

CITY OF ALGONA

APPLICATION FOR Development Agreement

200 Washington Boulevard
Algona, WA 98001
(253) 833-2897



Application #		Date Received	
Amount Paid		Received By	
Receipt #		Date Complete	

PROPERTY OWNER INFORMATION

Legal Owner's Name					
Owner's Address					
City		State		Zip	
Phone Number			Email		
I certify under the penalty of the laws of the State of Washington that I am the property owner of the property that is the subject matter of this application and I am authorizing to and hereby do consent to the filing of this application and acknowledge that the final approval by the City of Algona, if any, may result in restrictions, limitations, and construction obligations being imposed on this real property.					
Printed Name of Property Owner(s)					
Signature of Property Owner(s)					

APPLICANT INFORMATION (If different from property owner)

Applicant's Name					
Applicant's Address					
City		State		Zip	
Phone Number			Email		
Applicant's Signature					

PRIMARY CONTACT INFORMATION (If different from property owner)

Contact's Name					
Contact's Address					
City		State		Zip	
Phone Number			Email		

PROPERTY INFORMATION

Address			
Parcel Number(s)/			
Acreage/Square Feet		Current Zoning	
Current Use			
Proposed Use			
Outstanding Permit(s) Numbers			

PROPOSAL INFORMATION

<u>Use</u> Please provide a thorough description of your proposed project. Please include square footage of uses, ground coverage, parking, number of residential units, office/retail units, etc. (attach additional sheets if necessary)	
<u>Modification</u> Please explain the extent of your requested modifications as part of this agreement. Which codes and to what extent are you proposing to change? See AMC 22.80.030.B for types of development standards for which modifications may be approved through a development	
<u>Sensitive Areas</u> Are there any wetlands, steep slopes, or other sensitive areas onsite? If so, please list any related critical area studies that have been completed for the subject property and include a copy of each with this	
<u>Tree Retention</u> Are any trees to be removed as a result of your proposal?	
<u>Timeline</u> What is the anticipated timeline for the completion of this project?	

CITY OF ALGONA

SUBMITTAL REQUIREMENTS FOR Development Agreement



A. APPLICABILITY

Development Agreements are written agreements between the City of Algona and a person having ownership or control of real property, setting forth the development standards and other provisions that will govern the development and use of said property. The timing and necessity of a Development Agreement primarily rests with the applicant seeking to process an agreement for modification from City code. The City does not generally require a Development Agreement but is responsible for processing a proposed agreement for review and approval by the Planning Commission and City Council. The Development Agreement will be processed, approved, and executed in accordance with Chapter 22.80 AMC and RCW 36.70B.170.

B. MINIMUM SUBMITTAL REQUIREMENTS

The following items are the minimum initial submittal requirements for processing Development Agreements.

- ☐ Completed and signed Application Form and associated fees (\$1,000 application plus \$5,000 deposit fee).
- ☐ Completed and signed SEPA Checklist with fee (refer to feeschedule).
- ☐ A project narrative outlining the applicant's proposed modifications related to the proposed development project.
- ☐ Three (3) full size preliminary development plans.
- ☐ A title report dated within 30 days of submittal date.
- ☐ A copy of any existing studies that have been completed (Geotech, Sensitive Areas, Traffic, Arborist, etc.).
- ☐ Public Hearing Notification Package.
- ☐ Acknowledgment of Financial Responsibility.
- ☐ Concurrent Permit Processing Waiver and Release Agreement.

C. PROPERTY OWNER MAILING LABELS/PUBLIC HEARING NOTICE INFORMATION

The public hearing notification package is intended to identify all property owners within a 300-foot radius of the corners of the subject property, including any contiguously owned properties. For purposes of this requirement, multiple properties owned by a single entity shall count as one property. The package shall include the following:

1. Three (3) sets of self-addressed & stamped envelopes (self-sticking envelopes only) to be

provided by the applicant (it is recommended that “Forever” stamps be used in case of future USPS increases). There shall be an envelope addressed to each property owner within 300 feet of the boundary of the subject property. Each envelope shall also include (in the upper left corner) the City of Algona (200 Washington Boulevard, Algona, WA 98001) as the return address. Each set of envelopes must be provided in a separate manila envelope folder.

2. A separate list of all addresses within 300 feet of the boundary of the subject property and their parcel numbers.
3. A copy of the King County Assessor’s map identifying the properties within the 300-foot radius of the subject property.
4. A completed Public Hearing Notice Certification Form (see next page).

HOW TO GET MAILING LABELS FROM TITLE COMPANIES

Contact a title company and provide them with your subject property’s tax parcel number(s). The title company will provide you with mailing labels that include the parcel numbers, names of property owners, and mailing addresses.



PUBLIC HEARING/MAILING NOTICE CERTIFICATION FORM

I, _____, certify that on _____,
Print Name of Preparer Date

the attached property owner's list was prepared by:

_____ for the following project, _____
Name of Company or Individual Project Case Number(s)

using a radius distance of 300 feet, pursuant to application requirements furnished by the City of Algona. Said list is a complete and true compilation of the project applicant, the applicant's consultant's and/or representatives, the owner(s) of the subject property, adjacent city/district agencies (as applicable) based upon the latest equalized assessment rolls.

I further certify that the information field is true and correct to the best of my knowledge.

Name: _____

Title/Registration: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No.: () _____ Fax No.: () _____

E-mail Address: _____

Planning Case No. (if known when prepared):

ACKNOWLEDGEMENT OF FINANCIAL RESPONSIBILITY BY THE APPLICANT

(Project representative signatures will not be accepted.)

I acknowledge and certify that with this development agreement application I am financially obligated to the City of Algona for all expenses related to the time and effort spent by the employees, agents, consultants, and legal representatives that are used to process this application. I understand that the City processes development agreement applications on a deposit fee system which requires an initial application processing deposit payment prior to beginning any process work. Further, I understand that once the project application deposit balance falls to \$1,000, an additional deposit, equal to the original application deposit fee amount, must be made within 10 days of notification from the City. I further acknowledge that if the additional application deposit fee payment is not been made within the required 10 days as required by the City, the City will discontinue all work on this application and will not schedule the project for a hearing. I also acknowledge that if I fail to replenish the application deposit account within six (6) months of notification from the City, I understand that this application will be automatically deemed withdrawn by the City, and that a new development application and deposit fee will be required to restart the project processing.

Applicant Printed Name

Applicant Signature

Date Signed

Billing Address:

Address

City

State

Zip

Email: _____

Telephone: _____



CONCURRENT PERMIT PROCESSING WAIVER AND RELEASE AGREEMENT (AMC 22.80.050)

This Concurrent Permit Processing Waiver and Release Agreement (“Agreement”) is made and entered into this ____ day of _____, 2020, by and between the City of Algona, Washington (“the City”), a Washington municipal corporation, and _____ (“the Applicant”), a _____, for the purposes set forth herein.

Recitals

WHEREAS, the Applicant owns or controls the real property identified as King County Assessor’s Parcel No. _____, situated at _____ in Algona, Washington, and legally described in Exhibit A, attached hereto and incorporated herein by this reference as if set forth in full (“the Property”); and

WHEREAS, pursuant to Chapter 22.80 AMC and RCW 36.70B.170 et seq., the Applicant has submitted an application for a Development Agreement (“Development Agreement”) to govern the future development and use of the Property; and

WHEREAS, the Applicant has applied for or intends to apply for one or more project permit applications related to the Property, and desires for the City to process said applications to the extent authorized by the City’s code; and

WHEREAS, pursuant to AMC 22.80.050, the Applicant acknowledges that the City will not schedule hearings on or issue final decisions for such project permit applications until at least 30 days following the City Council’s decision approving or denying the Development Agreement; and

NOW, THEREFORE, in consideration of mutual benefits accruing, the receipt and sufficiency of which are hereby acknowledged, the City and the Applicant (collectively, “the Parties”) hereby agree and covenant as follows:

Terms

Section 1. Acceptance and Processing of Project Permit Applications. To the extent consistent with applicable codes, ordinances, regulations and procedures, the parties mutually acknowledge that:

- (a) The Applicant may file one or more applications for project permits related to the Property during the pendency of the Development Agreement; and
- (b) The City shall accept, review and process such applications to the extent consistent with the AMC, but shall not: (i) schedule any required public hearings on such applications, or (ii) issue a final decision on such applications, until at least thirty (30) days following the effective date of the Algona City Council’s decision approving or denying the Development Agreement.

Section 2. Assumption of Risk. The Applicant acknowledges that the decision to process and/or approve the Development Agreement is entirely within the exclusive discretion of the Algona City Council. In filing any application(s) for project permits related to the Property during the pendency of the Development Agreement, the Applicant expressly assumes any and all risks that the Development Agreement will be denied and/or conditioned in manner that is inconsistent with the Applicant's project permit application(s) and/or the Applicant's intent and development plans. Without limitation of the foregoing, the Applicant specifically and exclusively assumes any and all risk associated with:

(i) Delays in the City's review and processing of any applications for project permits while the Development Agreement is pending;

(ii) The potential that any project permit application(s) will be denied or conditioned based upon the City Council's approval, denial and/or conditioning of the Development Agreement; and

(iii) Any and all costs and expenses incurred by the Applicant and/or otherwise associated with Item Nos. (i) and (ii) above. Without limitation of the foregoing, the Applicant specifically acknowledges that any permit fees or charges remitted to the City with respect to the Development Agreement and any project permit application(s) shall be nonrefundable.

Section 3. Waiver and Release. The Applicant hereby waives and releases as against the City, its officers, officials and employees any and all current, potential and future claims, suits, losses, costs or causes of action arising out of or otherwise related to any delays in the City's regulatory review and processing of any project permit application(s) related to the Property. The provisions of this section shall survive the expiration or termination of this Agreement.

Section 4. Definition. For purposes of this Agreement, "project permit" shall have the same meaning as defined by RCW 36.70B.020.

Section 5. Regulatory Authority Preserved. Nothing in this Agreement shall be construed as waiving, abridging or otherwise limiting the City of Algona's regulatory authority, police power and/or legislative discretion, which are hereby expressly reserved in full. Without prejudice to the foregoing, nothing in this Agreement shall be construed as entitling the Applicant to receive any permit, license or other regulatory approval, or as waiving or excusing the Applicant's compliance with any applicable regulatory process.

Section 6. Notices. Written notices to either party under this Agreement shall be effective immediately upon hand-delivery, or three (3) days after postmark if sent via U.S. Mail to the following addresses:

If to the City:

City of Algona

200 Washington Blvd.

Algona, WA 98001

If to the Applicant:

Section 7. No Third-Party Beneficiaries. This Agreement is for the exclusive benefit of the signatory Parties and their respective successors and assigns, and may only be enforced thereby. Nothing herein shall be construed as creating any enforceable rights in or for any other parties.

Section 8. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Washington. The exclusive venue for any litigation occurring under this Agreement shall be the Superior Court for King County Washington. The substantially prevailing party in any such litigation shall be entitled to an award of its reasonable attorneys' fees.

Section 9. Integration; Modification. This Agreement represents the entire understanding between the Parties with respect to the subject matter hereof; no oral agreements or statements shall be binding. This Agreement may be terminated, modified or otherwise amended only by a writing signed by both Parties hereto.

Section 10. Recording. At the Applicant's sole expense, this Agreement shall be recorded against the title of the Property with the office of the King County Auditor, and shall run with the land and bind all successors and assigns of the Applicant.

APPLICANT

CITY OF ALGONA

By: _____

By: _____

ATTEST AND AUTHENTICATED:

By: Jennifer Garnica, City Clerk

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he was authorized to execute the instrument and acknowledged it as the _____ of _____ to be the free and voluntary act and deed of such party for the uses and purposes mentioned in this instrument.

WITNESS my hand and official seal hereto affixed this ____ day of _____, 2020.

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

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he was authorized to execute the instrument and acknowledged it as the _____ of THE CITY OF ALGONA to be the free and voluntary act and deed of such party for the uses and purposes mentioned in this instrument.

WITNESS my hand and official seal hereto affixed this ____ day of _____, 2020.

DATED: _____

(Signature of Notary)

(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of
Washington, residing at _____

My Appointment Expires: _____

Exhibit A