BEFORE THE BOARD OF COMMISSIONERS FOR LEWIS COUNTY, WASHINGTON

IN RE: APPROVING INTER-LOCAL BETWEEN)
LEWIS COUNTY AND CITY OF CHEHALIS)
REGARDING CITY APPLICATION OF LAND USE)
REGULATIONS WITHIN THE CHEHALIS UGA)

RESOLUTION NO. 06 - 035

WHEREAS, the CITY OF CHEHALIS and LEWIS COUNTY are both political subdivisions of the State of Washington, and desire to enter into an Agreement pursuant to the Interlocal Cooperation Act, RCW Chapter 39.34, to address joint management of the City's unincorporated urban growth area as shown on the official comprehensive plan of the County; and

WHEREAS, the County has adopted certain City land use and building policies and regulations by reference to apply to the City's designated unincorporated urban growth area, and that consistent application of such policies and regulations will facilitate development within the UGA in accord with the comprehensive plan of the City and RCW Chapter 36.70A; and

WHEREAS, it is the long term goal of the City to annex the unincorporated UGA into the City, and that the County and City recognize that it is in the best public interest that until those annexations are completed for the City to apply the land use and building policies and regulations within the unincorporated UGA on behalf of the County; now therefore

BE IT RESOLVED that the Board of County Commissioners of Lewis County hereby approves of the terms and conditions of the attached inter-local agreement, and hereby authorizes the Chairman of the Board to execute the agreement on behalf of the County, to become effective on February 1, 2006

PASSED IN REGULAR SESSION this 23rd day of January, 2006.

ATTEST:

Karri Muir
Clerk of the Board

BOARD OF COMMISSIONERS
for Lewis County, Washington

Richard A. Graham
Chairman

INTER-LOCAL AGREEMENT

THIS AGREEMENT is made by and entered into between the CITY OF CHEHALIS and LEWIS COUNTY, both political subdivisions of the State of Washington. This Agreement is entered into pursuant to the Interlocal Cooperation Act, RCW Chapter 39.34. This Agreement is intended to address joint management of the City's urban growth area as shown on the official comprehensive plan of the County.

WHEREAS, the County has adopted certain City land use, development and building regulations by reference to apply to the City's designated unincorporated urban growth area, and

WHEREAS, consistent application of such regulations will facilitate development within the UGA in accord with the comprehensive plan of the City and RCW Chapter 36.70A, and

WHEREAS, it is the long term goal of the City to annex the unincorporated UGA into the City, and

WHEREAS, the parties recognize that until those annexations are completed, it is in the public interest for the City to administer the County's land use, development and building regulations within the unincorporated UGA on behalf of the County, and

WHEREAS, it is appropriate that in order to implement such an arrangement an interlocal agreement be executed between the parties to set forth the conditions and terms of that arrangement.

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

1. Purpose. This Interlocal Agreement is intended to provide an expeditious way for permit applicants in the unincorporated portion of the Chehalis UGA to secure development review, approval and inspections. The parties wish to establish an efficient process under which the City would issue and administer development permits for this area as an agent for the County and consistent with the regulations adopted by the County.

2. Means of Joint Undertaking. No separate legal entity shall be created to implement the terms of this agreement. The chief administrative officers of the City and the County shall provide joint oversight to administer this agreement.

3. Definitions. All definitions contained within the regulations specified in paragraph 4 below shall have the meanings as specified within those regulations. For purposes of this Agreement, the terms below shall have the following meanings:

(a) " Chehalis UGA" means the urban growth area adopted pursuant to RCW 36.70A.110 as illustrated in Ch. 17.200 LCC, and in conjunction with the comprehensive plan of the City.

(b) "County" means Lewis County.

(c) "City" means the City of Chehalis, Washington.

(d) "County Regulations" means any and all development, building and land use regulations enumerated in paragraph 4 below, and adopted by reference within the Lewis County Code (LCC).

(e) "Capital Investment" means any roadway or roadway feature exceeding $100,000 in construction cost which is approved by the County on or after the date of this agreement, and which is fifty percent (50%) or more completed during the effective dates of this agreement.

(f) "Code Enforcement" (for purpose of this agreement) means any action taken by the City relating to any specific permit or approval issued by the City to apply the County regulations referenced in paragraph 4 below.

(g) "Nuisance Abatement" (for purpose of this agreement) means any action taken by the County to apply any County Code or regulation not referenced in paragraph 4 below.

4. <u>Regulations</u>.

(a) Development within the unincorporated Chehalis UGA shall be governed by County regulations adopted by the County for that area, consisting of the Chehalis Uniform Development Regulations (CMC Title 17), the Chehalis Uniform Development Regulation Appendices (CMC Title 17), the Chehalis Public Works Standards (CMC Title 12) and the Chehalis Land Disturbing and Stormwater Management Regulations (CMC Title 15) as they currently exist, and as they may be amended or revised by the City, and any associated City regulation that is identified by the City to be applicable to the specific development proposal under the authority of this agreement, provided;

(b) The following provisions of CMC Title 12, Title 15 and/or Title 17 are specifically not adopted and are not applicable in the unincorporated Chehalis UGA:

(i) CMC §17.93.010 Use of public right-of-way -- General

(ii) CMC §17.93.020 Use of public right-of-way -- Moving buildings

(iii) CMC §17.93.040 Use of public right-of-way -- Portable signs

(iv) CMC §17.93.050 Use of public right-of-way -- Permanent signs

(v) CMC §17.93.070 Use of public right-of-way -- Parade

(vi) CMC Chapter 17.96 Business Licensing

(vii) Engineering Standards @ § 1.20.B Road Closure; road closures shall be administered by Lewis County pursuant to LCC Title 12.

(viii) Engineering Standards @ § 1.16 Utilities; utility installation associated with Lewis County franchises within Lewis County rights-of-way shall be administered by Lewis County pursuant to LCC Title 12 and RCW 36.55 & 36.75, et seq.

(c) The County shall provide the City with a copy of the following maps for the Chehalis UGA area. Such maps may be copies of those published by other agencies (e.g. NFIP) or may be as depicted on an official GIS map published by the County. The City shall use such maps for determining whether or not a proposal is within an environmentally sensitive area as provided in the adopted regulations:

(i) FEMA Flood Insurance Rate Map (100 year floodplain)

(ii) Shoreline Environment Designation Map

(iii) Steep Slope Area

(iv) Geologically Hazardous Area

(v) Aquifer Recharge Area

(vi) National Wetland Inventory (NWI) Area

(d) The City shall not approve any land use that causes resulting service levels to drop below adopted levels of service for County roads as cited in the Transportation Element of the adopted County Comprehensive Plan, without first requiring mitigation acceptable to the County. The City shall use the SEPA (if applicable) and/or DRC process to obtain approval of the County for such mitigation.

5. <u>County Regulatory Responsibility</u>. The County shall remain responsible for the following regulations, actions, approval requirements and/or permitting processes:

(a) Any and all improvements associated with franchise agreements allowed or required by state law within the county rights-of-way. Any and all actions pertaining to county roads and rights of way allowed or required by state law.

(b) Any road closures to County roads.

(c) Any access to County roads. The County shall respond to the City's DRC process to approve, modify, or deny such access when associated with a development permit application.

(d) Preliminary and final plats may be approved and signed by the Board of County Commissioners after a recommendation has been received from the City, containing findings and conclusions, that all applicable requirements of CMC 17.12 and RCW 58.17 have been accomplished, and that all elements for recording have been met.

(e) Any County regulation not contained within CMC Title 12, Title 15 or Title 17 as provided in paragraph 4 above, and which the County desires to administer under its own authority.

(f) Nothing in this agreement changes any County Board of Health and/or Health Department jurisdiction or authority regarding potable water or septic system approvals.

6. <u>Utilities</u>. The City agrees to make sewer and water utility service available to all properties within the Chehalis UGA consistent with all applicable City ordinances, policies, procedures, rates, and regulations, provided; any application incorporating any private water system, well or private sewage disposal system which may be processed by the City shall be consistent with applicable County regulations and approved by the County. All utilities franchised by the County and located within County rights-of-way shall be administered by the County pursuant to LCC Title 12.

7. <u>Administration</u>.

(a) The County hereby delegates to the City, as an agent for the County pursuant to this agreement, the authority within the unincorporated Chehalis UGA to receive and process development permit applications, collect application and permit fees, submit staff recommendations, enter final decisions pursuant to the applicable regulations, and issue permits under the County regulations referenced in section 4 above.

(b) Any appeal initiated against a City permit or approval decision rendered by the City under this agreement shall be heard and decided as provided in CMC 17.09.150, and the City shall be responsible for such appeal(s). Any appeal initiated against a County permit or approval decision rendered by the

County shall be heard and decided by the applicable County process, and the County shall be responsible for such appeal(s).

(c) Any application for any conditional use permit, variance or special use permit occasioned by the application of regulations administered by the City shall be heard and decided by the applicable City process, and the City shall be responsible for such application(s). Any application for any variance or other quasi-judicial decision occasioned by the application of regulations administered by the County shall be heard and decided by the applicable County process, and the County shall be responsible for such application(s). Any notices published by the City or the County pursuant to their specific quasi-judicial process shall also be forwarded to the planning department or division of the other jurisdiction.

(d) Unless otherwise specified in this agreement, or other adopted regulation or standard, the fee structure established for applications authorized to be heard and decided by the City will be as prescribed in CMC Appendix 'A' (schedule of fees and charges). This schedule will not apply to any applications required to be heard and decided by the County.

(e) This agreement shall authorize and direct the city to perform compliance inspections and effect any necessary corrective action pursuant to its delegated authority for any permit or use approved by the City within the unincorporated Chehalis UGA.

(f) The City shall be responsible for code enforcement arising from permits issued by the City within the unincorporated Urban Growth Area. The County shall be responsible for abatement of nuisances within the unincorporated Urban Growth Area.

8. SEPA Regulations and Administration. It is the objective of this Agreement that the City performs functions and actions required by the State Environmental Policy Act (SEPA) for the County within the unincorporated UGA. The terms of this agreement shall constitute compliance with WAC 197-11-944 (determination of lead agency), provided; the County shall retain lead agency status for all County sponsored projects. Such SEPA requirements are contained in CMC Chapter 17.15 and shall be used by the City for making SEPA determinations under this agreement.

9. Fees. As compensation for performance under this Agreement, the City shall collect and retain all fees payable for applications made and/or permits issued pursuant to this agreement. County regulations, other than those enumerated in paragraph 4 above, which do not authorize a fee structure are not included in this agreement.

10. Annexation of streets and roads. The City agrees that it will include all reasonably related abutting and connecting streets and roads within an annexation and that the annexation will not create a County island or peninsula substantially surrounded by property within or to be within the City limits once the annexation is complete

11. Reimbursement for County Capital Investments within the unincorporated UGA. The City and Lewis County shall negotiate in good faith the amount of reimbursement for the locally funded portion of any capital investment constructed by the County, including County roads, within the unincorporated Chehalis UGA at the time it is annexed by the City, based on an adopted depreciation schedule (County schedule). The basis for cost recovery (absent specific negotiation) shall be the County's portion of the project cost depreciated along a straight line for the useful life of the improvement.

12. Mitigation for Loss of Other Tax Revenues. The City and County agree to negotiate, in good faith, appropriate revenue sharing for County road fund revenues lost to annexation actions by the City. Any agreed revenue sharing shall remain in place until such time that a regional transportation improvement plan is adopted by the City and County.

13. Reports. The City shall provide to the County a weekly status report as part of the required development review process (the weekly DRC meeting) listing all applications processed by the City under this agreement and their status. The County shall have open access to all permitting information and documents held by the City pertaining to this agreement, and may participate in the weekly DRC process. The County shall respond to any DRC process relating to paragraphs 4(d) or 5(c) above.

14. Term of Agreement. This Agreement shall commence upon completion of the required signatures hereon, and run for an initial period of five years. This agreement shall automatically be extended annually thereafter unless terminated as provided herein. Either party may terminate this Agreement at will by giving the other party at least six (6) months notice thereof. Either party may also terminate this Agreement for cause by giving the other party not less than thirty (30) days notice and by giving the other party reasonable opportunity to cure any alleged defect or lack of performance; provided, however, any permit vested under the terms of this agreement shall remain subject to the terms of this agreement, and this provision shall survive any termination of this agreement.

15. Hold Harmless and Indemnification. The City shall protect, save harmless, indemnify, and defend, at its own expense the County, its elected and appointed officials, officers, employees and agents from any actions, suits, liabilities, losses, costs, expenses, damages or claim for damages of any nature whatsoever arising out of the City's performance of this agreement. The 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 actions, suits, liabilities, losses, costs, expenses, damages or claim for damages of any nature whatsoever arising out of the County's performance of this agreement.

16. Dispute Resolution. The City and the County agree that if a formal disagreement arises between the parties as to the application, affect or interpretation of this Agreement which cannot be reasonably resolved between the parties, they may first refer the matter to mediation, as may be agreed between the parties.

17. Amendments to this agreement. Amendments to any provision of this agreement must be presented in strikethrough and underline format, approved by both parties by their signatures thereon, and subsequently attached to this agreement.

18. Severability. If any portion of this Agreement shall be determined to be invalid by a court or other body with jurisdiction, the remaining portions shall remain valid and enforceable.

19. Authority. This agreement is entered into under the authority of RCW 39.34.040.

IN WITNESS WHEREOF, the parties have executed this Agreement this 1st day of February, 2006.

CITY OF CHEHALIS:

By: Gerald A. Bo[illegible]

Its: Interim City Manager

LEWIS COUNTY, WASHINGTON:

By: Richard A. Graham

Its: CHAIRMAN OF THE BOARD