

05/04/99

Introduced By: Jane Hague

Clerk 05/10/99

Proposed No.: 1999-0270

ORDINANCE NO. 13566

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AN ORDINANCE making a supplemental appropriation of \$66,465 to the department of development and environmental services to support implementation of the Black Diamond urban growth area agreement from the current expense fund and authorizing the King County executive to enter into a joint funding and implementation agreement with the city of Black Diamond, Plum Creek Timber company and Palmer Coking Coal company; and amending the 1999 Budget Ordinance, Ordinance 13340, Sections 42 and 90, as amended.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. There is hereby approved and adopted a supplemental appropriation of \$66,465 from the unappropriated fund balance.

SECTION 2. Ordinance 13340, Section 42, as amended, is hereby amended by adding there to and inserting therein the following:

CX FUND TRANSFERS - From the current expense fund there is hereby appropriated to:

CX fund transfers \$66,465

SECTION 3. Ordinance 13340, Section 90, as amended, is hereby amended by adding there to and inserting therein the following:

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DEVELOPMENT AND ENVIRONMENTAL SERVICES (DDES) – From the

development and environmental services fund there is hereby appropriated to:

Development and environmental services (DDES)	\$66,465
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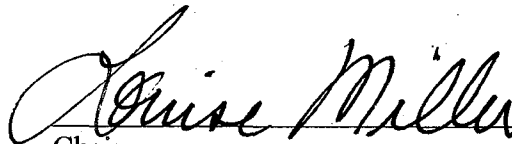
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SECTION 4. The county executive is hereby authorized to execute an interlocal agreement, substantially in the forms attached, with the city of Black Diamond, Plum Creek Timber company, L.P. and Palmer Coking Coal company to establish the terms of King County's dedication of \$66,465. The agreement includes a provision that the county will not be requested to make additional financial contributions to the coordination of planning activities in future years.

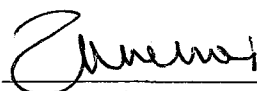
INTRODUCED AND READ for the first time this 17th day of May, 1999.

PASSED by a vote of 10 to 0 this 28th day of June, 1999.

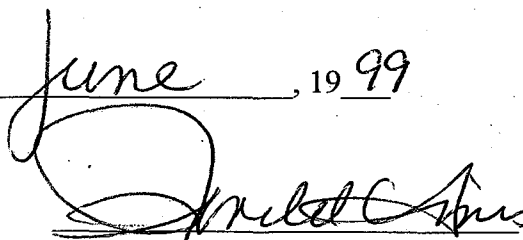
KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Chair

ATTEST:


Clerk of the Council

APPROVED this 30 day of June, 19 99


King County Executive

Attachments: None

1999 JOINT FUNDING AND IMPLEMENTATION AGREEMENT**IN SUPPORT OF****BLACK DIAMOND URBAN GROWTH AREA AGREEMENT**

THIS AGREEMENT is entered into by and between King County ("County"), the City of Black Diamond ("City"), Plum Creek Timber Company, L.P. ("Plum Creek") and Palmer Coking Coal Company ("Palmer Coking Coal").

WHEREAS, the Parties to this Funding Agreement executed the Black Diamond Urban Growth Area Agreement ("Black Diamond UGA Agreement") on December 31, 1996; and

WHEREAS, Section 8.1 of the Black Diamond UGA Agreement outlined a number of important implementation activities expected to occur over a period of at least five (5) years beginning in 1997; and

WHEREAS, the Parties initially agreed pursuant to Section 8.2 of the Black Diamond UGA Agreement to jointly fund various implementation activities expected to have been completed in 1997 ("1997 Implementation Activities") in accordance with a letter of understanding attached to the Black Diamond UGA Agreement as Exhibit J; and

WHEREAS, the Parties agreed pursuant to Section 8.2 of the Black Diamond UGA Agreement to negotiate additional joint funding and implementation agreements to support the remaining planning efforts outlined in Section 8.1 of the Black Diamond UGA Agreement and expected to extend through at least 2001; and

WHEREAS, the Parties agreed pursuant to the letter of understanding attached to the Black Diamond UGA Agreement as Exhibit J to reach annual budget and cost sharing agreements to implement the remaining planning efforts outlined in Section 8.1 of the Black Diamond UGA Agreement; and

WHEREAS, the County and the City agreed pursuant to the letter of understanding attached to the Black Diamond UGA Agreement as Exhibit J to use their best efforts to secure a public share of the implementation costs for the Black Diamond UGA Agreement for 1998 and subsequent years, in the form of staff support, funding, loans, grants or other resources; and

WHEREAS, work in connection with the planning efforts outlined in Section 8.1 of the Black Diamond UGA Agreement continued during 1998 pursuant to a budget and cost sharing agreement agreed to by the Parties for that year; and

WHEREAS, several important implementation activities initially expected to have been completed during 1998 must now be completed during 1999; and

WHEREAS, the implementation activities the Parties will be completed during 1999 include: (1) the revision and adoption of City land use, water and sewer comprehensive plans, (2) new design standards, (3) new development regulations, and (4) the preparation and implementation of a Joint Marketing Plan for economic development purposes; and

WHEREAS, the funding necessary to support these implementation activities, including all available carry-over funding, will be exhausted and all implementation activities will cease as of April 30, 1999 in the absence of a new budget and cost sharing agreement between the Parties; and

WHEREAS, the Parties wish now to reach such a budget and cost sharing agreement for 1999,

NOW, THEREFORE, the County, City, Plum Creek and Palmer Coking Coal do hereby covenant and agree as follows:

1. **Funding and Services for 1999 Implementation Activities.** The Parties shall provide funding and/or services for the 1999 implementation activities referenced in Section 8.1 of the Black Diamond UGA Agreement and the 1999 budget and work plan attached hereto as Appendix A as follows:

(a) **King County**

(1) The County shall provide technical assistance in preparing grant and other funding source applications for alternative funding sources for the Black Diamond UGA Agreement implementation activities. This responsibility shall continue until all of the implementation activities set forth in Section 8.1 of the Black Diamond UGA Agreement have been successfully completed, unless the Black Diamond UGA Agreement has been earlier terminated.

(2) The County shall provide technical assistance for economic development activities for the existing City and proposed UGA area. This responsibility shall continue until all of the implementation activities set forth in Section 8.1 of the Black Diamond UGA Agreement have been successfully completed, unless the Black Diamond UGA Agreement has been earlier terminated.

(3) The County shall provide advocacy and public policy support in connection with matters related to the successful implementation of the Black Diamond UGA Agreement when requested to do so by other Parties to the Black Diamond UGA Agreement.

(4) The County shall provide funding for consultants, including the UGA Coordinator, to give technical support to the City in areas where the City does not have the personnel with technical expertise or resources necessary to complete the 1999 implementation activities, including those activities referenced above. The County agrees to provide funding in the amount of \$66,465 for these purposes as soon as practicable and in no event later than April 30, 1999. So long as the County successfully discharges its responsibilities under this

Agreement, it will not be required to make any additional financial contributions related to the implementation activities outlined in Section 8.1 of the Black Diamond UGA Agreement in any future year; provided, however, that nothing herein shall affect other County responsibilities under the Black Diamond UGA Agreement.

(5) The County shall pursue funding sources in cooperation with the City to secure funding for the purchase of timber rights for In-City Forest Land as defined in Sections 3.4 and 4.2.2 of the Black Diamond UGA Agreement.

(6) The County shall work cooperatively with the City to explore opportunities for water reuse programs in Black Diamond.

(b) City of Black Diamond

(1) The City shall devote a minimum of one City staff person (1 FTE equivalent) whose time will be devoted exclusively to completing documents and plan revisions outlined in the 1997 and 1998 implementation activities set forth in Section 8.1 of the Black Diamond UGA Agreement and the budget and work plan attached hereto as Appendix A. These activities shall include, but are not limited to, the development and implementation of the City Comprehensive Plan update, new water and sewer comprehensive plans, the Transfer of Development Rights (TDR) Program, the Joint Marketing Plan for economic development purposes, SEPA compliance and/or design standards and development regulations.

(2) The City shall devote at least one half-time person equivalent of current City staff time to project administration.

(3) The City shall coordinate and oversee the work of consultants involved in the 1999 implementation activities.

(4) The City shall provide monthly progress reports summarizing its activities and funding status in connection with the Black Diamond UGA Agreement to the UGA Coordinator for preparation and distribution of a comprehensive monthly report to all Parties to the Black Diamond UGA Agreement.

(5) The City shall work cooperatively with the County to explore opportunities for water re-use programs in Black Diamond.

(c) Plum Creek Timber Company

(1) Plum Creek shall contribute up to \$25,000 to complete the 1999 implementation activities after the County's contribution has been exhausted.

(2) Plum Creek shall cooperate with the other Parties to this Agreement to facilitate its successful implementation during 1999 and future years.

(3) Plum Creek shall make whatever financial contributions may be necessary to continue implementation work until such County funding has been secured, which in no event shall be later than April 30, 1999. Any amounts contributed by Plum Creek pursuant to this paragraph (3) shall be promptly reimbursed to Plum Creek from County funds once secured.

(d) Palmer Coking Coal

(1) Palmer Coking Coal shall promptly contribute up to \$5,000 to complete the 1999 implementation activities after the County's contribution has been exhausted.

(2) Palmer Coking Coal shall cooperate with the other Parties to this Agreement to facilitate its successful implementation during 1999.

2. 1999 Budget and Work Plan.

The 1999 Budget and Work Plan to further implement the Black Diamond Black Diamond UGA Agreement is attached hereto as Appendix A.

3. General Provisions.

(a) The amounts and ratios for funding during 1999 do not establish any precedent for future years. Except as specifically provided for herein, the County shall have no additional funding responsibilities in connection with Section 8.1 of the Black Diamond UGA Agreement.

(b) The funding and staff resources provided for herein will be used exclusively for 1999 implementation activities and the implementation of the Black Diamond UGA Agreement.

(c) All Parties shall have the right to review and comment on the qualifications and assignments of proposed consultants and City staff and on the scope of work plans, schedule, payment and other terms of consultant agreements.

(d) Prior to December 1 of each year, the parties, with the exception of the County, shall agree on a budget and cost sharing agreement to implement in subsequent years the tasks detailed in Section 8.1 of the Black Diamond UGA Agreement. If the parties, other than the County, do not have a signed budget and cost sharing agreement by December 1 of any year, recognizing the burden of the interim conservation measures on Plum Creek's property, at the request of Plum Creek, the County and the City shall consider the need to modify or terminate the Plum Creek interim conservation easements recorded pursuant to Section 4 of the Black Diamond UGA Agreement.

(e) The parties acknowledge that this Agreement is intended to implement Section 8.2 of the Black Diamond UGA Agreement, and is not intended to modify any of the provisions of the Black Diamond UGA Agreement except to the extent expressly provided for herein. In the event of a conflict between this Agreement and the Black Diamond UGA Agreement, the provisions of the latter shall control.

(f) The parties agree that public and private participation is necessary for the funding and implementation of the Black Diamond UGA Agreement. The parties recognize that the City has no resources to fund implementation activities and will not have such resources until development in the Potential Annexation Areas occurs after annexation.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date signed below.

KING COUNTY

CITY OF BLACK DIAMOND


King County Executive

Mayor

6-30-99
Date

Date

PLUM CREEK TIMBER COMPANY, L.P.

PALMER COKING COAL COMPANY

Vice President, Resources

Manager

Date

Date

Attachment: Appendix A

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04/28/99 10:00 FAX 206 587 2308

CAIRNCROSS & HEMPELMANN

(f) The parties agree that public and private participation is necessary for the funding and implementation of the Black Diamond UGA Agreement. The parties recognize that the City has no resources to fund implementation activities and will not have such resources until development in the Potential Annexation Areas occurs after annexation.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date signed below.

KING COUNTY

CITY OF BLACK DIAMOND


King County Executive

Mayor

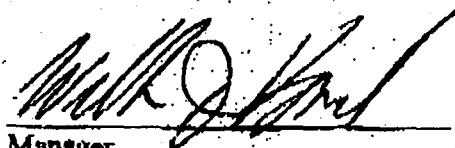
6-30-99
Date

Date

PLUM CREEK TIMBER COMPANY, L.P.

PALMER COKING COAL COMPANY

Vice President, Resources


Manager

Date

April 28, 1999
Date

Attachment: Appendix A

{00003007.DOC:1}

13566

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date signed below.

KING COUNTY

CITY OF BLACK DIAMOND


King County Executive

Mayor

6-30-99
Date

Date

PLUM CREEK TIMBER COMPANY, L.P.

PALMER COKING COAL COMPANY


Vice President, Resources

Manager

7/12/99
Date

Date

Attachment: Appendix A

(00005007.DOC:1)

Kevin
Rayman
587-2308

05/04/99

VictimNotification:mfaber
Clerk 05/19/99
sk sub 06/23/99

Introduced By: Jane Hague

Proposed No.: 1999-0289

ORDINANCE NO. 13567

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AN ORDINANCE making a supplemental appropriation of \$110,000 to the grants fund earmarked for the department of judicial administration from a federal grant to encourage arrest policies; whereby an automated system will be implemented to notify domestic violence victims whenever offenders are released from county correctional facilities; and amending the 1999 Budget Ordinance, Ordinance 13340, Section 94, as amended.

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BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

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SECTION 1. There is hereby approved and adopted a supplemental appropriation

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of \$110,000 to the grants fund earmarked for the department of judicial administration

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from a federal grant to encourage arrest policies.

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SECTION 2. Ordinance 13340, Section 94, as amended, is hereby amended by

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adding thereto and inserting therein the following: