

16-22-09

**INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF DUVALL AND KING COUNTY
REGARDING ZONING FOR BURHEN PROPERTY ADDITION TO URBAN
GROWTH AREA**

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into by and between the City of Duvall, a Washington municipal corporation, and King County, a Washington municipal corporation. Duvall and King County are referred collectively herein as "the Parties."

RECITALS

WHEREAS, the City of Duvall's incorporated boundaries abut unincorporated King County; and

WHEREAS, certain provisions of the Growth Management Act, specifically RCW 36.70A.040(3) and 36.70A.110 ("GMA"), require King County to adopt an Urban Growth Area ("UGA") to accommodate new urban growth and development anticipated to occur within the next twenty (20) years; and

WHEREAS, certain provisions of the GMA, specifically RCW 36.70A.040(3) and 36.70A.210, also require King County to adopt countywide planning policies, establish a county-wide framework from which county and city comprehensive plans can be developed and adopted pursuant to the GMA; and

WHEREAS, King County's Countywide Planning Policies require a city to designate potential annexation areas as part of the city's comprehensive plan, thereby identifying those portions of the UGA that are appropriate for annexation to that city; these potential annexation areas must be adopted by the Growth Management Planning Council to be effective; and

WHEREAS, on October 6, 2008, King County adopted Ordinance No. 16263, which amended the Urban Growth Area boundary to include additional properties, including property owned by Ray and Tove Burhen in the vicinity of the City of Duvall, which is legally described and depicted in Exhibits A and B, attached hereto and incorporated herein by reference; and

WHEREAS, pursuant to Map Amendment 24 to Ordinance No. 16263, King County applied property-specific conditions to the property added to the Urban Growth Area, including the condition that "future use [of the southerly 24.81 acres of the new Urban Growth Area] shall be limited to farm heritage park or other public recreational use," and that "King County and the City of Duvall shall enter into an Interlocal Agreement prior to annexation, committing the city to the use of this acreage for the farm heritage park or other public recreational use; and

WHEREAS, RCW 39.34.010 "permit[s] local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to

forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities,” and

WHEREAS, RCW 39.34.080 authorizes a city to enter into an interlocal agreement to permit another governmental entity to perform a governmental service, activity or undertaking which either entity is authorized by law to perform; and

WHEREAS, the City of Duvall and King County desire to enter into an agreement to fulfill the property-specific conditions of Map Amendment 24 to Ordinance No.16263;

NOW THEREFORE, in consideration of the mutual covenants contained in this agreement, the Parties agree as follows:

AGREEMENT

1. The City of Duvall agrees to adopt the pre-annexation zoning designation of Commercial Office (CO) for that portion of Parcel No. 2426069007 lying east of the Carnation-Duvall Road, and for Parcel No. 2426069009.

2. The City of Duvall also agrees to adopt pre-annexation zoning designation of Public Facilities (PF) for the southerly 24.81 acres of the new Urban Growth Area, and to limit the uses of said southerly 24.81 acres to a farm heritage park and/or other public recreational use as permitted under the City’s zoning code.

3. King County agrees that the Burhen Property shall remain within the Urban Growth Area and within the City of Duvall’s Potential Annexation Area until such time the property is annexed into the City of Duvall.

4. Amendment. This Agreement may be amended or modified at any time with the mutual consent of the Parties. Any such amendments or modifications must be in writing and adopted through legislative action of the Parties.

5. Administration. The City Administrator of the City of Duvall and the director of the King County Parks Division, or their respective designees, shall be responsible for administering this Agreement and shall be the contact persons for all communications regarding the performance of this Agreement.

6. No Third Party Beneficiaries. This Agreement is for the benefit of the city and King County and is not intended to confer any benefit on any other person or entity, and no person or entity not a party to this Agreement shall be construed to be a third-party beneficiary nor shall said third party have any other rights whatsoever hereunder. This Agreement is not intended to and shall not be construed to benefit a particular class of persons or individuals.

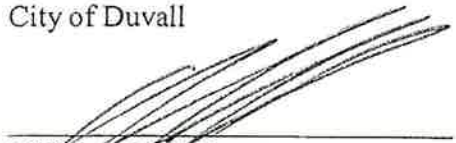
7. Filing. A fully executed copy of this Agreement shall be filed with the King County Recorder’s Office.

16671

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed.


City of Duvall

King County



Will Ibershof, Mayor

Dated: 10-22-09




DOW CONSTANTINE, Executive


Dated: 5/12/11

Attest:

Attest:




City Clerk




County Clerk

Approved as to Form:

Approved as to Form:



Acting City Attorney



Deputy Prosecuting Attorney

Darren E. Carnell