

COMPREHENSIVE PLAN

APPENDIX 3

**FRIDAY HARBOR UNINCORPORATED URBAN GROWTH AREA
MANAGEMENT AGREEMENT**

December 30, 1996

Updated July 8, 2008

FRIDAY HARBOR UNINCORPORATED URBAN GROWTH AREA MANAGEMENT AGREEMENT

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When recorded, return to:

SAN JUAN COUNTY COUNCIL
350 COURT STREET, NO. 1
FRIDAY HARBOR, WA 98250

Auditor File #: 2008 0717027

ILAGR

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SAN JUAN COUNTY COUNCIL

on 07/17/2008 at 14:23

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SAN JUAN COUNTY, WASHINGTON

F. MILENE HENLEY, AUDITOR

DMT

Document Title(s):	
Unincorporated Urban Growth Area Management Agreement	
By and Between:	Town of Friday Harbor and San Juan County
Tax Parcel Number(s):	
Legal Description:	Geographic area designated on Figure 1 to this agreement
Reference Auditor File Number:	Town of Friday Harbor Resolution No. 1656

*to rec 7/9/08
Returned 8/6/08*

**Unincorporated Urban Growth Area
Management Agreement Between
The Town of Friday Harbor and San Juan County, Washington**

Section 1. Preface.

This document is adopted pursuant to RCW 36.70A.110 to set forth an agreement between San Juan County (the "County") and the Town of Friday Harbor (the "Town") for the management of the unincorporated Urban Growth Area (UGA) located adjacent to the Town of Friday Harbor (the "unincorporated UGA" or "Friday Harbor UGA"). Both jurisdictions recognize the need for cooperation in land use planning and public service delivery in the unincorporated UGA. The policies and strategies in this Agreement are to guide the actions of each jurisdiction. This Agreement does not, however, substitute for comprehensive planning by the Town or the County.

Section 2. Purpose.

This Agreement is to accomplish the following purposes:

1. To promote communication and participation in planning for the unincorporated UGA;
2. To establish guidelines for orderly growth and development within the unincorporated UGA;
3. To concentrate urban development within the Town of Friday Harbor and not within the unincorporated UGA;
4. To coordinate land use regulation and development services to minimize the public and private costs of development within the unincorporated UGA;
5. To prepare for the orderly provision of public facilities and services to accommodate and serve as a guide for urban development of those lands within the unincorporated UGA;
6. To contain urban development within a planned urban area where basic services such as sewer and water facilities, storm drainage, police, and fire protection can be efficiently and economically provided; and
7. To make economical use of local tax dollars in locating facilities and providing services for the benefit of all citizens within the unincorporated UGA; since urban services are interrelated, coordination is best achieved by a single government unit, the Town of Friday Harbor.

Section 3. Designation of Unincorporated UGA on Official Maps.

The geographic area designated on Figure 1 to this Agreement is the unincorporated UGA that is the subject of this Agreement and is coterminous with the area designated on the Town and County official comprehensive plan maps, respectively. The Town will provide the County with a copy of its official map.

Section 4. General Provisions.

1. The County and the Town will coordinate land use planning and the application of development regulations within the unincorporated UGA as provided for in this Agreement. Nothing shall prevent the County and the Town from establishing other cooperative agreements addressing particular projects, geographic areas, or concerns, which are not subject to this management Agreement.
2. Notwithstanding the provisions of this Agreement, the ultimate authority for land use and development decisions is retained by the County and the Town within their respective jurisdictions. Neither jurisdiction may assign or defer its decision-making authority to the other.

Section 5. Joint Planning.

The County and the Town affirm their commitment to the Joint Planning Policy adopted by San Juan County and the Town of Friday Harbor in Appendix 2 of the San Juan County Comprehensive Plan as it now exists or may be jointly amended hereafter.

Section 6. Development Review Procedures.

1. Applications—General. This section applies to all land use and development permit applications, including all building permits, use permits, and land division applications.
2. Applications—Submittal to Town. Land use and development applications for projects located within the existing municipal boundaries of the Town of Friday Harbor shall be submitted to and acted upon by the Town of Friday Harbor according to its adopted regulations and procedures and the applicable provisions of this Agreement (*see* Section 7, below).
3. Applications—Submittal to County. Land use and development applications for projects located within the unincorporated UGA shall be submitted to and acted upon by San Juan County according to its adopted regulations and procedures and the applicable provisions of this Agreement (*see* Section 7, below).
4. Notice Requirements.
 - a. The jurisdiction receiving a use or development application involving property located within 1,000 feet of the municipal boundary or within 1,000 feet of the UGA boundary shall give notice to the other as specified below.
 - b. If no notice is required and/or no comment period is provided for a given application type by the applicable, adopted Town or County procedures, then the jurisdiction accepting the application shall provide notice to the other within three working days of finding an application to be complete. It shall then allow up to five working days for comments before action may be taken on the application.

- c. If the applicable Town or County procedures specify notice requirements and the duration of a comment period, then the jurisdiction accepting the application shall give notice to the other and provide opportunity to comment as provided in the applicable procedures for the type of application involved.
- d. The County shall notify the Town in writing of any comprehensive plan amendment, development code amendment, and of any other proposals for legislative action which affects land located within 1,000 feet of the municipal boundary or within the unincorporated UGA. Such notice shall be sufficient to allow the Town staff the opportunity to review and comment on such proposals before final action is taken. Likewise, the Town shall notify the County in writing of any comprehensive plan amendment, zoning code amendment, and any other proposals for legislative action which affects land within 1,000 feet of the municipal boundary or within the unincorporated UGA.
- e. Nothing shall prevent the Town Administrator and County Administrator from agreeing to exempt certain types of developments from interjurisdictional notice requirements. Any such agreement shall be in writing and signed by both Administrators.

Section 7. Intention Regarding Additional Use and Development Regulations.

The applicable use and development regulations shall be those adopted by the applicable jurisdiction, with the following additional provisions intended for the unincorporated UGA upon the designation of such land by the County Council.

1. Land Uses – Limitations Generally.

- a. San Juan County will retain responsibility for land use decisions and actions affecting the unincorporated UGA until such time as annexation to the Town occurs.
- b. San Juan County will review and, as necessary, amend its comprehensive plan and development regulations to establish a moratorium and/or create an overlay zone such that development within the unincorporated UGA is consistent with the intent and purposes of this Agreement to protect such lands in such a way that allows for the development for urban uses only at such time as the land is annexed to the Town. Specifically, the County Council will conduct hearings on ordinances which will, if adopted, prohibit all uses and developments, except the following uses and developments which shall be allowed outright:
 - i. Single-family residence and structures appurtenant to a single-family residence;
 - ii. Two-family residential uses (duplex);
 - iii. Home occupation;
 - iv. Public streets;
 - v. Public trails and paths;
 - vi. Agricultural uses and activities;

- vii. Forest practices, no processing;
 - viii. Lumber mills, portable;
 - ix. Nurseries;
 - x. Retail sales of agricultural products.
2. Urban Services. The Town and the County will review and, as necessary, amend the comprehensive plan and development regulations so that each jurisdiction will refrain from the development, creation or extension of water or sewer service to those areas lying within the unincorporated UGA until such areas are first annexed to the Town.

Property within the unincorporated UGA proposed for new development which requires urban services (Town water and sewer facilities) shall be annexed before a land use or building permit is issued.

Proposed developments which do not require urban services shall be subject to conditions establishing an enforceable developer extension agreement to pay for Town services upon the annexation of the subject property. County code requirements for on-site water supply, fire flow, sewage disposal and stormwater control facilities shall apply to allowable uses and developments that do not require urban services.

The County will not authorize the creation of a special purpose district for the provision of utilities, recreation or other public facilities unless such district includes all of the area within the unincorporated UGA and the creation has been approved by both parties.

3. Buffers. The County will review and, as necessary, amend its comprehensive plan and development regulations to require that new development within the unincorporated UGA on property abutting the UGA-County boundary shall provide drought-resistant vegetated buffers sufficient to mitigate significant adverse impacts to land and land uses outside of the unincorporated UGA boundary.
4. Critical Areas/Environmentally Sensitive Areas. The San Juan County Code requirements for critical areas shall apply to critical areas within the unincorporated UGA
5. Subdivisions and Short Subdivisions. The county will review and, as necessary, amend its comprehensive plan and development regulations by use of a moratorium or overlay zone to prohibit all subdivisions, including subdivision by long subdivision, short subdivision, simple land division, binding site plan or condominium, that result in the creation of any parcel or unit of land smaller than five acres. Boundary line modifications shall be allowed so long as no new parcel is created. In allowing for rural land division, the County will ensure that the developments design does not preclude future infill development at urban densities.

Section 8. Annexation.

1. Only those areas within the unincorporated UGA may be considered for annexation to the Town.

2. Urban services and capital facilities may be extended to properties within the unincorporated UGA only when those properties are annexed to the Town.
3. Property owners seeking annexation to the Town will be required to include in annexation petitions a full description of proposed development and any phasing plans, and the specific urban services needed together with the analysis and reports required by the Town.

Section 9. Administration.

The responsibility for administration of this Agreement shall rest jointly with the San Juan County Council and the Friday Harbor Town Council, through their respective administrators. Within 30 days of the effective date of this Agreement the County and Town administrators will exchange the names and addresses to be used in official correspondence regarding this Agreement. Each jurisdiction is responsible for keeping this contact information current and for directing correspondence consistent with this information.

Section 10. Periodic Review, Amendment, and Termination.

The term of this Agreement shall be five years from the effective date and shall automatically be renewed for subsequent five-year terms unless one of the following actions is taken:

1. The County and the Town may agree at any time to revise or terminate this Agreement. Any such agreement shall be in writing.
2. Either party may notify the other of a desire to revise or terminate this Agreement. Such notice shall be in writing and be given no fewer than ninety days prior to the automatic renewal date. Should such notice be given, the County and the Town will begin immediately and, in good faith, to revise and renew this Agreement.
3. This agreement does not apply to portions of the unincorporated UGA after such property has been duly annexed by the Town.
4. Should the County designate additional unincorporated UGAs in accordance with the procedure set forth in RCW 36.70A.110(2), this Agreement shall be reviewed by the parties and amended as necessary to address mutual concerns relating to the additional unincorporated UGA.

Section 11. Effective Date and Filing Procedures.

The effective date of this Agreement shall be the date it is filed with the County Auditor and with the Town Clerk.

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TOWN OF FRIDAY HARBOR

By: David F. Jones 7/3/08
DAVID F. JONES, Mayor Date

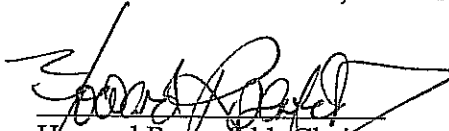
**APPROVED AS TO FORM ONLY
DONALD E. EATON**

By: Donald E. Eaton 7/7/08
DONALD E. EATON Date

ADOPTED this 8th day of July 2008.

COUNTY COUNCIL
SAN JUAN COUNTY, WASHINGTON

ATTEST: Clerk of the Council

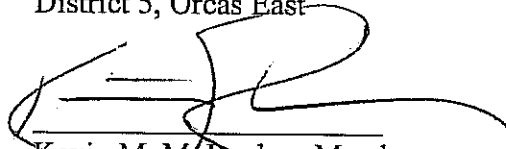

Howard Rosenfeld, Chair
District 3, Friday Harbor

By: Ann Larson
Ann Larson - Clerk

Date: 7/8/2008

Gene Knapp
Gene Knapp, Vice-Chair
District 5, Orcas East

REVIEWED BY COUNTY
ADMINISTRATOR


Kevin M. M. Ranker, Member
District 1, San Juan South

Pete Rose

Pete Rose Date: 7/8/08

APPROVED AS TO FORM ONLY
RANDALL K. GAYLORD

Richard Peterson
Rich Peterson, Member
District 2, San Juan North

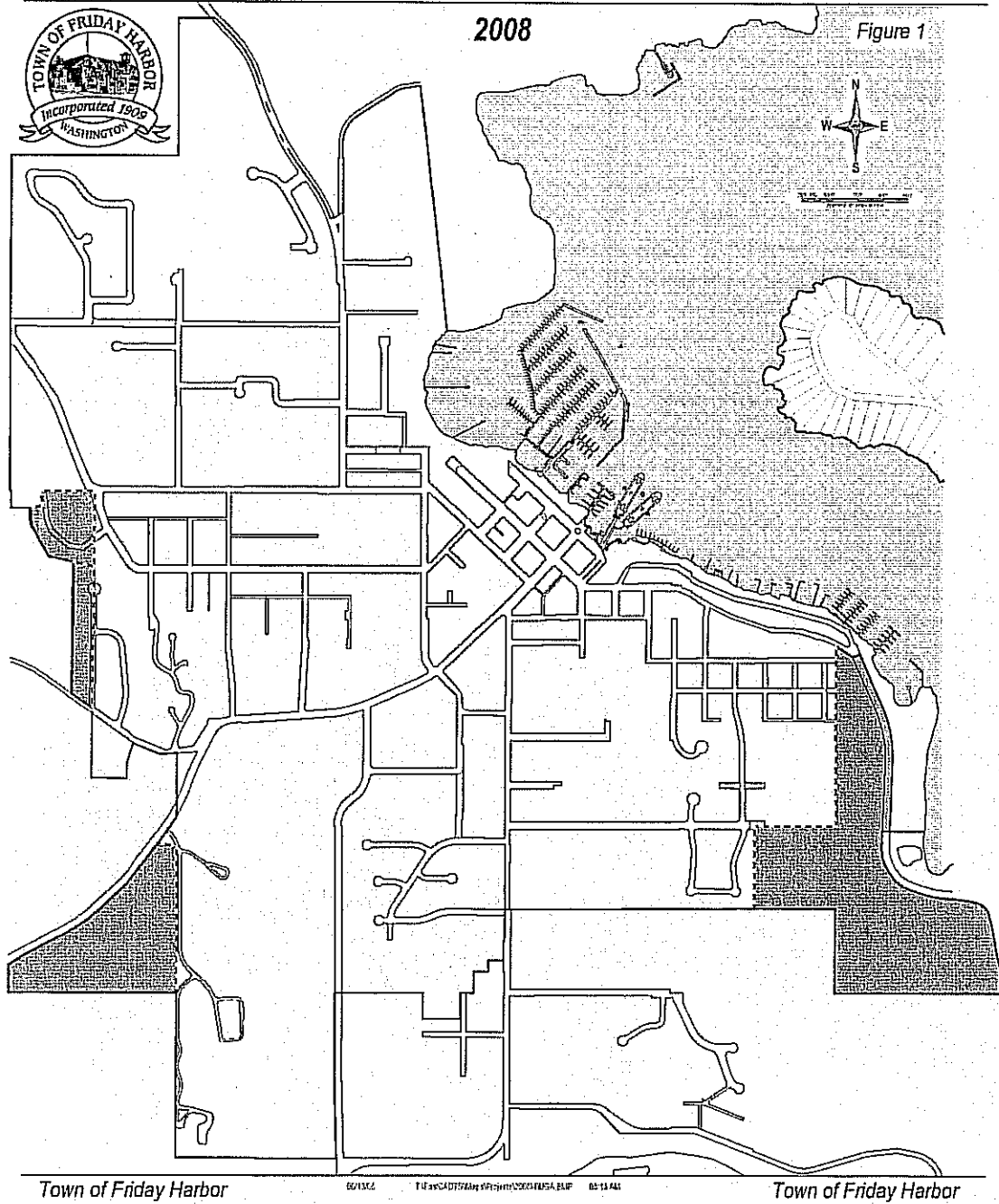
By: Randall K. Gaylord
Date 7/8/2008

Alan Lichter
Alan Lichter, Member
District 4, Orcas West/Waldron

Bob Myhr
Bob Myhr, Member
District 6, Lopez/Shaw

Exhibit A

Friday Harbor with Unincorporated UGA areas Shaded



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SAN JUAN COUNTY, WASHINGTON

RESOLUTION NO. 1656

A RESOLUTION authorizing the Mayor to sign the Unincorporated Urban Growth Area Management Agreement between the Town of Friday Harbor and San Juan County, Washington.

WHEREAS, RCW 36.70A.110 requires the Town and San Juan County ("the County") to cooperate in designating the boundaries for an unincorporated urban growth area of sufficient area to accommodate the urban growth that is projected to occur in the Town and in the County for the next Twenty (20) years; and

WHEREAS, the Joint Policy Planning document approved by the County and the Town several years ago, set forth as Appendix B to the Town's Comprehensive Plan, requires the Town to enter into an agreement with the County for the purpose of establishing a cooperative approach to managing development within the unincorporated urban growth area; and

WHEREAS, the Town and the County have reached agreement on the location of the boundaries for the new unincorporated urban growth area and on the provisions to be set forth in a new Unincorporated Urban Growth Area Management Agreement; and

WHEREAS, the County will formally approve said agreement on July 8, 2008:

NOW THEREFORE, BE IT RESOLVED by the Council of the Town of Friday Harbor that the Mayor of the Town is authorized and directed to sign the Unincorporated Urban Growth Area Management Agreement, a copy of which is attached hereto.

ADOPTED this 3rd day of July 2008.

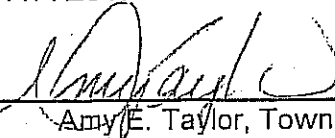
TOWN OF FRIDAY HARBOR



David F. Jones, Mayor

SEAL of the
Town of Friday Harbor

ATTEST:



Amy E. Taylor, Town Clerk