support Urban Growth Area designation

1992 Objectives:

Oversee the collection and analysis of land use and level of service data (Ongoing)

Review preliminary draft policies (March 1992)

Review and propose methods to encourage urban growth (April 1992)

Propose draft urban growth areas (August 1992)

Prepare draft map of alternative city urban growth areas (September 1992)

Review recommended UGA and policies (November 1992)

Contributing Products From Other Technical Forums And Work Groups:

The work and products of other Work Groups and Technical Forums contribute to the objectives of the Urban Growth Area designation process by providing information and recommendations on infrastructure level of service and financing, land capacity, fair share of affordable housing, and open space systems for community separators. The groups also provide information-sharing and encourage consistency between jurisdictions in preparing Comprehensive Plan elements required by the Growth Management Act. King County and cities will participate in the Work Groups and Technical Forums and will provide information and data as requested to assist in the completion of products and objectives of the groups. Detailed work plans for each Technical Forum and Work Group have been prepared and presented here in summary form.

Transportation Work Group

1991 Accomplishments:

Agreed to a common process for travel demand forecasting and worked with PSRC in developing land use and transportation models.

Researched methodologies for arterials and transit, and will have agreement on conceptual level of service approach.

1992 Objectives:

Establish a coordinated and consistent arterial level of service standard and work with Metro to set a transit level of service tied to land use actions (preliminary standards-February 1992, Final standards-June, 1992)

Develop future estimates of travel demand based on land use alternatives (preliminary forecasts-March 1992; Revised forecasts-July 1992)

Establish a process for estimating transportation needs based on levels of service and demand estimates. Assess adequacy (August 1992) and develop a process for reevaluating or reassessing alternative actions for achieving adequacy (September 1992)

Analyze financing adequacy and develop strategies to finance alternative land use/transportation scenarios. (preliminary-February, 1992; Final-August, 1992)

Data Resources Technical Forum

1991 Accomplishments:

Agreed on a method to estimate residential capacity of land under current plans in incorporated and unincorporated King County.

Initiated data work in each jurisdiction to estimate residential capacity and produced a map identifying capacity by census tract, jurisdiction and planning area.

1992 Objectives:

Produce redevelopment capacity data and mapping (January 1992)

Integrate critical areas data to refine land capacity estimates and support delineation of urban separators (February, 1992)

Compare land capacity results with growth forecasts for 2010 (May, 1992)

Integrate capital facilities and utilities data with land capacity and forecast data to support UGA designation (June-November, 1992)

Determine a unit of measurement for consistency in analyzing and mapping data.

Critical Areas Technical Forum

1991 Accomplishments:

Produced King County Model Ordinance Package to be used as a resource to jurisdictions in the development of policies and regulations to meet interim GMA requirements

Produced a matrix identifying which jurisdictions currently regulate critical areas and resource lands

Established subregions for achieving consistency in critical areas and resource lands protection, and convened sessions to share technical information on each critical area/resource land defined by the GMA.

1992 Objectives:

Produce a countywide map of major critical areas and resource lands (March, 1992)

Identify the relationship between critical areas, open space corridors and Urban Growth Areas (April, 1992)

The Critical Areas Technical Forum will conclude its regular meetings in April, and will convene as needed later in 1992.

Surface Water Work Group

1991 Accomplishments:

Identified data format and needs to support and coordinate with other Technical Forums and County-wide Planning Policies

Discussed compatible approaches to developing mandatory elements of the capital facilities plans

Initiated inventory

1992 Objectives:

Produce guidelines for coordinated levels of service (January, 1992)

Develop surface water criteria for Countywide and municipal Urban Growth Area designation. Prepare recommendations for service provision in annexation areas. (May, 1992)

Develop financing strategies and propose land use reassessment mechanisms for incorporation into capital facilities plans. (May, 1992)

Affordable Housing Technical Forum

This forum will be established in 1992 to identify regional needs for affordable housing, recommend implementation measures for countywide planning policies, and provide technical assistance and information in the preparation of each jurisdiction's comprehensive plan housing element.

1992 Objectives:

Define and quantify countywide housing need, including housing for low and moderate households, special needs, and first-time home buyers (February 1992)

Survey jurisdictions on existing housing units, existing and projected needs, and priorities for future programs; produce a menu of strategies to develop and preserve affordable housing (April 1992)

Evaluate Urban Growth Area alternatives for impact on affordable housing (June 1992)

Evaluate and recommend implementation mechanisms to be adopted at the local and regional levels to achieve consistency with countywide affordable housing policies. (July 1992)

Develop monitoring and evaluation measures to determine success in meeting housing needs and countywide policies for distribution of affordable housing (October 1992)

Sewer Work Group

1991 Accomplishments:

Coordinated collection of update information and available sewer comprehensive plans, CIPs, and adopting ordinances from King County sewerage agencies

1992 Objectives:(Preliminary)

Organize facility inventory data (March 1992)

Assessment of sewer system and UGA impacts (August 1992)

Identification of long term sewer agency facility needs (September 1992)

Prepare need/cost/revenue analysis for financial capacity determination (October 1992)

Water Work Group

1991 Accomplishments:

Completed initial assessment of relationships between water supply, federal safe drinking water regulations and land use

1992 Objectives:

Publish draft Seattle Water Department comprehensive regional Water Supply Plan and DEIS, which addresses water supply issues for the majority of existing and future urban areas, and covers a thirty year planning period (April, 1992)

Finalize water supply demand forecasts and programs and projects needed to meet projected demand for the thirty year planning period (July 1992)

3. Public Involvement

The *Countywide Planning Policies* process includes a public participation contract that will be funded and managed interjurisdictionally. The public involvement element will include public meetings throughout King County where comments and opinions on growth management will be elicited. A report of the comments received will be prepared for the Growth Management Planning Council to assist in its consideration of recommended policies.

Individual jurisdictions' work programs include public participation elements.

4. Assistance To Small Cities

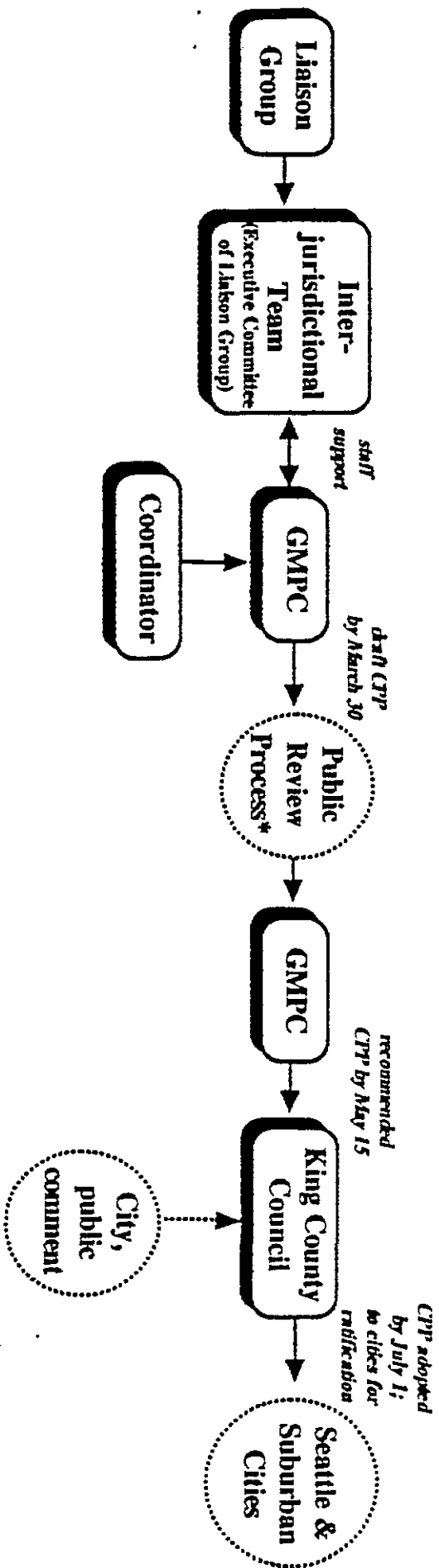
Cities are encouraged to combine resources when appropriate or engage the services of neighboring jurisdictions to complete work required by the Growth Management Act. In 1991, six cities contracted with King County's Environmental Division to produce critical areas maps as required by the GMA. The cities of Hunt's Point, Clyde Hill, Yarrow Point and Medina jointly contracted with consulting firms for GMA work. Skykomish is receiving assistance from King County in preparing work plans and contract management.

The small city perspective is particularly valuable in the deliberations of the Liaison Group, and Dan Drentlaw, Enumclaw Planning Director, is a member of that group. The Liaison Group will identify technical assistance resources that will be available to small cities upon request.

Individual jurisdiction work plans are to include plans for combining resources with other cities and/or assisting neighboring small cities as appropriate.

Attachment

**Growth Management County-wide Planning Policy
(CPP) Development, Adoption, & Ratification**



* Review by City and County legislative authorities and Public

JC/BB 10/18/91

ATTACHMENT 2

Growth Management Act Grant, 1991-92 Allocations to King Count Jurisdictions

| | | | | |
|---|-------------|------------|----------|----------|
| King County - countywide allocation | \$2,290,066 | Base | \$35,000 | NO:JC:JR |
| Amount reserved for countywide efforts | (\$332,000) | Countywide | | dec19 |
| Amount for distribution among jurisdictions | \$1,958,066 | reduction | 14.5% | |

| Jurisdiction | 1991 Population | Percent | Base | Per Capita | Total | Grant \$\$ in 90 | Diff 90 to 91 |
|-----------------|--------------------|---------|------------------|--------------------|--------------------|---------------------|--------------------|
| Algona | 1,757 | 0.11% | \$29,926 | 1,171 | \$31,097 | \$36,279 | (\$5,182) |
| Auburn | 33,280 | 2.16% | \$29,926 | 22,172 | 52,098 | 60,389 | (8,291) |
| Beaux Arts | 287 | 0.02% | \$29,926 | 191 | 30,117 | 35,219 | (5,102) |
| Bellevue | 87,900 | 5.70% | \$29,926 | 58,562 | 88,488 | 101,085 | (12,597) |
| Black Diamond | 1,505 | 0.10% | \$29,926 | 1,003 | 30,929 | 36,123 | (5,194) |
| Bothell | 12,630 | 0.82% | \$28,956 | 8,414 | 37,371 | 42,416 | (5,045) |
| Carnation | 1,265 | 0.08% | \$29,926 | 843 | 30,769 | 35,933 | (5,164) |
| Clyde Hill | 2,980 | 0.19% | \$29,926 | 1,985 | 31,911 | 37,297 | (5,386) |
| Des Moines | 17,480 | 1.13% | \$29,926 | 11,646 | 41,572 | 46,516 | (4,944) |
| Duvall | 3,020 | 0.20% | \$29,926 | 2,012 | 31,938 | 36,810 | (4,872) |
| Enumclaw | 7,450 | 0.48% | \$29,926 | 4,963 | 34,889 | 39,751 | (4,862) |
| Federal Way | 70,660 | 4.58% | \$29,926 | 47,076 | 77,002 | 82,565 | (5,563) |
| Hunts Point | 505 | 0.03% | \$29,926 | 336 | 30,262 | 35,375 | (5,113) |
| Issaquah | 7,860 | 0.51% | \$29,926 | 5,237 | 35,163 | 40,494 | (5,331) |
| Kent | 39,650 | 2.57% | \$29,926 | 26,416 | 56,342 | 62,835 | (6,493) |
| King County | 531,881 | 34.49% | \$29,926 | 354,355 | 384,281 | 417,750 | (33,469) |
| Kirkland | 40,590 | 2.63% | \$29,926 | 27,042 | 56,968 | 63,028 | (6,060) |
| Lake Forest Par | 4,030 | 0.26% | \$29,926 | 2,685 | 32,611 | 37,082 | (4,471) |
| Medina | 2,970 | 0.19% | \$29,926 | 1,979 | 31,905 | 37,201 | (5,296) |
| Mercer Island | 21,190 | 1.37% | \$29,926 | 14,117 | 44,043 | 50,337 | (6,294) |
| Milton | 695 | 0.05% | \$3,804 | 463 | 4,267 | 4,869 | (602) |
| Normandy Park | 6,730 | 0.44% | \$29,926 | 4,484 | 34,410 | 39,922 | (5,512) |
| North Bend | 2,590 | 0.17% | \$29,926 | 1,726 | 31,652 | 36,799 | (5,147) |
| Pacific | 4,690 | 0.30% | \$29,926 | 3,125 | 33,051 | 38,033 | (4,982) |
| Redmond | 37,460 | 2.43% | \$29,926 | 24,957 | 54,883 | 61,333 | (6,450) |
| Renton | 43,000 | 2.79% | \$29,926 | 28,648 | 58,574 | 64,247 | (5,673) |
| SeaTac | 22,830 | 1.48% | \$29,926 | 15,210 | 45,136 | 52,843 | (7,707) |
| Seattle | 518,000 | 33.59% | \$29,926 | 345,107 | 375,033 | 408,060 | (33,027) |
| Skykomish | 275 | 0.02% | \$29,926 | 183 | 30,109 | 35,181 | (5,072) |
| Snoqualmie | 1,545 | 0.10% | \$29,926 | 1,029 | 30,955 | 36,149 | (5,194) |
| Tukwila | 14,630 | 0.95% | \$29,926 | 9,747 | 39,673 | 43,044 | (3,371) |
| Yarrow Point | 965 | 0.06% | \$29,926 | 643 | 30,569 | 35,732 | (5,163) |
| Total | 1,542,300 | | \$930,540 | \$1,027,526 | \$1,958,066 | \$2,190,697 | (\$232,631) |

Resolution No. 890

Note: Bothell and Milton receive a proportionate share of the base amount, based on the portion of population in King County.

KING COUNTY PLANNING/PUBLIC WORKS/FINANCE LIAISON GROUP

Public Works

Bill Guenzler, Bellevue 462-4061 FAX 637-5272
Carol Osborne, Redmond (alternate) 882-6460 FAX 882-9700
Ross Earnst, Tukwila 433-0179 FAX 431-3665
Lynn Guttman, Renton (alternate) 235-2569 FAX 235-2513
Philip Keightley, Federal Way 661-4131 FAX 661-4129
Frank Currie, Auburn (alternate) 931-3010 FAX 931-3053
Gary Zarker, Seattle 684-5000 FAX 233-3887
Paul Tanaka, King County 296-6500 FAX 296-3749
Lou Haff (alternate) 296-6590 FAX 296-0655

Planning

Larry Springer, Federal Way 661-4102 FAX 661-4129
Eric Shields, Des Moines (alternate) 878-8626 FAX 824-6975
Dan Drentlaw, Enumclaw 825-3591 FAX 825-7232
Sandra Davis, Mercer Island (alternate) 236-5300 FAX 236-3651
Roberta Lewandowski, Redmond 882-6447 FAX 869-0148
Rob Odle, Bellevue (alternate) 455-6880 FAX 637-7115
Gary Lawrence, Seattle 684-8056 FAX 684-5360
Elsie Crossman (alternate) 684-8056 FAX 684-5360
Lois Schwennesen, King County 296-7503 FAX 296-8686
Miriam Greenbaum (alternate) 296-8658 FAX 296-0119

Finance

Dan Clement, Renton 235-2558 FAX 235-2513
Pat Dugan, Auburn (alternate) 931-3033 FAX 931-3053
Joanne Sylvis, Mercer Island 236-3555 FAX 236-3651
Lenda Crawford, Redmond (alternate) 882-6424 FAX 867-7657

METRO

Ron Posthuma 684-1007 FAX 684-1677