



CITY OF BLACK DIAMOND
August 20, 2009 Meeting Agenda
25510 Lawson St., Black Diamond, Washington

7:00 P.M. – CALL TO ORDER, FLAG SALUTE, ROLL CALL

PUBLIC COMMENTS: Persons wishing to address the City Council regarding items of new business are encouraged to do so at this time. When recognized by the Mayor, please come to the podium and clearly state your name and address. Please limit your comments to 3 minutes. If you desire a formal agenda placement, please contact the City Clerk at 253-631-0351. Thank you for attending this evening.

PUBLIC HEARINGS:

- 1.) **AB09-099** – Ordinance Amending Sign Code Regarding Temporary Signage
Council Action May Follow Public Hearing Mr. Pilcher
- 2.) **AB09-100** – Ordinance Amending the Existing Draft Subdivision Code Mr. Munson
- 3.) **AB09-082A** – Establishing Pre-Annexation Zoning for South Annexation
Council Action May Follow Public Hearing Mr. Munson
- 4.) **AB09-083A** – Establishing Pre-Annexation Zoning for East Annexation
Council Action May Follow Public Hearing Mr. Munson

APPOINTMENTS, PRESENTATIONS, ANNOUNCEMENTS: None

UNFINISHED BUSINESS: None

NEW BUSINESS:

- 5.) **AB09-101** – Resolution Finalizing Pre-Annexation and Development Agreement for South Annexation Mr. Munson
- 6.) **AB09-102** – Resolution Finalizing Pre-Annexation and Development Agreement for East Annexation Mr. Munson
- 7.) **AB09-103** – Resolution Accepting First Petition of Proposals on South Annexation Area Mr. Munson
- 8.) **AB09-104** – Resolution Accepting First Petition of Proposals on East Annexation Area Mr. Munson
- 9.) **AB09-105** – Resolution Authorizing Purchase and Sale Agreement of Parkin Property Mr. Boettcher
- 10.) **AB09-106** – Resolution Accepting Railroad Avenue Water Main Project Acceptance and Close Out Mr. Boettcher
- 11.) **AB09-107** – Ordinance Revising Parking Fees Mr. Pilcher
- 12.) **AB09-108** – Resolution Adopting New Fee Schedule Ms. Martinez

DEPARTMENT REPORTS:

MAYOR'S REPORT:

COUNCIL REPORTS:

ATTORNEY REPORT:

PUBLIC COMMENTS:

CONSENT AGENDA:

13.) Claim Checks – August 20, 2009, No. 33898 through No. 33959 in the amount of \$178,546.84

14.) Payroll - July 31, 2009, No. 16094 through 16175 in the amount of \$303,006.46

15.) Minutes – Workstudy Notes from August 6, 2009 and Council Minutes from August 6, 2009

EXECUTIVE SESSION: Potential Litigation

ADJOURNMENT:

CITY COUNCIL AGENDA BILL

City of Black Diamond
Post Office Box 599
Black Diamond, WA 98010

ITEM INFORMATION			
SUBJECT: Public Hearing on proposed Ordinance 09-920, amending Chapter 18.82 of the Black Diamond Municipal Code, to address the use of temporary signs and other minor amendments	Agenda Date: August 20, 2009		AB09-099
	Department/Committee/Individual	Created	Reviewed
	Mayor Howard Botts		
	City Administrator –Gwen Voelpel		
	City Attorney – Loren D. Combs		
	City Clerk – Brenda L. Martinez		
	Finance – May Miller		
	Public Works – Seth Boettcher		
	Economic Devel. – Andy Williamson		
	Comm. Devel. – Steve Pilcher	X	
Cost Impact: N/A	Court – Kaaren Woods		
Fund Source: N/A	Natural Resources/Parks – Aaron Nix		
Timeline: N/A			
Attachments: Ordinance 09-920			
SUMMARY STATEMENT: <p>On June 4 of this year, the Council passed Resolution 09-610, authorizing the use of a variety of temporary signs without restrictions until September 12, 2009. This was adopted in recognition of the Kummer Bridge re-opening and as a means of assisting local businesses to recover from the negative economic effects of the bridge closure. At the time, several Council members expressed interest in extending this allowance for a greater period of time; the City Attorney advised that do so would require action by ordinance.</p> <p>The City’s Sign Code is part of the Zoning Code, for which the Planning Commission has a role in reviewing potential amendments. Staff drafted suggested changes to the code, briefed the Commission at their July worksession, and the Commission subsequently conducted a public hearing on the matter on August 11. The Commission recommends extending the allowance for greater use of temporary signs through the end of this year (December 31, 2009). It also expressed interest in reviewing the Sign Code in greater detail and will commence doing so at its September meeting.</p> <p>If the Council wishes to extend the time period for a longer duration of time, it would require an amendment to section 18.82.060.A.5.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: Planning Commission public hearing and recommendation to Council occurred on August 11, 2009.			
RECOMMENDED ACTION: MOTION to adopt Ordinance No. 09-920, amending Chapter 18.82 of the Black Diamond Municipal Code to address the use of temporary signs and other minor amendments			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	
August 20, 2009			

ORDINANCE NO. _____
09-920

AN ORDINANCE OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON REGARDING THE REGULATION OF SIGNS AND AMENDING BLACK DIAMOND MUNICIPAL CODE SECTIONS 18.82.020, 18.82.050(A), 18.82.050(H), 18.82.060, 18.82.080, AND 18.82.090, AND REPEALING SECTION 18.82.070.

WHEREAS, the City has reviewed its existing code provisions regarding the control and regulation of signs within the City and determined that an update was appropriate; and

WHEREAS, the planning commission reviewed the proposed changes at a public meeting held on August 11, 2009 and recommended that the amendments be adopted; and

WHEREAS, the City Council held a public hearing on the proposed amendments on August 20, 2009;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. Black Diamond Municipal Code Section 18.82.020 is hereby amended to read as follows:

18.82.020 Definitions.

The following definitions shall apply for the purpose of this code.

~~A.~~ Abandoned sign - a sign that no longer correctly identifies, exhorts or advertises any person, business, lessor, owner, product or activity conducted or available on the premises where such sign is located.

~~B.~~ Advertising copy - any letters, figures, symbols, logos or trademarks which identify or promote the sign user or any product or service; or which provides information about the sign user, the building or the products or services available.

Banner - any sign of lightweight fabric, vinyl or similar material that is mounted to a building or pole by any means. National flags, state or municipal flags, seasonal flags, or the official flag of any institution or business shall not be considered as banners.

~~C.~~ Building - a roofed and walled structure built for permanent use.

~~D.~~ Bulletin board - a board or small sign on which notices, community events or hours of operation are posted.

~~E.~~ Change - a change to a sign consists of relocating the sign, or replacing fifty percent or more of the structural material in the sign area.

Normal maintenance and a change of name are not changes which require a permit.

~~F.~~ Code administrator - the community development director or his appointee, who shall be authorized to enforce all of the provisions of the sign code.

~~G.~~ Double-faced sign - a sign that has advertising copy on opposite sides of a single display surface or sign structure.

~~H.~~ Electrical sign - a sign or sign structure in which electrical wiring, connections and/or fixtures are used as part of the sign proper.

~~I.~~ Facade - the entire building front or street wall face of a building extending from the grade of the building to the top of the parapet or eaves and the entire width of the building elevation.

~~J.~~ Flashing signs - a sign or a portion thereof which changes light intensity or switches on and off in a constraint pattern or contains motion or the optical illusion of motion by use of electrical energy. Changing message centers shall not be considered flashing signs.

~~K.~~ Freestanding sign - a sign attached to the ground by a sign structure and supported by uprights placed on or in the ground.

~~L.~~ Gas station price sign - a sign advertising the price of motor fuel and contains no other business advertising.

~~M.~~ Grade - the elevation as measured at the relative ground level in the immediate vicinity of the sign.

~~N.~~ Ground sign - a sign of limited height (maximum of twelve feet) constructed and affixed on a foundation upon or in the ground. Also known as a monument sign.

~~O.~~ Incidental sign - a small nonelectric information sign four square feet or less in area which pertains to goods, products, services or facilities which are available on the premises where the sign occurs and is intended primarily for the convenience of the public while on the premises.

~~P.~~ Institutional sign - a sign to identify educational, civic and religious institutions.

~~Q.~~ Landscaping - the planned use of trees, shrubs and other living plant materials used in conjunction with a sign and other decorative features.

~~R.~~ Lot identification sign - a sign to identify the occupants of the premises.

~~S.~~ Mansard roof - a sloped roof or roof-like facade architecturally able to be treated as a building wall.

~~T.~~ Marquee - a permanent structure attached to, supported by and projecting from a building and providing protection from the weather elements, but does not include a projecting roof. For purposes of this chapter, a freestanding permanent roof-like structure providing protection from the elements, such as a service station gas pump island, will also be considered a marquee. This also includes canopies.

~~U.~~ Neighborhood identification sign - a sign to identify a particular residential area or development four acres or greater in size.

~~V.~~ Neon sign - a symbol, logo, or message comprised of illuminated neon tubing used to attract attention for advertising purposes. Neon signs shall not flash, oscillate or revolve.

~~W.~~ Off-premises directional sign - a permanently installed sign which provides directional information to a business or service, but not located on the same property as the sign in question.

~~X.~~ On-premises directional sign - a permanent sign that directs the public to a specific place such as an entrance, exit or parking or service area, or a particular aspect of a business establishment.

~~Y.~~ Off-premises sign - a sign relating, through its message and content to a business activity, use, product or service not available on the premises on which the sign is erected.

~~Z.~~ On-premises sign - a sign which carries only advertisements and messages strictly applicable to a lawful use of the premises on which it is located.

Political sign - any temporary sign that advertises a candidate for elected office or an opinion on a ballot measure in a pending public election.

~~AA.~~ Portable sign - a sign made of any material, which by its design is readily movable and is not permanently affixed to the ground, structures or buildings.

~~BB.~~ Projecting sign - a sign which is attached to and projects more than one foot from a structure, building face or marquee.

Public service/civic event sign - a temporary sign which may be placed in the public right-of-way, advertising a city-approved service or event.

~~CC.~~ Readerboard - a sign face consisting of tracks to hold readily changeable letters allowing frequent changes of copy.

Real estate sign - any sign that advertises the sale, rental or lease of real property.

~~DD.~~ Revolving sign - a sign which rotates or turns in a circular pattern.

~~EE.~~ Roof sign - a sign supported by and erected on and above a roof or parapet of a building or structure (shall not include a sign erected on the face of a mansard roof).

Sandwich board sign - a temporary sign set upon the ground, consisting of two sign faces hinged at the top and separated at the bottom to make it self-standing upon the ground.

~~FF.~~ Sign- any visual communication device, structure or fixture which is visible/legible from any right-of-way and is intended to aid the establishment in question in promoting the sale of products, goods, services, events or to identify a building, ~~using graphics, letters, figures, signs or patterns which do not represent a product, service or registered~~

~~trademark, or which do not identify the user, shall not be considered signs. If a design or pattern is combined with a sign, only that part of the design or pattern which cannot be distinguished from the sign will be considered as part of the sign. Signs may consist of words, logos, insignias, symbols, flags, banners, balloons, inflatable devices, pennants or other feature intended to direct attention to or promote the interest of any person, institution or business. Works of art, fountains, mosaics and building or structural design features that do not contain a commercial message, logo, symbol, or identification are not signs according to this definition.~~

~~GG.~~ Sign area - the entire area of a sign on which copy is to be placed. Sign structure, architectural embellishments, framework and decorative features which contain no written or advertising copy shall not be included. Sign area shall be calculated by measuring the area of the smallest rectangle that can be drawn around all parts of the sign from the viewpoint exposing the largest sign surface area, excluding simple support structures. Sign-supporting structures which are part of the sign display shall be included in the area rectangle.

~~_____~~ Special sale/promotional/business opening sign - a temporary sign such as a banner, flags, pennants, and similar devices, or wind-driven sign accents (such as spinners) attached to a sign to attract the attention of the public, used for short durations of time.

~~HH.~~ Temporary construction sign - a sign jointly erected and maintained on premises undergoing construction, by an architect, contractor, subcontractor and/or materialman, upon which property such person is furnishing labor or material.

~~II.~~ Temporary sign - any sign or advertising display ~~constructed of cloth, canvas, light fabric, paper, cardboard or other light materials, with or without frames,~~ intended to be displayed for a limited time only and not permanently attached to a building or site.

~~JJ.~~ Wall sign - a sign attached or erected parallel to and extending not more than one foot from the facade or face of any building to which it is attached and supported throughout its entire length, with the exposed face of the sign parallel to the plane of said wall or facade. Signs incorporated into mansard roofs, marquees or canopies shall be treated as a wall sign.

~~KK.~~ Wall graphics - a wall sign of which color and form are part of an overall design on the building.

Section 2. Black Diamond Municipal Code Subsection 18.82.050(A) is hereby amended to read as follows:

A. General Regulations.

1. No sign or any part of a sign shall be designed or constructed to be moving by any means, and shall not contain items such as banners, ribbons, streamers and spinners, except as authorized for temporary signs.

~~These devices, when not part of any sign, are also prohibited. Limited use of thematic flags, banners and pennants, which are complementary to a specific location or structure may be permitted upon approval of the city engineer/designee. This waiver is not intended to permit the use of numerous types of devices which as a result of wind pressure may move to a point of attracting attention of vehicular and pedestrian traffic.~~

2. Exposed braces and angle irons are prohibited. Guywires are prohibited unless there are no other practical means of supporting the sign.

3. No sign shall have blinking, flashing, fluttering or moving lights or other illuminating device which has a changing light intensity or color; provided, however, temperature and/or time signs that conform in all other respects to this chapter are allowed.

~~4. No window signs above the first floor shall be illuminated.~~

~~45.~~ The structure and installation of all signs shall comply with the latest adopted edition of the Uniform Building Code.

~~56.~~ Such sign shall meet all other applicable provisions of this chapter.

~~67.~~ If more than one business in an immediate area has need for an off-premises directional sign, all must be identified on the same sign.

~~78.~~ All signs, together with all of their supports, braces, guys and anchors, shall be maintained in good repair and in a safe, neat, clean and attractive condition.

~~89.~~ The light directed on, or internal to, any sign shall be so shaded, shielded and/or directed so that the intensity or brightness shall not adversely affect safe vision of operators of vehicles moving on private or public property or pedestrians on a public right-of-way. Electric signs shall not use incandescent bulbs for internal illumination. Lighted signs visible from nearby residences shall have low or soft illumination or be shielded in a manner to not adversely affect such residents.

~~940.~~ Portable signs shall not exceed twelve square feet in sign area and no more than one such sign may be displayed per business. Portable signs must be located on the premise to which they relate, except real estate directional signs.

~~104.~~ Abandoned signs shall be removed by the owner or lessee of the premises upon which the sign is located within 90 days after the business or service advertised is no longer conducted on the premises.

Section 3. Black Diamond Municipal Code Subsection 18.92.050(H) is hereby amended to read as follows:

H. ~~Sidewalk~~/Sandwich Board. In non-residential zones, one sidewalk or sandwich board sign per business shall be permitted subject to the following:

1. Signs ~~may~~shall be located ~~entirely~~on private property ~~in such a manner so as not~~provided they do not to interfere with the opening of car doors,

bus stops, loading zones or pedestrian traffic, or create a traffic safety hazard by interfering with the vision of drivers entering or leaving the premises.

2. ~~Signs shall be located on the same site as the business they advertise and during business hours only~~ may be located in the public right-of-way directly adjacent to the property upon which the advertising business is located, provided that no sign shall: block a sidewalk; encroach into any portion of a required handicapped ramp; be located closer than two feet from the face of curb to the nearest sign edge; or, along roadways with no curbs, be located six feet from the edge of payment to the nearest sign edge.

3. Owners of such signs shall assume liability for damage resulting from their use.

~~4. No sign shall be located so as to create a traffic safety hazard by interfering with the vision of drivers entering or leaving the premises.~~

~~45.~~ Maximum allowable sign area shall be ~~twelve~~six square feet per side. Maximum allowable sign height shall be 36 inches.

5. Signs shall only be displayed during the hours the premises or business is open to the general public.

6. There shall be no more than one sign per premises in non-residential zones and no more than three signs per premises in residential zones.

7. The provisions of this subsection shall expire on December 31, 2009.

Section 4. Black Diamond Municipal Code Section 18.82.060 is hereby amended to read as follows:

18.82.060 Temporary signs.

No permit is required for ~~temporary signs except open house sandwich boards, which shall each have a yearly sticker affixed to them. Stickers are required for each board, per agent and are not transferable.~~ The following standards shall apply to all temporary signs:

A. Special sale/promotional or business opening signs shall be permitted in all non-residential zones.

(1) Maximum duration shall be one month or upon termination of the sale or event that they advertise, whichever is less.

(2) Maximum area, per site, shall not exceed fifty (50) percent of the size of the permitted wall/façade sign; this area shall not count towards the total allowable sign area.

(3) All banners shall be attached to the façade, wall or window of the building which includes the business which they advertise; provided that, until December 31, 2009, banners may be attached to other site features such as fences, poles, etc.

(4) Pennants may be anchored on lighting poles or similar features on private property.

(5) The use of pennants, wind-driven accents and other attention-attracting devices attached to a sign shall be prohibited after December 31, 2009.

B. Real estate signs are permitted in all zones and shall be located upon the property to which they apply, except as provided for in this subsection.

(1).Residential “For Sale” and “Sold” Signs. On-premise signs shall be limited to one sign per street frontage not to exceed six square feet in sign area per side, placed wholly on the property for sale, and not to exceed a height of six feet. Directional signs, not to exceed two (2) square feet in area per side, may be placed within the public right-of-way no greater than one-half (1/2) mile from the property available for sale.

(2).Residential Open House Sandwich Board Signs. Such signs shall be limited to sandwich board signs or similar portable signs and shall be limited to a maximum of one sign per street frontage on the premises for sale and three off-premises signs. Such signs are permitted only during daylight hours and when the broker/agent or seller or an agent is in attendance at the property for sale. No such sign shall exceed five square feet in sign area per side. Signs may be placed within the public right-of-way provided they do not interfere with vehicular or pedestrian traffic or the ability of the City to maintain the right-of-way.

3. Undeveloped Commercial and Industrial Property “For Sale or Rent” Signs. One sign per street frontage advertising undeveloped commercial or industrial property for sale is permitted while the property is for sale. The sign shall not exceed thirty-two square feet in sign area per side and six feet in height.

4. Developed Commercial and Industrial Property “For Sale or Rent” Signs. One sign per street frontage advertising a commercial or industrial building for rent or sale is permitted while the building is actually for rent or sale. If freestanding, the sign shall not exceed six feet in height; it shall be located more than fifteen feet from any abutting property line and a public right-of-way line; and shall not exceed thirty-two square feet in sign area per side. For rental space in multi-occupancy buildings, one sign, four square feet in area, is allowed per window.

C. Construction Signs. Construction signs shall be permitted within all zones.

(1) Sign copy shall be limited to information about a building or project under construction or being remodeled.

(2) Maximum duration shall be until construction is completed or one year, whichever is shorter.

(3) Maximum area shall be twelve (12) square feet in residential zones and thirty-two (32) square feet in non-residential zones.

(4) Only one construction sign per contractor per site shall be allowed.

D. Political Signs. Political signs are permissible in all zones on both private property and within public rights-of-way.

(1) It shall be the responsibility of the candidate to have his or her campaign/political signs removed within ten (10) days after the election, or the city will remove such signs at the candidate's expense. Provided, that signs promoting successful candidates or ballot propositions in a primary election may remain displayed through the general election period.

(2) Political signs placed within the public right-of-way shall not interfere with vehicular or pedestrian traffic or the ability of the City to maintain the right-of-way. (3). Maximum sign area shall be twelve square feet.

E. Public service/civic event signs. Signs advertising community events or public issues may be permitted to locate in or over public right-of-ways. If located within the public right-of-way, such signs shall not be permitted to advertised or promote any business or the sale of any product or commodity. Banners shall only be suspended over public right-of-ways at locations approved by the Public Works Director. Maximum duration shall be from one month before the event to five days after the event. Signs shall be removed by the promoters of the event, or the city will remove such signs at the promoter's expense.

Section 5. Black Diamond Municipal Code Section 18.82.070 is hereby repealed.

Section 6. Black Diamond Municipal Code Section 18.82.080 is hereby amended to read as follows:

18.82.080 Permits not required when.

The following shall not require a permit; provided, however, these exemptions shall not be construed as relieving the owner from the responsibility to comply with the provisions of this chapter or any other law or ordinance:

A. The changing of the advertising copy or message on a lawfully erected, painted or printed sign, reader-board or similar sign specifically designed for the use of replaceable copy;

B. Painting, repainting or cleaning of a lawfully erected sign or the changing of the advertising copy, thereof and other normal maintenance unless a structural or electrical change is made;

C. Temporary decorations customary for special holidays erected entirely on private property;

D. On-premises directional signs when not exceeding sixteen square feet in area and the distance from the ground level at the base of the sign to the top of the sign is not greater than eight feet;

E. Incidental signs;

F. Political signs;

G. One nonelectric on-premises bulletin board not exceeding twelve square feet in area for each charitable or religious organization;

~~H. One temporary construction sign per street frontage;~~

~~HI.~~ Institutional identification signs not exceeding eighteen square feet on all faces. The top of the sign shall not be higher than six feet from the ground level;

~~IJ.~~ One emblem of organization sign per city entrance and the total area of the sign on all of its faces shall not exceed twenty-four square feet;

~~JK.~~ One lot identification sign with the total area not to exceed: (a) two square feet per residential dwelling unit, not to exceed a maximum of eighteen square feet for multifamily projects; and (b) eighteen square feet for nonresidential uses.

~~KM.~~ One neighborhood identification sign not exceeding a total of twelve square feet on all its faces and the height from the base of the sign to the top shall not exceed six feet;

~~N. One temporary sign not exceeding thirty-two square feet and displayed for thirty-one days per calendar year;~~

~~LO.~~ One non-electric portable sign not exceeding four square feet located on-premises.

Section 7. Black Diamond Municipal Code Section 18.82.090 is hereby amended to read as follows:

18.82.090 Prohibited signs.

The following signs are prohibited:

A. Signs which by coloring, shape, wording or location resemble or conflict with traffic control signs or devices;

B. Signs which the director of public works determines to be a safety hazard for pedestrian or vehicular traffic. Such signs shall be removed if they already exist;

C. Flashing signs or lights;

D. Signs or parts of signs which revolve;

E. Portable signs exceeding six square feet each side;

F. Signs attached to or placed on a vehicle or trailer parked on public or private property;

provided, however, this provision shall not be construed as prohibiting the identification of a firm or its products on a vehicle operating during the normal course of business. Franchised buses and taxis are exempt from this provision;

G. Off-premises signs, except real estate directional signs, political signs, public service civic event signs, garage sale signs, as allowed under Section 18.82.060;

H. Any sign affixed to or painted on trees, rocks or other natural features or utility poles;

I. Roof signs.

Section 7. Severability. Each and every provision of this Ordinance shall be deemed severable. In the event that any portion of this Ordinance is determined by final order of a court of competent jurisdiction to be void or unenforceable, such determination shall not affect the validity of the remaining provisions thereof, provided the intent of this Ordinance can still be furthered without the invalid provision.

Section 8. Effective date. This Ordinance shall be in full force and effect five (5) days after publication as required by law. A summary of this Ordinance may be published in lieu of the entire Ordinance, as authorized by State law.

Introduced on the ____ day of _____, 2009.

Passed by the City Council on the ____ day of _____, 2009.

Howard Botts, Mayor

ATTEST:

Brenda Martinez, City Clerk

APPROVED AS TO FORM:

Loren D. Combs, City Attorney

Published: _____

Effective Date: _____

CITY COUNCIL AGENDA BILL

City of Black Diamond
Post Office Box 599
Black Diamond, WA 98010

ITEM INFORMATION			
SUBJECT: Public Hearing on proposed amendments to Chapter 17, Black Diamond Municipal Code, concerning Divisions of Land	Agenda Date: August 20, 2009		AB09-100
	Department/Committee/Individual	Created	Reviewed
	Mayor Howard Botts		
	City Administrator –Gwen Voelpel		X
	City Attorney – Loren D. Combs		X
	City Clerk – Brenda L. Martinez		
	Finance – May Miller		
	Public Works – Seth Boettcher		
	Economic Devel. – Andy Williamson		
	Comm. Devel. – Steve Munson	X	
Cost Impact: N/A	Court – Kaaren Woods		
Fund Source: N/A	Natural Resources/Parks – Aaron Nix		
Timeline: N/A			
Attachments: Draft amendments to Chapter 17, Divisions of Land; text of existing Chapter 17.14. Subdivision Density Bonus, Staff Memo			
SUMMARY STATEMENT: <p>Amending the existing Subdivision Ordinance (Divisions of Land), Chapter 17 is another step in the City’s continued update of its Development Regulations. The Planning Commission and staff began work in the late summer/early fall of 2008 and reviewed several drafts of proposed changes before they were presented to the Planning Commission in public hearing on April 21, 2009. At the public hearing the Commission voted 6-0 to pass on the proposed amendments {to include revised definitions of Short Subdivision and Subdivision; definition of Paper Plats; and elimination of Sec. 17.36.040 (3)} to the City Council for its review and consideration.</p> <p>Council reviewed with Community Development staff the Planning Commission recommended draft in a study session on August 6, 2009. Council requested that staff provide copies of the existing Subdivision Density Bonus (SDB) section (Chapter 17.14) and to include language about Tree Preservation in the text of the amendments to Chapter 17. The existing SDB section is included here as an attachment and the Tree Preservation has been provided for in Chapter 17.15.020 (A) (14). Also provided in the Definitions section {Chapter 17.08.010 (11)} is an explanation of the term “Paper Plats”.</p> <p>Staff recommends approval of the proposed amendments.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: Planning Commission: approval			
RECOMMENDED ACTION: To conduct public hearing, take testimony and close public hearing.			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	
August 20, 2009			

development rights program, minimum lot size, maximum lot size and average lot size for the proposed subdivision. (Ord. 780 § 2 Exh. 1 (part), 2005)

17.12.030 Additional information.

An application, for vesting purposes, shall be deemed complete if it contains all of the information required by Sections 17.12.010 and 17.12.020 of this chapter. However, the city may require submittal of additional information, including, but not limited to, soil and geological studies, wetland assessments, or traffic studies, prior to processing a preliminary subdivision application if city staff determines that such information is necessary for accurate environmental or technical review of such application. The city may also set reasonable deadlines for the supplemental submittal of such information if it is found to be necessary subsequent to the initial application submittal and determination of completeness. Failure to meet such deadlines shall cause the application to be deemed withdrawn, and plans or other data previously submitted for review may thereafter be returned to the applicant. In no case shall an application be processed until it is adequate in terms of the type or amount of information necessary for accurate environmental and technical review. (Ord. 780 § 2 Exh. 1 (part), 2005)

Chapter 17.14

SUBDIVISION DENSITY BONUS

Sections:

- 17.14.010 Density bonus.**
- 17.14.020 Limitation upon density bonus.**
- 17.14.030 Review.**
- 17.14.040 Density bonus award schedule.**
- 17.14.050 Density bonus elements.**

17.14.010 Density bonus.

In addition to the requirements of RCW 58.17 for which the planning commission and city council must make findings of adequate provision, each subdivision and short subdivision within the city that is not located within an approved master planned development shall be encouraged through a system of density incentives to incorporate features identified as being central to the implementation of the city's vision statement and comprehensive plan as they relate to the character of new development within the city. Developers seeking to obtain a net density greater than the base density for a parcel as established by the city's zoning regulations may propose the incorporation of specific elements as part of their subdivision proposal in return for a density bonus as set forth in this chapter. Density bonus may be granted where the property is not included in an MPD application, is not within an MPD overlay district, and is not in an area that was defined in the Black Diamond urban growth area agreement dated December 31, 1996 as a potential annexation area. (Ord. 780 § 2 Exh. 1 (part), 2005)

17.14.020 Limitation upon density bonus.

In no case shall the net density of a subdivision exceed the maximum or cap density allowed by the city's zoning regulations for a given zoning designation. For property designated as a receiving area in the city's TDR program and to which bonus density could apply, the bonus density allowed cannot exceed one-half of the number of density units intended to be applied to the property that are in excess of the base density. All remaining density must be acquired

through the city TDR program. (Ord. 780 § 2 Exh. 1 (part), 2005)

17.14.030 Review.

A subdivision application seeking bonus density shall be reviewed by the hearing examiner as part of the hearing examiner's subdivision review process. Where approving bonus density is recommended by the hearing examiner, the specific elements found to satisfy the city's density bonus standards shall be set forth in the hearing examiner's findings and decision. (Ord. 857 § 16, 2008; Ord. 780 § 2 Exh. 1 (part), 2005)

17.14.040 Density bonus award schedule.

A. Where a density bonus is sought by an application for subdivision, the bonus density shall be awarded according to the following schedule:

1. An increase of one-half of a unit of density per acre above that granted through application of the base density shall be awarded to an application found to demonstrate incorporation of at least three of the following applicable elements as part of a subdivision application.

2. An increase of one unit of net density per acre above that granted through application of the base density shall be awarded to an application found to demonstrate incorporation of at least four of the following applicable elements as part of a subdivision application.

3. An increase of two units of net density per acre above that granted through application of the base density shall be awarded to an application found to demonstrate incorporation of at least seven of the following applicable elements as part of a subdivision application.

4. An increase of three units of net density per acre above that granted through application of the base density shall be awarded to an application found to demonstrate incorporation of at least ten of the following applicable elements as part of a subdivision application.

5. An increase of four units of net density per acre above that granted through application of the base density shall be awarded to an application found

to demonstrate incorporation of at least fourteen of the following applicable elements as part of a subdivision application.

B. The bonus density authorized in each subsection of subsection A of this section is not pyramided on the previous subsection. (Ord. 780 § 2 Exh. 1 (part), 2005)

17.14.050 Density bonus elements.

The hearing examiner shall review each subdivision application to determine the number of density bonus elements that have been incorporated by the applicant. The following are the density bonus elements:

A. Trails. The subdivision includes the incorporation of a neighborhood trail system linking lots to each other and, where applicable, to an existing or proposed trail corridor as identified in the city's comprehensive plan. All proposed trails will be open to the public during daylight hours.

B. Parks. The subdivision includes public park space totaling at least one hundred fifty percent of the park space otherwise required by the city.

C. Residential Setbacks. The subdivision proposes development standards that provide for varied setbacks for the front facades of residential structures of between five and twenty feet, varying such that the setback of adjacent residential structures will vary by at least five feet.

D. View Protection. The subdivision is designed so that views of Mt. Rainier, lakes, or other scenic vistas are preserved and enhanced from public streets, parks, other public places, or existing off-site residential units.

E. Use of Alleys. The subdivision incorporates rear loaded garages and the use of alleys to provide for garage access to at least sixty-five percent of the proposed lots within the subdivision.

F. Garage Design. The subdivision proposes design standards such that garages facing the street are set back at least twenty feet from the property line and the building floor area extends at least five feet closer to the front lot line than the garage and/or other specifically identified design measures for de-

emphasizing garages, including porches, location of entry, breakup massing/doors for double garages.

G. Common Open Space. The subdivision incorporates one or more design features so that at least one-half of all dwelling units have direct access to a significant common open space area.

H. Forest Retention. The subdivision of a forested development site is designed such that at least fifty percent of the trees greater than twelve inches in diameter at the time of subdivision are to be retained and protected through restrictive covenants.

I. Porch Features. The subdivision proposes such that at least fifty percent of all residential structures include a front porch feature having a functional depth and width of at least six feet to allow for outdoor seating.

J. Facades. The subdivision incorporates design standards such that horizontal facades longer than thirty feet are articulated into smaller units, using methods such as: distinctive roof forms, changes in materials, window patterns, color differentiation, and recesses, or offsets.

K. Low Impact Stormwater Design. The subdivision is designed utilizing low impact development technologies such that stormwater runoff after development is no greater than stormwater runoff in a forested, predevelopment condition.

L. Open Space Preservation. The subdivision provides for at least forty percent common open space through the use of clustering.

M. Public Access to Water. The subdivision is designed such that public access is provided to a lake, stream or wetland area for recreational or educational purposes in an ecologically sensitive manner.

N. Habitat Restoration. The subdivision incorporates a fish or wildlife habitat restoration component that significantly improves the habitat value of a pre-existing environmental condition that is not the result of the action(s) of the applicant.

O. Water Conservation. The subdivision incorporates one or more technologies (including reuse, soil amendments, etc.) or landscape standards which seek to eliminate or significantly reduce the use of potable water for outdoor watering.

P. Screening. The subdivision utilizes a buffer of existing mature vegetation or proposes the installation of significant natural vegetation capable of screening the proposed subdivision from an adjacent roadway or more intensive adjacent land use.

Q. Discretionary Density Bonus Elements. In order to encourage and give applicants an incentive to incorporate elements of the city's vision statement and comprehensive plan goals and objectives as part of their subdivision proposals, the city council may recognize up to two additional density bonus elements that may be proposed by an applicant but not listed herein. Prior to recommending such discretionary elements, the planning commission shall make findings that these elements serve to further implement the city's vision statement and/or comprehensive plan. (Ord. 857 § 17, 2008; Ord. 780 § 2 Exh. 1 (part), 2005)



CITY OF BLACK DIAMOND
PLANNING COMMISSION
25510 Lawson Street, Black Diamond, Washington

M E M O R A N D U M

Date: April 15, 2009
To: Planning Commission
From: Steve Munson, City Planner
Re: Public Hearing on proposed amendments to BDMC 17.00, Subdivision Code

Background

In the late summer/early fall of 2008 Community Development Department staff began examination of Chapter 17—Divisions of Land (Subdivision Code) of the Black Diamond Municipal Code. The task was to review existing features and develop where necessary proposed amendments to update the standards and prepare the City for the anticipated increase in development activity likely to be generated by the Yarrow Bay Communities Master Planned Developments. Except for occasional amendments, it has been many years since this Chapter was comprehensively evaluated. As nearly as can be determined, the last major update occurred in 1980.

Staff has worked with other city departments, the Office of the City Attorney, researched numerous nearby jurisdictions (of both comparable and different size) and state law for code updates. Some related discussions have also taken place with private property owners.

The Planning Commission has reviewed the proposed amendments in a series (four) of Study Sessions since January of this year. As a result of these sessions, staff has prepared the attached draft of proposed amendments for consideration by the Commission in public hearing.

Policy Issues

As part of the Chapter 17 review staff identified six (6) policy issues for the Commission's review and consideration. They are as follows:

- 1) Potentially increasing the number of allowed lots in a short subdivision from 4-6
- 2) Allowing "paper plats" (making it easier for individuals who may be "land rich, but "cash poor" to create lots "on paper" and then sell them with the purchaser being responsible for the installation of utilities, roads, etc.)
- 3) Eliminating the Subdivision Density Bonus Options
- 4) Removing the requirement for a "comprehensive fiscal analysis" for any proposed subdivision
- 5) Establishing a time limitation for final subdivision and short subdivision filing for recording to ensure that once approved by the city, they are timely filed

- 6) Allowing some model homes to be constructed prior to final plat recording

Major Changes

Review of the draft amendments indicates that numerous sections have been revised. As a result of staff research and Commission recommendations, some portions have been deleted, some added, and others mixed and matched or moved around. The intent has been to update all portions to reflect contemporary terminology and practice, reduce and eliminate duplication where found, provide some creative options for consideration, and to design the text in a fashion that facilitates easier reading and understanding. Despite all the markups, the proposed amendments are not that substantial.

The following are the significant changes being proposed:

1. Increase the number of lots permitted in a short subdivision from 4 to 6. (This would require amending the definitions of “short subdivision” and “subdivision” in Section 17.08.010).
2. Allow the “paper plats” option for one additional lot when there is an existing home, with the condition that notes be placed on the face of the plat noting the need for future improvements.
3. Eliminate the Subdivision Density Bonus Options contained in Section 17.14 in their entirety and ensure that these concepts are included in design guidelines.
4. Remove the requirement for a “comprehensive fiscal analysis” for any proposed subdivision of Section 17.12.010 (U).
5. Establish a time limitation of sixty (60) days for filing for recording final plats and short plats, once approved, as per Section 17.20.070 (D) and Section 17.32.100 respectively.
6. Prior to final plat recording, allow building permits to be issued for up to four (4) model homes as per Section 17.20.080.
7. In Section 17.12.010 and throughout the Chapter delete the word “overlay” from the term “MPD Overlay District”.
8. Throughout the Chapter replace the “critical” portion of critical areas with “sensitive”.
9. In Section 17.15.030 the site inspection procedures by the Hearing Examiner are further clarified.
10. In Section 17.20.040 add the signature and date of examination and approval by the Community Development Director to final plats.
11. In Section 17.20.060 increase from thirty (30) to sixty (60) days the amount of time provided between filing final plats for Council review and Council decision.
12. Add new terms in the definition Section 17.08.010 to include “Alteration”, “Hearing Examiner”, “Vacation”, and “Vested”.
13. Add new Section 17.20.090 describing Vacation or Alteration of a Subdivision.
14. In the review of Lot Line Adjustment applications of Section 17.36.040 add the Community Development Director and Fire Marshall to the review team.
15. Guidance and reference for clarification of the term “Vesting” is added in Section 17.12.030.

Staff Recommendation

Staff recommends the Commission conduct the public hearing, consider public testimony, and direct staff to make any changes deemed necessary as part of its recommendation to the City Council.

CITY COUNCIL AGENDA BILL

City of Black Diamond
Post Office Box 599
Black Diamond, WA 98010

ITEM INFORMATION			
SUBJECT: Public Hearing – Pre-Annexation zoning classification for the proposed South Annexation	Agenda Date: August 20, 2009		AB09-082A
	Department/Committee/Individual	Created	Reviewed
	Mayor Howard Botts		
	City Administrator –Gwen Voelpel		
	City Attorney – Loren D. Combs		
	City Clerk – Brenda L. Martinez		
	Finance – May Miller		
	Public Works – Seth Boettcher		
	Economic Devel. – Andy Williamson		
	Police – Chief Kiblinger		
Cost Impact: N/A	Community Dev. – Steve Munson		X
Fund Source: N/A	Natural Resources – Aaron Nix		
Timeline: N/A			
Attachments: Legal Descriptions, Site Map, Staff Memo			
<p>SUMMARY STATEMENT:</p> <p>Black Diamond Lawson Partners (South) has submitted to the Community Development Department a draft Pre-Annexation and Development Agreement for this proposed Annexation. This Agreement details the specific land use designations and zoning to be applied to the properties and the specifics of other features including, but not limited to, roads and utilities.</p> <p>In preparation for future City Council consideration of this document, Council is required by RCW 35A.14.330 and RCW 35A.14.340 to conduct two public hearings at least 30 thirty days apart to allow public testimony on any proposed pre-annexation zoning.</p> <p>At this time staff is recommending the assignment of the MPD, Master Plan Development Zoning District (see attached map) zoning designation for all of the proposed annexation area with the exception of two parcels to be designated as R-4, Single Family Residential District.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: N/A			
RECOMMENDED ACTION: MOTION to approve the requested pre-annexation zoning and direct the Mayor to have an ordinance brought back for the Council to consider.			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	
July 16, 2009	Conducted first of two required public hearings.		
August 20, 2009			

EXHIBIT A
URBAN GROWTH AREA ANNEXATION LEGAL DESCRIPTION

TRIAD JOB # 05-336
OCTOBER 24, 2008

THAT PORTION OF SECTION 23, TOWNSHIP 21 NORTH, RANGE 6 EAST, W.M. IN KING
COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 23;

THENCE EASTERLY ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID
SECTION 23, TO THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER;

THENCE SOUTHERLY, ALONG THE EAST LINE OF SAID NORTHWEST QUARTER TO THE
NORTHWEST CORNER OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID
SECTION 23;

THENCE EASTERLY, ALONG THE NORTH LINE OF SAID SOUTH HALF, TO THE EASTERLY
MARGIN OF STATE ROUTE 169;

THENCE SOUTHEASTERLY, ALONG SAID EASTERLY MARGIN, TO THE SOUTH LINE OF THE
NORTHEAST QUARTER OF SAID SECTION 23;

THENCE WESTERLY, ALONG SAID SOUTH LINE, TO THE SOUTHEAST CORNER OF THE
NORTHWEST QUARTER OF SAID SECTION 23;

THENCE WESTERLY, ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, TO THE
NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF
SAID SECTION 23;

THENCE SOUTHERLY, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID
SOUTHWEST QUARTER, TO THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER;

THENCE WESTERLY, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE
SOUTHWEST QUARTER OF SAID SECTION 23, TO THE SOUTHWEST CORNER OF SAID
NORTHWEST QUARTER;

THENCE NORTHERLY, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF THE
SOUTHWEST QUARTER OF SAID SECTION 23, TO THE SOUTHWEST CORNER OF THE
NORTHWEST QUARTER OF SAID SECTION 23;

THENCE NORTHERLY, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, TO THE
NORTHWEST CORNER OF SAID SECTION 23, THE POINT OF BEGINNING

WRITTEN: ARJ
CHECKED: CHS



10/24/08

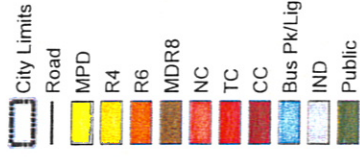


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12112 115th Avenue NE Kirkland, Washington 98034-9623
425.821.8448 · 800.488.0756 · Fax 425.821.3481
www.triadassoc.com

Land Development Consultants

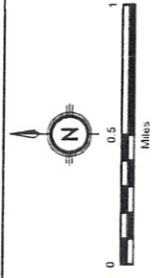
DRAFT

City of Black Diamond
Draft Zoning Map

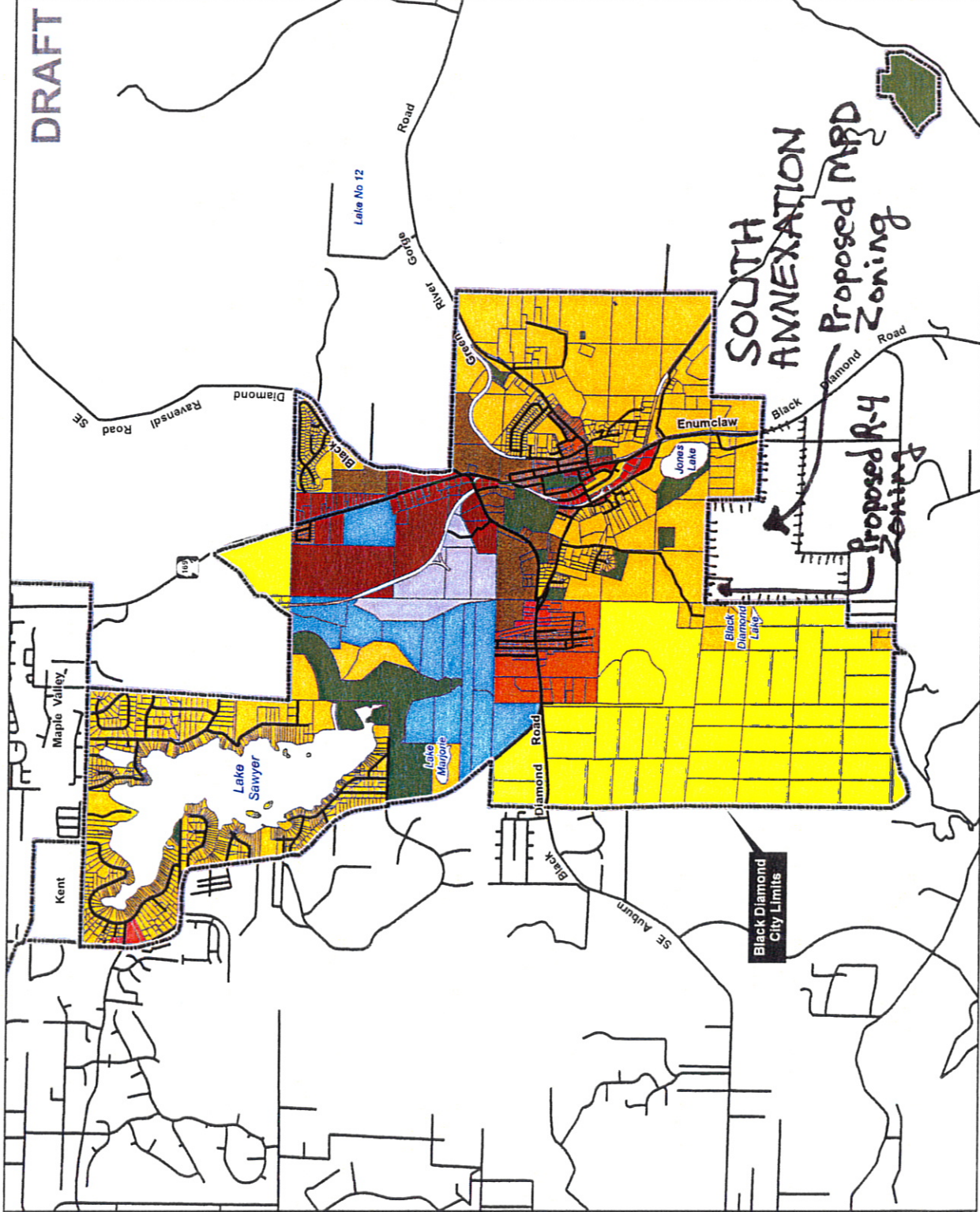


Sources: King County (2007); City of Black Diamond (2006)

Map Prepared: June 2009



ICF Jones & Stokes
an ICF International Company





CITY OF BLACK DIAMOND

24301 Roberts Drive
PO Box 599
Black Diamond, WA 98010

Phone: (360) 886-2560
Fax: (360) 886-2592
www.ci.blackdiamond.wa.us

July 9, 2009

TO: Mayor, Councilmembers
FR: Steve Munson, City Planner



RE: EAST AND SOUTH ANNEXATIONS—Yarrow Bay

Black Diamond Lawson Partners (East) and Black Diamond Village Partners (South) submitted to the Community Development Department on April 6, 2009 two separate annexation proposals (East and South Annexations). These are being processed under the "Direct Petition Method" of annexation as authorized by RCW 35A.14.120.

The proposed East Annexation consists of 50 acres and is located along the east-central city boundary. Composed of 250 acres, the proposed South Annexation is located along the south-central city boundary (see included maps).

Community Development staff and Yarrow Bay representatives (along with legal counsel for both) began meeting in late April to discuss the specifics of the draft Pre-Annexation and Development Agreements accompanying both annexation proposals. During these discussions it was determined that the Master Plan Development pre-application agreements for the two Yarrow Bay Communities sites required that the pre-annexation agreements had to be negotiated and executed before the Annexation Petitions could be authorized for circulation. As a result, the proposals have been scheduled for public hearing before Council on July 16, 2009 and August 20, 2009 (two public hearings) as required by RCW 35A.14.330 and RCW 35A.14.340.

Staff has included with this packet the legal descriptions and site maps for both proposals. Community Development staff also mailed on July 2, 2009 copies of the Notice of Public Hearing to owners of all the properties proposed to be included in the East and South Annexations.

Once both public hearings are conducted, completed, and Council has acted upon the Pre-Annexation zoning staff can then schedule the required public meeting at which the annexation proponents will be authorized to circulate the Annexation Petitions for both proposals as provided for in RCW 35A.14.120.

CITY COUNCIL AGENDA BILL

City of Black Diamond
Post Office Box 599
Black Diamond, WA 98010

ITEM INFORMATION			
SUBJECT: Public Hearing – Pre-Annexation zoning classification for the proposed East Annexation	Agenda Date: August 20, 2009		AB09-083A
	Department/Committee/Individual	Created	Reviewed
	Mayor Howard Botts		
	City Administrator –Gwen Voelpel		
	City Attorney – Loren D. Combs		
	City Clerk – Brenda L. Martinez		
	Finance – May Miller		
	Public Works – Seth Boettcher		
	Economic Devel. – Andy Williamson		
	Police – Chief Kiblinger		
Cost Impact: N/A	Community Dev. – Steve Munson		X
Fund Source: N/A	Natural Resources – Aaron Nix		
Timeline: N/A			
Attachments: Legal Descriptions, Site Map, Staff Memo			
<p>SUMMARY STATEMENT:</p> <p>Black Diamond Lawson Partners (East) has submitted to the Community Development Department a draft Pre-Annexation and Development Agreement for this proposed Annexation. This Agreement details the specific land use designations and zoning to be applied to the properties and the specifics of other features including, but not limited to, roads and utilities.</p> <p>In preparation for future City Council consideration of this document, Council is required by RCW 35A.14.330 and RCW 35A.14.340 to conduct two public hearings at least 30 thirty days apart to allow public testimony on any proposed pre-annexation zoning.</p> <p>At this time staff is recommending the assignment of the R-4; Single Family Residential District (see attached map) zoning designation for the entire proposed annexation area. In addition a public meeting needs to be scheduled for September 4, 2009 for Council to meet with the proponents as required by RCW 35A.14.120 to authorize circulation of the Annexation Petition.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: N/A			
<p>RECOMMENDED ACTION: MOTION to approve the requested pre-annexation zoning and direct the Mayor to have an ordinance brought back for the Council to consider.</p>			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	
July 16, 2009	Conducted first of two required public hearings.		
August 20, 2009			

EXHIBIT A

LAWSON HILLS
EAST ANNEXATION AREA LEGAL DESCRIPTION:

TRIAD JOB # 04-058
NOVEMBER 7, 2008

THAT PORTION OF THE EAST HALF OF SECTION 13, TOWNSHIP 21 NORTH, RANGE 6 EAST,
W.M., IN KING COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION;

TOGETHER WITH THAT PORTION OF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER
OF THE NORTHEAST QUARTER OF SAID SECTION DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHWEST CORNER OF SAID SOUTH HALF, THENCE NORTH $00^{\circ}17'23''$
EAST, ALONG THE WEST LINE OF SAID SOUTH HALF, 493.15 FEET;
THENCE SOUTH $35^{\circ}28'21''$ EAST 617.91 FEET TO THE SOUTH LINE OF SAID SOUTH HALF,
THENCE NORTH $88^{\circ}24'03''$ WEST, ALONG THE SOUTH LINE OF SAID SOUTH HALF, 361.22
FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST
QUARTER OF SAID SECTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER,
THENCE NORTH $01^{\circ}06'43''$ EAST, ALONG THE WEST LINE OF SAID NORTHEAST QUARTER,
1324.33 FEET TO THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER;
THENCE SOUTH $88^{\circ}24'03''$ EAST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER,
69.04 FEET;
THENCE SOUTH $55^{\circ}11'17''$ EAST 488.42 FEET;
THENCE SOUTH $01^{\circ}50'22''$ WEST 240.07 FEET;
THENCE SOUTH $31^{\circ}16'37''$ WEST 939.98 FEET TO THE POINT OF BEGINNING.

TOTAL AREA = 50.00 ACRES

WRITTEN: ARJ
CHECKED: CHS











S:\PROJECTS\04058\CORRESPONDENCE\PURCHASE LEGALS\04058 2008-11-07 EAST
ANNEXATION AREA.doc

12112 115th Avenue NE Kirkland, Washington 98034-9623
425.821.8448 • 800.488.0756 • Fax 425.821.3481
www.triadassoc.com

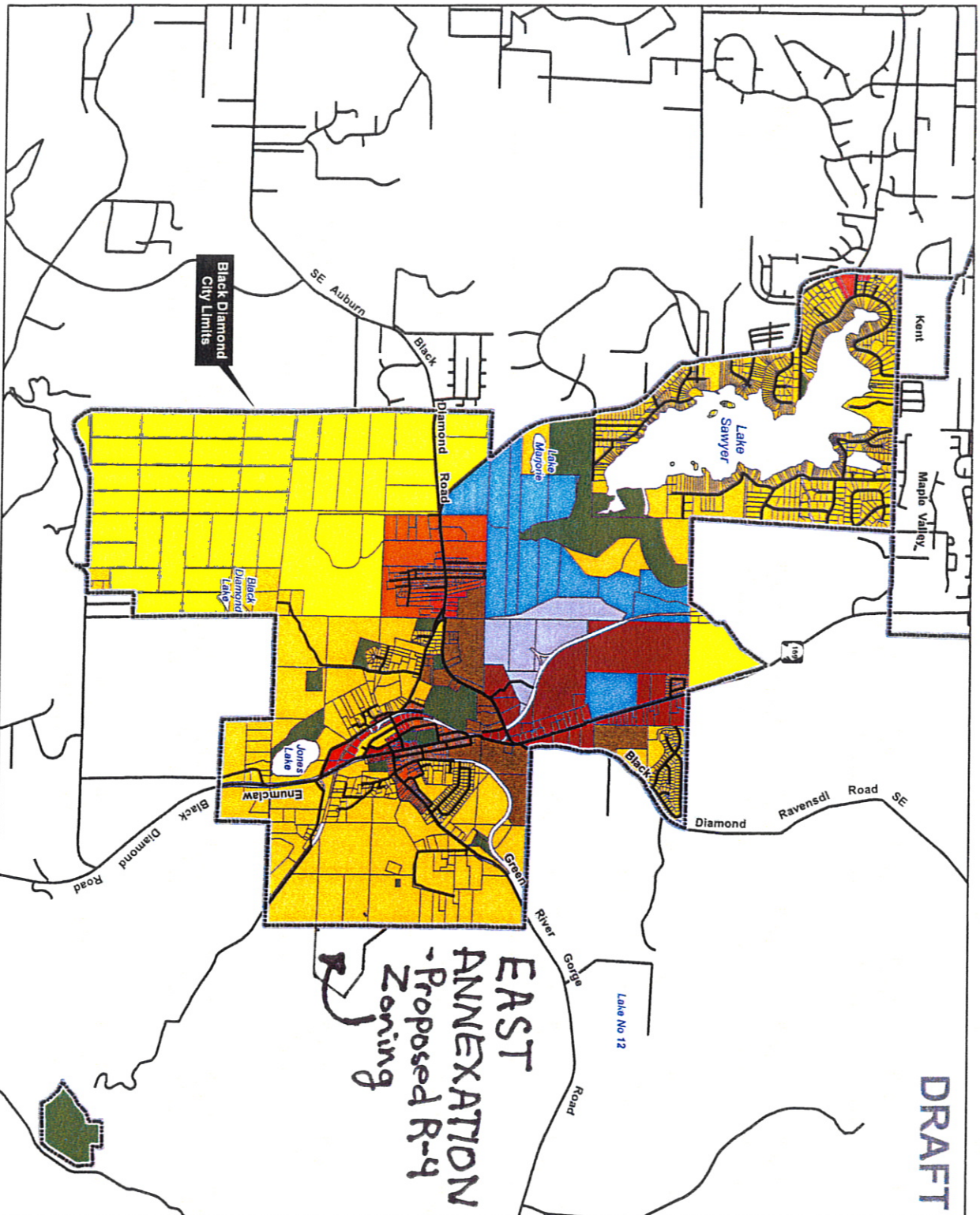
Land Development Consultants

DRAFT

City of Black Diamond
Draft Zoning Map

-  City Limits
-  Road
-  MPD
-  R4
-  R6
-  MDR8
-  NC
-  TC
- CC
- Bus Pk/Light Ind
- IND
- Public

EAST ANNEXATION -Proposed R-4 Zoning



Sources: King County (2007); City of Black Diamond (2006)
Map Prepared: June 2009

ICF Jones & Stokes
an AF Incorporated Company



CITY OF BLACK DIAMOND

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www.ci.blackdiamond.wa.us

July 9, 2009

TO: Mayor, Councilmembers
FR: Steve Munson, City Planner



RE: EAST AND SOUTH ANNEXATIONS—Yarrow Bay

Black Diamond Lawson Partners (East) and Black Diamond Village Partners (South) submitted to the Community Development Department on April 6, 2009 two separate annexation proposals (East and South Annexations). These are being processed under the "Direct Petition Method" of annexation as authorized by RCW 35A.14.120.

The proposed East Annexation consists of 50 acres and is located along the east-central city boundary. Composed of 250 acres, the proposed South Annexation is located along the south-central city boundary (see included maps).

Community Development staff and Yarrow Bay representatives (along with legal counsel for both) began meeting in late April to discuss the specifics of the draft Pre-Annexation and Development Agreements accompanying both annexation proposals. During these discussions it was determined that the Master Plan Development pre-application agreements for the two Yarrow Bay Communities sites required that the pre-annexation agreements had to be negotiated and executed before the Annexation Petitions could be authorized for circulation. As a result, the proposals have been scheduled for public hearing before Council on July 16, 2009 and August 20, 2009 (two public hearings) as required by RCW 35A.14.330 and RCW 35A.14.340.

Staff has included with this packet the legal descriptions and site maps for both proposals. Community Development staff also mailed on July 2, 2009 copies of the Notice of Public Hearing to owners of all the properties proposed to be included in the East and South Annexations.

Once both public hearings are conducted, completed, and Council has acted upon the Pre-Annexation zoning staff can then schedule the required public meeting at which the annexation proponents will be authorized to circulate the Annexation Petitions for both proposals as provided for in RCW 35A.14.120.

CITY COUNCIL AGENDA BILL

City of Black Diamond
Post Office Box 599
Black Diamond, WA 98010

ITEM INFORMATION			
SUBJECT: Resolution No. 09-626, finalizing Pre-Annexation and Development Agreement for the proposed South Annexation	Agenda Date: August 20, 2009		AB09-101
	Department/Committee/Individual	Created	Reviewed
	Mayor Howard Botts		
	City Administrator –Gwen Voelpel		
	City Attorney – Loren D. Combs		
	City Clerk – Brenda L. Martinez		
	Finance – May Miller		
	Public Works – Seth Boettcher		
	Economic Devel. – Andy Williamson		
Cost Impact: N/A	Police – Chief Kiblinger		
Fund Source: N/A	Community Dev. – Steve Munson		X
Timeline: N/A	Natural Resources – Aaron Nix		
Attachments: Resolution No. 09-626, Draft Pre-Annexation and Development Agreement, Legal Description, Site Map			
SUMMARY STATEMENT: BD Village Partners, LP (South) has submitted to the Community Development Department a draft Pre-Annexation and Development Agreement for this proposed Annexation. This Agreement details the specific land use designations and zoning to be applied to the properties and the specifics of other features including, but not limited to, roads and utilities. In preparation for future City Council consideration of this document, City of Black Diamond Resolution No. 09-590 (Villages Master Planned Development Pre-Application Agreement) requires in Sec. 3.2”....The parties agree that before the City authorizes the circulation of the petition to annex the South Annexation Area, the parties shall negotiate a pre-annexation agreement that will provide for the implementation of the remaining BDUGAA conditions relative to annexation of the South Annexation Area so that the pre-annexation agreement can be integrated into the annexation process at the time the circulation of the petition to annex is authorized.” (The parties are the City of Black Diamond and BD Village Partners, LP). Pursuant to the above, city staff and the city attorney have been negotiating with BD Village Partners, LP staff and their legal counsel since early June the details of this required agreement. The parties have reached a consensus on the language contents and the agreement is presented for Council’s review and consideration.			
COMMITTEE REVIEW AND RECOMMENDATION: N/A			
RECOMMENDED ACTION: MOTION to adopt Resolution No. 09-626 finalizing the agreement pursuant to the requirements of Resolution 09-590.			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	
August 20, 2009			

RESOLUTION NO. 09-626

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON,
AUTHORIZING THE MAYOR TO EXECUTE A PRE-
ANNEXATION AND DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF BLACK DIAMOND AND BD
VILLAGE PARTNERS, LP RELATING TO THE
DEVELOPMENT OF THE SOUTH ANNEXATION AREA

BD Village Partners, LP, pursuant to RCW 35A.14.120 has notified the City of its intent to commence annexation proceedings for the area known as the South Annexation Area, the legal description of which is set forth in Exhibit A to the attached Pre-Annexation and Development Agreement; and

WHEREAS, RCW 36.70B.170 authorizes a city to enter into an agreement regarding the development of real property outside its boundaries as part of a proposed annexation with any person having an ownership interest or control of such real property; and

WHEREAS, the City and BD Village Partners, LP, have negotiated a Pre-Annexation and Development Agreement, substantially in the form attached hereto as Exhibit A; and

WHEREAS, the City and others were parties to the Black Diamond Urban Growth Area Agreement dated December 31, 1996 ("BDUGAA"); and

WHEREAS, BD Village Partners, LP is a successor in interest to some of the real property that is subject to the BDUGAA, and the attached Pre-Annexation and Development Agreement is consistent with the terms of the BDUGAA; and

WHEREAS, the City Council held a public hearing on the proposed Pre-Annexation and Development Agreement on August 20, 2009; and

WHEREAS, the Council has reviewed the attached Pre-Annexation and Development Agreement and finds it is in the best interests of the City and its citizens to authorize the Mayor to execute the Agreement; now, therefore

BE IT RESOLVED that the City Council hereby authorizes the Mayor to execute a Pre-Annexation and Development Agreement between the City of Black Diamond and BD Village Partners, LP relating to the development of the South Annexation Area, in substantially the form attached hereto (the "Agreement"), upon receipt of an original of the Agreement signed by BD Village Partners, LP.

ADOPTED by the City Council at an open meeting on the 20th day of August, 2009.

Howard Botts, Mayor

Attest:

Brenda Martinez, City Clerk

After Recording Return To:

Jami Kuzaro-Balint
10220 NE Points Drive, Suite 120
Kirkland, WA 98033



PRE-ANNEXATION AND DEVELOPMENT AGREEMENT

BY

AND

BETWEEN

THE CITY OF BLACK DIAMOND

AND

BD VILLAGE PARTNERS, L.P.

RELATING TO THE DEVELOPMENT OF THE

SOUTH ANNEXATION AREA

Deleted: PLUM CREEK LAND
COMPANY¶
¶
AND¶

PRE-ANNEXATION AND DEVELOPMENT AGREEMENT BY AND BETWEEN
THE CITY OF BLACK DIAMOND, WASHINGTON,

AND

Deleted: PLUM CREEK LAND
COMPANY

BD VILLAGES PARTNERS, L.P.

RELATING TO THE DEVELOPMENT OF THE VILLAGES
SOUTH ANNEXATION AREA

1. DATE, PARTIES AND TERMS.

This Pre-Annexation and Development Agreement ("**Agreement**") is entered into this ____ day of _____, 2009, ("**Effective Date**"), by and between the CITY OF BLACK DIAMOND, a non charter code city in the State of Washington, operating under the provisions of chapter 35A RCW ("**Black Diamond**" or "**City**") and BD VILLAGE PARTNERS, L.P., a Washington Limited Partnership ("**Village Partners**"), Village Partners, and Black Diamond are collectively referred to herein as the "**Parties**." All capitalized terms in this Agreement shall have the meanings set forth herein, and if not defined herein such terms shall have the meaning given to them in that certain Black Diamond Urban Growth Area Agreement, dated December 31, 1996 (the "**BDUGAA**").

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Deleted: , and PLUM CREEK LAND
COMPANY, a Delaware corporation,
("Plum Creek")

Deleted: ,

Deleted: Plum Creek

2. GENERAL RECITALS.

2.1 Authority. RCW 36.70B.170 authorizes a city to enter into an agreement regarding the development of real property outside its boundaries as part of a proposed annexation with any person having an ownership interest or control of such real property. RCW 35A.14.330, after two public hearings at least 30 days apart, as required by RCW 35A.14.340, authorizes a city to establish the zoning that will become effective upon annexation of real property.

2.2 BDUGAA. The City ~~is a party~~ to the BDUGAA. Village Partners is a successor in interest to some of the real property that is subject to the BDUGAA. Land uses, zoning and development standards for the South Annexation Area shall be consistent with the terms of the BDUGAA.

Deleted: and Plum Creek

Deleted: are parties

2.3 South Annexation Area. Village Partners, pursuant to RCW 35A.14.120 has notified the City of its intent to commence annexation proceedings for the South Annexation

Area, the legal description to said property having been approved by the Parties and is attached hereto as Exhibit A and illustrated in Exhibit B, each incorporated herein by this reference (the “**South Annexation Area**”). The portions of the South Annexation Area that are owned by Village Partners are included in the Villages Master Planned Development application submitted to the City by Village Partners on May 11, 2009 (the “**Villages MPD Application**”), the legal descriptions for which are attached hereto as Exhibits C and illustrated in Exhibit D, each incorporated herein by reference (the “**Villages Property**”). The property that is within the South Annexation Area that is not subject to this Agreement and is not owned by any of the parties is legally described in Exhibit E and illustrated in Exhibit F, each incorporated herein by reference. (the “**Non-Villages Property**”).

Deleted: and Plum Creek

2.4 Material Consideration. The Parties acknowledge that they enter into this Agreement in consideration of the mutual promises contained in the BDUGAA and that this Agreement implements the terms and conditions of the BDUGAA.

3. **EFFECTIVE DATE AND TERM.**

The Agreement shall be in full force and effect from the Effective Date unless earlier terminated pursuant to the provisions of paragraph 16 below.

4. **PERMITTED LAND USES AND ZONING.**

4.1 By the adoption of City Ordinance ____ the Villages Property is to be zoned MPD upon annexation to the City and the City zoning map shall be amended to reflect this action. The Non-Villages Property will be zoned R-4, but it is unaffected by this Agreement.

4.2 The land uses allowed on the Villages Property shall be those allowed in the MPD zone in effect on the Effective Date, and shall remain in effect for 5 years, except as modified by the Villages MPD, if approved by the City. The Villages Property is and shall remain included in the Villages MPD Application. If the Villages MPD Application is approved then the zoning and applicable uses for the Villages Property shall be subject to the conditions of approval and the vesting period set forth in the Villages Master Planned Development conditions of approval and associated development agreement.

4.3 Any development on the Villages Property shall take into consideration the need to maintain the City’s fair share of affordable housing, taking into account the City’s existing housing stock. If affordable housing is required in order to maintain the appropriate level of

affordable housing stock, and the Villages Property is part of the approved Villages Master Planned Development, then the obligation may be met by providing the necessary affordable housing on any of the lands included within the approved Villages Master Planned Development, and not necessarily on the Villages Property itself.

5. DEVELOPMENT STANDARDS AND VESTING.

The Villages Property shall be developed in accordance with the development standards in effect on the Effective Date, and shall remain vested to those standards for 5 years. The Villages Property is and shall remain included in the Villages MPD Application. If the Villages MPD Application is approved, then the Villages Property shall be developed in accordance with the development standards that are applicable to the Villages MPD Application, and shall be vested to those development standards as set forth in the Villages Master Planned Development conditions of approval and the associated development agreement. The requirement regarding affordable housing set forth in paragraph 4 above shall be applicable.

6. DENSITY.

The portion of the Villages Property to be developed for residential uses shall have a minimum average residential density of four units per acre. The base residential density shall be two (2) dwelling units per acre and any and all additional residential density shall be achieved by acquiring Development Rights through the City's Transferable Development Right ("TDR") Program. The maximum allowed density shall be as determined by the applicable codes and conditions of development approval as set forth in paragraphs 4 and 5 above.

7. OPEN SPACE.

7.1 The BDUGAA Open Space requirements applicable to the South Annexation Area, as set forth in BDUGAA paragraph 5.4, and as further defined in section III (H) of the Black Diamond Area Open Space Protection Agreement dated the 6th day of June, 2005 (the ("BDAOSPA")) shall be met before the effective date of the City ordinance annexing the South Annexation Area. All documents necessary to effectuate the protection of the open space both in unincorporated King County and in the City, as required by the BDAOSPA and the BDUGAA, shall either have been duly executed and recorded, or shall be executed and placed into escrow, prior to the City adopting the ordinance to annex the South Annexation Area. The escrow instructions shall be approved by the City, shall be subject to the terms of this Agreement, and

shall require that the escrow agent record the documents upon the expiration of the appeal period of the City ordinance annexing the South Annexation Area, or upon the successful conclusion of any appeal whichever shall later occur. The escrow instructions shall be irrevocable, unless the revocation is approved in writing by the City and Village Partners.

7.2 The provisions of paragraph 7.1 notwithstanding, the City may require additional parks, playfields, and other recreational amenities as part of the MPD and/or subdivision process to the extent those requirements are consistent with the applicable City policies and regulations, as determined under the provisions of paragraphs 4 and 5 above.

8. WATER.

All potable water shall be provided by the City through the City's public water system. The Parties, and others, entered into an agreement dated the 11th day of August, 2003 entitled the Water Supply and Facilities Funding Agreement ("WSFFA"). Water service for the Villages Property shall be provided in accordance with the terms of the WSFFA. Village Partners, upon the Effective Date, shall be deemed to have irrevocably waived its right to terminate the WSFFA as authorized by WSFFA paragraph 28.4. Any water system improvements, other than those specified in the WSFFA that are necessary to provide water service to serve any portion of the Villages Property, shall be constructed by Village Partners, under the standards in effect at the time a complete preliminary plat application is submitted for the affected portion of the Villages Property, unless a separate vesting date is specified in an applicable MPD Permit.

9. ROADS.

9.1 Major Road Access. Village Partners commits to construct and provide major road access to the Villages Property so major road access service for the South Annexation Area can be provided at the time of project completions. The details, timing, and phasing for the construction of said major road access improvements shall be determined during the MPD Permit approval process and shall be incorporated into the MPD Permit and/or approval conditions.

9.2 BDUGAA paragraph 5.2(a)(6), and City Ordinance 05-803 required that the Pipeline Road, as that term is defined in the BDUGAA, would be constructed as part of the development of the West Annexation Area in order to provide a new east-west road connection for the City. The West Annexation Area and the Villages Property are both included in the

Villages MPD Application, and it is anticipated that the construction of the Pipeline Road will be a condition of approval for the Villages MPD Application, with the timing of construction being defined within the conditions of approval. The Villages MPD approval will thus provide the needed new east-west connection through the City so that the level of service on Roberts Drive will not be significantly adversely affected as a result of the development of the properties included within the Villages MPD Application, and the number of travel lanes on Roberts Drive will not be increased in order to handle the traffic resulting from the Villages MPD project. If the Villages MPD Application is not approved, or the Villages Property is developed independently of the West Annexation Area, then further analysis may be required to assure that the applicant provides concurrency of off site transportation improvements in order to mitigate the traffic generated in the South Annexation Area, without requiring the increase in the number of travel lanes on Roberts Drive, or degrading the level of service on Roberts Drive in order to mitigate those impacts.

9.3 Other Roads. Village Partners shall construct such other roads as are required to adequately serve the development on the Villages Property, as authorized in any MPD Permit approvals.

9.4 Road Design and Construction Standards. The road design and construction standards that will be applied shall be those determined during the MPD Permit approval process. Since road construction may be phased, as determined by the MPD Permit, different road design and construction standards may apply to subsequent road phases.

10. SANITARY SEWER SERVICE.

10.1 Public Sanitary Sewer Service. All sanitary sewer service shall be by the City's public sewer system. Village Partners shall be responsible for constructing such sanitary sewer improvements as are necessary to serve the Villages Property. If Village Partners constructs sanitary sewer service improvements that will benefit other properties, Village Partners shall be entitled to recapture a pro-rata portion of the costs as authorized by State law.

10.2 System Capacity. The City currently does not have sufficient capacity to serve all of the Villages Property and that the City is relying upon the Soos Creek Utility District and King County to provide needed sanitary sewer treatment capacity, and the main collection lines to wheel the sanitary sewage to the treatment facility. Village Partners acknowledges that if

service capacity is not available the City may have to restrict development on some or all of the Villages Property until the capacity becomes available. The City reserves the right to ration the current City capacity to assure that equal opportunity for access to available capacity is provided. may have to construct facilities necessary to create additional capacity.

10.3 Design Standards. The sanitary sewer design and construction standards that will be applied shall be those determined during the MPD Permit approval process.

11. FUNDING FOR REQUIRED WATER, SEWER AND ROAD IMPROVEMENTS.

Village Partners is responsible for funding improvements necessary to develop the Villages Property. Consistent with BDUGAA section 6.5 the Parties will seek federal, state, local government and public/private funding for the infrastructure planning, engineering and construction necessary to implement the BDUGAA. Village Partners consents to, and agrees not to protest, the formation of local improvement districts (“LIDs”) to finance said improvements to the extent the Villages Property is benefited. The City shall have the right, but not the obligation, to use LID’s as a funding mechanism.

12. PHASING.

Phasing of all development activities on the Villages Property, including constructing infrastructure, is anticipated. Phasing shall be allowed. Timing of said phasing, and the improvements to be constructed in each phase, shall be determined in the MPD Permit approval process.

13. PROCESSING FEES.

Unless specified otherwise in the Agreement, or in other written agreement between the Parties, the processing fees charged by the City for an application shall be those included in the City’s fee resolution that applies to all applicants within the City and that is in effect on the date a complete application is submitted.

14. NOTICE. Any demand, request or notice which any party hereto desires or may be required to be make or deliver to the other shall be in writing and shall be deemed given when personally delivered, or successfully transmitted by facsimile transmission, or when actually received after being deposited in the United States Mail in registered or certified form, return receipt requested, addressed as follows:

If to the City, to: Mayor or City Administrator
City of Black Diamond
P.O. Box 599
Black Diamond, WA 98010
Telephone: (360) 886-2560
Facsimile: (360) 886-2562

With copies to: Loren Combs
City Attorney
3600 Port of Tacoma Road, Suite 311
Tacoma, Washington 98424
Telephone: (253) 922-5464
Facsimile: (253) 922-5848

If to Village Partners, to: Brian Ross
Yarrow Bay Development LLC
10220 NE Points Drive, Suite 102
Kirkland, WA 98033
Telephone: (425) 898-2100
Facsimile: (425) 898-2139

And to: Ryan Kohlmann
Yarrow Bay Development LLC
P.O. Box 690
Black Diamond, WA 98010
Telephone: (206) 280-7937
Facsimile: (425) 202-3694

With copies to: Cairncross & Hempelmann, P.S.
524 Second Avenue
Seattle, WA 98104-2323
Attn: Nancy Rogers
Telephone: (206) 587-0700
Facsimile: (206) 587-2308

Deleted: If to Plum Creek:
Telephone:
Facsimile:

15. MISCELLANEOUS.

15.1 Threats to Public Health and Safety. Consistent with RCW 36.70B.170(4), the City may impose new or different regulations to the extent required by a serious threat to public health and safety.

15.2 Additional Development Agreements. The Parties anticipate that additional, more detailed, development agreements will be necessary during the development process and/or MPD application process to address, among other things, vesting to the City's development regulations and standards.

15.3 Amendment. This Agreement may be amended from time to time, in whole or in part, by mutual written consent of the Parties or their successors in interest.

15.4 Assignment. Village Partners shall have the right to assign or transfer all or any portion of its interests, rights or obligations under this Agreement.

15.5 Severability. If any term or provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement shall continue in full force and effect unless amended or modified by mutual consent of the Parties.

15.6 Other Necessary Acts. The Parties shall execute and deliver to each other all other further instruments and documents that are reasonably necessary to carry out and implement the Agreement.

15.7 Covenants Running with the Land. All of the provisions contained in this Agreement shall constitute covenants running with the land.

15.8 Remedies. The Parties may, in addition to any other rights or remedies, institute an equitable action to cure, correct, or remedy any default; enforce any covenant or agreement herein; enjoin any threatened or attempted violation thereof; enforce by specific performance the obligations and rights of the parties hereto; or obtain any remedies consistent with the foregoing and the purposes of this Agreement.

15.9 Washington Law. This Agreement shall be construed and enforced in accordance with the laws of the state of Washington.

15.10 Attorneys' Fees. In the event of any litigation or arbitration between the Parties regarding an alleged breach of this Agreement, the substantially prevailing party shall be entitled to any award of attorneys' fees.

15.11 Counterparts. This Agreement is executed in three (3) duplicate counterparts, each of which is deemed to be an original.

16. Agreement Termination. This Agreement may only be terminated if, through no fault of Village Partners, the South Annexation Area is not annexed into the City by June 30, 2010.

Deleted: or Plum Creek

Provided, if an appeal of the annexation is pending, then the Agreement shall remain in full force and effect until the appeal has been concluded. If the results of the appeal is that the South Annexation Area can be annexed consistent with the terms of this Agreement, then the Agreement shall remain in full force and effect. If the results of the appeal is otherwise, then the Agreement may be terminated. If any condition precedent to the termination of the Agreement occurs, than Village Partners may terminate the Agreement upon providing the Parties with 10 days notice. The termination shall be effective at the end of the 10 day period.

CITY OF BLACK DIAMOND

By: Howard Botts
Its: Mayor

Attest:

Brenda Martinez, City Clerk

Approved As To Form:

Loren Combs, City Attorney

VILLAGE PARTNER, L.P., a Washington limited partnership
By: Yarrow Bay Development LLC, General Partner

By: Brian Ross
Its: CEO

Deleted: PLUM CREEK LAND
COMPANY

By:
Its:

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this ____ day of _____, 2009, Brian Ross did personally appear before me, the undersigned Notary Public in and for the State of Washington, and acknowledged to me that he is the CEO of Yarrow Bay Development LLC, a Washington Limited Liability Company (the "Company") and that on behalf of said Company, further acknowledged that he has authority to act on behalf of said Company to execute the foregoing instrument and acknowledged it as the voluntary act and deed of said Company.

GIVEN under my hand and official seal this ____ day of _____, 2009.

NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this ____ day of _____, 2009, _____ did personally appear before me, the undersigned Notary Public in and for the State of Washington, and acknowledged to me that he is the _____ of Plum Creek Land Company, a Delaware corporation, (the "Company") and that on behalf of said Company, further acknowledged that he has authority to act on behalf of said Company to execute the foregoing instrument and acknowledged it as the voluntary act and deed of said Company.

GIVEN under my hand and official seal this ____ day of _____, 2009.

NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires _____

EXHIBIT A

EXHIBIT B

EXHIBIT A
URBAN GROWTH AREA ANNEXATION LEGAL DESCRIPTION

TRIAD JOB # 05-336
OCTOBER 24, 2008

THAT PORTION OF SECTION 23, TOWNSHIP 21 NORTH, RANGE 6 EAST, W.M. IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 23,

THENCE EASTERLY ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 23, TO THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER;

THENCE SOUTHERLY, ALONG THE EAST LINE OF SAID NORTHWEST QUARTER TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 23;

THENCE EASTERLY, ALONG THE NORTH LINE OF SAID SOUTH HALF, TO THE EASTERLY MARGIN OF STATE ROUTE 169;

THENCE SOUTHEASTERLY, ALONG SAID EASTERLY MARGIN, TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23;

THENCE WESTERLY, ALONG SAID SOUTH LINE, TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 23;

THENCE WESTERLY, ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 23;

THENCE SOUTHERLY, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SOUTHWEST QUARTER, TO THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER;

THENCE WESTERLY, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 23, TO THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER;

THENCE NORTHERLY, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 23, TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 23;

THENCE NORTHERLY, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, TO THE NORTHWEST CORNER OF SAID SECTION 23, THE POINT OF BEGINNING.

WRITTEN: ARJ
CHECKED: CHS

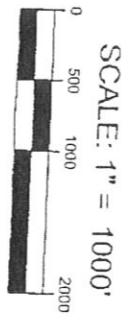


10/24/08



S:\PROJECTS\05336\CORRESPONDENCE\TRIAD LEGALS\053362008-10-24 UGA Annex.doc
12112 115th Avenue NE Kirkland, Washington 98034-9623
425.821.3448 - 800.488.0756 - Fax 425.821.3481
www.triadassoc.com

Land Development Consultants



NOTE: COMPLETE ASSESSOR
PARCEL NUMBERS INCLUDE
THE PREFIX "232106"
(EG: 2321069057)



URBAN GROWTH
AREA ANNEXATION
EXHIBIT B

CITY OF BLACK DIAMOND.

WASHINGTON

12112 115th Ave. NE
Kirkland, WA 98034-6929
425.821.8448
www.lindsayco.com

TRIAD
ASSOCIATES

MANAGER:	AL FURE, PE
DESIGNED:	
CADD:	ARJ
CHECKED:	CHS
DATE:	10-24-08
SCALE:	H0017: 1"=1000'
VERT:	

JOB NUMBER

05-336

1 of 1

CITY COUNCIL AGENDA BILL

City of Black Diamond
Post Office Box 599
Black Diamond, WA 98010

ITEM INFORMATION			
SUBJECT: Resolution No. 09-627, finalizing Pre-Annexation and Development Agreement for the proposed East Annexation	Agenda Date: August 20, 2009		AB09-102
	Department/Committee/Individual	Created	Reviewed
	Mayor Howard Botts		
	City Administrator –Gwen Voelpel		
	City Attorney – Loren D. Combs		
	City Clerk – Brenda L. Martinez		
	Finance – May Miller		
	Public Works – Seth Boettcher		
	Economic Devel. – Andy Williamson		
	Police – Chief Kiblinger		
Cost Impact: N/A	Community Dev. – Steve Munson	X	
Fund Source: N/A	Natural Resources – Aaron Nix		
Timeline: N/A			
Attachments: Resolution No. 09-627, Draft Pre-Annexation and Development Agreement, Legal Description, Site Map			
SUMMARY STATEMENT: BD Lawson Partners, LP (East) has submitted to the Community Development Department a draft Pre-Annexation and Development Agreement for this proposed Annexation. This Agreement details the specific land use designations and zoning to be applied to the properties and the specifics of other features including, but not limited to, roads and utilities. In preparation for future City Council consideration of this document, City of Black Diamond Resolution No. 09-591 (Lawson Hills Master Planned Development Pre-Application Agreement) requires in Sec. 3.2”....The parties agree that before the City authorizes the circulation of the petition to annex the East Annexation Area, the parties shall negotiate a pre-annexation agreement that will provide for the implementation of the remaining BDUGAA conditions relative to annexation of the East Annexation Area so that the pre-annexation agreement can be integrated into the annexation process at the time the circulation of the petition to annex is authorized.” (The parties are the City of Black Diamond and BD Lawson Partners, LP). Pursuant to the above, city staff and the city attorney have been negotiating with BD Lawson Partners, LP staff and their legal counsel since early June the details of this required agreement. The parties have reached a consensus on the language contents and the agreement is presented for Council’s review and consideration.			
COMMITTEE REVIEW AND RECOMMENDATION: N/A			
RECOMMENDED ACTION: MOTION to adopt Resolution No. 09-627 finalizing the agreement pursuant to the requirements of Resolution 09-591.			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	
August 20, 2009			

RESOLUTION NO. 09-627

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON,
AUTHORIZING THE MAYOR TO EXECUTE A PRE-
ANNEXATION AND DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF BLACK DIAMOND, PALMER
COKING COAL COMPANY, LLP, AND BD LAWSON
PARTNERS, LP RELATING TO THE DEVELOPMENT OF
THE LAWSON HILLS EAST ANNEXATION AREA

BD Lawson Partners, LP, pursuant to RCW 35A.14.120 has notified the City of its intent to commence annexation proceedings for the area known as the East Annexation Area, the legal description of which is set forth in Exhibit A to the attached Pre-Annexation and Development Agreement; and

WHEREAS, RCW 36.70B.170 authorizes a city to enter into an agreement regarding the development of real property outside its boundaries as part of a proposed annexation with any person having an ownership interest or control of such real property; and

WHEREAS, the City, Palmer Coking Coal Company, LLP and BD Lawson Partners, LP, have negotiated a Pre-Annexation and Development Agreement, substantially in the form attached hereto as Exhibit A; and

WHEREAS, the City, Palmer Coking Coal Company and others were parties to the Black Diamond Urban Growth Area Agreement dated December 31, 1996 ("BDUGAA"); and

WHEREAS, BD Lawson Partners, LP is a successor in interest to some of the real property that is subject to the BDUGAA, and the attached Pre-Annexation and Development Agreement is consistent with the terms of the BDUGAA; and

WHEREAS, the City Council held a public hearing on the proposed Pre-Annexation and Development Agreement on August 20, 2009; and

WHEREAS, the Council has reviewed the attached Pre-Annexation and Development Agreement and finds it is in the best interests of the City and its citizens to authorize the Mayor to execute the Agreement; now, therefore

BE IT RESOLVED that the City Council hereby authorizes the Mayor to execute a Pre-Annexation and Development Agreement between the City of Black Diamond, Palmer Coking Coal, LLP and BD Lawson Partners, LP relating to the development of the Lawson Hills East Annexation Area, in substantially the form attached hereto (the "Agreement"),

upon receipt of an original of the Agreement signed by Palmer Coking Coal Company, LLP and BD Lawson Partners, LP.

ADOPTED by the City Council at an open meeting on the 20th day of August, 2009.

Howard Botts, Mayor

Attest:

Brenda Martinez, City Clerk



After Recording Return To:

Jami Kuzaro-Balint
10220 NE Points Drive, Suite 120
Kirkland, WA 98033

PRE-ANNEXATION AND DEVELOPMENT AGREEMENT

BY

AND

BETWEEN

THE CITY OF BLACK DIAMOND

AND

PALMER COKING COAL COMPANY, LLP

AND

BD LAWSON PARTNERS, L.P.

RELATING TO THE DEVELOPMENT OF THE LAWSON HILLS

EAST ANNEXATION AREA

**PRE-ANNEXATION AND DEVELOPMENT AGREEMENT BY AND BETWEEN
THE CITY OF BLACK DIAMOND, WASHINGTON,
BD LAWSON PARTNERS, L.P., AND PALMER COKING COAL COMPANY,
RELATING TO THE DEVELOPMENT OF THE LAWSON HILLS
EAST ANNEXATION AREA**

1. DATE, PARTIES AND TERMS.

This Pre-Annexation and Development Agreement (“**Agreement**”) is entered into this ____ day of _____, 2009, (“**Effective Date**”), by and between the CITY OF BLACK DIAMOND, a non charter code city in the State of Washington, operating under the provisions of chapter 35A RCW (“**Black Diamond**” or “**City**”), BD LAWSON PARTNERS, L.P., a Washington Limited Partnership (“**Lawson**”), and Palmer Coking Coal Company, LLP (“**Palmer**”). Lawson, Palmer and Black Diamond are collectively referred to herein as the “**Parties**.” All capitalized terms in this Agreement shall have the meanings set forth herein, and if not defined herein such terms shall have the meaning given to them in that certain Black Diamond Urban Growth Area Agreement, dated December 31, 1996 (the “**BDUGAA**”).

2. GENERAL RECITALS.

2.1 Authority. RCW 36.70B.170 authorizes a city to enter into an agreement regarding the development of real property outside its boundaries as part of a proposed annexation with any person having an ownership interest or control of such real property. RCW 35A.14.330, after two public hearings at least 30 days apart, as required by RCW 35A.14.340, authorizes a city to establish the zoning that will become effective upon annexation of real property.

2.2 BDUGAA. The City and Palmer Coking Coal Company are parties to the BDUGAA. Lawson is a successor in interest to some of the real property that is subject to the BDUGAA. Land uses, zoning and development standards for the East Annexation Area shall be consistent with the terms of the BDUGAA.

2.3 Lawson Hills Property. Lawson, pursuant to RCW 35A.14.120 has notified the City of its intent to commence annexation proceedings for the East Annexation Area, the legal description to said property having been approved by the Parties and is attached hereto as

EXHIBIT A and illustrated in EXHIBIT B, each incorporated herein by this reference (the “**Lawson Hills Property**”). The Lawson Hills Property is included in the Lawson Hills Master Planned Development application submitted to the City by Lawson on May 11, 2009 (the “**Lawson Hills MPD Application**”).

2.4 Material Consideration. The Parties acknowledge that they enter into this Agreement in consideration of the mutual promises contained in the BDUGAA and that this Agreement implements the terms and conditions of the BDUGAA.

3. EFFECTIVE DATE AND TERM.

The Agreement shall be in full force and effect from the Effective Date until August ___, 2014 unless earlier terminated pursuant to the provisions of paragraph ___ below.

4. PERMITTED LAND USES AND ZONING.

4.1 By the adoption of City Ordinance ___ the Lawson Hills Property is to be zoned R-4 upon annexation to the City and the City zoning map shall be amended to reflect this action.

4.2 The land uses allowed on the Lawson Hills Property shall be those allowed in the R-4 zone in effect on the Effective Date, and shall remain in effect for 5 years, except as modified by the Lawson Hills MPD, if approved by the City. The Lawson Hills Property is and shall remain included in the Lawson Hills MPD Application. If the Lawson Hills MPD Application is approved then the zoning and applicable uses for the Lawson Hills Property shall be subject to the conditions of approval and the vesting period set forth in the Lawson Hills Master Planned Development conditions of approval and associated development agreement.

4.3 Any development on the Lawson Hills Property shall take into consideration the need to maintain the City’s fair share of affordable housing, taking into account the City’s existing housing stock. If affordable housing is required in order to maintain the appropriate level of affordable housing stock, and the Lawson Hills Property is part of the approved Lawson Hills Master Planned Development, then the obligation may be met by providing the necessary affordable housing on any of the lands included within the approved Lawson Hills Master Planned Development, and not necessarily on the Lawson Hills Property itself.

5. DEVELOPMENT STANDARDS AND VESTING.

The Lawson Hills Property shall be developed in accordance with the development standards in effect on the Effective Date, and shall remain vested to those standards for 5 years.

The Lawson Hills Property is and shall remain included in the Lawson Hills MPD Application. If the Lawson Hills MPD Application is approved, then the Lawson Hills Property shall be developed in accordance with the development standards that are applicable to the Lawson Hills MPD Application, and shall be vested to those development standards as set forth in the Lawson Hills Master Planned Development conditions of approval and the associated development agreement. The requirement regarding affordable housing set forth in paragraph 4 above shall be applicable.

6. DENSITY.

The portion of the Lawson Hills Property to be developed for residential uses shall have a minimum average residential density of four units per acre. The base residential density shall be two (2) dwelling units per acre and any and all additional residential density shall be achieved by acquiring Development Rights through the City's Transferable Development Right ("**TDR**") Program. The maximum allowed density shall be as determined by the applicable codes and conditions of development approval as set forth in paragraphs 4 and 5 above.

7. OPEN SPACE.

7.1 The BDUGAA Open Space requirements applicable to the Lawson Hills Property have been met as of the Effective Date.

7.2 The provisions of paragraph 7.1 notwithstanding, the City may require additional parks, playfields, and other recreational amenities as part of the MPD and/or subdivision process to the extent those requirements are consistent with the applicable City policies and regulations, as determined under the provisions of paragraphs 4 and 5 above.

8. WATER.

All potable water shall be provided by the City through the City's public water system. The Parties, and others, entered into an agreement dated the 11th day of August, 2003 entitled the Water Supply and Facilities Funding Agreement ("**WSFFA**"). Water service for the Lawson Hills Property shall be provided in accordance with the terms of the WSFFA. Lawson, upon the Effective Date, shall be deemed to have irrevocably waived its right to terminate the WSFFA as authorized by WSFFA paragraph 28.4. Any water system improvements, other than those specified in the WSFFA that are necessary to provide water service to serve any portion of the Lawson Hills Property, shall be constructed by Lawson, under the standards in effect at the time

a complete preliminary plat application is submitted for the affected portion of the Lawson Hills Property, unless a separate vesting date is specified in an applicable MPD Permit.

9. ROADS.

9.1 Major Road Access. Lawson commits to construct and provide major road access to the Lawson Hills Property so major road access service for the East Annexation Area can be provided at the time of project completions. The details, timing, and phasing for the construction of said major road access improvements shall be determined during the MPD Permit approval process and shall be incorporated into the MPD Permit and/or approval conditions.

9.2 Other Roads. Lawson shall construct such other roads as are required to adequately serve the development on the Lawson Hills Property, as authorized in any MPD Permit approvals.

9.3 Road Design and Construction Standards. The road design and construction standards that will be applied shall be those determined during the MPD Permit approval process. Since road construction may be phased, as determined by the MPD Permit, different road design and construction standards may apply to subsequent road phases.

10. SANITARY SEWER SERVICE.

10.1 Public Sanitary Sewer Service. All sanitary sewer service shall be by the City's public sewer system. Lawson shall be responsible for constructing such sanitary sewer improvements as are necessary to serve the Lawson Hills Property. If Lawson constructs sanitary sewer service improvements that will benefit other properties, Lawson shall be entitled to recapture a pro-rata portion of the costs as authorized by State law.

10.2 System Capacity. The City currently does not have sufficient capacity to serve all of the Lawson Hills Property and that the City is relying upon the Soos Creek Utility District and King County to provide needed sanitary sewer treatment capacity, and the main collection lines to wheel the sanitary sewage to the treatment facility. Lawson acknowledges that if service capacity is not available the City may have to restrict development on some or all of the Lawson Hills Property until the capacity becomes available. The City reserves the right to ration the current City capacity to assure that equal opportunity for access to available capacity is provided. Lawson may have to construct facilities necessary to create additional capacity.

10.3 Design Standards. The sanitary sewer design and construction standards that will be applied shall be those determined during the MPD Permit approval process.

11. FUNDING FOR REQUIRED WATER, SEWER AND ROAD IMPROVEMENTS.

Lawson is responsible for funding improvements necessary to develop the Lawson Hills Property. Consistent with BDUGAA section 6.5 the Parties will seek federal, state, local government and public/private funding for the infrastructure planning, engineering and construction necessary to implement the BDUGAA. Lawson consents to, and agrees not to protest, the formation of local improvement districts (“**LIDs**”) to finance said improvements to the extent the Lawson Hills Property is benefited. The City shall have the right, but not the obligation, to use LID’s as a funding mechanism.

12. PHASING.

Phasing of all development activities on the Lawson Hills Property, including constructing infrastructure, is anticipated. Phasing shall be allowed. Timing of said phasing, and the improvements to be constructed in each phase, shall be determined in the MPD Permit approval process.

13. PROCESSING FEES.

Unless specified otherwise in the Agreement, or in other written agreement between the Parties, the processing fees charged by the City for an application shall be those included in the City’s fee resolution that applies to all applicants within the City and that is in effect on the date a complete application is submitted.

14. NOTICE. Any demand, request or notice which any party hereto desires or may be required to be make or deliver to the other shall be in writing and shall be deemed given when personally delivered, or successfully transmitted by facsimile transmission, or when actually received after being deposited in the United States Mail in registered or certified form, return receipt requested, addressed as follows:

If to the City, to:

Mayor or City Administrator
City of Black Diamond
P.O. Box 599
Black Diamond, WA 98010
Telephone: (360) 886-2560
Facsimile: (360) 886-2562

With copies to: Loren Combs
City Attorney
3600 Port of Tacoma Road, Suite 311
Tacoma, Washington 98424
Telephone: (253) 922-5464
Facsimile: (253) 922-5848

If to Lawson, to: Brian Ross
Yarrow Bay Development LLC
10220 NE Points Drive, Suite 102
Kirkland, WA 98033
Telephone: (425) 898-2100
Facsimile: (425) 898-2139

And to: Ryan Kohlmann
Yarrow Bay Development LLC
P.O. Box 690
Black Diamond, WA 98010
Telephone: (206) 280-7937
Facsimile: (425) 202-3694

With copies to: Cairncross & Hempelmann, P.S.
524 Second Avenue
Seattle, WA 98104-2323
Attn: Nancy Rogers
Telephone: (206) 587-0700
Facsimile: (206) 587-2308

If to Palmer: Palmer Coking Coal Company, LLP
P.O. Box 10 / 31407 Highway 169
Black Diamond, WA 98010
Telephone: (425) 432-4700
Facsimile: (425) 432-3883

15. MISCELLANEOUS.

15.1 Threats to Public Health and Safety. Consistent with RCW 36.70B.170(4), the City may impose new or different regulations to the extent required by a serious threat to public health and safety.

15.2 Additional Development Agreements. The Parties anticipate that additional, more detailed, development agreements will be necessary during the development process and/or MPD

application process to address, among other things, vesting to the City's development regulations and standards.

15.3 Amendment. This Agreement may be amended from time to time, in whole or in part, by mutual written consent of the Parties or their successors in interest.

15.4 Assignment. Lawson shall have the right to assign or transfer all or any portion of its interests, rights or obligations under this Agreement.

15.5 Severability. If any term or provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement shall continue in full force and effect unless amended or modified by mutual consent of the Parties.

15.6 Other Necessary Acts. The Parties shall execute and deliver to each other all other further instruments and documents that are reasonably necessary to carry out and implement the Agreement.

15.7 Covenants Running with the Land. All of the provisions contained in this Agreement shall constitute covenants running with the land.

15.8 Remedies. The Parties may, in addition to any other rights or remedies, institute an equitable action to cure, correct, or remedy any default; enforce any covenant or agreement herein; enjoin any threatened or attempted violation thereof; enforce by specific performance the obligations and rights of the parties hereto; or obtain any remedies consistent with the foregoing and the purposes of this Agreement.

15.9 Washington Law. This Agreement shall be construed and enforced in accordance with the laws of the state of Washington.

15.10 Attorneys' Fees. In the event of any litigation or arbitration between the Parties regarding an alleged breach of this Agreement, the substantially prevailing party shall be entitled to any award of attorneys' fees.

15.11 Counterparts. This Agreement is executed in three (3) duplicate counterparts, each of which is deemed to be an original.

CITY OF BLACK DIAMOND

By: Howard Botts
Its: Mayor

Attest:

Brenda Martinez, City Clerk

Approved As To Form:

Loren Combs, City of Black Diamond Attorney

BD LAWSON, L.P., a Washington limited partnership
By: Yarrow Bay Development LLC, General Partner

By: Brian Ross
Its: CEO

PALMER COKING COAL COMPANY, LLP

By: William Kombol, Manager

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this ____ day of _____, 2009, Brian Ross did personally appear before me, the undersigned Notary Public in and for the State of Washington, and acknowledged to me that he is the CEO of Yarrow Bay Development LLC, a Washington Limited Liability Company (the "Company") and that on behalf of said Company, further acknowledged that he has authority to act on behalf of said Company to execute the foregoing instrument and acknowledged it as the voluntary act and deed of said Company.

GIVEN under my hand and official seal this _____ day of _____, 2009.

NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires _____

STATE OF WASHINGTON)
COUNTY OF KING) ss.

On this ____ day of _____, 2009, William Kombol did personally appear before me, the undersigned Notary Public in and for the State of Washington, and acknowledged to me that he is the Managing Member of Palmer Coking Coal Company LLP, (the “Company”) and that on behalf of said Company, further acknowledged that he has authority to act on behalf of said Company to execute the foregoing instrument and acknowledged it as the voluntary act and deed of said Company.

GIVEN under my hand and official seal this _____ day of _____, 2009.

NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires _____

EXHIBIT A

EXHIBIT B

EXHIBIT A

LAWSON HILLS
EAST ANNEXATION AREA LEGAL DESCRIPTION:

TRIAD JOB # 04-058
NOVEMBER 7, 2008

THAT PORTION OF THE EAST HALF OF SECTION 13, TOWNSHIP 21 NORTH, RANGE 6 EAST,
W.M., IN KING COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION;

TOGETHER WITH THAT PORTION OF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER
OF THE NORTHEAST QUARTER OF SAID SECTION DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHWEST CORNER OF SAID SOUTH HALF, THENCE NORTH 00°17'23"
EAST, ALONG THE WEST LINE OF SAID SOUTH HALF, 493.15 FEET;
THENCE SOUTH 35°28'21" EAST 617.91 FEET TO THE SOUTH LINE OF SAID SOUTH HALF,
THENCE NORTH 88°24'03" WEST, ALONG THE SOUTH LINE OF SAID SOUTH HALF, 361.22
FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST
QUARTER OF SAID SECTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER,
THENCE NORTH 01°06'43" EAST, ALONG THE WEST LINE OF SAID NORTHEAST QUARTER,
1324.33 FEET TO THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER;
THENCE SOUTH 88°24'03" EAST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER,
69.04 FEET;
THENCE SOUTH 55°11'17" EAST 488.42 FEET;
THENCE SOUTH 01°50'22" WEST 240.07 FEET;
THENCE SOUTH 31°16'37" WEST 939.98 FEET TO THE POINT OF BEGINNING.

TOTAL AREA = 50.00 ACRES

WRITTEN: ARJ
CHECKED: CHS

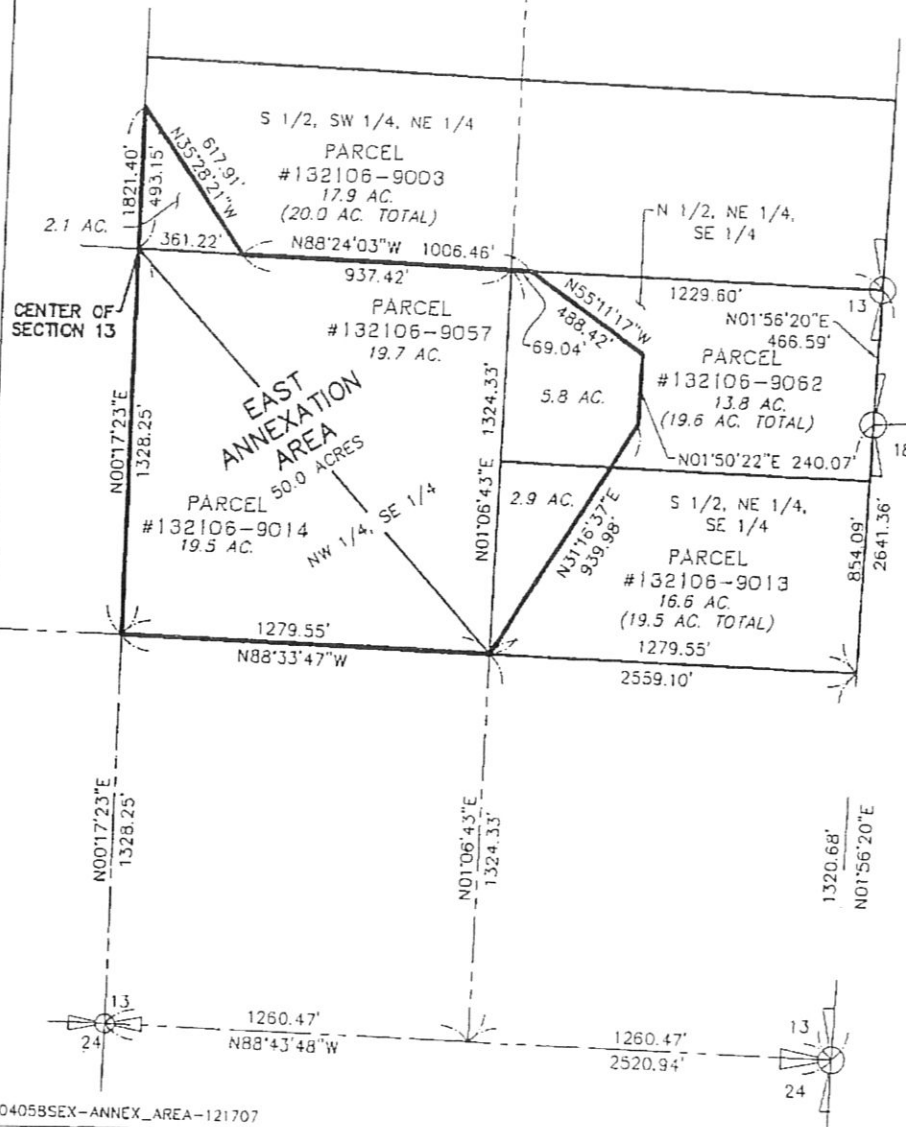
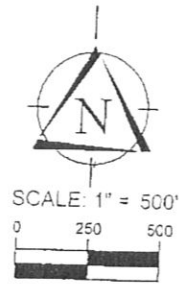


S:\PROJECTS\04058\CORRESPONDENCE\PURCHASE LEGALS\04058 2008-11-07 EAST
ANNEXATION AREA.doc

12112 115th Avenue NE Kirkland, Washington 98034-9623
425.821.8448 • 800.458.0756 • Fax 425.821.3481
www.triadassoc.com

Land Development Consultants

SEC. 13, TWP. 21N, RNG 6E, W.M.



04058SEX-ANNEX_AREA-121707

EAST ANNEXATION AREA EXHIBIT B		 12112 115th Ave NE Kirkland, WA 98034-6923 425.821.8448 www.triadassoc.com
LAWSON HILLS		
CITY OF BLACK DIAMOND, WASHINGTON		

MANAGER: DESIGNED: CAD: CHECKED: DATE: SCALE: VERT.: N/A	R/V: CHS: 12/19/07 1"=500' N/A
JOB NUMBER: 04-058	SHEET NUMBER: 1 OF 1

CITY COUNCIL AGENDA BILL

City of Black Diamond
Post Office Box 599
Black Diamond, WA 98010

ITEM INFORMATION			
SUBJECT: Resolution No. 09-628, accepting first petition of proposals to annex portions of the City's Urban Growth Areas designated as the "South Annexation Area".	Agenda Date: August 20, 2009		AB09-103
	Department/Committee/Individual	Created	Reviewed
	Mayor Howard Botts		
	City Administrator –Gwen Voelpel		
	Asst. City Attorney – Tom Guilfoil		
	City Clerk – Brenda L. Martinez		
	Finance – May Miller		
	Public Works – Seth Boettcher		
	Economic Devel. – Andy Williamson		
	Police –		
Timeline: N/A	Court – Kaaren Woods		
	Comm. Development—Steve Munson	X	
Attachments: Resolution No. 09-628, Notice of Intent letter, Staff Memo, Legal Descriptions, Site Maps			
SUMMARY STATEMENT: <p>Black Diamond Village Partners has submitted to the Community Development Department a Notice of Intent letter seeking the annexation of 250.18 acres (South Annexation Area) generally adjacent to the south-central boundary of the City. By RCW 35A.14.120 property owners may use the "Direct Petition Method" to seek annexation of lands to a city. Once submitted to the city the local legislative body (City Council) must meet with the property owners within sixty days to determine:</p> <ol style="list-style-type: none"> 1) Whether the City will accept, reject, or geographically modify the proposed annexation; 2) Whether it shall require the simultaneous adoption of proposed zoning regulations; and 3) Whether it shall require the assumption of any portion of existing City indebtedness by the area to be annexed. <p>Approval of the petition being submitted does not bind the Council into ultimately approving annexation. If the Council approves the proposed annexation at this Council meeting, the annexation process then requires the proponents to submit a second petition signed by persons representing at least 60% of the value of the land in the annexation area. At that point, the City must hold another public hearing and the Council may vote to accept or reject the second petition.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: N/A			
RECOMMENDED ACTION: MOTION to adopt Resolution No. 09-628, accepting a Notice of Intent to annex the South Annexation Area and authorizing the circulation of a petition for annexation.			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	
August 20, 2009			

RESOLUTION NO. 09-628

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON,
ACCEPTING A NOTICE OF INTENT TO ANNEX THE
SOUTH ANNEXATION AREA AND AUTHORIZING THE
CIRCULATION OF A PETITION FOR ANNEXATION

WHEREAS, the City has received a notice of intent to annex an area known as the South Annexation Area pursuant to RCW 35A.14.120 ("Notice of Intent"), which area is legally described in Exhibit A and illustrated in Exhibit B attached hereto; and

WHEREAS, the Notice of Intent was signed by the owners of not less than ten percent in value, according to the assessed valuation for general taxation, of the South Annexation Area; and

WHEREAS, the South Annexation Area is contiguous to the City limits and is within the City's urban growth area; and

WHEREAS, on August 20, 2009 the Council held a meeting with the initiating parties, at an open public meeting to determine whether the City would accept, reject, or geographically modify the proposed annexation, whether it would require the simultaneous adoption of proposed zoning regulations, and whether it shall require the assumption of all or of any portion of the existing city indebtedness by the area to be annexed; and

WHEREAS, the Council has reviewed the Notice of Intent and finds it is in the best interests of the City and its citizens to authorize the circulation of a petition for annexation; now, therefore

THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND HEREBY
RESOLVES AS FOLLOWS:

1. The City Council hereby accepts the Notice of Intent to commence annexation proceedings for the South Annexation Area, which area is legally described in Exhibit A and illustrated in Exhibit B, and authorizes the circulation of an annexation petition for the South Annexation Area pursuant to RCW 35A.14.120.

2. City shall require the adoption of zoning regulations for the South Annexation Area to be effective upon annexation.

3. Upon annexation, all property within the South Annexation Area shall be assessed and taxed at the same rate and on the same bases as other property within the City of Black Diamond.

ADOPTED by the City Council at an open meeting on the 20th day of August, 2009.

Howard Botts, Mayor

Attest:

Brenda Martinez, City Clerk



NOTICE OF INTENTION TO COMMENCE ANNEXATION PROCEEDINGS

TO: The City Council of the City of Black Diamond
P.O. Box 599
Black Diamond, WA 98010


The undersigned, who are the owners of not less than ten percent (10 %) in value, according to the assessed valuation for general taxation of the property for which annexation is sought, hereby advise the City Council of the City of Black Diamond that it is the desire of the undersigned owners of the following area to commence annexation proceedings:

The property herein referred to is described on "Exhibit A" – legal description attached hereto and is depicted on "Exhibit B" – vicinity map further attached hereto.

It is requested that the City Council of Black Diamond set a date not later than sixty (60) days after the filing of this request for a meeting with the undersigned to determine:

- (1) Whether the City Council will accept the proposed annexation;
- (2) Whether the City Council will require the adoption of zoning for the proposed area in substantial compliance with the City's Comprehensive Plan;
- (3) Whether the City Council will require the assumption of existing city indebtedness by the area to be annexed.

This page is one of a group of pages containing identical text material and is intended by the signers of this Notice of Intention to be presented and considered as one Notice of Intention and may be filed with other pages containing additional signatures which cumulatively may be considered as a single Notice of Intention.

OWNER'S SIGNATURE	PRINTED NAME	ADDRESS & TAX PARCEL #	DATE SIGNED
	BRIAN R. S. BD VILLAGE PARTNERS LP	825 FIFTH AVENUE #202 KIRKLAND, WA 98033 AS PER ATTACHED 'EXHIBIT C'	4.3.07

WARNING

Every person who signs this petition with any other than his/her true name, or sign a petition when he/she is otherwise not qualified to sign, or who makes herein any false statement, may be guilty of a misdemeanor.

South Annexation 10% petition, Page 1

P:\PROJECTS\05336\Annexation\10% annexation final\05336 Black Diamond 03-0808 10% Notice Final.doc



SOUTH ANNEXATION PETITION
"EXHIBIT C"

CITY OF BLACK DIAMOND ANNEXATION PETITION

Please Print Your Name* (or the name of the Business if you are signing for a Corporation) and sign your name below	Today's Date	Phone Number	Address and Tax Parcel #	Assessed Valuation (KC Assessor 9/22/2008)
SEE PAGE 1			PTN SE ¼ OF NE ¼ OF S23 T21 R06	523,000
			2321069003	
SEE PAGE 1			PTN SE ¼ OF NE ¼ OF S23 T21 R06	448,000
			2321069046	
SEE PAGE 1			PTN SE ¼ OF NE ¼ OF S23 T21 R06	448,000
			2321069047	
SEE PAGE 1			PTN SE ¼ OF NE ¼ OF S23 T21 R06	462,000
			2321069048	
SEE PAGE 1			PTN SE ¼ OF NE ¼ OF S23 T21 R06	448,000
			2321069049	
SEE PAGE 1			PTN SE ¼ OF NE ¼ OF S23 T21 R06	448,000
			2321069050	

WARNING

Every person who signs this petition with any other than his/her true name, or sign a petition when he/she is otherwise not qualified to sign, or who makes herein any false statement, may be guilty of a misdemeanor.

*NOTES TO SIGNORS:

IF YOU OWN MORE THAN ONE TAX PARCEL within the annexation area, your signature on this petition will constitute your commitment for all property owned by you within the South Annexation area.

IF YOU ARE SIGNING FOR A PROPERTY OWNED BY A CORPORATION: State law requires that corporations attach a certified copy or excerpt from your corporation's by-laws (or other appropriate document) that shows you have the authority to sign this petition on behalf of the corporation. Typically, anyone authorized to execute deeds or encumbrances is similarly authorized to execute an annexation petition under this law. We apologize for this additional inconvenience and appreciate your support.



SOUTH ANNEXATION PETITION
"EXHIBIT C"

CITY OF BLACK DIAMOND ANNEXATION PETITION

Please Print Your Name* (or the name of the Business if you are signing for a Corporation) and sign your name below	Today's Date	Phone Number	Address and Tax Parcel #	Assessed Valuation (KC Assessor 9/22/2008)
SEE PAGE 1			PTN SE ¼ OF NE ¼ OF S23 T21 R06	448,000
			2321069051	
SEE PAGE 1			PTN SE ¼ OF NE ¼ OF S23 T21 R06	448,000
			2321069052	
SEE PAGE 1			PTN SE ¼ OF NE ¼ OF S23 T21 R06	462,000
			2321069053	
SEE PAGE 1			PTN SE ¼ OF NE ¼ OF S23 T21 R06	448,000
			2321069054 (PORTION WITHIN URBAN GROWTH AREA)	
SEE PAGE 1			PTN SE ¼ OF NE ¼ OF S23 T21 R06	448,000
			2321069057	
SEE PAGE 1			PTN SE ¼ OF NE ¼ OF S23 T21 R06	448,000
			2321069058	

WARNING

Every person who signs this petition with any other than his/her true name, or sign a petition when he/she is otherwise not qualified to sign, or who makes herein any false statement, may be guilty of a misdemeanor.

*NOTES TO SIGNORS:

IF YOU OWN MORE THAN ONE TAX PARCEL within the annexation area, your signature on this petition will constitute your commitment for all property owned by you within the South Annexation area.

IF YOU ARE SIGNING FOR A PROPERTY OWNED BY A CORPORATION: State law requires that corporations attach a certified copy or excerpt from your corporation's by-laws (or other appropriate document) that shows you have the authority to sign this petition on behalf of the corporation. Typically, anyone authorized to execute deeds or encumbrances is similarly authorized to execute an annexation petition under this law. We apologize for this additional inconvenience and appreciate your support.



CITY OF BLACK DIAMOND

24301 Roberts Drive
PO Box 599
Black Diamond, WA 98010

Phone: (360) 886-2560
Fax: (360) 886-2592
www.ci.blackdiamond.wa.us

May 28, 2009

TO: Mayor, Councilmembers

FR: Steve Munson, City Planner

RE: NOTICE OF INTENT LETTER FOR PROPOSED YARROW BAY ANNEXATIONS

Black Diamond Village Partners and Black Diamond Lawson Partners (Yarrow Bay) have submitted to the Community Development Department two separate annexation proposals located (see attached maps) along the east-central city boundary (East Annexation) and along the south-central city boundary (South Annexation). These are technically called "10% Notice of Intent to Annex" letters and are part of what is called the "Direct Petition Method" of annexation available in Washington State and specifically addressed by RCW 35A.120. (More on the process of this method later in the memo).

The letters referenced above begin the annexation process. Proponents are required to draft such a letter requesting the local city council to provide them permission to circulate a petition to gather signatures of property owners within the area to be annexed supporting the proposal. This particular method requires that signatures of property owners representing at least 10% of the assessed valuation within the proposed annexing area be included in the "Notice of Intent" letter for the Council to consider it at a public meeting. At the public meeting the proponents are asking the Council for permission to authorize them to circulate the "petition" to obtain signatures of property owners that will represent a minimum of 60% of the total assessed valuation in the proposed annexing area. Also at the public meeting (to be held within sixty days of the submittal of the "Notice of Intent" letter) with the initiating parties Council is asked to determine:

- 1) Whether the City will accept, reject, or geographically modify the proposed annexation;
- 2) Whether it will require the simultaneous adoption of a proposed zoning regulations, and
- 3) Whether it will require the assumption of any portion of existing City indebtedness by the area to be annexed.

Discussion and Recommendations

- 1) By state law (Growth Management Act) cities in GMA counties can annex only those lands contained within their defined Urban Growth Areas (UGA's). The areas proposed for annexation represent logical extensions of the city boundaries and would be able to be accommodated by existing and planned city services. They are also contained within the City's UGA. **For these reasons the recommendation is to accept the proposals as submitted.**
- 2) The City's adopted and existing Comprehensive Plan does not designate any land use categories beyond the city limits nor does the existing official Zoning Map designate any zoning categories. In addition there is no written guidance nor adopted City policy on how to specifically address these issues. Absent this policy, other agreements such as the Black Diamond Urban Growth

Area Agreement (BDUGAA) and potentially the Black Diamond Area Open Space Protection Agreement can potentially provide some direction. ***It is recommended that Council consider these and any decisions made on the upcoming draft Comprehensive Land Use Plan and Zoning Map prior to acting on this item.***

- 3) Whether it will require the assumption of all or any portion of existing city indebtedness by the area to be annexed. ***Since the City has no existing indebtedness this does not apply.***

Relationship to Master Planned Developments

The proposed annexations are tied to the submitted Master Planned Development (MPD) applications of Yarrow Bay Communities in that some of the properties of these two proposed annexations are to be incorporated into the MPD's eventually. No City of Black Diamond land use actions on these areas can occur however, until the areas have been annexed. In addition, some of the parcels and their landowners are not Yarrow Bay Communities and are also not part of the MPD's.

Summary of Annexation Steps (Direct Petition Method)

- 1) Proponents submit Notice of Intent letter to Community Development Department
- 2) City staff schedules public meeting of proponents with City Council
- 3) Council meets with proponents and reviews Notice of Intent letter and renders decisions on the three criteria identified above and authorizes circulation of the Annexation Petition
- 4) Proponents complete Annexation Petition and submit to Community Development Department
- 5) CD staff prepares report on Annexation Petition for public hearing to be held before Council
- 6) Council renders decision at public hearing and staff prepares Notice of Intent package for submittal to King County Boundary Review Board (if approved)
- 7) Once submitted to the KCBRB the Board has 45 calendar days to review the Notice of Intent submittal. Agencies with jurisdiction (more on this later) may request a public hearing. If such a request is made, the BRB must schedule and conduct this hearing. If no hearing is requested within the 45-day period, the Notice of Intent package is returned to the City.
- 8) City adopts annexation by ordinance.

These steps are a very basic review of the process. Staff has prepared a document packet for discussion with individual Councilmembers prior to the public meeting on June 4th. We look forward to discussing this with you and will be pleased to address any questions.

EXHIBIT A
URBAN GROWTH AREA ANNEXATION LEGAL DESCRIPTION

TRIAD JOB # 05-336
OCTOBER 24, 2008

THAT PORTION OF SECTION 23, TOWNSHIP 21 NORTH, RANGE 6 EAST, W.M. IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 23;

THENCE EASTERLY ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 23, TO THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER;

THENCE SOUTHERLY, ALONG THE EAST LINE OF SAID NORTHWEST QUARTER TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 23;

THENCE EASTERLY, ALONG THE NORTH LINE OF SAID SOUTH HALF, TO THE EASTERLY MARGIN OF STATE ROUTE 169;

THENCE SOUTHEASTERLY, ALONG SAID EASTERLY MARGIN, TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23;

THENCE WESTERLY, ALONG SAID SOUTH LINE, TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 23;

THENCE WESTERLY, ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 23;

THENCE SOUTHERLY, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SOUTHWEST QUARTER, TO THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER;

THENCE WESTERLY, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 23, TO THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER;

THENCE NORTHERLY, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 23, TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 23;

THENCE NORTHERLY, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, TO THE NORTHWEST CORNER OF SAID SECTION 23, THE POINT OF BEGINNING.

WRITTEN: ARJ
CHECKED: CHS



10/24/08



S:\PROJECTS\05336\CORRESPONDENCE\TRIAD LEGALS\053362008-10-24 UGA Annex.doc
12112 115th Avenue NE Kirkland, Washington 98034-9623
425.821.8448 - 800.488.0756 - Fax 425.821.3481
www.triadassoc.com

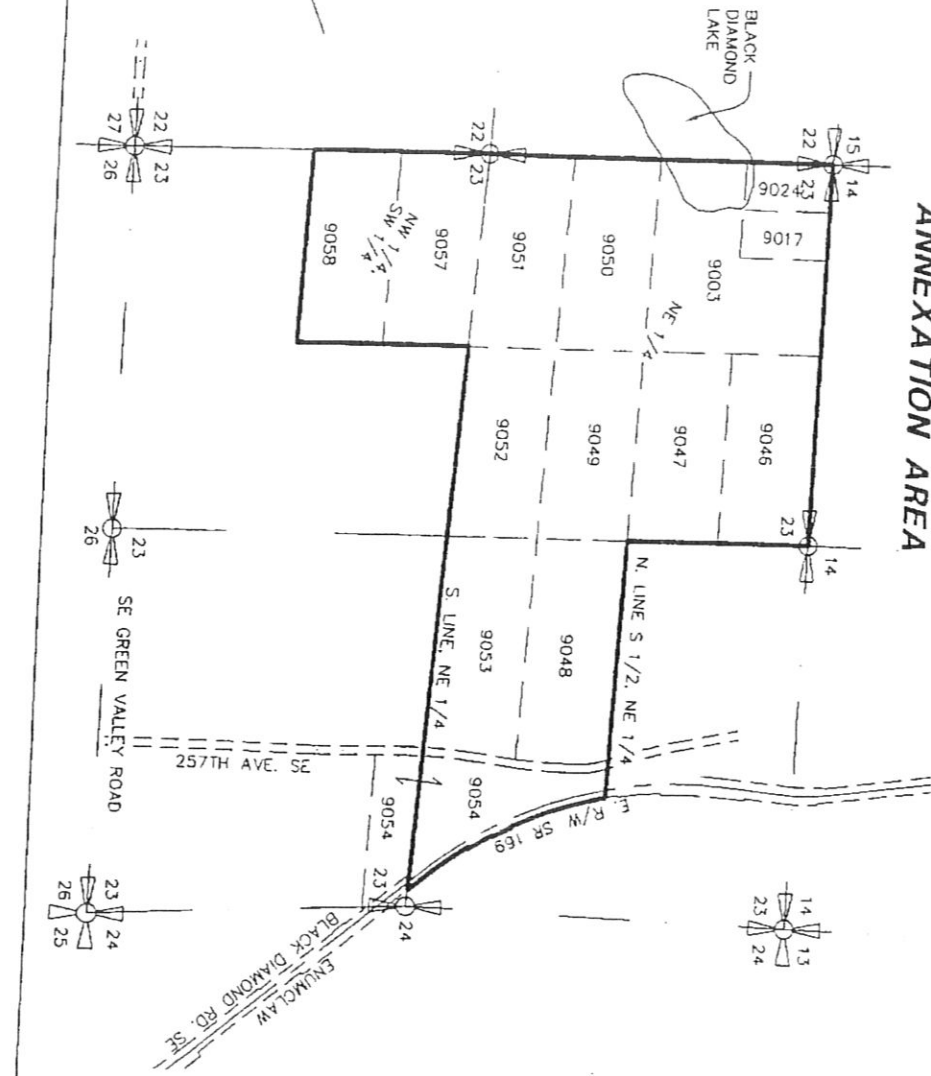
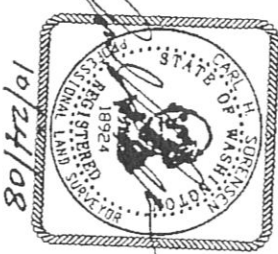
Land Development Consultants

POR. OF NW 1/4 AND NE 1/4, AND SW 1/4 OF SEC. 23, T21N, R6E, W.M.

ANNEXATION AREA

SCALE: 1" = 1000'

NOTE: COMPLETE ASSESSOR
PARCEL NUMBERS INCLUDE
THE PREFIX "232106"
(EG: 2321069057)



BLACK DIAMOND

URBAN GROWTH AREA ANNEXATION EXHIBIT B

CITY OF BLACK DIAMOND,

WASHINGTON

TRIAD
ASSOCIATES
12112 115th Ave. NE
Kirkland, WA 98034-6929
425.821.8448
www.triadassoc.com

MANAGER: AL FURE, PE
DESIGNED: ARJ
CHECKED: CHS
DATE: 10-24-08
SCALE: HORIZ: 1"=1000'
VERT:
JOB NUMBER: 05-336
SHEET NUMBER: 1 OF 1

CITY COUNCIL AGENDA BILL

City of Black Diamond
Post Office Box 599
Black Diamond, WA 98010

ITEM INFORMATION			
SUBJECT: Resolution No. 09-629, accepting first petition of proposals to annex portions of the City's Urban Growth Areas designated as the "East Annexation Area".	Agenda Date: August 20, 2009		AB09-104
	Department/Committee/Individual	Created	Reviewed
	Mayor Howard Botts		
	City Administrator –Gwen Voelpel		
	Asst. City Attorney – Tom Guilfoil		
	City Clerk – Brenda L. Martinez		
	Finance – May Miller		
	Public Works – Seth Boettcher		
	Economic Devel. – Andy Williamson		
	Police –		
Timeline: N/A	Court – Kaaren Woods		
	Comm. Development—Steve Munson	X	
Attachments: Resolution No. 09-629, Notice of Intent letter, Staff Memo, Legal Descriptions, Site Maps			
SUMMARY STATEMENT: <p>Black Diamond Village Partners has submitted to the Community Development Department a Notice of Intent letter seeking the annexation of 50 acres (East Annexation Area) located generally along the east-central boundary of the City. By RCW 35A.14.120 property owners may use the "Direct Petition Method" to seek annexation of lands to a city. Once submitted to the city the local legislative body (City Council) must meet with the property owners within sixty days to determine:</p> <ol style="list-style-type: none"> 1) Whether the City will accept, reject, or geographically modify the proposed annexation; 2) Whether it shall require the simultaneous adoption of proposed zoning regulations; and 3) Whether it shall require the assumption of any portion of existing City indebtedness by the area to be annexed. <p>Approval of the petition being submitted does not bind the Council into ultimately approving annexation. If the Council approves the proposed annexation at this Council meeting, the annexation process then requires the proponents to submit a second petition signed by persons representing at least 60% of the value of the land in the annexation area. At that point, the City must hold another public hearing and the Council may vote to accept or reject the second petition.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: N/A			
RECOMMENDED ACTION: MOTION to adopt Resolution No. 09-629, accepting a Notice of Intent to annex the East Annexation Area and authorizing the circulation of a petition for annexation.			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	
August 20, 2009			

RESOLUTION NO. 09-629

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON,
ACCEPTING A NOTICE OF INTENT TO ANNEX THE EAST
ANNEXATION AREA AND AUTHORIZING THE
CIRCULATION OF A PETITION FOR ANNEXATION

WHEREAS, the City has received a notice of intent to annex an area known as the East Annexation Area pursuant to RCW 35A.14.120 ("Notice of Intent"), which area is legally described in Exhibit A and illustrated in Exhibit B attached hereto; and

WHEREAS, the Notice of Intent was signed by the owners of not less than ten percent in value, according to the assessed valuation for general taxation, of the East Annexation Area; and

WHEREAS, the East Annexation Area is contiguous to the City limits and is within the City's urban growth area; and

WHEREAS, on August 20, 2009 the Council held a meeting with the initiating parties, at an open public meeting, to determine whether the City would accept, reject, or geographically modify the proposed annexation, whether it would require the simultaneous adoption of proposed zoning regulations, and whether it would require the assumption of all or of any portion of the existing city indebtedness by the area to be annexed; and

WHEREAS, the Council has reviewed the Notice of Intent and finds it is in the best interests of the City and its citizens to authorize the circulation of a petition for annexation; now, therefore

THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND HEREBY
RESOLVES AS FOLLOWS:

1. The City Council hereby accepts the Notice of Intent to commence annexation proceedings for the East Annexation Area, which area is legally described in Exhibit A and illustrated in Exhibit B, and authorizes the circulation of an annexation petition for the East Annexation Area pursuant to RCW 35A.14.120.

2. City shall require the adoption of zoning regulations for the East Annexation Area to be effective upon annexation.

3. Upon annexation, all property within the East Annexation Area shall be assessed and taxed at the same rate and on the same bases as other property within the City of Black Diamond.

ADOPTED by the City Council at an open meeting on the 20th day of August, 2009.

Howard Botts, Mayor

Attest:

Brenda Martinez, City Clerk



**EAST ANNEXATION
NOTICE OF INTENTION TO COMMENCE ANNEXATION
PROCEEDINGS**

TO: The City Council of the City of Black Diamond
P.O. Box 599
Black Diamond, WA 98010




The undersigned, who are the owners of not less than ten percent (10 %) in value, according to the assessed valuation for general taxation of the property for which annexation is sought, hereby advise the City Council of the City of Black Diamond that it is the desire of the undersigned owners of the following area to commence annexation proceedings:

The property herein referred to is described on "Exhibit A" – legal description attached hereto and is depicted on "Exhibit B" – vicinity map further attached hereto.

It is requested that the City Council of Black Diamond set a date not later than sixty (60) days after the filing of this request for a meeting with the undersigned to determine:

- (1) Whether the City Council will accept the proposed annexation;
- (2) Whether the City Council will require the adoption of zoning for the proposed area in substantial compliance with the City's Comprehensive Plan;
- (3) Whether the City Council will require the assumption of existing city indebtedness by the area to be annexed.

This page is one of a group of pages containing identical text material and is intended by the signers of this Notice of Intention to be presented and considered as one Notice of Intention and may be filed with other pages containing additional signatures which cumulatively may be considered as a single Notice of Intention.

OWNER'S SIGNATURE	PRINTED NAME	ADDRESS & TAX PARCEL #	DATE SIGNED
	BRIAN LAWSON BD VILLAGE PARTNERS LP	825 FIFTH AVENUE #202 KIRKLAND, WA 98033 AS PER ATTACHED 'EXHIBIT C'	4.3.09

WARNING

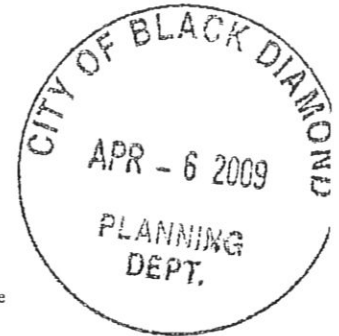
Every person who signs this petition with any other than his/her true name, or sign a petition when he/she is otherwise not qualified to sign, or who makes herein any false statement, may be guilty of a misdemeanor.
East Annexation 10% petition, Page 1



EAST ANNEXATION PETITION
"EXHIBIT C"

CITY OF BLACK DIAMOND ANNEXATION PETITION

Please Print Your Name* (or the name of the Business if you are signing for a Corporation) and sign your name below	Today's Date	Phone Number	Address and Tax Parcel #	Assessed Valuation (KC Assessor 11/4/2008)
SEE PAGE 1			PTN NW ¼ & NE ¼ OF SE ¼ OF S13 T21 R06	448,000
			1321069057	
SEE PAGE 1			PTN SW ¼ OF NE ¼ OF S13 T21 R06	448,000
			1321069014	



WARNING

Every person who signs this petition with any other than his/her true name, or sign a petition when he/she is otherwise not qualified to sign, or who makes herein any false statement, may be guilty of a misdemeanor.

*NOTES TO SIGNORS:

IF YOU OWN MORE THAN ONE TAX PARCEL within the annexation area, your signature on this petition will constitute your commitment for all property owned by you within the South Annexation area.

IF YOU ARE SIGNING FOR A PROPERTY OWNED BY A CORPORATION: State law requires that corporations attach a certified copy or excerpt from your corporation's by-laws (or other appropriate document) that shows you have the authority to sign this petition on behalf of the corporation. Typically, anyone authorized to execute deeds or encumbrances is similarly authorized to execute an annexation petition under this law. We apologize for this additional inconvenience and appreciate your support.



CITY OF BLACK DIAMOND

24301 Roberts Drive
PO Box 599
Black Diamond, WA 98010

Phone: (360) 886-2560
Fax: (360) 886-2592
www.ci.blackdiamond.wa.us

May 28, 2009

TO: Mayor, Councilmembers
FR: Steve Munson, City Planner

SM

RE: NOTICE OF INTENT LETTER FOR PROPOSED YARROW BAY ANNEXATIONS

Black Diamond Village Partners and Black Diamond Lawson Partners (Yarrow Bay) have submitted to the Community Development Department two separate annexation proposals located (see attached maps) along the east-central city boundary (East Annexation) and along the south-central city boundary (South Annexation). These are technically called "10% Notice of Intent to Annex" letters and are part of what is called the "Direct Petition Method" of annexation available in Washington State and specifically addressed by RCW 35A.120. (More on the process of this method later in the memo).

The letters referenced above begin the annexation process. Proponents are required to draft such a letter requesting the local city council to provide them permission to circulate a petition to gather signatures of property owners within the area to be annexed supporting the proposal. This particular method requires that signatures of property owners representing at least 10% of the assessed valuation within the proposed annexing area be included in the "Notice of Intent" letter for the Council to consider it at a public meeting. At the public meeting the proponents are asking the Council for permission to authorize them to circulate the "petition" to obtain signatures of property owners that will represent a minimum of 60% of the total assessed valuation in the proposed annexing area. Also at the public meeting (to be held within sixty days of the submittal of the "Notice of Intent" letter) with the initiating parties Council is asked to determine:

- 1) Whether the City will accept, reject, or geographically modify the proposed annexation;
- 2) Whether it will require the simultaneous adoption of a proposed zoning regulations, and
- 3) Whether it will require the assumption of any portion of existing City indebtedness by the area to be annexed.

Discussion and Recommendations

- 1) By state law (Growth Management Act) cities in GMA counties can annex only those lands contained within their defined Urban Growth Areas (UGA's). The areas proposed for annexation represent logical extensions of the city boundaries and would be able to be accommodated by existing and planned city services. They are also contained within the City's UGA. **For these reasons the recommendation is to accept the proposals as submitted.**
- 2) The City's adopted and existing Comprehensive Plan does not designate any land use categories beyond the city limits nor does the existing official Zoning Map designate any zoning categories. In addition there is no written guidance nor adopted City policy on how to specifically address these issues. Absent this policy, other agreements such as the Black Diamond Urban Growth

Area Agreement (BDUGAA) and potentially the Black Diamond Area Open Space Protection Agreement can potentially provide some direction. ***It is recommended that Council consider these and any decisions made on the upcoming draft Comprehensive Land Use Plan and Zoning Map prior to acting on this item.***

- 3) Whether it will require the assumption of all or any portion of existing city indebtedness by the area to be annexed. ***Since the City has no existing indebtedness this does not apply.***

Relationship to Master Planned Developments

The proposed annexations are tied to the submitted Master Planned Development (MPD) applications of Yarrow Bay Communities in that some of the properties of these two proposed annexations are to be incorporated into the MPD's eventually. No City of Black Diamond land use actions on these areas can occur however, until the areas have been annexed. In addition, some of the parcels and their landowners are not Yarrow Bay Communities and are also not part of the MPD's.

Summary of Annexation Steps (Direct Petition Method)

- 1) Proponents submit Notice of Intent letter to Community Development Department
- 2) City staff schedules public meeting of proponents with City Council
- 3) Council meets with proponents and reviews Notice of Intent letter and renders decisions on the three criteria identified above and authorizes circulation of the Annexation Petition
- 4) Proponents complete Annexation Petition and submit to Community Development Department
- 5) CD staff prepares report on Annexation Petition for public hearing to be held before Council
- 6) Council renders decision at public hearing and staff prepares Notice of Intent package for submittal to King County Boundary Review Board (if approved)
- 7) Once submitted to the KCBRB the Board has 45 calendar days to review the Notice of Intent submittal. Agencies with jurisdiction (more on this later) may request a public hearing. If such a request is made, the BRB must schedule and conduct this hearing. If no hearing is requested within the 45-day period, the Notice of Intent package is returned to the City.
- 8) City adopts annexation by ordinance.

These steps are a very basic review of the process. Staff has prepared a document packet for discussion with individual Councilmembers prior to the public meeting on June 4th. We look forward to discussing this with you and will be pleased to address any questions.

EXHIBIT A

LAWSON HILLS
EAST ANNEXATION AREA LEGAL DESCRIPTION:

TRIAD JOB # 04-058
NOVEMBER 7, 2008

THAT PORTION OF THE EAST HALF OF SECTION 13, TOWNSHIP 21 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION;

TOGETHER WITH THAT PORTION OF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHWEST CORNER OF SAID SOUTH HALF, THENCE NORTH $00^{\circ}17'23''$ EAST, ALONG THE WEST LINE OF SAID SOUTH HALF, 493.15 FEET;
THENCE SOUTH $35^{\circ}28'21''$ EAST 817.91 FEET TO THE SOUTH LINE OF SAID SOUTH HALF;
THENCE NORTH $88^{\circ}24'03''$ WEST, ALONG THE SOUTH LINE OF SAID SOUTH HALF, 361.22 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER,
THENCE NORTH $01^{\circ}06'43''$ EAST, ALONG THE WEST LINE OF SAID NORTHEAST QUARTER, 1324.33 FEET TO THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER;
THENCE SOUTH $88^{\circ}24'03''$ EAST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, 69.04 FEET;
THENCE SOUTH $55^{\circ}11'17''$ EAST 488.42 FEET;
THENCE SOUTH $01^{\circ}50'22''$ WEST 240.07 FEET;
THENCE SOUTH $31^{\circ}16'37''$ WEST 939.98 FEET TO THE POINT OF BEGINNING.

TOTAL AREA = 50.00 ACRES

WRITTEN: ARJ
CHECKED: CHS

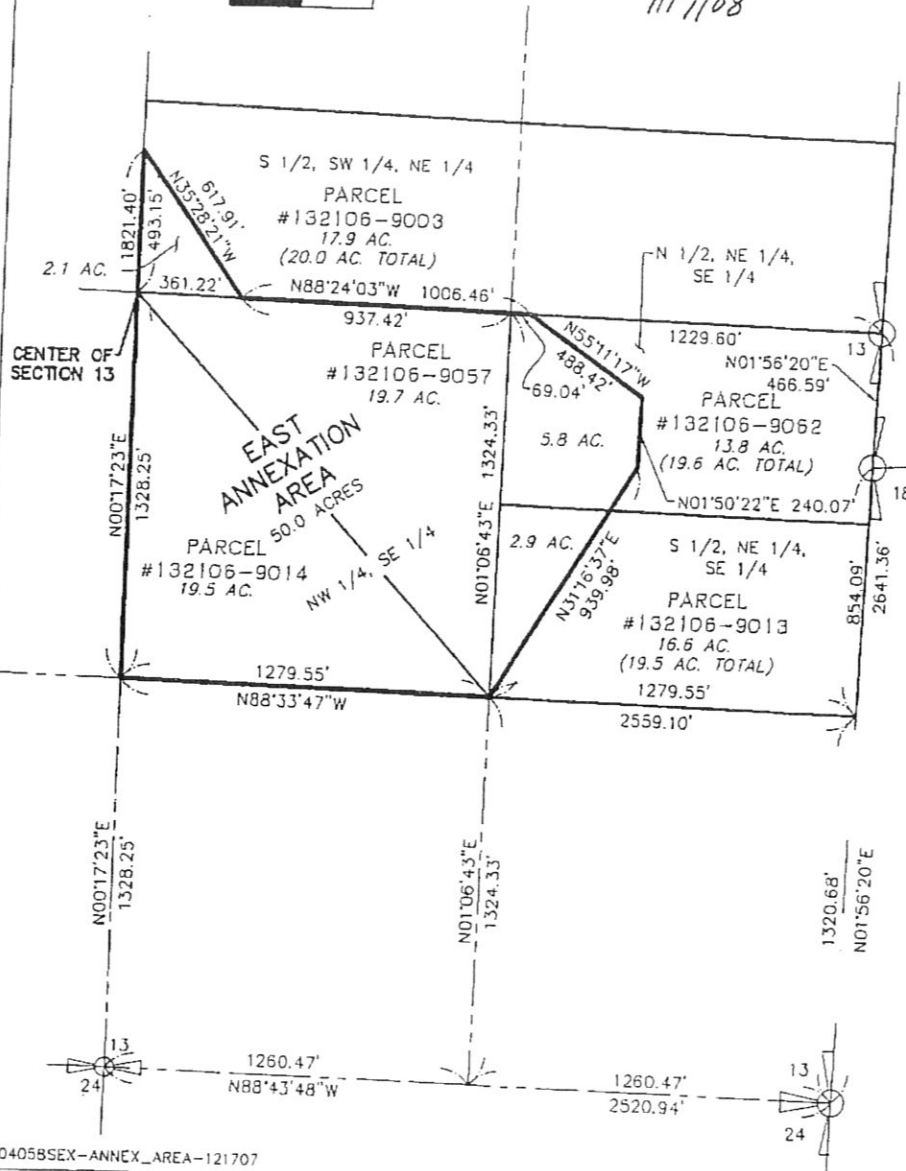
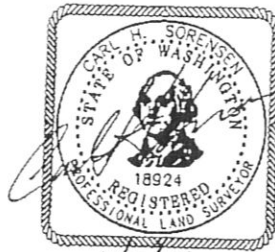


S:\PROJECTS\04058\CORRESPONDENCE\PURCHASE LEGALS\04058 2008-11-07 EAST ANNEXATION AREA.doc

12112 115th Avenue NE Kirkland, Washington 98034-9623
425.821.8448 - 800.458.0756 - Fax 425.821.3481
www.triadassoc.com

Land Development Consultants

SEC. 13, TWP. 21N, RNG 6E, W.M.



04058SEX-ANNEX_AREA-121707

SHEET NUMBER 1 OF 1	JOB NUMBER 04-058	MANAGER DESIGNED:	R/V
		CAD:	CHS
	DATE:	12/19/07	
	SCALE:	HORIZ: 1"=500'	
	VERT: N/A		

EAST ANNEXATION AREA EXHIBIT B

LAWSON HILLS

CITY OF BLACK DIAMOND,

WASHINGTON

TRIAD
ASSOCIATES
12112 115th Ave. NE
Kirkland, WA 98034-6923
425.821.8448
www.triadassoc.com

CITY COUNCIL AGENDA BILL

City of Black Diamond
Post Office Box 599
Black Diamond, WA 98010

ITEM INFORMATION			
SUBJECT: Resolution No. 09-630, authorizing the Mayor to execute a Purchase and Sale Agreement with Mrs. Parkin for the Railroad Avenue Street Improvement Project	Agenda Date: August 20, 2009		AB09-105
	Department/Committee/Individual	Created	Reviewed
	Mayor Howard Botts		
	City Administrator –Gwen Voelpel		
	City Attorney – Loren D. Combs		X
	City Clerk – Brenda L. Martinez		
	Finance – May Miller		
	Public Works – Seth Boettcher	X	
	Economic Devel. – Andy Williamson		
	Police –		
Cost Impact: \$7500 + or -	Court – Kaaren Woods		
Fund Source: Capital Project			
Timeline: Before November			
Attachments: Resolution No. 09-630, Purchase and Sale Agreement, offer/acceptance letter			
SUMMARY STATEMENT: <p>The Council authorized the Mayor to negotiate the purchase of a portion of Mrs. Parkins' property as needed for the Railroad Avenue Street Improvement Project. Mrs. Parkin and the City have agreed to the amount of property, the terms and the amount for the sale.</p> <p>For this small of a purchase a certified appraisal is not required. The seller has the right to request an appraisal but opted not to request the appraisal because of the cost and potentially the appraisal might have come in lower than what the City was offering.</p> <p>Staff is recommending moving forward with the right of way purchase to keep the Railroad Avenue project on schedule.</p>			
COMMITTEE REVIEW AND RECOMMENDATION:			
RECOMMENDED ACTION: MOTION to adopt Resolution No. 09-630, authorizing the Mayor to execute a Purchase and Sale Agreement with Mrs. Parkin for a portion of her property for the Railroad Avenue Street Improvement Project.			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	
August 20, 2009			

RESOLUTION NO. 09-630

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE PURCHASE OF PROPERTY FOR
RIGHT-OF-WAY PURPOSES FOR THE RAILROAD
AVENUE STREET IMPROVEMENT PROJECT**

WHEREAS, survey of the City right-of-way and surrounding property boundaries showed that Mrs. Parkin owned property into the existing roadway and alongside the existing roadway; and

WHEREAS, the City desires to widen and install street and storm improvements wider than the existing improvements; and

WHEREAS, the City and Mrs. Parkin have agreed on the amount of property to be purchased, the terms and price for the property; and

WHEREAS, the additional right-of-way is needed to complete the Railroad Avenue Street Improvement Project as currently planned and designed;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The Mayor is authorized to execute the attached Purchase and Sale agreement in the amount of \$6000 in payment for the property plus title insurance, escrow, reconveyance fees, real estate excise tax and any offer evaluation costs according to the agreement.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 20TH DAY OF AUGUST, 2009.

CITY OF BLACK DIAMOND:

Howard Botts, Mayor

Attest:

Brenda L. Martinez, City Clerk

**PURCHASE AND SALE AGREEMENT
RIGHT OF WAY**

1. **Date and Parties.** THIS PURCHASE AND SALE AGREEMENT ("AGREEMENT"), is dated, for reference purposes only, the _____ day of July, 2009, and is made and entered into by and between Arlene T. Parkin ("Parkin") and City of Black Diamond, a Washington municipal corporation ("City").

2. **Property to be Conveyed.**

2.1 Parkin is the owner of the real estate legally described in Exhibit A attached hereto and identified as tax parcel no. 1421069102 (the "Property").

2.2 The City wants to acquire a portion of the Property for right of way and utilities ("Right of Way") for the Railroad Avenue Road Improvement Project (the "Project"). The portion of the Property to be acquired by the City for Right of Way is legally described and geographically depicted in Exhibit B attached hereto.

2.3 Parkin agrees to sell and convey and the City agrees to purchase and accept conveyance of the Right of Way on the terms and conditions set forth in this Agreement.

3. **Purchase Price.** As consideration for the conveyance of the Right of Way, the City shall pay Parkin the sum of \$6000.00 cash, payable at Closing. ("Closing" shall mean the closing of the transaction contemplated by this Agreement as provided in Paragraph 10). In addition, the City shall pay at Closing an additional amount not to exceed \$750.00 pursuant to RCW 8.25.020 for various expenditures actually and reasonably incurred by Parkin in the process of evaluating the City's offer. Parkin acknowledges that she is receiving just compensation for the Right-of-Way.

4. **Legal Description.** The Parties hereby authorize the Closing Agent to insert, attach, or correct the legal description of the Property or Right-of-Way as required to consummate the conveyance thereof.

5. **Title.** Parkin shall convey title to the Right-of-Way by statutory warranty deed. Title to the Right-of-Way shall be free of all liens, encumbrances or defects, except as expressly approved by the City in writing. Encumbrances to be discharged by Parkin may be paid out of the Purchase Price at date of Closing.

6. **Title Insurance.** Fees for standard coverage owner's title insurance policies shall be paid by The City. The title policies to be issued shall contain no exceptions other than the usual general exceptions provided for in the specified title policy form, plus encumbrances or defects approved by the City in Paragraph 6 above. If title cannot be made

so insurable by the date of Closing, The City may elect to terminate this Agreement, or may waive any such defects and elect to purchase as described herein.

7. **Included Items.** This transaction includes any landscaping, improvements and appurtenances, if any, on the Right-of-Way area.

8. **City Council Approval.** This Agreement is subject to ratification by the Black Diamond City Council. This matter shall be submitted to the City Council for ratification within thirty (30) days after signature by both parties.

9. **Closing.** Closing shall occur within 30 days after approval by the City Council, in the office of First American Title Insurance Company, Seattle, Washington, ("Closing Agent"), or such other place or location as the parties may mutually agree. The City and Parkin will, on demand, deposit in escrow all instructions and moneys necessary to complete the purchase in accordance with this Agreement. Closing shall be deemed to have occurred when all documents are recorded and the sale proceeds are available to Parkin.

10. **Closing Costs & Pro-Rated Items.** The City shall pay the escrow fee, reconveyance fees, any real estate excise tax due, and the recording fees. Parkin shall pay any real estate taxes due, if any.

11. **Possession.** The City shall be entitled to possession and use of the Right-of-Way at Closing.

12. **Environmental Representations and Warranties.** Parkin warrants that she has not caused or permitted the Property to be used as a site for generation, manufacture, refining, transportation, transfer, treatment, storage, handling, disposing or processing of hazardous substances, or other dangerous or toxic materials or solid waste except in compliance with applicable federal, state and local laws or regulations. Parkin has not caused or permitted and has no knowledge of the release of any hazardous substance on any of the Property at any time.

13. **Survival of Representations and Warranties.** All of the Parties' representations and warranties contained herein shall survive the Closing.

14. **Attorneys' Fees and Expenses.** In the event any Party brings a lawsuit to enforce or defend any rights herein, the prevailing party shall be awarded all costs and expenses and reasonable attorney fees.

15. **Successors and Assigns.** This Agreement and all of the terms and provisions set forth herein shall inure to the benefit of and be binding upon the Parties, their heirs, successors, legal representatives and assigns.


16. **Further Acts.** In addition to the acts specifically required in this Agreement, the Parties agree to perform or cause to be performed at and after Closing any and all further acts as may be reasonably necessary to consummate the transaction described herein.

17. **Remedies.** Both parties acknowledge that specific performance of this Agreement is an appropriate remedy should either party fail to perform under the terms of the Agreement.

18. **Complete Agreement.** The Agreement and any addenda and exhibits to it state the entire understanding of Parkin and the City regarding this transaction. There are no verbal or written agreements which modify or affect the Agreement.

19. **Facsimile Transmission.** Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original. At the request of either party, or the escrow agent, the parties will confirm facsimile transmitted signatures by signing an original document.

PARKIN:


Arlene T. Parkin

THE CITY:

City of Black Diamond, Washington

By: _____
Howard Botts, Mayor

ATTEST:


Brenda L. Martinez, City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A
LEGAL DESCRIPTION--KING COUNTY TAX PARCEL NO. 1421069102

THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 21 NORTH, RANGE 6 EAST, W. M. MORE PARTICULARLY KNOWN KING COUNTY TAX PARCEL NO. 142106-9102 AND DESCRIBED AS FOLLOWS;

THAT PORTION OF GOVERNMENT LOT 2, SECTION 14, TOWNSHIP 21 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:
BEGINNING AT THE MOST EASTERLY CORNER OF TRACT C, BLACK DIAMOND HOUSING PROJECT, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 38 OF PLATS, PAGE 43, RECORDS OF KING COUNTY, WASHINGTON;
THENCE NORTH 63°23'50" WEST ALONG THE SOUTHWESTERLY LINE OF SAID TRACT C A DISTANCE OF 238.21 FEET;
THENCE SOUTH 26°44'00" WEST ALONG THE BOUNDARY OF SAID TRACT C A DISTANCE OF 50.25 FEET, TO AN ANGLE POINT IN SAID BOUNDARY AND THE TRUE POINT OF BEGINNING;
THENCE NORTH 63°11'03" WEST ALONG THE SOUTHERLY LINE OF SAID TRACT A DISTANCE OF 223.80 FEET;
THENCE SOUTH 43°00'14" WEST ALONG THE BOUNDARY OF SAID TRACT C A DISTANCE OF 131.35 FEET TO AN ANGLE POINT IN SAID BOUNDARY;
THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF "ABANDONED" PACIFIC COAST RAILROAD RIGHT-OF-WAY TO A POINT FROM WHICH THE TRUE POINT OF BEGINNING BEARS NORTH 26°44'00" EAST;
THENCE NORTH 26°44'00" EAST TO THE TRUE POINT OF BEGINNING;
TOGETHER WITH THAT PORTION OF ABANDONED PACIFIC COAST RAILROAD RIGHT-OF-WAY IN GOVERNMENT LOT 2, SAID SECTION 14, DESCRIBED AS FOLLOWS:
BEGINNING AT THE MOST EASTERLY CORNER OF TRACT C, BLACK DIAMOND HOUSING PROJECT, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 38 OF PLATS, PAGE 43, RECORDS OF KING COUNTY, WASHINGTON;
THENCE NORTH 63°23'50" WEST ALONG THE SOUTHWESTERLY LINE OF SAID TRACT C A DISTANCE OF 238.21 FEET;
THENCE SOUTH 26°44'00" WEST ALONG THE BOUNDARY OF SAID TRACT C A DISTANCE OF 50.25 FEET;

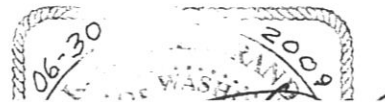
THENCE NORTH 63°11'03" WEST ALONG THE SOUTHERLY LINE OF SAID TRACT C
A DISTANCE OF 223.80 FEET;
THENCE SOUTH 43°00'14" WEST A DISTANCE OF 131.35 FEET TO A POINT OF
INTERSECTION WITH THE
NORTHEASTERLY MARGIN OF PACIFIC COAST RAILROAD RIGHT-OF-WAY AND
THE TRUE POINT OF BEGINNING;

EXHIBIT B
LEGAL DESCRIPTION
RIGHT OF WAY ACQUISITION

THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 21 NORTH, RANGE 6 EAST, W.M. DESCRIBED AS FOLLOWS:

THAT PORTION OF ABANDONED PACIFIC COAST RAILROAD RIGHT-OF-WAY IN GOVERNMENT LOT 2, SAID SECTION 14, DESCRIBED AS FOLLOWS;
COMMENCING AT THE MOST EASTERLY CORNER OF TRACT C, BLACK DIAMOND HOUSING PROJECT, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 38 OF PLATS, PAGE 43, RECORDS OF KING COUNTY, WASHINGTON;
THENCE NORTH $63^{\circ}23'50''$ WEST ALONG THE SOUTHWESTERLY LINE OF SAID TRACT C A DISTANCE OF 238.21 FEET;
THENCE SOUTH $26^{\circ}44'00''$ WEST ALONG THE BOUNDARY OF SAID TRACT C A DISTANCE OF 50.25 FEET;
THENCE NORTH $63^{\circ}11'03''$ WEST ALONG THE SOUTHERLY LINE OF SAID TRACT C A DISTANCE OF 223.80 FEET;
THENCE SOUTH $43^{\circ}00'14''$ WEST A DISTANCE OF 131.35 FEET TO A POINT OF INTERSECTION WITH THE NORTHEASTERLY MARGIN OF PACIFIC COAST RAILROAD RIGHT-OF-WAY BEING A CURVE HAVING A RADIUS OF 1612.28 FEET FROM WHICH THE CENTER BEARS NORTH $48^{\circ}51'26''$ EAST;
THENCE NORTHWESTERLY ALONG THE SAID CURVE OF THE RIGHT OF WAY TO THE RIGHT THROUGH A CENTRAL ANGLE OF $5^{\circ}47'52''$ A DISTANCE OF 163.15 FEET TO THE **TRUE POINT OF BEGINNING**;
THENCE CONTINUING ALONG THE CURVE OF THE SAID RIGHT OF WAY THROUGH A CENTRAL ANGLE OF $1^{\circ}35'57''$ A DISTANCE OF 45.00 FEET;
THENCE ON A RADIAL BEARING OF SOUTH $56^{\circ}15'15''$ WEST 50 FEET TO A POINT ON THE CURVE OF THE SOUTHWESTERLY RIGHT OF WAY HAVING A RADIUS OF 1662.28 FEET;
THENCE SOUTHEASTERLY ALONG THE CURVE OF THE SAID RIGHT OF WAY TO THE LEFT THROUGH A CENTRAL ANGLE OF $7^{\circ}32'09''$ A DISTANCE OF 218.63 FEET;
THENCE NORTH $44^{\circ}15'03''$ EAST A DISTANCE OF 15.00 FEET;
THENCE NORTH $34^{\circ}53'38''$ WEST A DISTANCE OF 169.23 FEET;
THENCE NORTH $54^{\circ}39'19''$ EAST A DISTANCE OF 25.00 FEET TO THE **TRUE POINT OF BEGINNING**;

CONTAINING 5,936 SQUARE FEET MORE OR LESS.





CITY OF BLACK DIAMOND

24310 Roberts Drive ~ PO Box 599
Black Diamond, WA 98010

Phone: (360) 886-2560
Fax: (360) 886-2592

COMMUNITY DEVELOP.

JUN - 1 2009

RECEIVED

May 15, 2009

Arlene Parkin
PO Box 74
32924 Railroad Avenue
Black Diamond, WA 98010

Dear Ms Parkin:

Thanks for your willingness to work with us on acquiring property from you to facilitate the Railroad Avenue Street project. In our meeting with several weeks ago you expressed that you would like to only sell the portion of your property that is needed for the street project and not the entire driveway parcel as was suggested in the offer letter that we delivered.

In keeping with your desires as we discussed when we met with you, we are offering by this letter to purchase the property outlined in blue in the attached exhibit. The highlighted blue portion of your driveway parcel is about 60% of the entire driveway parcel. We have tried to keep your compensation as close as we could to our original offer. We are now offering you \$6000 for the bank, ditch, roadway and utility portion of your property. If this offer is acceptable please sign the bottom of this letter as acceptance of the price for the property and we will have the rest of the legal descriptions and papers drawn up.

In any case, please let us know how you would like to proceed to settle the sale of the property for the Railroad Avenue project. Thank you for your civic spirit to help us spruce up the old downtown of Black Diamond.

Sincerely,

CITY OF BLACK DIAMOND

Howard Botts
Mayor

CITY COUNCIL AGENDA BILL

City of Black Diamond
Post Office Box 599
Black Diamond, WA 98010

ITEM INFORMATION			
SUBJECT: Resolution No. 09-631, accepting the Railroad Avenue Water Main Improvements as complete by SLEAD, LLC.	Agenda Date: August 20, 2009		AB09-106
	Department/Committee/Individual	Created	Reviewed
	Mayor Howard Botts		
	City Administrator –Gwen Voelpel		
	City Attorney – Loren D. Combs		
	City Clerk – Brenda L. Martinez		
	Finance – May Miller		
	Public Works – Seth Boettcher	X	
	Economic Devel. – Andy Williamson		
Cost Impact: Nothing additional			
Fund Source: ---			
Timeline: 30 days to clear any claims			
Attachments: Resolution No. 09-631			
SUMMARY STATEMENT: <p>This is a formal action required by the Council that starts a 45 day waiting period to where an outside vendor, supplier or laborer would have an opportunity to file a claim against this project pursuant to RCW 60.28.011(2). After the 45 days and once the City has received:</p> <ul style="list-style-type: none"> • an affidavit of no liens, • a release from the Department of Revenue that all taxes have been paid • and a release from any claims from the Department of Labor and Industries, pursuant to RCW 60.28.051 <p>The retainage being held by the city can then be released.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: Public Works Committee was cancelled. No recommendation.			
RECOMMENDED ACTION: MOTION to adopt Resolution No. 09-631, accepting the Railroad Avenue Water Main Improvements as complete by Slead Limited Liability Company according to the contract documents.			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	
August 20, 2009			

RESOLUTION NO. 09-631

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
REGARDING FINAL ACCEPTANCE OF THE RAILROAD
AVENUE WATER MAIN PROJECT**

WHEREAS, the City awarded the Railroad Avenue Water Main Project contract to Slead LLC. on February 5th, 2009; and

WHEREAS, Slead LLC has completed the Water Main Project according to the contract and change orders;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The City hereby accepts the Railroad Avenue Waterline Project as complete and as set forth in that contract and change orders with Slead, LLC.

ADOPTED by the City Council at an open public meeting held on the 20th day of August, 2009.

Howard Botts, Mayor

Attest:

Brenda L. Martinez, City Clerk

CITY COUNCIL AGENDA BILL

City of Black Diamond
Post Office Box 599
Black Diamond, WA 98010

ITEM INFORMATION			
SUBJECT: Ordinance No. 09-921, amending Chapter 10.04.100 of the Black Diamond Municipal Code to update the provisions dealing with Parking Fees.	Agenda Date: August 20, 2009		AB09-107
	Department/Committee/Individual	Created	Reviewed
	Mayor Howard Botts		
	City Administrator –Gwen Voelpel		X
	City Attorney – Loren D. Combs		X
	City Clerk – Brenda L. Martinez		
	Finance – May Miller		
	Public Works – Seth Boettcher		
	Economic Devel. – Andy Williamson		
	Police –		
Cost Impact: N/A	Court – Kaaren Woods		
Fund Source: N/A	Parks/Natural Resources – Aaron Nix	X	
Timeline: N/A			
Attachments: Ordinance No. 09-921, Code changes			
SUMMARY STATEMENT: Parking fees along 296 th at the Lake Sawyer Boat Launch pertain to parking of vehicles at this City facility. Council has requested that staff bring changes to this code in order to allow reduced prices for annual passes for parking at this facility. This change allows for this to occur.			
COMMITTEE REVIEW AND RECOMMENDATION: Bring forward for full council adoption			
RECOMMENDED ACTION: MOTION to adopt Ordinance No. 09-921, amending Chapter 10.04.100 of the Black Diamond Municipal Code to update the provisions dealing with Parking Fees.			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	
August 20, 2009			

ORDINANCE NO. 09- 921

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY
OF BLACK DIAMOND, KING COUNTY, WASHINGTON,
AMENDING CHAPTER 10.04.100 OF THE BLACK
DIAMOND MUNICIPAL CODE TO UPDATE THE
PROVISIONS DEALING WITH PARKING FEES**

WHEREAS, city parks perform a vital social function by providing a place for individuals and families to enjoy a natural setting and escape many of the sounds and activities that are otherwise part of city life; and

WHEREAS, this social function shall become even more important in the future as population growth brings increased density and commercial development occurs within our city; and

WHEREAS, the cost of maintaining the City's parks has made it necessary for the City to authorize the imposition of permit fees and user fees to help generate revenue to cover maintenance capital improvement costs; and

WHEREAS, the municipal code should be made clear to whom and where parking fees are to be assessed.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. The Black Diamond Municipal Code is hereby amended by the addition of language show below;

10.04.100 Parking fee required.

D. Annual Pass.

2. Cost. The fee for parking is sixty dollars per vehicle year and thirty-five dollars per vehicle per year for senior citizens sixty-five years of age and older, and thirty-five dollars per vehicle per year for persons with a valid state of Washington disabled vehicle permit. Annual passes are available to City of Black Diamond residents at a cost of twenty-five dollars per vehicle per year. A ten dollar replacement fee will be charged to replace a lost permit, or for a change of vehicles. Subsequent costs of the pass will be established in the current city fee resolution.

3. Proof of Identity. A person must prove they are registered or legal owner of the vehicle by showing identification and registration at the time of purchase of

the annual pass and, for City residents, proof of property ownership within the corporate limits of the City of Black Diamond. (Ord. 783 § 1, 2005; Ord. 766 § 1, 2004; Ord. 762 § 1, 2004)

Section 2. Severability. Each and every provision of this Ordinance shall be deemed severable. In the event that any portion of this Ordinance is determined by final order of a court of competent jurisdiction to be void or unenforceable, such determination shall not affect the validity of the remaining provisions thereof, provided the intent of this Ordinance can still be furthered without the invalid provision.

Section 3. Effective date. This Ordinance shall be in full force and effect five (5) days after publication as required by law. A summary of this Ordinance may be published in lieu of the entire Ordinance, as authorized by State law.

Introduced on the 20th day of August, 2009.

Passed by the City Council on the 20th day of August, 2009.

Mayor Howard Botts

ATTEST:

Brenda L. Martinez, City Clerk

APPROVED AS TO FORM:

Loren D. Combs, City Attorney

Published: _____

Effective Date: _____

10.04.100 Parking fee required.

- A. Park fee: all vehicles inside the city of Black Diamond, Lake Sawyer Park on SE 296th Street shall pay, in advance, five dollars per day cash fee.
- B. The city will provide a pay station box in which deposits shall be made.
- C. Failure to pay the parking fee in advance is a civil infraction subject to a one hundred dollars civil penalty.
- D. Annual Pass.

1. Duration. An annual pass will be valid from January 1st through December 31st of each respective year.

2. Cost. ~~The initial fee for parking is for 2005 will be sixty dollars per vehicle~~ year and thirty-five dollars per vehicle per year for senior citizens sixty-five years of age and older, and thirty-five dollars per vehicle per year for persons with a valid state of Washington disabled vehicle permit. Annual passes are available to City of Black Diamond residents at a cost of twenty-five dollars per vehicle per year. A ten dollar replacement fee will be charged to replace a lost permit, or for a change of vehicles. Subsequent costs of the pass will be established in the current city fee resolution.

3. Proof of Identity. A person must prove they are registered or legal owner of the vehicle by showing identification and registration at the time of purchase of the annual pass and, for City residents, proof of property ownership within the corporate limits of the City of Black Diamond. (Ord. 783 § 1, 2005; Ord. 766 § 1, 2004; Ord. 762 § 1, 2004)

CITY COUNCIL AGENDA BILL

City of Black Diamond
Post Office Box 599
Black Diamond, WA 98010

ITEM INFORMATION			
SUBJECT: Resolution No. 09-632, amending the City's fee schedule to add certain fees for travel documents (passports) and new City parks permit fees	Agenda Date: August 20, 2009		AB09-108
	Department/Committee/Individual	Created	Reviewed
	Mayor Howard Botts		
	City Administrator –Gwen Voelpel		
	City Attorney – Loren D. Combs		X
	City Clerk – Brenda L. Martinez	X	
	Finance – May Miller		
	Public Works – Seth Boettcher		
	Economic Devel. – Andy Williamson		
	Police – Chief Kiblinger		
Cost Impact:	Court – Kaaren Woods		
Fund Source:			
Timeline:			
Attachments: Resolution No. 09-632, New Proposed Fee Schedule (Exhibit A), and Old Fee Schedule (Exhibit B)			
SUMMARY STATEMENT: <p>Recently the City of Black Diamond became an approved passport acceptance facility and in order for the City to collect the fees associated with this service those fees must be added to our official fee schedule. Also included in this update are the permit fees associated with the newly adopted park rules. Areas where the fee schedule has been changed are highlighted.</p>			
COMMITTEE REVIEW AND RECOMMENDATION:			
RECOMMENDED ACTION: MOTION to adopt Resolution No. 09-632, updating the City's Official Fee Schedule to add new fees for travel documents (passports) and new City parks permit fees.			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	
August 20, 2009			

RESOLUTION NO. 09-632

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
UPDATING THE CITY'S OFFICIAL FEE SCHEDULE TO
ADD NEW FEES FOR TRAVEL DOCUMENTS
(PASSPORTS) AND PARK PERMITS FEES**

WHEREAS, as codified in chapter 2.62 of the Black Diamond Municipal Code, the City of Black Diamond has previously authorized and adopted an official schedule of fees that specifies the amounts to be charged for services provided by city employees and their agents; and

WHEREAS, this fee schedule needs to be updated from time to time to add new fees for added services the city provides; and

WHEREAS, the City recently became a passport acceptance facility and fees associated with this service need to be added to the fee schedule; and

WHEREAS, recently the City adopted new park rules and the fees associated with the permits outlined in the new park rules also need to be added to the fee schedule;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The City's official fee schedule, previously adopted by Resolution No. 09-603, and shown in attached Exhibit B, is hereby amended as shown in attached Exhibit A. Areas where the fee schedule has been changed are highlighted in Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 20TH DAY OF AUGUST, 2009.

CITY OF BLACK DIAMOND:

Howard Botts, Mayor

Attest:

Brenda L. Martinez, City Clerk

Proposed 2009 FEE SCHEDULE
08-20-09

EXHIBIT A

POLICE	DESCRIPTION	FEE
Animal License		By King County Ordinance
Fingerprinting	Non-Resident	\$15.00
Fingerprinting	Resident	\$10.00
Fingerprinting (FBI Fee)	For original permits only	\$19.25
Electronic Monitoring (Per Contract)		
Electronic Monitoring (Police)	Per Day, payable in advance	\$17.00
Hook Up Fee	One Time Application Fee (non-refundable)	\$25.00
	within 20 mile radius	Current IRS Rate
Deposit		\$350.00
Hook Up Fee	One Time Charge	Current IRS Rate
	outside 20 mile radius	
Concealed Weapons Permit	See Fingerprint fees above	
Original	Original Permit, see above	\$55.25
Renewal	Valid Permit Renewal	\$32.00
Late	Within 90 days after expiration	\$42.00
Replacement		\$10.00
Process Service		\$25.00
Mileage for process service		Current IRS Rate
False Alarm Responses	First Occurrence	None
	Second Occurrence per year	\$50.00
	Third or more per year	\$75.00
Discovery	No charge for one copy of documents provided in compliance with defense request on Muni Court cases	
	others:	\$0.15
Civil Service Testing	Per Applicant	Contract w/Public Safety Testing
Work Release	Per day, payable in advance	Contract Amount
Traffic Safety School		\$200.00
Booking Processing Fee	Per booking	Contract Rate
Police Reports	Per Case Reports	\$0.15 per page
Photographs		
Copies	each	\$0.15
Originals	each	\$8.00
Video Tape Reproduction	each	\$50.00
CD Reproduction	each	\$10.00
Audio Tape Reproduction	each	\$10.00
Expurgements		\$35.00
Firearms Clearance Letter	For Foreign Countries	\$15.00
Local Record Clearance Letter	In-House Records Check	\$15.00
Vehicle Storage	For other PD only, per day	\$1.50

Proposed 2009 FEE SCHEDULE
08-20-09

EXHIBIT A

STREETS	DESCRIPTION	FEE
FRANCHISE		
Right of Way Use Permit	Incl. 2 Inspect. & 1/2 hr. City Review	\$250.00
Franchise Extra Inspection	1 hour minimum	\$95.00/hour
Franchise Extra City Staff Review	1 hour minimum	\$50.00/hour
Street Cleaning		Cost, plus 10%
Fines - ROW Use Permits	Failure to Call for Inspection	\$1,000.00
NON-FRANCHISE		
Right of Way Use Permit	Incls. permit, inspect., review	\$500.00
Street Cleaning		Cost, plus 10%
Fines - ROW Use Permits	Failure to Call for Inspection	\$1,000.00
Public Works Variance	Application and Review Fee	\$1,000.00
	Professional Services	Actual costs plus 10%
Street Signs Charge	Sign Purchase	Actual costs plus 10%
	Installation	Hourly Rates
Street, Alley, City Property	Application Fees	\$750.00
Vacations	Deposit	\$1,000.00
Unauthorized connection	No meter present or bypassing	\$1,200.00
Meter Testing charge		Costs plus actual staff time
Customer Requested Turn Off	After Business Hours	2 Hour Minimum
WATER SERVICE CHARGES		
LIFELINE UTILITY RELIEF RATE		
	City water, sewer and stormwater only (excluding KC Metro and Soos Creek rates)	50%
DROP IN METER CHARGES		
5/8" meter	City Installed	\$500.00
3/4" meter	City Installed	\$500.00
1" meter	City Installed	\$600.00
1-1/2" meter thru 6" meter	City Installed	Meter cost, plus 10%
Irrigation 5/8" meter	City Installed	\$500.00
Installation of water service charges	Homeowner incurs ALL costs, plus deposit Per BDMC 13.04.050	Deposit \$1,000.00
Installation Re-Inspection Fees		Hourly rates, 30 min. minimum
Connection Fee		Per BDMC 13.04.280
Door Hanger Charge, Warning		\$10.00
Door Hanger w/Shut Off		\$20.00
Unpaid Account Reconnect		
Fee	During Working Hours	\$25.00
	After Working Hours	1 1/2 time, 2hr. minimum
	Holidays	Double time, 2hr. minimum
Lien Release		\$120.00
Meter Rental/water purchase	Collect Deposit, Connection Fee, Rental Rate	Deposit \$1,000.00
	Connection Fee dbl. current basic rate plus	Rental, per day \$25.00
	Connection Fee dbl. current basic rate plus	Rental, per week \$100.00
	Connection Fee dbl. current basic rate plus	Rental, per month \$250.00

Proposed 2009 FEE SCHEDULE
08-20-09

EXHIBIT A

Water Investigation Certificates		
	Residential	\$100.00
	Multi Family, Commercial	\$200.00
	Industrial, Public Use	\$200.00
Hydraulic Model for Water System	Deposit	\$500.00
Non Account Water Purchase		Double out of city rates
Water Equipment and Parts		Actual Cost plus 10%
VARIOUS SEWER CHARGES		
Connection Fee		Per BDMC 13.20.080
Sewer Investigation Certificates		
	Residential	\$100.00
	Multi-Family, Commercial, Industrial, Public Use	\$200.00
Engineered Hydraulic Flows to Sewer System	Deposit	\$1,000.00
Side Sewer Re-inspection Fees		Hourly rate, 30 min. minimum
PW Plan Review		
CLEARING AND GRADING	DESCRIPTION	FEE
Clearing and Grading Permit	Permit Fee	\$190.00
	Review Fee	See page 14
	Inspection Fee	3% of total cost of the project
	Consultant Review	Professional Services + 10%
Civil Plan Permit	Permit Fee	\$300.00
Commercial/Multi-Family and Short Plat Projects	Review Fee	See page 14
	Inspection Fee	3% of total cost of the project
	Consultant Review	Professional Services + 10%
Civil Plan Permit	Permit Fee	\$1,370.00
Long Plat Projects	Review Fee	See page 14
	Inspection Fee	3% of total cost of the project
	Consultant Review	Professional Services + 10%
ALL UTILITY EMERGENCY CALL OUT CHARGES		
Emergency Repair	Working hours, if prior locate	Time and materials
	Working hours, if no locate	3 times, time and materials
	After hours, if prior locate	1 1/2 Time and materials
	After hours, no locate	3 Times, 1 1/2 time and material
	Holidays	Double time to above rates
Equipment Fee without Operator	City Dump Truck	\$75.00 per hour
	City Vehicle	\$50 per hour
	City Backhoe	\$75.00 per hour
	Miscellaneous Utility Equipment	\$25.00 per hour
	Parts	Cost plus 10%

Proposed 2009 FEE SCHEDULE
08-20-09

EXHIBIT A

CEMETERY	DESCRIPTION	FEE
Opening and Closing	For Normal Lots	\$500.00
Opening and Closing	For Cremation	\$100.00
Single Lot Purchase		\$1,500.00
Double Lot Purchase (2 lots)		\$2,500.00
Saturday Service - Burial	11 a.m. to 1 p.m.	\$1,000.00
Saturday Service - Cremation	11 a.m. to 1 p.m.	\$250.00
Liner		Actual Cost plus 10%
Liner Setting Fee		\$250.00
Vault		Actual Cost plus 10%
Vault Setting Fee		\$250.00
Niche	Single	\$325.00
	Double	\$425.00
Head Stone Placement	Normal, up to 44" x 20"	\$100.00
	Oversized Stone	.15 per square inch
Exhumation		Lesser of \$5,000.00 or Actual Contract Cost
PLANNING, LAND USE	DESCRIPTION	FEE
Preliminary Long Plat Review	Application Fee	\$2,000.00
	Per Lot Charge	\$100.00
	Deposit	\$10,000.00
	Time Extension	\$1,000.00
Final Long Plat	Application Fee	\$1,500.00
	Per Lot Charge	\$100.00
	Deposit	\$7,500.00
Binding Site Plan	Application Fee	\$1,500.00
	Per Lot Charge	\$100.00
	Deposit	\$7,500.00
Short Plat	Application Fee	\$750.00
	Per Lot Charge	\$100.00
	Deposit	\$1,500.00
Lot Line Adjustments	Residential Application Fee	\$300.00
	Others Non-Residential	\$600.00
	Deposit	\$1,000.00
Mobile Home Park Application	Application Fee	\$5,000.00
	Per Unit Charge	\$50.00
	Deposit	\$2,500.00
Master Plan Developmen	Application Fee	\$25,000.00
	Deposit	\$75,000.00

Proposed 2009 FEE SCHEDULE
08-20-09

EXHIBIT A

Annexation Fees	Deposit	\$10,000.00
	10% Notice of Intent	\$1,000.00
	60% Petition	\$5,000.00
Conditional Use/Special Use Permit	Application Fee	\$800.00
	Deposit	\$1,000.00
Accessory Dwelling Unit	Application Fee	\$250.00
Variance	Single Family	\$300.00
	Others	\$600.00
	Deposit (Non-Single Family Only)	\$1,000.00
Plat Inspections	Construction	Actual Staff Hours
	Deposit	\$5,000.00
Shoreline Exemption Determination	Application Fee	\$100.00
Shorelines Substantial	Application Fee	\$500.00
	Deposit	\$1,000.00
Shorelines Variance	Application Fee	\$500.00
	Deposit	\$1,000.00
Shorelines Conditional Use	Permit Fee	\$500.00
	Deposit	\$1,000.00
Site Plan Review	Residential Application Fee	\$1,000.00
	Deposit	\$2,000.00
	Commercial Application Fee	\$1,500.00
	Deposit	\$3,500.00
Comprehensive Plan Amendment Request	Application Fee	\$1,000.00
	Deposit	\$3,500.00
Rezone Application	Application Fee	\$1,200.00
	Deposit	\$3,500.00
Temporary Watchmans Quarters	1st Six Months	\$275.00
	Seven to Twelve Months	\$525.00
	Thirteen to Eighteen Months	\$1,050.00
	Doubling in succeeding 6 month	\$2,100.00 and up
SEPA Checklist	Checklist w/planning permit	\$400.00
	Additional fee per required study	\$250.00
	Checklist w/o planning permit	\$500.00
	Deposit	\$1,000.00
SEPA Appeals		\$500.00
Appeal on Land Use/Sensitive Areas	Appeal Fee	\$500.00
Environmental Impact Statement	City Preparation Time Charged	Consultant plus 10%
	Deposit	\$75,000.00

Proposed 2009 FEE SCHEDULE
08-20-09

EXHIBIT A

Temporary Use Permit	Residential-Permit for first 6 months	\$150.00
	1 six month extention (not to exceed 12 total months)	\$240.00
	All Others-Permit for first 6 months	\$300.00
	1 six month extention (not to exceed 12 total months)	\$400.00
TDR Application		\$250.00
Each TDR Development Credit		\$50.00
U.L.I.D. or L.I.D.	City Costs	Actual costs plus 10%
Tree Permit	Level I	\$250.00
	Level II	\$500.00
Reasonable Use Exception	Application Fee	\$300.00
Sensitive Areas Permit	Application Fee	\$600.00
	Deposit	\$1,000.00
Sensitive Areas Utility Exception	Application Fee	\$750.00
	Deposit	\$1,500.00
Mobile Homes Landing	Landing Permit	Refer to BDMC 18.56.030d
Public Notice Boards	Cost per each required sign	\$100.00
CITY STAFF FEES	DESCRIPTION	FEE PER HOUR
City Administrator	Per Hour	\$93.00
Assistant City Administrator/City Clerk	Per Hour	\$77.00
Deputy City Clerk	Per Hour	\$45.00
Finance Director	Per Hour	\$74.00
Deputy Finance Director	Per Hour	\$61.00
Senior Accountant	Pe Hour	\$28.00
Community Devel. Director	Per Hour	\$70.00
Permit Technician Supervisor	Per Hour	\$50.00
Permit Technician	Per Hour	\$45.00
Economic Devel. Director	Per Hour	\$77.00
Natural Resources	Per Hour	\$71.00
Building Official-Compliance	Per Hour	Per Contract + 10%
Public Works Director	Per Hour	\$75.00
Utilities Supervisor	Per Hour	\$74.00
Utility Operator	Per Hour	\$45.00
Utility Worker	Per Hour	\$41.00
Facilities Coordinator	Per Hour	\$50.00
Construction Inspection	Per Hour	\$99.00
Police Chief	Per Hour	\$86.00
Police Officer w/vehicle	Per Hour	\$85.00
Police Officer w/o vehicle	Per Hour	\$60.00
City Planner	Per Hour	\$48.00
Information Services Manager	Per Hour	\$69.00
Clerical Staff	Per Hour	\$25.00
City Engineer		Per Contract + 10%
City Attorney		Per Contract + 10%
Landscape Architect		Per Contract + 10%
Consultant Planner		Per Contract + 10%
Other Consult. or Contractors		Per Contract + 10%
Contract Administration		Per Contract + 10%
Hearing Examiner		Per Contract + 10%

Proposed 2009 FEE SCHEDULE
08-20-09

EXHIBIT A

BDMC 2.62.012 may require the posting of a deposit and payment of actual city costs for certain permits

Deposits that are listed on the General Fee Schedule are required to be paid in addition to the Permit Fees at the time of application.

The deposit is used to cover actual staff cost, engineering, and /or other professional consultant costs plus 10%

Deposits and costs will be tracked on a monthly basis. If the costs exceed the deposit, an additional deposit invoice will be sent in writing. If the additional deposit is not paid within 30 days, the city may discontinue review or work on the project or deem the project incomplete.

At the end of the project, the city will invoice in writing any final costs over the deposits, or refund any remaining balance to the person who made the deposit. Final invoices are due within 30 days.

BUILDING DEPARTMENT	DESCRIPTION	FEE
Building Permits		\$ Based on Currently Adopted
Plan Check Fees		Uniform Building Code, Uniform
Plumbing & Mechanical Fees		Plumbing Code and
Others		Uniform Mechanical Code
		and Uniform Fire Code
BUILDING APPLICATION FEES		
Building Valuation Chart	Project Valuation determines permit fee	See page 10
New Single Family Res. Review	Deposit	Plan Check Fee (65% permit fee)
Building- addition, repair, alteration (including decks & out-blds)	Deposit	Plan Check Fee (65% permit fee)
Commercial/Multi-family Bldg.	Deposit	Plan Check Fee (65% permit fee)
Demo - SFR, out-building etc.		Permit Fee 120.00 + 1,000.00 Dep.
Relocation Permit	incl mfg home	\$200.00
Plumbing Fee List	Flat fee plus fixture fee	See page 11
Mechanical Fee List	Flat fee plus fixture fee	See page 12 and page 13
Fire Sprinkler/Alarm System	permit fee	\$120.00
Fire Sprinkler/Alarm System Review	plan review & inspection fee	per contract + 10%
Driveway (stand alone)	expansion & new	\$200.00
Residential LPG Tanks	Base Fee	\$120.00
	Tank Under 125 gallons, add.	\$45.00
	126 to 500 gallons, additional	\$70.00
	501 gallons and up, additional	\$95.00
	Each 500 gallons additional	\$120.00
BUSINESS LICENSE	DESCRIPTION	FEE
Empolyess 0-50		Initial Fee \$70 Renewal \$60
Employees 51-100		Initial Fee \$130 Renewal \$120
Employees 101 or more		Initial Fee \$210 Renewal \$200
Duplicate Business License		\$10.00
Penalty, Late Payment	Feb 1 - 28, 2009	\$10.00
	Mar 1 - 31, 2009	\$20.00
	April 1 -30, 2009	\$30.00
	May 1 and after	Double Renewal Fee

Proposed 2009 FEE SCHEDULE
08-20-09

EXHIBIT A

SPECIAL LICENSES	DESCRIPTION	FEE
Carnivals, circus and shows	Per Event	\$50.00
Cabaret	Per Event	\$75.00
	Per Year	\$150.00
Solicitors and Mobile Vendors	Per Day	\$15.00
	Per Month	\$50.00
	Per Year	\$150.00
Amusement Devices	Per Machine, per year	\$25.00
Adult Entertainment License	Per Establishment	\$1,000.00
	Operator License	\$100.00
	Employees License	\$50.00
Pawnbrokers	Yearly License	\$100.00
Firearms Dealers License	Federal Firearms License, yearly	\$250.00
Outdoor Advertising		See Sign Ordinance
Temp. Fireworks Stanc	Permit	\$100.00
	Removal Bond	\$750.00
CITY PARK PERMIT FEES		
Liquor Use Permit	Per Event	\$25.00
Overnight Camping Permit		\$10.00
Vending Permit		\$50.00
Overnight Moorage Permit		\$10.00
MISC. FEES/PLAN COPIES	DESCRIPTION	FEE
Photocopying	Per Page	\$0.15
Duplication Audio Tapes CD's	Per TapeCD	\$10.00
Notary Public Work		\$10.00
Return Check Fee/Credit Card Denial		\$35.00
Return Check Fee plus Door Hanger		
For Utility Payments		\$45.00
Travel Documents (see below)		
Passport Applications must be accompanied by 2 checks, one for the passport fee and one for the execution fee.		
The passport fee check is made payable to the US Department of State. The execution fee check is made payable to the City of Black Diamond.		
Passport Book		
Passport Fee **	Age 16 and Over	\$75.00
Execution Fee		\$25.00
		Total \$100.00
Passport Fee **	Under Age 16	\$60.00
Execution Fee		\$25.00
		Total \$85.00

Proposed 2009 FEE SCHEDULE
08-20-09

EXHIBIT A

Passport Card		
Passport Fee **	Age 16 and Over	\$20.00
Execution Fee		\$25.00
		Total \$45.00
Passport Fee **	Under Age 16	\$10.00
Execution Fee		\$25.00
		Total \$35.00
Passport Book and Passport Card		
Passport Fee **	Age 16 and Over	\$95.00
Execution Fee		\$25.00
		Total \$120.00
Passport Fee **	Under Age 16	\$70.00
Execution Fee		\$25.00
		Total \$95.00
Expediting Fee (Book Only)		\$60.00
**Other conditions and restrictions may apply, see City Clerk's office for more details		
Computer Printout List	Set Up Fee	\$25.00
	1st 100 pages of Printout	\$0.20
	All Additional Pages	\$0.20
City of Black Diamond Maps		\$5.00
Black Diamond Zoning Map		\$10.00
Zoning Ordinance		\$50.00
Comprehensive Plan		\$85.00
Water Comp. Plan		\$80.00
Sewer Comp. Plan		\$80.00
Municipal Code		Current Publishing Price
Public Works Standards		\$50.00
Stormwater Ordinance		\$25.00
BD Design Standards+Guidelines		\$50.00
- Each Section		\$10.00
TYPE OF SIGN	DESCRIPTION	FEE
Wall Sign, non electric	25-50sq ft, 51-99sq ft, 100+ sq ft	\$100.00, \$150.00, \$200.00
Wall Sign, electric	25-50sq ft, 51-99sq ft, 100+ sq ft	\$120.00, \$170.00, \$220.00
Ground, nonelectric	25-50sq ft, 51-99sq ft, 100+ sq ft	\$140.00, \$190.00, \$240.00
Ground, electric	25-50sq ft, 51-99sq ft, 100+ sq ft	\$160.00, \$210.00, \$260.00
All signs less than 25 sq feet		\$90.00
Change of sign, all sizes		\$90.00

Proposed 2009 FEE SCHEDULE
08-20-09

EXHIBIT A

Variance application		Per Fee Schedule
Sign Permit Review	Per Hour	\$47.00
Temporary Sign		\$5.00

2009 FEE SCHEDULE
Adopted 05-21-09

EXHIBIT B

POLICE	DESCRIPTION	FEE
Animal License		By King County Ordinance
Fingerprinting	Non-Resident	\$15.00
Fingerprinting	Resident	\$10.00
Fingerprinting (FBI Fee)	For original permits only	\$19.25
Electronic Monitoring (Per Contract)		
Electronic Monitoring (Police)	Per Day, payable in advance	\$17.00
Hook Up Fee	One Time Application Fee (non-refundable)	\$25.00
	within 20 mile radius	Current IRS Rate
Deposit		\$350.00
Hook Up Fee	One Time Charge	Current IRS Rate
	outside 20 mile radius	
Concealed Weapons Permit	See Fingerprint fees above	
Original	Original Permit, see above	\$55.25
Renewal	Valid Permit Renewal	\$32.00
Late	Within 90 days after expiration	\$42.00
Replacement		\$10.00
Process Service		\$25.00
Mileage for process service		Current IRS Rate
False Alarm Responses	First Occurrence	None
	Second Occurrence per year	\$50.00
	Third or more per year	\$75.00
Discovery	No charge for one copy of documents provided in compliance with defense request on Muni Court cases	
	others:	\$0.15
Civil Service Testing	Per Applicant	Contract w/Public Safety Testing
Work Release	Per day, payable in advance	Contract Amount
Traffic Safety School		\$200.00
Booking Processing Fee	Per booking	Contract Rate
Police Reports	Per Case Reports	\$0.15 per page
Photographs		
Copies	each	\$0.15
Originals	each	\$8.00
Video Tape Reproduction	each	\$50.00
CD Reproduction	each	\$10.00
Audio Tape Reproduction	each	\$10.00
Expurgements		\$35.00
Firearms Clearance Letter	For Foreign Countries	\$15.00
Local Record Clearance Letter	In-House Records Check	\$15.00
Vehicle Storage	For other PD only, per day	\$1.50

2009 FEE SCHEDULE
Adopted 05-21-09

EXHIBIT B

STREETS	DESCRIPTION	FEE
FRANCHISE		
Right of Way Use Permit	Incl. 2 Inspect. & 1/2 hr. City Review	\$250.00
Franchise Extra Inspection	1 hour minimum	\$95.00/hour
Franchise Extra City Staff Review	1 hour minimum	\$50.00/hour
Street Cleaning		Cost, plus 10%
Fines - ROW Use Permits	Failure to Call for Inspection	\$1,000.00
NON-FRANCHISE		
Right of Way Use Permit	Incls. permit, inspect., review	\$500.00
Street Cleaning		Cost, plus 10%
Fines - ROW Use Permits	Failure to Call for Inspection	\$1,000.00
Public Works Variance	Application and Review Fee	\$1,000.00
	Professional Services	Actual costs plus 10%
Street Signs Charge	Sign Purchase	Actual costs plus 10%
	Installation	Hourly Rates
Street, Alley, City Property	Application Fees	\$750.00
Vacations	Deposit	\$1,000.00
Unauthorized connection	No meter present or bypassing	\$1,200.00
Meter Testing charge		Costs plus actual staff time
Customer Requested Turn Off	After Business Hours	2 Hour Minimum
WATER SERVICE CHARGES		
LIFELINE UTILITY RELIEF RATE		
	City water, sewer and stormwater only (excluding KC Metro and Soos Creek rates)	50%
DROP IN METER CHARGES		
5/8" meter	City Installed	\$500.00
3/4" meter	City Installed	\$500.00
1" meter	City Installed	\$600.00
1-1/2" meter thru 6" meter	City Installed	Meter cost, plus 10%
Irrigation 5/8" meter	City Installed	\$500.00
Installation of water service charges	Homeowner incurs ALL costs, plus deposit Per BDMC 13.04.050	Deposit \$1,000.00
Installation Re-Inspection Fees		Hourly rates, 30 min. minimum
Connection Fee		Per BDMC 13.04.280
Door Hanger Charge, Warning		\$10.00
Door Hanger w/Shut Off		\$20.00
Unpaid Account Reconnect		
Fee	During Working Hours	\$25.00
	After Working Hours	1 1/2 time, 2hr. minimum
	Holidays	Double time, 2hr. minimum
Lien Release		\$120.00
Meter Rental/water purchase	Collect Deposit, Connection Fee, Rental Rate	Deposit \$1,000.00
	Connection Fee dbl. current basic rate plus	Rental, per day \$25.00
	Connection Fee dbl. current basic rate plus	Rental, per week \$100.00
	Connection Fee dbl. current basic rate plus	Rental, per month \$250.00

2009 FEE SCHEDULE
Adopted 05-21-09

EXHIBIT B

Water Investigation Certificates		
	Residential	\$100.00
	Multi Family, Commercial	\$200.00
	Industrial, Public Use	\$200.00
Hydraulic Model for Water System	Deposit	\$500.00
Non Account Water Purchase		Double out of city rates
Water Equipment and Parts		Actual Cost plus 10%
VARIOUS SEWER CHARGES		
Connection Fee		Per BDMC 13.20.080
Sewer Investigation Certificates		
	Residential	\$100.00
	Multi-Family, Commercial, Industrial, Public Use	\$200.00
Engineered Hydraulic Flows to Sewer System	Deposit	\$1,000.00
Side Sewer Re-inspection Fees		Hourly rate, 30 min. minimum
PW Plan Review		
CLEARING AND GRADING	DESCRIPTION	FEE
Clearing and Grading Permit	Permit Fee	\$190.00
	Review Fee	See page 14
	Inspection Fee	3% of total cost of the project
	Consultant Review	Professional Services + 10%
Civil Plan Permit	Permit Fee	\$300.00
Commercial/Multi-Family and Short Plat Projects	Review Fee	See page 14
	Inspection Fee	3% of total cost of the project
	Consultant Review	Professional Services + 10%
Civil Plan Permit	Permit Fee	\$1,370.00
Long Plat Projects	Review Fee	See page 14
	Inspection Fee	3% of total cost of the project
	Consultant Review	Professional Services + 10%
ALL UTILITY EMERGENCY CALL OUT CHARGES		
Emergency Repair	Working hours, if prior locate	Time and materials
	Working hours, if no locate	3 times, time and materials
	After hours, if prior locate	1 1/2 Time and materials
	After hours, no locate	3 Times, 1 1/2 time and material
	Holidays	Double time to above rates
Equipment Fee without Operator	City Dump Truck	\$75.00 per hour
	City Vehicle	\$50 per hour
	City Backhoe	\$75.00 per hour
	Miscellaneous Utility Equipment	\$25.00 per hour
	Parts	Cost plus 10%

2009 FEE SCHEDULE
Adopted 05-21-09

EXHIBIT B

CEMETERY	DESCRIPTION	FEE
Opening and Closing	For Normal Lots	\$500.00
Opening and Closing	For Cremation	\$100.00
Single Lot Purchase		\$1,500.00
Double Lot Purchase (2 lots)		\$2,500.00
Saturday Service - Burial	11 a.m. to 1 p.m.	\$1,000.00
Saturday Service - Cremation	11 a.m. to 1 p.m.	\$250.00
Liner		Actual Cost plus 10%
Liner Setting Fee		\$250.00
Vault		Actual Cost plus 10%
Vault Setting Fee		\$250.00
Niche	Single	\$325.00
	Double	\$425.00
Head Stone Placement	Normal, up to 44" x 20"	\$100.00
	Oversized Stone	.15 per square inch
Exhumation		Lesser of \$5,000.00 or Actual Contract Cost
PLANNING, LAND USE	DESCRIPTION	FEE
Preliminary Long Plat Review	Application Fee	\$2,000.00
	Per Lot Charge	\$100.00
	Deposit	\$10,000.00
	Time Extension	\$1,000.00
Final Long Plat	Application Fee	\$1,500.00
	Per Lot Charge	\$100.00
	Deposit	\$7,500.00
Binding Site Plan	Application Fee	\$1,500.00
	Per Lot Charge	\$100.00
	Deposit	\$7,500.00
Short Plat	Application Fee	\$750.00
	Per Lot Charge	\$100.00
	Deposit	\$1,500.00
Lot Line Adjustments	Residential Application Fee	\$300.00
	Others Non-Residential	\$600.00
	Deposit	\$1,000.00
Mobile Home Park Application	Application Fee	\$5,000.00
	Per Unit Charge	\$50.00
	Deposit	\$2,500.00
Master Plan Developmen	Application Fee	\$25,000.00
	Deposit	\$75,000.00

2009 FEE SCHEDULE
Adopted 05-21-09

EXHIBIT B

Annexation Fees	Deposit	\$10,000.00
	10% Notice of Intent	\$1,000.00
	60% Petition	\$5,000.00
Conditional Use/Special Use Permit	Application Fee	\$800.00
	Deposit	\$1,000.00
Accessory Dwelling Unit	Application Fee	\$250.00
Variance	Single Family	\$300.00
	Others	\$600.00
	Deposit (Non-Single Family Only)	\$1,000.00
Plat Inspections	Construction	Actual Staff Hours
	Deposit	\$5,000.00
Shoreline Exemption Determination	Application Fee	\$100.00
Shorelines Substantial	Application Fee	\$500.00
	Deposit	\$1,000.00
Shorelines Variance	Application Fee	\$500.00
	Deposit	\$1,000.00
Shorelines Conditional Use	Permit Fee	\$500.00
	Deposit	\$1,000.00
Site Plan Review	Residential Application Fee	\$1,000.00
	Deposit	\$2,000.00
	Commercial Application Fee	\$1,500.00
	Deposit	\$3,500.00
Comprehensive Plan Amendment Request	Application Fee	\$1,000.00
	Deposit	\$3,500.00
Rezone Application	Application Fee	\$1,200.00
	Deposit	\$3,500.00
Temporary Watchmans Quarters	1st Six Months	\$275.00
	Seven to Twelve Months	\$525.00
	Thirteen to Eighteen Months	\$1,050.00
	Doubling in succeeding 6 month	\$2,100.00 and up
SEPA Checklist	Checklist w/planning permit	\$400.00
	Additional fee per required study	\$250.00
	Checklist w/o planning permit	\$500.00
	Deposit	\$1,000.00
SEPA Appeals		\$500.00
Appeal on Land Use/Sensitive Areas	Appeal Fee	\$500.00
Environmental Impact Statement	City Preparation Time Charged	Consultant plus 10%
	Deposit	\$75,000.00

2009 FEE SCHEDULE
Adopted 05-21-09

EXHIBIT B

Temporary Use Permit	Residential-Permit for first 6 months	\$150.00
	1 six month extention (not to exceed 12 total months)	\$240.00
	All Others-Permit for first 6 months	\$300.00
	1 six month extention (not to exceed 12 total months)	\$400.00
TDR Application		\$250.00
Each TDR Development Credit		\$50.00
U.L.I.D. or L.I.D.	City Costs	Actual costs plus 10%
Tree Permit	Level I	\$250.00
	Level II	\$500.00
Reasonable Use Exception	Application Fee	\$300.00
Sensitive Areas Permit	Application Fee	\$600.00
	Deposit	\$1,000.00
Sensitive Areas Utility Exception	Application Fee	\$750.00
	Deposit	\$1,500.00
Mobile Homes Landing	Landing Permit	Refer to BDMC 18.56.030d
Public Notice Boards	Cost per each required sign	\$100.00
CITY STAFF FEES	DESCRIPTION	FEE PER HOUR
City Administrator	Per Hour	\$93.00
Assistant City Administrator/City Clerk	Per Hour	\$77.00
Deputy City Clerk	Per Hour	\$45.00
Finance Director	Per Hour	\$74.00
Deputy Finance Director	Per Hour	\$61.00
Senior Accountant	Pe Hour	\$28.00
Community Devel. Director	Per Hour	\$70.00
Permit Technician Supervisor	Per Hour	\$50.00
Permit Technician	Per Hour	\$45.00
Economic Devel. Director	Per Hour	\$77.00
Natural Resources	Per Hour	\$71.00
Building Official-Compliance	Per Hour	Per Contract + 10%
Public Works Director	Per Hour	\$75.00
Utilities Supervisor	Per Hour	\$74.00
Utility Operator	Per Hour	\$45.00
Utility Worker	Per Hour	\$41.00
Facilities Coordinator	Per Hour	\$50.00
Construction Inspection	Per Hour	\$99.00
Police Chief	Per Hour	\$86.00
Police Officer w/vehicle	Per Hour	\$85.00
Police Officer w/o vehicle	Per Hour	\$60.00
City Planner	Per Hour	\$48.00
Information Services Manager	Per Hour	\$69.00
Clerical Staff	Per Hour	\$25.00
City Engineer		Per Contract + 10%
City Attorney		Per Contract + 10%
Landscape Architect		Per Contract + 10%
Consultant Planner		Per Contract + 10%
Other Consult. or Contractors		Per Contract + 10%
Contract Administration		Per Contract + 10%
Hearing Examiner		Per Contract + 10%

BDMC 2.62.012 may require the posting of a deposit and payment of actual city costs for certain permits

Deposits that are listed on the General Fee Schedule are required to be paid in addition to the Permit Fees at the time of application.

The deposit is used to cover actual staff cost, engineering, and /or other professional consultant costs plus 10%

Deposits and costs will be tracked on a monthly basis. If the costs exceed the deposit, an additional deposit invoice will be sent in writing. If the additional deposit is not paid within 30 days, the city may discontinue review or work on the project or deem the project incomplete.

At the end of the project, the city will invoice in writing any final costs over the deposits, or refund any remaining balance to the person who made the deposit. Final invoices are due within 30 days.

BUILDING DEPARTMENT	DESCRIPTION	FEE
Building Permits		\$ Based on Currently Adopted
Plan Check Fees		Uniform Building Code, Uniform
Plumbing & Mechanical Fees		Plumbing Code and
Others		Uniform Mechanical Code
		and Uniform Fire Code
BUILDING APPLICATION FEES		
Building Valuation Chart	Project Valuation determines permit fee	See page 10
New Single Family Res. Review	Deposit	Plan Check Fee (65% permit fee)
Building- addition, repair, alteration (including decks & out-blds)	Deposit	Plan Check Fee (65% permit fee)
Commercial/Multi-family Bldg.	Deposit	Plan Check Fee (65% permit fee)
Demo - SFR, out-building etc.		Permit Fee 120.00 + 1,000.00 Dep.
Relocation Permit	incl mfg home	\$200.00
Plumbing Fee List	Flat fee plus fixture fee	See page 11
Mechanical Fee List	Flat fee plus fixture fee	See page 12 and page 13
Fire Sprinkler/Alarm System	permit fee	\$120.00
Fire Sprinkler/Alarm System Review	plan review & inspection fee	per contract + 10%
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Duplicate Business License		\$10.00
Penalty, Late Payment	Feb 1 - 28, 2009	\$10.00
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	May 1 and after	Double Renewal Fee

2009 FEE SCHEDULE
Adopted 05-21-09

EXHIBIT B

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	Per Year	\$150.00
Solicitors and Mobile Vendors	Per Day	\$15.00
	Per Month	\$50.00
	Per Year	\$150.00
Amusement Devices	Per Machine, per year	\$25.00
Adult Entertainment License	Per Establishment	\$1,000.00
	Operator License	\$100.00
	Employees License	\$50.00
Pawnbrokers	Yearly License	\$100.00
Firearms Dealers License	Federal Firearms License, yearly	\$250.00
Outdoor Advertising		See Sign Ordinance
Temp. Fireworks Stanc	Permit	\$100.00
	Removal Bond	\$750.00
MISC. FEES/PLAN COPIES	DESCRIPTION	FEE
Photocopying	Per Page	\$0.15
Duplication Audio Tapes CD's	Per TapeCD	\$10.00
Notary Public Work		\$10.00
Return Check Fee/Credit Card Denial		\$35.00
Return Check Fee plus Door Hanger For Utility Payments		\$45.00
Computer Printout List	Set Up Fee	\$25.00
	1st 100 pages of Printout	\$0.20
	All Additional Pages	\$0.20
City of Black Diamond Maps		\$5.00
Black Diamond Zoning Map		\$10.00
Zoning Ordinance		\$50.00
Comprehensive Plan		\$85.00
Water Comp. Plan		\$80.00
Sewer Comp. Plan		\$80.00
Municipal Code		Current Publishing Price
Public Works Standards		\$50.00

2009 FEE SCHEDULE
Adopted 05-21-09

EXHIBIT B

Stormwater Ordinance		\$25.00
BD Design Standards+Guidlines		\$50.00
- Each Section		\$10.00
TYPE OF SIGN	DESCRIPTION	FEE
Wall Sign, non electric	25-50sq ft, 51-99sq ft, 100+ sq ft	\$100.00, \$150.00, \$200.00
Wall Sign, electric	25-50sq ft, 51-99sq ft, 100+ sq ft	\$120.00, \$170.00, \$220.00
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Variance application		Per Fee Schedule
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