



Consortium Member Agency Meeting
Thursday, November 2, 2006 1:30 P.M. to 3:30 P.M.
ACHD Auditorium

ADDITIONAL INFORMATION
RELATIVE TO ITEM II.A. Potential Process & Standards for Modifications of Area of Impact

Memorandum from Dr. Freilich (pg. 2-9)

Summary of Joint City Recommendations (pg. 10 – 11)

Review of Initial Processes from Ada County (pg. 12 – 17)

Draft Intergovernmental Agency Agreements (pg. 18 – 30)

I.
MEMORANDUM CONCERNING AREA OF CITY IMPACT NEGOTIATION
PROCEDURE, IDENTIFICATION, FACTORS AND CRITERIA

A. General Provisions

1. Pursuant to the procedures set forth in Section 67-6526, Idaho Code, the Ada County Board of Commissioners and the City Council of each city in Ada County shall negotiate with Ada County the establishment of new areas of city impact within unincorporated Ada County taking into account and consistent with the criteria and factors identified in this memorandum which shall be incorporated into the adopted Blueprint for Good Growth.
2. Areas of city impact shall incorporate a 20 year service boundary based upon the availability of adequate public facilities and services identified, prioritized, phased, and funded over the 20 year period. Transportation and adequate public facility capacity shall be determined by the Ada County Highway District (“ACHD”) and the Idaho Transportation Department (“ITD”) respectively.
3. Areas of city impact will be governed by the county comprehensive plan, zoning and subdivision regulations. Since areas of city impact are defined by statute as “areas that can reasonably be expected to be annexed to the city” within the 20 year future, no county RUT (five acres/du) zoning shall be approved within the area of city impact and the county’s comprehensive plan and zoning ordinance shall be amended accordingly.
4. Prior to approval of new areas of city impact, each city shall prepare one or more sub-area plan(s) for the geographical extent of the sub-area(s) proposed. In developing each sub-area plan, the city shall coordinate with the county, ACHD and ITD planning and administrative staffs for their input so that a maximum degree of consensus shall be endeavored to be obtained. The sub-area plan(s) shall be incorporated as element(s) within the city’s and county’s comprehensive plan and together with the long range transportation plans of ACHD, ITD and COMPASS shall become the applicable comprehensive plan element to guide urbanization of the area of city impact.
5. The provision of Section 67-6526(a), Idaho Code, “subject to the provisions of Section 50-222, Idaho Code, an area of city impact must be established before a city may annex adjacent territory” shall govern the relationship of annexation within the Blueprint for Good Growth.

B. Application Procedures For New Areas of City Impact

1. Preliminary Proposal for Area of Impact
 - a. Each City will identify the boundaries of the area it desires for inclusion in its sub-area plan for each area of impact (subject to final adjustment) within 30 days following January 1, 2007 which shall include the

following to be submitted to Doherty & Associates; Paul-Hastings; and Planning Works for distribution to all Member Agencies:

- (1) An assessment of existing conditions and existing levels of service, including:
 - (a) Adopted land use plans and zoning
 - (b) Streets and other transportation improvements
 - (c) Water and sewer utilities
 - (d) Storm water and irrigation facilities
 - (e) School facilities
 - (f) Environmental constraints
 - (g) Public safety (police/sheriff; fire; emergency service)
 - (h) Existing buildings (residential and non-residential)
 - (i) Approved but unbuilt subdivisions (pipeline)
 - (j) Vacant and underdeveloped parcels
 - (k) Library(ies)
- (2)
 - ii. A conceptual sub-area plan including a future land use map, which shall indicate all land use alternatives under study or proposed for the area of impact (including a comparison of the conceptual sub-area future land use map with the Communities In Motion Community Choices land use scenario);
- (3)
 - iii. A proposed 20 year CIP showing that (a) adequate public facilities will be available for item i(3) at adopted city and county comprehensive plan levels of service (whichever is greater); for item i(2) adopted ACHD and ITD levels of service (whichever is greater); for item i(4) at adopted comprehensive city and county plan levels of services (whichever is greater); and for item i(7) at adopted city and county comprehensive plan levels of service whichever is greater;
- (4)
 - iv. The proposed application of the county comprehensive plan and ordinances consistent with the proposed sub-area plan.
- (5)
 - b. City will meet with County planning and administrative staff to schedule a joint workshop with affected property owners, affected residents and all service, transportation (ACHD and ITD)

and utility providers, including COMPASS, within 30 days following submission of the preliminary proposal.

2. 2. Joint Workshop with Property Owners, Affected Residents and All Transportation, Service and Utility Providers. At this workshop, the City and County will:
 - a. Describe the purpose of the meeting
 - b. Explain the implications of inclusion within the City's area of impact
 - c. Present the existing conditions analysis
 - d. Present the conceptual sub-area future land use map alternatives
 - e. Solicit comments on the conceptual future land use map, alternate transportation, service and utility providers and other issues related to the proposed area of impact expansion (including adequate public facility analysis)
3. Preparation of Formal Request for Area of City Impact Adjustment Negotiation. The City shall then prepare within 30 days following the joint workshop a formal request for the area of city impact adjustment negotiation pursuant to Section 67-6526, Idaho Code, which shall include, in addition to the requirements:
 - a. Map of existing city limits;
 - b. Final Map of proposed area of impact;
 - c. Land use analysis indicating the current and future mix of land uses within the existing city limits, the existing area of city impact and the proposed area of city impact. This analysis should document the remaining development potential in each area of city impact based upon:
 - (1) The acreage of vacant developable land in each area of city impact;
 - (2) The future land use categories adopted for the existing city limits and area of city impact;
 - (3) The proposed future land use of the expanded area of city impact; and
 - (4) The acreage of underdeveloped land within the existing city limits that is available for urban infill
 - d. Growth trends analysis, utilizing COMPASS traffic analysis zone-based projections for population and employment, indicating projected absorption of vacant developable land and underdeveloped land within the City, its current area of city impact and projected area of city impact. (if

the currently adopted COMPASS traffic analysis zone-based projections for population and employment are not used as the basis for projections, the City shall demonstrate, through building permit trends or platting activity that different projections should be used, if this alternate projection method is used, the City shall also demonstrate the relative consistency of this historical trend data with the community's comprehensive plan, if the City is proposing an area of city impact that crosses a county line it shall first submit documentation from the affected County that it has agreed to this expansion.)

- e. Capital facilities analysis documenting improvements required to serve the proposed area, which shall include:
 - (1) Major sewer interceptors and appurtenances required to convey projected wastewater from the area to the applicable wastewater treatment plant (this shall not include on-site wastewater lines)
 - (2) Projected water and sewer demands that will be generated by the area at full development and increased treatment capacity required to accommodate projected demands.
 - (3) Major water lines and appurtenances required to convey water to proposed area (this shall not include on-site water lines).
 - (4) Arterial street improvements required to serve the proposed area .
 - (5) Major stormwater and irrigation lines and appurtenances required to service the proposed area
 - (6) Major Public Safety facilities required to provide services to the proposed area: Police/Sheriff Stations, Fire Stations, EMS Stations (if any of the proposed facilities are to be combined, the City shall demonstrate the method as to how this will be achieved)
- f. A schedule of the public hearings required by Sections 67-6526(a) and 50-222, Idaho Code.
- g. Long Range Capital Facility Plans. The City shall document
 - (1) How its 20 year long-range capital improvements plans for water, sewer; ACHD's 20 year CIP for transportation facilities; any 20-CIP's for Stormwater & Irrigation improvements; and any 20-CIP's for Public Safety facilities; will need to be modified to accommodate the proposed addition to the area of city impact;
 - (2) increased capital improvement costs attributable to the proposed area of city impact that would typically be borne by the applicable service provider of these facilities; and

- (3) Reasonably anticipated sources of revenue required to fund the service provider costs identified in paragraph f. ii.
 - h. Five-Year Capital Facility Plans. The City shall document needed changes to the five-year capital facility plans required to serve at least 15 percent, and no more than 35%, of the development potential in the proposed area of impact. If the City is not the provider of water, sewer, transportation, stormwater & irrigation, or public safety services, the applicable service provider shall provide a letter indicating its ability to fund and provide the capital improvements typically constructed by that service provider that are required to serve at least 15 percent, and no more than 35%, of the development potential of the proposed area of city impact within a five year period of the area of city impact.
 - i. The County shall adopt an ordinance that agrees to the commencement of the public adoption process for the proposed area(s) of city impact that meet the requirements of section 3 a through h. This adoption process shall be consistent with all public hearing procedures required by Section 67-6509, Idaho Code.
 - j. Proposed Inter-agency Agreements.
 - (1) The City shall provide the proposed amendment to the City/County agreement, if applicable.
 - (2) The City shall provide copies of agreements between the City and applicable water, sewer, transportation, stormwater, irrigation, and public safety facility providers documenting the ability and willingness to serve the proposed area of impact.
 - (3) The City shall adopt an ordinance complying with the annexation provision of Section 67-6526(a), Idaho Code.
- 4. Submittal/Review of Application
 - a. No changes proposed to the currently established statutory procedures contained in Sections 67-6526 and 67-6509, Idaho Code, for County review and action except as required by section 3 h.
 - b. The County governing board shall render a determination in writing with findings of fact and conclusions of law supporting its determination within 60 days after the close of the final public hearing before the County governing board days of submittal to the County of the formal request for the proposed area of impact expansion negotiation.
- 5. Criteria To Be Applied: In addition to the statutorily mandated criteria contained in Section 67-6526, Idaho Code, the County governing board shall consider the following when evaluating the appropriateness of the proposed area of impact:

- a. Coordinated 20-year Capital Facility Plans
 - (1) The inclusion of appropriate amendments to the 20-year capital facility plans for water, sewer, transportation, stormwater, irrigation, and public safety facilities that are necessary to serve projected development within the proposed area of impact for the next 20 years? (these improvements shall be limited to facilities that are normally constructed by the applicable facility provider)
 - (2) The costs of the improvements identified in 4a(1) reflect historical or reasonably anticipated funding levels for adequate water, wastewater, transportation, stormwater, irrigation, and public safety facilities.
- b. Recent Growth Trends and Projected Growth of the Applicable City
 - (1) The growth projections for the area of city impact are consistent with projections currently adopted by COMPASS for the applicable traffic analysis zones;
 - (2) Alternative growth projections are supported by recent building permit trends, subdivision activity or other credible basis. (this alternative method shall show that the historic trends are consistent with the community's comprehensive plan)
- c. Availability of Adequate Land Supplies
 - (1) The expanded area of city impact is required because over the 20 year period, there is insufficient land within the City.
 - (2) The expanded area is necessary to accommodate future development. (the evaluation of land supplies shall consider the availability of a mix of infill and green-field development opportunities required to meet projected growth demands. There shall be sufficient land to accommodate 120 to 140 percent of projected population growth and up to 200 percent of population growth on currently vacant and developable land, after considering acreage required for public facilities and services ,including but not limited to schools, parks, streets, community facilities, utility facilities, libraries and open space.)
- d. Short-term (e.g., 5-year) Capital Improvements Programs
 - (1) Existing capital improvement programs provide adequate water, wastewater, transportation, stormwater, irrigation, and public safety facilities to serve at least 15 percent, and no more than 35 percent, of the projected growth in the proposed area of impact? (Capital improvements requirements shall only include the portion

of the capital facilities typically provided by the service provider and shall exclude capital facilities typically provided by developers. • Where the City is not the provider of the public facility, the applicable service provider shall provide a letter documenting that capital facility plans and policies are adequate to fund and construct capital facilities required to serve at least 15 percent, and no more than 35 percent, of the projected growth in the proposed area of city impact within the first five years after approval of the area of city impact.)

- e. Adequacy of inter-agency agreements
 - f. Agreements are in place that provide for funding and adequate capacity for water, sewer, transportation, stormwater, irrigation, and public safety facility capacity to serve planned development in the proposed area of impact? (formal amendment of the ACHD 20-year CIP is not required prior to approval of the expanded area of impact, provided that ACHD has documented that the area can be served in accordance with currently adopted policies and funding sources.)
6. Conflicts Between City and County or Between City and City
- a. Conflicts between city and county
 - (1) If the Board of County Commissioners has denied a proposed area of city impact, or has approved a proposed area of city impact that is inconsistent with either (1) the sub-area plan proposed by the affected city; or (2) the criteria factors or standards required by the BGG, then either the city or county shall proceed through the conflict resolution procedures of Section 67-6526(b), Idaho Code, with the proviso that any recommendation of the nine (9) person entity or of the district court in a declaratory judgment proceeding, with respect to an area of city impact, together with comprehensive plan and sub-area plan(s) if appropriate, and implementing ordinances shall be fully consistent with the criteria, factors and standards contained within the BGG, incorporating these provisions.
 - b. Conflicts between city and city
 - (1) If proposed areas of city impact overlap with other city proposed areas of city impact and the two or more cities cannot agree upon appropriate distribution of the proposed areas of city impact, then the Board of County Commissioners, consistent with the procedures set forth in Sections 67-6509 and 67-6526©, Idaho Code, may upon the request of any city, create the boundaries of the areas of city impact for each city In creating the boundaries of

the areas of city impact, the Board of County Commissioners shall be fully consistent with the criteria, factors and standards contained in these provisions, as incorporated within the BGG.

Area of City Impact Adjustment Procedures and Criteria City Proposal

DRAFT: FOR DISCUSSION ON OCTOBER 27, 2006 MEETING

1. Establish 20-year Area of City Impact Expansion Boundary

Each city would establish expanded area of city impact boundaries for adoption by Ada County. These boundaries would conform to existing or proposed subarea planning boundaries (e.g. North Foothills, Central foothills, draft Ada Co. comprehensive plan map).

Prior to the adoption of detailed subarea planning, the County comprehensive plan would remain as the applicable plan, and County zoning regulations would apply with some exceptions. These exceptions would be negotiated with each city, but all cities would request that the RUT zone **not** be applicable in the expanded area of impact.

(discuss submission of requests to County)

2. Completion of the Subarea Plan(s)

Each respective city would initiate the subarea planning process. The scope of the subarea plan would include the following:

- i. An assessment of existing conditions and existing levels of service, including:
 1. Adopted land use plans and zoning
 2. Streets and other transportation improvements
 3. Water and sewer utilities
 4. Storm water and irrigation facilities
 5. School facilities
 6. Environmental constraints
 7. Public safety (police/sheriff; fire; emergency service)
 8. Existing buildings (residential and non-residential)
 9. Approved but unbuilt subdivisions (pipeline)

- ii. conceptual future land use map, which should indicate all land use alternatives under study or proposed for the area of impact;

- iii. a proposed 20 year CIP showing that (a) adequate public facilities will be available for item i(3) at adopted comprehensive plan levels of service; and for item i(2) adopted ACHD levels of service.

A public involvement process would be established at the onset and would include a minimum of **two joint city/county joint workshops** with property owners and affected agencies.

At the **first workshop**, the City will:

- a. Describe the purpose of the meeting
- b. Explain the implications of being included in the City's area of impact
- c. Present an existing conditions analysis
- d. Provide an interactive session to develop a conceptual future land use map.

At **the second workshop**, the City will:

- a. Present the draft subarea plan that includes the following elements (*Note: the elements are consistent with annexation plan requirement in I.C. 50-222*):
 - i. The manner of providing tax-supported municipal services to the area;
 - ii. The changes in taxation and other costs, using examples, which would result if the area were to be annexed;
 - iii. The means of providing fee-supported municipal services, if any, to the area;
 - iv. A brief analysis of the potential effects of annexation upon other units of local government which currently provide tax-supported or fee-supported services to the area; and
 - v. The proposed future land use plan and zoning designation or designations, subject to public hearing, for the area;
- b. Solicit comments on the subarea plan and other issues related to the proposed area of impact expansion.

3. Adoption of the Subarea Plan(s) and Amended Area of City Impact Ordinance.

Upon completion of the subarea plan(s), the City will submit a formal request to the County to amend the area of city impact ordinance by adopting the subarea plan as an amendment to the city comprehensive plan and to make applicable the city zoning and subdivision standards.

Within 30 days of receiving a written request, the County and City will hold a joint meeting to review the subarea plan and results of the public workshops.

The County shall render a determination in writing with findings of fact and conclusions of law supporting its determination within 60 days after the joint meeting with the City.

Internal Rough Draft

From Ada County 10/19/06

Area of City Impact Adjustment Procedures and Criteria

Process:

1. Preliminary Proposal for Area of Impact Adjustment

- a. Each City will identify the boundaries of the area it desires for inclusion in its area of impact (subject to final adjustment) within 30 days following October 5, 2006 which shall include the following to be submitted to Doherty & Associates; Paul-Hastings; and Planning Works:
 - i. An assessment of existing conditions and existing levels of service, including:
 - 1. Adopted land use plans and zoning
 - 2. Streets and other transportation improvements
 - 3. Water and sewer utilities
 - 4. Storm water and irrigation facilities
 - 5. School facilities
 - 6. Environmental constraints
 - 7. Public safety (police/sheriff; fire; emergency service)
 - 8. Existing buildings (residential and non-residential)
 - 9. Approved but unbuilt subdivisions (pipeline)
 - 10. Vacant and underdeveloped parcels.
 - 11. Library(ies)
 - ii. A conceptual future land use map, which should indicate all land use alternatives under study or proposed for the area of impact (including a comparison of the conceptual future land use map with the Communities In Motion Community Choices land use scenario);
 - iii. A proposed 20 year CIP showing that (a) adequate public facilities will be available for item i(3) at adopted comprehensive plan levels of service; for item i(2) adopted ACHD levels of service; for item i(4) at adopted comprehensive plan levels of services; and for item i(7) at adopted comprehensive plan levels of service;
- b. City will meet with County staff to schedule a joint workshop with affected property owners and effected residents within 30 days following submission of the preliminary proposal.

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2. Joint Workshop with Property Owners and effected Residents. At this workshop, the City and County will:

- a. Describe the purpose of the meeting
- b. Explain the implications of being included or excluded from the City's area of impact
- c. Present the existing conditions analysis
- d. Present the conceptual future land use map
- e. Solicit comments on the conceptual future land use map and other issues related to the proposed area of impact adjustment

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3. Preparation of Formal Request for Area of Impact Adjustment Negotiation. The City shall then prepare within 30 days following the joint workshop a formal request for the area of impact adjustment negotiation, which shall include:

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- a. Map of existing city limits;
- b. Final Map of proposed area of impact;
- c. Land use analysis indicating the current and future mix of land uses within the existing city limits, the existing area of impact and the proposed area of impact. This analysis should document the remaining development potential in each area based upon:

- i. The acreage of vacant developable land in each area;
- ii. The future land use categories adopted for the existing city limits and area of impact;
- iii. The proposed future land use of the adjusted area of impact; and
- iv. The acreage of underdeveloped land within the existing city limits that is available for urban infill

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- d. Growth trends analysis, utilizing COMPASS traffic analysis zone-based projections for population and employment, indicating projected absorption of vacant developable land and underdeveloped land within the City, its current area of impact and projected area of impact. (Note: if the currently adopted COMPASS traffic analysis zone-based projections for population and employment are not used as the basis for projections, the City shall demonstrate, through building permit trends or platting activity that different projections should be used, if this alternate projection method is used, the City shall also demonstrate the relative consistency of this historical trend data with the community's comprehensive plan, if the City is proposing an area of impact that crosses a county line it shall first submit documentation from the effected County that it is agreeable to this expansion.)

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- e. Capital facilities analysis documenting improvements required to serve the proposed area, which shall include:

- i. Major sewer interceptors and appurtenances required to convey projected wastewater from the area to the applicable wastewater treatment plant (Note: this shall not include on-site wastewater lines that typically are the responsibility of the developer)
- ii. Projected water and sewer demands that will be generated by the area at full development and increased treatment capacity required to accommodate projected demands.
- iii. Major water lines and appurtenances required to convey water to the proposed area. (Note: this shall not include on-site water lines that typically are the responsibility of the developer).
- v. Arterial street improvements required to serve the proposed area.
- vi. Major stormwater and irrigation lines and appurtenances required to service the proposed area
- vii. Major Public Safety facilities required to provide services to the proposed area: Police/Sheriff Stations, Fire Stations, EMS Stations (Note: if any of the proposed facilities are to be combined, contrary to the current provision of such services, the City shall demonstrate how this will be achieved)

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f. Long Range Capital Facility Plans. The City shall document

- i. How its 20 year long-range capital improvements plans for water, sewer; ACHD's 20 year CIP for transportation facilities; any 20-CIP's for Stormwater & Irrigation improvements; and any 20-CIP's for Public Safety facilities; will need to be modified to accommodate the proposed adjustment to the area of impact;
- ii. Increased capital improvement costs attributable to the proposed area that would typically be borne by the applicable service provider of these facilities; and
- iii. Reasonably anticipated sources of revenue required to fund the service provider costs identified in paragraph f. ii.

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g. Five-Year Capital Facility Plans. The City shall also document needed changes to the five-year capital facility plans required to serve at least 15 percent, and no more than 35 percent, of the development potential in the proposed area. If the City is not the provider of water, sewer, transportation, stormwater & irrigation, or public safety services, the applicable service provider shall provide a letter indicating its ability to fund and provide the capital improvements typically constructed by that service provider that are required to serve at least 15 percent, and no more than 35 percent, of the development potential of the proposed area.

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h. The County shall adopt an ordinance no later than XXXXXXX, 200X that agrees to the commencement of the public adoption process for the proposed areas of impact adjustment that meet the requirements of section 3 a through f. This adoption process shall be consistent with all public hearing procedures.

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j. Proposed Inter-agency Agreements.

- i. The City shall provide the proposed amendment to the City/County agreement, if applicable.
- ii. The City shall provide copies of agreements between the City and applicable water, sewer, transportation, stormwater, irrigation, and public safety facility providers documenting the ability and willingness to serve the proposed area of impact.
- iii. The City shall adopt an ordinance that prohibits the City from annexing any land outside its area of impact.

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4. Submittal/Review of Application

- a. No changes proposed to the currently established statutory procedures for County review and action except as required by section 3 h.
- b. The County shall render a determination in writing with findings of fact and conclusions of law supporting its determination within days of submittal to the County of the formal request for the proposed area of impact adjustment negotiation.

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Review Criteria: In addition to the statutorily mandated criteria, the County shall consider the following when evaluating the appropriateness of the proposed area of impact:

1. Coordinated 20-year Capital Facility Plans

- a. Does the application indicate amendments to 20-year capital facility plans for water, sewer, transportation, stormwater & irrigation, and public safety facilities that are necessary to serve projected development within the proposed area of impact for the next 20 years? *(Note: these improvements should be limited to facilities that are normally constructed by the applicable facility provider and shall not include improvements that are typically constructed by a developer)*
- b. Do the costs of the improvements identified in 1.a. reflect historical or reasonably anticipated funding levels for adequate water, wastewater, transportation, stormwater, irrigation, and public safety facilities?

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2. Recent Growth Trends and Projected Growth of the applicable city

- a. Are the growth projections for the area of impact consistent with projections currently adopted by COMPASS for the applicable traffic analysis zones? **OR**
- b. Can alternative growth projections be supported by recent building permit trends, subdivision activity or some other credible basis? *(Note, if this alternative method is used, have the historic trends been consistent with the community's comprehensive plan, if not the City shall demonstrate why it would be appropriate to use this trend data)*

3. Availability of Adequate Land Supplies

- a. Is the expanded area of impact required to establish a land use for which there is insufficient appropriately located or configured land within the City?
- b. Is the adjusted area necessary to accommodate future development? *(Note: the evaluation of land supplies should consider the availability of a mix of infill and green-field development opportunities required to meet projected growth demands. Generally, there should be sufficient land to accommodate 120 to 140 percent of projected population growth and up to 200 percent of population growth on currently vacant and developable land, after considering acreage required for public facilities and services, such as schools, parks, streets and libraries.)*

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4. Short-term (e.g., 5-year) Capital Improvements Programs

- a. Do existing capital improvement programs provide adequate water, wastewater, transportation, stormwater, irrigation, and public safety facilities to serve at least 15 percent, and no more than 35 percent, of the projected growth in the proposed area of impact? *(Notes: • Capital improvements requirements shall only include the portion of the capital facilities typically provided by the service provider and shall exclude capital facilities typically*

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provided by developers. • Where the City is not the provider of the public facility, the applicable provider may provide a letter documenting that capital facility plans and policies are adequate to fund and construct capital facilities required to serve at least 15 percent, and no more than 35 percent, of the projected growth in the proposed area of impact.)

5. Adequacy of inter-agency agreements

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- a. Are agreements in place that provide for adequate water, sewer, transportation, stormwater, irrigation, and public safety facility capacity to serve planned development in the proposed area of impact? (Note: Formal amendment of the ACHD 20-year CIP is not required prior to approval of the expanded area of impact, provided that ACHD has documented that the area could be served in accordance with currently adopted policies and or funding sources that can reasonably be anticipated.)

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SECOND INTERGOVERNMENTAL AGREEMENT FOR ADOPTION AND IMPLEMENTATION OF THE BLUEPRINT FOR GOOD GROWTH PLAN

THIS SECOND INTERGOVERNMENTAL AGREEMENT made and entered this _____ day of December, 2006, by and among the City of Boise, City of Eagle, City of Garden City, City of Kuna, City of Meridian, City of Star, Ada County, the Ada County Highway District (hereinafter the "Member Agencies"), and the Idaho Transportation Department for the purpose of adopting and implementing the ADA Countywide Blueprint for Good Growth Plan authorized to be prepared under the First Intergovernmental Agreement For Transportation And Land Use Planning, entered into by the Member Agencies on August 9, 2004, hereinafter IGA-1.

RECITALS

WHEREAS, it is the purpose of this Second Intergovernmental Agreement (hereinafter IGA-2) to adopt the "Blueprint for Good Growth" Plan (hereinafter "BGG") by the Member Agencies and to thereafter implement the BGG by actions of each Member Agency by inclusion in each Member Agency's Comprehensive Plan, zoning ordinance, subdivision regulations and other applicable land use and transportation policies, regulations, ordinances and capital improvement plans and programs within its legislative discretion;

WHEREAS it is also the purpose of this IGA-2 to permit the Member Agencies to make the most efficient use of their powers through cooperation to their mutual advantage by performing planning and regulatory functions that will best accord with geographic, economic, population, service, and the provision of capital infrastructure in accordance with the provisions of the adopted BGG, including the purposes enumerated in the Local Land Use Planning Act, I.C. § 67-6502; and

WHEREAS it is the desire of the Member Agencies to implement the growth, land use, infrastructure, service, and transportation goals, objectives, policies and strategies of BGG in a coordinated and effective manner; and

WHEREAS each Member Agency is authorized under Idaho law to provide comprehensive planning services and adopt comprehensive plans, sub-area plans, land development, ordinances and regulations, including but not limited to zoning, subdivision, capital improvement programming and budgeting for the provision of transportation and other capital facility infrastructure and services to implement BGG; and

WHEREAS this IGA-2 respects the legislative autonomy and discretion of each Member Agency to provide comprehensive planning and land use regulatory control within its jurisdiction consistent with the BGG;

WHEREAS this IGA-2 is not intended to, and does not alter or change the responsibilities of each Member Agency, nor does it relieve any Member Agency of any function, duty, or obligation otherwise imposed by law; and

WHEREAS a copy of this IGA-2, upon its execution by the parties hereto, shall be on file with the Clerk of the governing body of each Member Agency; and

WHEREAS under Idaho law, including but not limited to Idaho Constitution Const. Art. XII, § 2, and Idaho Statutes §§ 31-602, 31-604, 40-1309, 40-1310, 50-301, 67-2326, 67-2327, 67-2328, 67-2332, the Member Agencies are authorized to enter into this IGA-2;

WHEREAS this IGA-2 specifies the duration, organization, purposes, manner of financing, and methodology employed in carrying out the Agreement.

WHEREAS, the provisions of IGA-1 to the extent that they remain applicable have been incorporated into this amended IGA-2.

NOW, THEREFORE, the parties to this IGA-2 do agree as follows:

SECTION 1. TITLE.

This Second Intergovernmental Agreement Amendment is referred to, and may be cited, as the IGA-2.

SECTION 2. PURPOSE.

The purpose of the IGA-2 is to provide for: (a) the adoption of the BGG plan throughout Ada County; (b) the preparation of transportation, capital facility and services, and land use elements that shall be incorporated into the comprehensive plan, ordinances, resolutions and policy manual for each Member Agency; (c) the development and adoption of land use patterns that shall be utilized in both the BGG and COMPASS/ITD *Communities in Motion*, Long Range Transportation Plan, and (d) the development and adoption of land development regulations, and ordinances to implement BGG.

SECTION 3. DEFINITIONS

For the purpose of this IGA-2 and all other agreements, contracts and documents executed, adopted, or approved pursuant to this IGA-2, the following terms shall have meaning prescribed to them within this section unless the context of their use dictates otherwise:

Ada County Highway District (“ACHD”):

The Ada County Highway District established by referendum on May 25, 1971, pursuant to Title 40, Idaho Code, Chapters 13 and 14.

City:

“City” refers to any or all of the following cities: City of Boise, City of Eagle, City of Garden City, City of Kuna, City of Meridian, or the City of Star.

County:

Ada County, Idaho

Consortium:

The multi-jurisdictional entity established by § 4 of this Agreement in order to carry out the purposes of this Agreement.

Governing Board:

A designated representative from each Member Agency.

Idaho Transportation Department:

The state agency responsible for statewide transportation planning.

Member Agency

A public agency which is a party to or subsequently becomes a party to this IGA-2. The phrase “Member Agencies” refers collectively to all of these jurisdictions.

Plan

The BGG Plan, attached hereto as Exhibit “A”.

Stakeholder:

Any local government, landowner, neighborhood, and special interest that has a stake in transportation, capital facilities and services, and land use planning, and that is listed as a recommended countywide participant on the Steering Committee in Section 6 of this Agreement.

SECTION 4. GENERAL ORGANIZATION AND POWERS OF CONSORTIUM.

- 4.1. A Consortium is hereby established that consists of the Member Agencies. Each Member Agency shall designate a representative to serve on the Governing Board of the Consortium. The Consortium shall appoint a Steering Committee that consists of representatives of the Member Agencies and appointed Stakeholders (see Section 6). The Consortium shall appoint a Technical Committee that provides data and information to the Steering Committee (see Section 8). The Consortium shall: (a) employ Doherty & Associates as the Coordinating Consultant which shall provide management and administrative services and report to the Consortium (see Section 7); and (b) employ Paul, Hastings, Janofsky & Walker and Planning Works as the joint planning consultants to carry out Phase II of the Blueprint for Good Growth process.
- 4.2. The Consortium may receive and expend funds, goods, and services from the federal government or agencies and instrumentalities of state or local governments or from civic and private sources and may contract with these entities and provide information and reports as necessary to secure aid.

SECTION 5. MEMBER AGENCIES.

- 5.1. Financial Participation
 - 5.1.1 The allocation of financial contributions of each Member Agency is set forth in Exhibit “B.” The amount of additional funding shall be reasonably related to the population of each Member Agency and/or to the amount required to carry out the purposes of this Agreement after deducting other contributions as set out in 5.1.2.

5.1.2 The Member Agencies shall use their best efforts to secure financial contributions from private businesses, individuals and foundations, to reduce the Member Agency contribution pro-rata for Phase II described in the Scope of Services attached hereto as Exhibit "C."

5.1.3 Nothing in the IGA-2 shall be construed to obligate any Member Agency to any indebtedness or liability, in any manner, or for any purpose exceeding two years after the effective date of this IGA-2. Any funding that is anticipated to exceed two years after the effective date of this Agreement may be provided through the execution of an addendum to this Agreement.

5.2. Procedures For Adoption Of The BGG.

The Consortium Member Agencies by approval of this IGA-2 hereby ratify the action of the Consortium in approving the BGG Plan. The Consortium shall cause the BGG Plan to be implemented using the procedures described in Exhibit "A" and Scope of the Services in Exhibit "C," commencing January 1, 2007. The Consortium Member Agencies shall vote on the adoption of the BGG Plan, as well as on financing and expenditures of the Consortium. The affirmative vote of the County, ACHD, the City of Boise and four (4) of the remaining Member Agencies shall be required to approve any action taken under this Agreement. The Idaho Transportation Department shall be entitled to provide an advisory recommendation to the Member Agencies with respect to any vote to be taken by the Member Agencies with respect to adoption of the Final BGG Plan. A majority of the Member Agencies shall constitute a quorum for Consortium actions.

Each Member Agency hereby approves and ratifies the following documents, which are attached hereto:

- (a) BGG Plan (Exhibit "A");
- (b) Financial Budget for Phase II (Exhibit "B");
- (c) Scope of Services of Phase II (Exhibit "C");
- (d) Engagement Letters for Planning Consulting Services with Paul, Hastings, Janofsky & Walker and management coordination services with Doherty & Associates (Exhibit "D" collectively).

These documents have been approved by each Member Agency in accordance with all requirements of law for the execution of contracts.

Attached hereto as Exhibit "E" are ordinances or resolutions of each Member Agency approving this Agreement and the documents described above.

5.3. The implementation of the BGG as established in Section 5.2 shall be accomplished by each Member Agency, in its legislative discretion, requiring consideration of consistency with the adopted BGG in the following areas and processes:

- (a) Future comprehensive plan amendments, including the 14 specific components set out in Section 67-6508, Idaho Code, adoption of a new comprehensive plan and adoption of sub-area plans;
- (b) Amendments to the zoning ordinance (rezoning maps or text);
- (c) Approval of all subdivision preliminary and final plats;
- (d) County approval of areas of city impact pursuant to Section 67-6526 Idaho Code and the criteria and standards incorporated within the BGG;
- (e) Approval by the courts of the reasonableness of annexations;
- (f) Adoption of capital improvement programs and budgets;
- (g) Adoption of future right-of-way preservation maps;
- (h) Administrative zoning application approvals (site development plans, conditional use permits; variances; building and grading permits);
- (i) Approvals of planned developments and planned communities;
- (j) Public improvement exception applications;
- (k) Impact fee, exaction and dedication requirements;
- (l) Establishing benchmarks for biennial review of the BGG in order to carry out the goals, objectives, policies and strategies of BGG; and
- (m) Preparation of BGG amendments as deemed appropriate by the Consortium, or any Member Agency.

5.4. The Planning Consultants: (1) Paul, Hastings, Janofsky & Walker; and (2) Planning Works shall establish in Phase II, pursuant to the scope of services in Exhibit "C,"

- (a) Procedures and criteria for pre-application coordination; application submittal and review fees; review by staff and planning commissions; notice and hearing requirements consistent with state law; approval criteria including consistency with BGG; and appeals procedures.
- (b) Development standards for future amendment or adoption of comprehensive plans, sub-area plans, ordinances, regulations and policies including the 14 required specific components and applicable zoning and subdivision standards for adequate public facility requirements; public improvement design, financing and capital improvement programming; downtown and infill development; transit oriented development; traditional neighborhood development; transportation corridors and centers; applicable building and sustainable development standards; approvals of areas of city impact; flexible zoning, planned development and planned community approvals.

SECTION 6. STEERING COMMITTEE.

6.1. The Steering Committee shall be composed of the Member Agencies and other stakeholders appointed by the Consortium. The Consortium shall vote on the appointment of stakeholders to serve on the Steering

Committee. The Steering Committee shall generally consist of the following representatives:

Member Agencies

Idaho Transportation Department

Agricultural interests

Chambers of Commerce

Neighborhood Interests

Idaho Smart Growth

Environmental Interests

Treasure Valley Partnership

Development Interests (commercial and residential)

Urban Redevelopment Agencies

Public Transportation Agencies including Valley Ride

- 6.2. The Steering Committee shall be an advisory entity with respect to amendment of the BGG, Phase II ordinances, regulations and policies to implement BGG; monitoring of the BGG; and the approval process for areas of city impact.
- 6.3. A record of meetings, hearings, resolutions, studies, findings, permits, and recommendations taken shall be maintained. All meetings and records shall be open to the public. At least one (1) regular meeting shall be held each month for the duration of this Agreement. A majority of currently-appointed voting members of the Steering Committee shall constitute a quorum.

SECTION 7. MANAGING AND COORDINATING CONSULTANT.

- 7.1. The Consortium shall retain and employ at their separate cost apart from the contract for Planning Consulting Services, a Management and Coordinating Consultant which shall be subject to direction of the Consortium.
- 7.2. The Managing and Coordinating Consultant shall be responsible for the administration of the Consortium, including arranging facilities for meetings, notifying stakeholder representatives, bookkeeping, coordination with the planning consultants, other duties provided by this Agreement, and such additional duties as may be assigned by the Consortium.

SECTION 8. TECHNICAL COMMITTEE

- 8.1. A Technical Committee is hereby created to assist the Steering Committee, Consortium and planning consultants by collecting data and providing advice and assistance on technical matters. The Managing and Coordinating Consultant shall recommend the membership of the Technical Committee, which shall be approved by the Consortium. The number and membership of the Technical Committee shall be determined by the Consortium. The Technical Committee may consist of representatives from the following groups:
- (a) The Idaho Transportation Department;
 - (b) COMPASS;
 - (c) Ada County Highway District;
 - (d) Idaho Division of Environmental Quality and Department of Water Resources;
 - (e) Valley Ride; and
 - (f) Other professionals with expertise in land use and transportation planning.
- 8.2. The Technical Committee will ensure that the planning consultants, steering committee and Consortium have access to the most current data for the project, assist in the alternatives analysis and review all documents produced during the process.

SECTION 9. DURATION/TERMINATION OF AGREEMENT.

This IGA-2 shall remain in effect until December 31, 2008, unless it is further extended by the written agreement of the Member Agencies, in accordance with the provisions of Section 5.2.

SECTION 10. WITHDRAWALS; DISSOLUTION

Any Member Agency shall have the right to withdraw from this IGA-2 by giving written notice to the Managing and Coordinating Consultant. The members agree that withdrawal will not absolve them of responsibility for meeting financial and other obligations established by this Agreement or other contracts or agreements which exist at the time of withdrawal. Upon termination of this IGA-2, any money or assets in possession of the Consortium after payment of all liabilities, costs, expenses, and charges, validly incurred under this IGA-2, shall be returned to all member agencies in proportion to their assessment determined at the time of termination. The debts, liabilities, and obligations of the Consortium shall not constitute a debt, liability, or obligation of any Member Agency.

SECTION 11. AMENDMENTS TO THE AGREEMENT.

This IGA-2 may be amended at any time, but only by the consent of the parties pursuant to Section 5.2.

SECTION 12. GOVERNING LAW.

This IGA-2, and its interpretation and performance, shall be governed and construed by the applicable laws of the state of Idaho.

SECTION 13. COOPERATION BETWEEN AND AMONG THE PARTIES.

The Member Agencies agree to cooperate with each other in all respects regarding the matters addressed in this IGA-2.

SECTION 14. ENFORCEMENT.

It is the intent of the Member Agencies that this IGA-2 shall be binding upon the parties hereto, and that any Member Agency shall be permitted to specifically enforce any provision of this Agreement in any court of competent jurisdiction.

SECTION 15. SEVERABILITY.

If any section, subsection, sentence, clause, phrase, or portion of this IG-2 is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such section, subsection, sentence, clause, phrase, or portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of this IGA-2.

CITY COUNCIL OF THE CITY OF EAGLE

By: _____
Mayor

ATTEST:

City Clerk

CITY COUNCIL OF THE CITY OF GARDEN CITY

By: _____
Mayor

ATTEST:

City Clerk

CITY COUNCIL OF THE CITY OF KUNA

By: _____
Mayor

ATTEST:

City Clerk

CITY COUNCIL OF THE CITY OF MERIDIAN

By: _____
Mayor

ATTEST:

City Clerk

CITY COUNCIL OF THE CITY OF STAR

By: _____
Mayor

ATTEST:

City Clerk

ADA COUNTY HIGHWAY DISTRICT

By: _____
President

ATTEST:

District Clerk/Secretary

IDAHO TRANSPORTATION DEPARTMENT

By: _____
Director

ATTEST:
