



P.O. Box 320 • 22035 SE Wax Road • Maple Valley, WA 98038

Phone: 425-413-8800 • FAX: 425-413-4282

December 28, 2007

The Honorable Ron Sims
King County Executive
701 Fifth Avenue, Suite 3210
Seattle, WA 98104

Dear Executive Sims:

I have received your letter of December 7, 2007. Your letter was written in response to my letter of October 4, 2007, in which I provided a draft memorandum of agreement to you for consideration, regarding a joint planning process for the Summit Pit property, which is proposed to be sold by the County to a private developer, and is being considered for a land use re-designation from rural to urban.

I understand your December 7 response to be a rejection by you of Maple Valley's invitation to undertake joint planning, since your response removed all language relating to joint planning.

Your letter indicated that the County is proceeding cautiously through the due diligence and negotiation process with the potential buyer of the Summit Pit property. Yet, the County announced, through a published notice on December 12, 2007 in the Covington/Maple Valley Reporter, that the County had made a Determination of Nonsignificance for the proposed sale of the property, and to relocate the County's regional road maintenance service center to another location. That announcement makes it very clear that King County is intent on proceeding in a unilateral fashion for the sale and redevelopment of this property without a meaningful effort to plan jointly with the City of Maple Valley. Finally, your letter stated that King County "will retain the land use decision-making authority over the site." It is not possible to misconstrue your meaning.

Your counter proposal for a technical workgroup does not address the City's requirement for joint planning for purposes of land designation under the County's Comprehensive Plan; nor does it address the County's proposed zoning change for the property. This is unacceptable to Maple Valley's City Council and its citizens. A technical workgroup to address "site issues and challenges" of a development proposal is premature. The City's interest at this point in time is to engage in a joint planning process with the County for the re-designation of land from rural to urban, and to jointly plan for the property's

The Honorable Ron Sims
King County Executive
December 28, 2007

rezone in order to effectively address the concerns of the City as the provider of urban services to that property, and the impacts that the proposed zoning is likely to have on the City's capital facilities, infrastructure, and surrounding neighborhoods. The City may be interested in discussing your proposal for a technical workgroup to assess development proposals at some time after proper land use planning has been addressed.

With King County's current rejection of joint land use planning, this letter brings to a conclusion Maple Valley's October 4 effort to engage the County in joint planning for the proposed comprehensive plan changes and rezoning of the Summit Pit property. We continue to believe that joint planning is required under the Growth Management Act, and the County Wide Planning Policies, and we will continue to pursue our own process for planning and a public process in regards to the Summit Pit property in order to protect the City's position in regards to the future development of this property.

If, in the future, King County wishes to engage in meaningful joint planning for this property, please let us know.

Sincerely yours,

Laure A. Iddings
Mayor

cc: Anthony Hemstad, Maple Valley City Manager
Maple Valley City Council
King County Council
King County Growth Management Planning Council
Paul Reitenbach, DDES
Leonard Bauer, Managing Director, Growth Management Services, Washington
State Department of Community, Trade & Economic Development
Middle Green River Coalition
Senator Cheryl Pflug
Senator Claudia Kauffman
Representative Jay Rodne
Representative Glenn Anderson
Representative Geoff Simpson
Representative Pat Sullivan

C:cc,council,cm



King County

Ron Sims

King County Executive
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Seattle, WA 98104

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CITY OF MAPLE VALLEY

December 7, 2007

The Honorable Laura Iddings
Mayor, City of Maple Valley
P.O. Box 320
Maple Valley, WA 98038

Dear Mayor Iddings:

Thank you for your letter of October 4, 2007, in regards to the Summit Pit property. I hope you will accept my apologies for taking so long to respond. As you know, this is a complicated issue and I wanted to provide you with a comprehensive response.

The genesis of this issue is the fact that King County has entered into purchase and sale negotiations with Yarrow Bay Development for the Summit Pit property. The King County Council approved direct negotiations with Yarrow Bay Development because of the possibility of preserving valuable conservation land of Icy Creek, which is located approximately five miles from the City of Maple Valley. Preserving Icy Creek is an important regional goal for King County and the State of Washington, as identified by the Washington State Department of Natural Resources. King County, as the owner of the Summit Pit property, is moving cautiously through the due diligence and negotiation process.

Your letter expresses frustration that King County has not been forthcoming with respect to King County activities and is secretly negotiating the future site development of the Summit Pit property. I can assure you that is not happening. As I noted in previous correspondence, King County is currently doing its due diligence in order to make a decision on whether or not King County should sell the property. We have had a very public process in the selection of Yarrow Bay and have been transparent with our intentions to sell the Summit Pit property.

We are getting much closer to a decision point, but we are not there yet. This process is taking longer than any of us envisioned, but we want to move cautiously through this phase. I am committed to communicating with the City of Maple Valley. My staff has shared as much information that is certain and absolute at this time and we will continue to do so. At this point, however, there is little information that we can provide beyond what you already know.



The Honorable Laura Iddings
December 7, 2007
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My staff and I hope that the due diligence process and negotiations on the sale of the property will be completed some time in the first quarter of 2008. The King County Council will hold more public hearings prior to its review of any final agreement.

In a completely separate process from the potential sale of the Summit Pit property, King County has begun its update to its Comprehensive Plan. King County has adopted a four review cycle for updates to its Comprehensive Plan. See, K.C.C. 20.18.060. Substantive amendments to the King County Comprehensive Plan, including zoning changes and changes to the urban growth boundary, are generally limited to major updates, which occur every fourth year. The 2008 update is the next major update.

The King County Department of Development and Environmental Services released a draft 2008 King County Comprehensive Plan on October 1. Since this is a major update, the draft includes several proposed land use and zoning changes throughout the county. One of those proposed changes affects the Summit Pit property.

King County held five public meetings throughout the county to take public comment on the proposal. The comment period on the draft continues through December 28. The public meeting at Kentridge High School was very well attended. King County staff also attended the Town Hall Meeting hosted by the City of Maple Valley on October 29. There were a number of very useful comments at both of these meetings. I will carefully consider those comments before I transmit my recommended 2008 King County Comprehensive Plan to the King County Council by March 1, 2008.

In this regard, I am pleased that the City of Maple Valley supports the Comprehensive Plan amendment that would change our Summit Pit Property from "rural" to "urban." Again, I want to reiterate that we will continue to keep you involved in this process as it moves forward.

The King County Council will hold committee hearings and a public hearing before the full King County Council before any changes to the King County Comprehensive Plan become law. This will ensure that the public and other local governments will have ample opportunity for input before the King County Council's anticipated vote on this proposal next fall.

Ideally, we might have proceeded in a different order, first resolving the zoning issues and then negotiating a potential sale of the Summit Pit property, as the City of Maple Valley has suggested. Under the circumstances we are faced with, I have concluded that moving forward simultaneously with negotiations on the purchase and sale and changes to the Summit Pit Property's zoning makes the most sense. However, I want to assure you that it is not the county's intention to truncate or curtail any processes.

Your letter of October 4 includes a proposed Memorandum of Agreement (MOA) between the City of Maple Valley and King County. A key component of the MOA proposed by the city would be to establish a "joint planning process" for the Summit Pit property. I agree whole heartedly with the city that its issues and concerns need to be taken into consideration during the review of any development proposal at the Summit Pit property.

The Honorable Laura Iddings
December 7, 2007
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In order to ensure that the city's expertise and concerns are considered, I have asked Stephanie Warden, Director of the King County Department of Development and Environmental Services (DDES) to contact the City of Maple Valley to establish a technical staff workgroup. Even though King County has not completed negotiations, nor received a development proposal from Yarrow Bay Development, by establishing this workgroup now, King County and City of Maple Valley staff can continue their discussion at a technical level for site issues and challenges. We would agree to enter into a MOA between the City of Maple Valley and King County that provides the framework for the workgroup and the responsibilities of the workgroup, the City of Maple Valley, and King County. However, one point I do want to emphasize is that until the Summit Pit property is annexed by the City of Maple Valley, King County will retain the land use decision-making authority over the site.

When the purchaser of the property does submit a development proposal to DDES, assuming we are able to negotiate a sale of the property, I believe it would be in the best interests of all parties to amend the MOA to include the purchaser as part of the workgroup. This will allow the city, the new property owner, and DDES to work cooperatively on evaluating the impacts of the development and provide input into the review of the proposal by DDES. This will also provide an opportunity for the City of Maple Valley to ensure that any development at the Summit Pit property is appropriately mitigated and discuss with the applicant amenities beyond those that are required by King County regulations.

Attached is a revised MOA, originating from the initial version from the city and also reflecting what I have outlined in my letter above. I believe this approach will allow the City of Maple Valley and King County to work cooperatively on the future development of the Summit Pit property. Through our cooperation, we can create a viable, thriving community that will fit with the vision the City of Maple Valley and its citizens have for their community and also benefit King County and its citizens through protection of valuable environmental resources. Thank you for your continued communication on this matter.

Sincerely,


King County Executive

Enclosure

MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT is made by and between the City of Maple Valley, Washington, a Washington Municipal Corporation ("City"), and King County, Washington, a Washington Municipal Corporation ("King County"), as of the ___ day of December, 2007.

RECITALS

WHEREAS, King County owns approximately 160 acres of property ("Property"), more particularly described in Exhibit A, which is surrounded entirely by the City of Maple Valley, and is commonly known by the County as the "Summit Pit" property and by the City as the "Donut Hole" property;

WHEREAS, the King County Comprehensive Plan designates the Property as "Rural;"

WHEREAS, King County is considering a proposal to change the designation of the Property to "Urban" consistent with the King County County-Wide Planning Policies;

WHEREAS, the Growth Management Act establishes the goal of ensuring coordination between jurisdictions;

WHEREAS, King County and the City of Maple Valley have a mutual interest in ensuring that the Property is developed in a manner that is consistent with the Growth Management Act and the King County Countywide Planning Policies.

IN CONSIDERATION of the foregoing premises and the mutual obligations as set forth below, it is agreed as follows:

AGREEMENT

1. Inclusion of Property in Urban Growth Area

- 1.1 The County and City shall follow the process for evaluating the Property for inclusion in the Urban Growth Area established in the King County Countywide Planning Policies and the King County Code in effect as of September 1, 2007.
- 1.2 The County shall not change the Property's designation from "Rural" to "Urban" before the County concludes its 2008 comprehensive plan update.

2. Review of Development Proposals.

- 2.1 The County shall establish a Workgroup staffed by the City and the County. The Workgroup's primary responsibility shall be evaluating the impacts of any development proposals for the property on the City of Maple Valley, including impacts to traffic, schools, open space, the environment, and economic development.

- 2.2 The County shall consider the input of the Workgroup during its review of a development proposal for the Property.
- 2.3 If King County enters into a purchase and sale agreement for the Property, the parties shall invite the purchaser to participate in the Workgroup and make appropriate amendments to this agreement.
3. **Budget.** Each Party shall be responsible for its own costs in participating in the Workgroup.
4. **Administration.** The Director of the King County Department of Development and Environmental Services shall be responsible for administering Workgroup.
5. **Duration.** This Agreement shall remain in effect until the Property is annexed by the City.
6. **Amendment.** This Agreement may only be amended by written agreement signed by both parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day first above mentioned.

KING COUNTY, WASHINGTON

CITY OF MAPLE VALLEY, WASHINGTON

By:

Ron Sims
King County Executive

By:

Laure A. Iddings
Mayor



P.O. Box 320 • 22035 SE Wax Road • Maple Valley, WA 98038

Phone: (425) 413-8800 • Fax: (425) 413-4282

SENT VIA CERTIFIED MAIL

October 4, 2007

Dear Executive Ron Sims;

This letter concerns the City of Maple Valley's proposed solution regarding the future use and possible development of what is known as the "Donut Hole" property. As you are aware, this approximately 160 acre piece of rural property that is entirely surrounded by the City is of utmost importance to Maple Valley. The City fully supports the future change in the designation of the Donut Hole from "rural" to "urban" and supports the development of the property to reasonable urban densities. The City also seeks to have the Donut Hole annexed into the City at the same time as the property's designation changes from rural to urban. This timing is appropriate and necessary to the City because the City will be most impacted by the future development of the site, including impacts related to increased traffic and an overall need for increased City services to serve the thousands of new residents who will likely one day be living on the property.

As you referenced in your recent September 16, 2007 opinion piece in the *Seattle Times*, SE Edition, the City and King County have been engaged over the past several months in discussions about the future of the Donut Hole. Many issues have been discussed in these meetings but the City has been unable to obtain a firm commitment from the County to satisfactorily address the City's concerns about the future use and development of the property. From the City's perspective, these meetings have been useful in receiving general updates from the County regarding what the County is doing with respect to the Donut Hole. The City, however, is frustrated by the County's unwillingness to be fully forthcoming regarding County activities related to the property and to commit to anything tangible to address the City's concerns.

At our last meeting with Rod Brandon and Nori Catabay of your staff on September 6, 2007, the City offered to draft a Memorandum of Agreement ("MOA") between the City and King County. The goal of a MOA from the City's perspective is for the City and County to agree on their appropriate roles going forward with respect to the many key decisions that will be made to determine the fate of the Donut Hole. The County's current 2008 comprehensive plan update process is too uncertain from the City's perspective with respect to the Donut Hole, and the

process provides no guarantee that the City's goals for the property will ultimately come to fruition.

Included with this letter is the draft MOA. As you will see, the MOA is based upon a very simple and presumably uncontroversial principle that both the City and County are mandated to follow under the Growth Management Act – joint planning. Through the MOA, the City seeks to enter a formalized joint planning framework with the County regarding the future change in designation and use of the Donut Hole. The City believes such a joint planning framework is the only viable approach given the Donut Hole's unique circumstances.

The City believes the MOA provides a straightforward solution to address the concerns of both the City and the County. The concept of joint planning is not complex and is consistent with the County's responsibilities to plan jointly under its own policies and Washington state law. A joint planning process is the epitome of the County's "smart growth" theme.

Given the straightforward nature of the MOA, the City would like a formal response from the County by October 19, 2007. The City recognizes that the County may seek to add further detail to the MOA, but the City is most interested in whether the County is willing to commit to a joint planning framework for the Donut Hole.

If the County has concerns about the MOA, please specify what they are so we can move forward together in good faith to achieve tangible results and, hopefully, meet both the City's and County's goals regarding the future of the Donut Hole. If it comes to pass that the City and County cannot agree on common goals and a joint planning framework for the property, the City needs to know that answer now so appropriate action can be taken to ensure the interests of Maple Valley, the greater Maple Valley community, and the general public interest are best served with respect to the Donut Hole.

We look forward to your response. As above mentioned, we are seeking the County's formal response regarding the proposed MOA by October 19, 2007.

Sincerely,

Honorable Laure A. Iddings
Mayor of Maple Valley

Enclosure (Proposed MOA)

MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT is made by and between the City of Maple Valley, Washington, a Washington Municipal Corporation ("City"), and King County, Washington, a Washington Municipal Corporation ("King County"), as of the __ day of October, 2007.

RECITALS

WHEREAS, King County owns approximately 160 acres of property ("Property"), more particularly described in Exhibit A, which is surrounded entirely by the City of Maple Valley, and is commonly known by the County as the "Summit Pit" property and by the City as the "Donut Hole" property;

WHEREAS, the King County Comprehensive Plan designates the Property as "Rural;"

WHEREAS, on June 25, 2007 the County adopted Ordinance 15856 to negotiate a land transaction with Yarrow Bay Development, LLC, related to the Property;

WHEREAS, any development of the Property will have impacts on the City different than those currently occurring;

WHEREAS, such impacts will fall disproportionately on the City and its residents;

WHEREAS, the Growth Management Act directs the City to be the primary provider of urban services;

WHEREAS, the Growth Management Act establishes the goal of ensuring coordination between jurisdictions to reconcile conflicts;

WHEREAS, the Growth Management Act requires the comprehensive plan of each county or city to be coordinated with, and consistent with, the comprehensive plans of other counties or cities with which the county or city has, in part, common borders or related regional issues.

IN CONSIDERATION of the foregoing premises and the mutual obligations as set forth below, it is agreed as follows:

AGREEMENT

1. Inclusion of Property in Urban Growth Area

- 1.1 The County shall follow the process for evaluating the Property for inclusion in the Urban Growth Area established in the Countywide Planning Policies and the King County Code in effect as of September 1, 2007.

- 1.2 The County shall not change the Property's designation from "Rural" to "Urban" before the County concludes its 2008 comprehensive plan update and subject to Section 2.3 herein.

2. Planning for Property's Future Land Use

- 2.1 The City and County shall engage in a joint planning process for the Property. This planning shall include, but not be limited to, evaluating the impacts of alternative future land use designations, using transfer of development rights, mitigation, concurrency for traffic and other public services and facilities, and affordable housing mix.
- 2.2. The City and County shall act as co-lead agencies for purpose of the environmental review of the future land use actions for the Property under Chapter 43.21C RCW.
- 2.3 The City and County agree to defer adopting a land use designation for the Property until the parties complete the planning process and mutually agree to the designation, phasing provisions, and methods for accomplishing concurrency for development of the Property.

3. Budget

- 3.1 The Parties agree to a budget of \$100,000 for purposes of this Agreement.
- 3.2 Each Party shall contribute \$50,000 to finance this Agreement.
- 3.3 The budget may be amended by mutual agreement of the Parties.

4. Dispute Resolution. The City and County shall submit disputes that may arise in the joint planning process to the Department of Community Trade and Economic Development as provided for in RCW 36.70A.190(5).

5. Administration. The joint planning shall be jointly administered by the Planning Directors for the City and County.

6. Duration. This Agreement shall remain in effect until the parties mutually agree to a land use designation for the Property.

7. Enforcement.

- 7.1. The terms of this Agreement are enforceable in King County Superior Court pursuant to Chapter 7.24 RCW.

7.2 The Parties stipulate to a stay of any County or City decision regarding the land use designation of the Property or specific development proposals while such actions brought under Section 7.1 are pending before the Court.

8. **Amendment.** This Agreement may only be amended by written agreement signed by both parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day first above mentioned.

KING COUNTY, WASHINGTON

CITY OF MAPLE VALLEY, WASHINGTON

By:

Ron Sims
King County Executive

By:

Laure A. Iddings
Mayor