



King County

1200 King County
Courthouse
516 Third Avenue
Seattle, WA 98104

Meeting Agenda

King County Flood Control District

Boardmembers: Reagan Dunn, Chair; Dave Upthegrove, Vice Chair; Claudia Balducci, Rod Dembowski, Larry Gossett, Jeanne Kohl-Welles, Kathy Lambert, Joe McDermott, Pete von Reichbauer

1:30 PM

Monday, April 4, 2016

Room 1001

SPECIAL MEETING

REVISED AGENDA - note start time as 1:30 p.m.

1. **Call to Order**

To show a PDF of the written materials for an agenda item, click on the agenda item below.

2. **Roll Call**

3. **Approval of Minutes of special meetings of February 16 and February 22, 2016** **pages 3-8**

Discussion and Possible Action

4. FCD Resolution No. FCD2016-06 **page 9**

A RESOLUTION approving an interlocal agreement with the City of Kent regarding design alternatives and property acquisition relating to the Milwaukee II Levee.

5. FCD Resolution No. FCD2016-07 **page 21**

A RESOLUTION directing King County, acting on behalf of the District, to transfer to the city of Snoqualmie six parcels within the Snoqualmie River floodplain, subject to deed restrictions.

6. FCD Resolution No. FCD2016-08 **page 43**

A RESOLUTION directing King County to convey certain real property acquired by King County on behalf of the King County Flood Control Zone District.

7. **Adjournment**



*Sign language and communication material in alternate formats can be arranged given sufficient notice (206-1000).
TDD Number 206-1024.*

ASSISTIVE LISTENING DEVICES AVAILABLE IN THE COUNCIL CHAMBERS.



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King County

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Seattle, WA 98104

Meeting Minutes - Final King County Flood Control District

*Boardmembers: Reagan Dunn, Chair; Dave Upthegrove, Vice
Chair; Claudia Balducci, Rod Dembowski,
Larry Gossett, Jeanne Kohl-Welles, Kathy Lambert, Joe
McDermott, Pete von Reichbauer*

1:30 PM

Tuesday, February 16, 2016

Room 1001

SPECIAL MEETING --DRAFT MIINUTES--

1. **Call to Order**

The meeting was called to order at 3:24 p.m.

2. **Roll Call**

Present: 9 - Ms. Balducci, Mr. Dembowski, Mr. Dunn, Mr. Gossett, Ms. Kohl-Welles,
Ms. Lambert, Mr. McDermott, Mr. Upthegrove and Mr. von Reichbauer

3. **Approval of Minutes of special meeting of December 7, 2015**

*Boardmember Gossett moved to approve the minutes of December 7, 2015 meeting
as presented. Seeing no objection, the Chair so ordered.*

Discussion and Possible Action

4. Election of chair, vice chair and executive committee members

*Boardmember Gossett moved to nominate Boardmember Dave Upthegrove as Vice
Chair of the King County Flood Control District Board. The motion carried.
Boardmember Upthegrove moved to nominate Boardmember Balducci to the King
County Flood Control District Executive Committee. The motion carried.*

5. **[FCD Resolution No. FCD2016-01](#)**

A RESOLUTION relating to the operations and finances of the King County Flood Control Zone District; adopting a revised 2015 budget and a revised annual District oversight budget; and amending FCD2015-07.2, Section 1, and FCD2015-07.2, Section 6.

*The following people appeared to speak on Items 5 and 8.
Mike Grady
Michael Garrity*

On 2/16/2016, a public hearing was held and closed.

Kris Lund, Executive Director, gave her staff report.

Boardmember Upthegrove moved Striking Amendment S1. The motion passed by

the following vote:

Votes: Yes: 9 - Ms. Balducci, Mr. Dembowski, Mr. Dunn, Mr. Gossett, Ms. Kohl-Welles, Ms. Lambert, Mr. McDermott, Mr. Upthegrove and Mr. von Reichbauer
No: 0
Excused: 0

Boardmember Upthegrove moved Title Amendment T1. The motion carried by the following vote: Votes:
Yes: 9 - Ms. Balducci, Mr. Dembowski, Mr. Dunn, Mr. Gossett, Ms. Kohl-Welles, Ms. Lambert, Mr. McDermott, Mr. Upthegrove and Mr. von Reichbauer
No: 0
Excused: 0

A motion was made by Boardmember Upthegrove that this FCD Resolution be passed as amended. The motion carried by the following vote:

Yes: 9 - Ms. Balducci, Mr. Dembowski, Mr. Dunn, Mr. Gossett, Ms. Kohl-Welles, Ms. Lambert, Mr. McDermott, Mr. Upthegrove and Mr. von Reichbauer

6. [FCD Resolution No. FCD2016-02](#)

A RESOLUTION authorizing the chair to enter into a second amendment to the contract for executive director services.

*Kjris Lund, Executive Director, made comments.
Rod Kaseguma, Legal Counsel, briefed the Board.*

A motion was made by Boardmember Upthegrove that this FCD Resolution be passed. The motion carried by the following vote:

Yes: 9 - Ms. Balducci, Mr. Dembowski, Mr. Dunn, Mr. Gossett, Ms. Kohl-Welles, Ms. Lambert, Mr. McDermott, Mr. Upthegrove and Mr. von Reichbauer

7. [FCD Resolution No. FCD2016-03](#)

A RESOLUTION authorizing the chair to enter into an amendment to the agreement for government relations services.

Kjris Lund, Executive Director, gave her staff report.

A motion was made by Boardmember Upthegrove that this FCD Resolution be Passed. The motion carried by the following vote:

Yes: 9 - Ms. Balducci, Mr. Dembowski, Mr. Dunn, Mr. Gossett, Ms. Kohl-Welles, Ms. Lambert, Mr. McDermott, Mr. Upthegrove and Mr. von Reichbauer

8. [FCD Resolution No. FCD2016-04](#)

A RESOLUTION adopting SEPA Procedures for the King County Flood Control Zone District.

On 2/16/2016, a public hearing was held and closed.

Kjris Lund, Executive Director, gave her staff report.

A motion was made by Boardmember Upthegrove that this FCD Resolution be Passed. The motion carried by the following vote:

Yes: 9 - Ms. Balducci, Mr. Dembowski, Mr. Dunn, Mr. Gossett, Ms. Kohl-Welles, Ms. Lambert, Mr. McDermott, Mr. Upthegrove and Mr. von Reichbauer

9. FCD Resolution No. FCD2016-05

A RESOLUTION relating to the Green River System-Wide Improvement Framework; directing the King County Director of Water and Land Resources to submit the Interim SWIF to the United States Army Corps of Engineers; providing for a Corridor Plan for the Lower Green River; establishing and appointing members of a Lower Green River Corridor Plan Advisory Committee; and authorizing a programmatic environmental impact statement SEPA process.

Kris Lund, Executive Director, gave her staff report, and a power point presentation. Lorin Reinelt, Water and Land Resources, briefed the Board, outlining the power point presentation.

Boardmember Upthegrove moved Amendment 1. The motion carried by the following vote:

Votes: Yes: 7 - Ms. Balducci, Mr. Dembowski, Mr. Dunn, Ms. Kohl-Welles, Ms. Lambert, Mr. Upthegrove and Mr. von Reichbauer

No: 0

Excused: 2 - Mr. Gossett and Mr. McDermott

A motion was made by Boardmember Upthegrove that this FCD Resolution be Passed as amended. The motion carried by the following vote:

Yes: 7 - Ms. Balducci, Mr. Dembowski, Mr. Dunn, Ms. Kohl-Welles, Ms. Lambert, Mr. Upthegrove and Mr. von Reichbauer

Excused: 2 - Mr. Gossett and Mr. McDermott

10. FCD Motion No. FCD16-01

A MOTION establishing the 2016 state legislative agenda for the King County Flood Control Zone District.

Kris Lund, Executive Director, gave her staff report.

A motion was made by Boardmember Upthegrove that this FCD Resolution be Passed. The motion carried by the following vote:

Yes: 7 - Ms. Balducci, Mr. Dembowski, Mr. Dunn, Ms. Kohl-Welles, Ms. Lambert, Mr. Upthegrove and Mr. von Reichbauer

Excused: 2 - Mr. Gossett and Mr. McDermott

11. Adjournment

The meeting was adjourned at 4:35 p.m.

Approved this _____ day of _____.

Clerk's Signature

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King County

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516 Third Avenue
Seattle, WA 98104

Meeting Minutes - Final Without Extra Items

King County Flood Control District

*Boardmembers: Reagan Dunn, Chair; Dave Upthegrove, Vice
Chair; Claudia Balducci, Rod Dembowski,
Larry Gossett, Jeanne Kohl-Welles, Kathy Lambert, Joe
McDermott, Pete von Reichbauer*

1:30 PM

Monday, February 22, 2016

Room 1001

**DRAFT MINUTES
SPECIAL MEETING
second corrected agenda**

1. **Call to Order**

The meeting was called to order at 1:40 p.m.

2. **Roll Call**

Present: 9 - Ms. Balducci, Mr. Dembowski, Mr. Dunn, Mr. Gossett, Ms. Kohl-Welles,
Ms. Lambert, Mr. McDermott, Mr. Upthegrove and Mr. von Reichbauer

3. Election of executive committee members

*Boardmember Upthegrove made a motion that Boardmembers Dunn, Upthegrove,
Lambert, von Reichbauer and Balducci will serve on the Flood Control Executive
Committee. The motion carried.*

4. **Adjournment**

The meeting adjourned at 1:41 p.m.

Approved this _____ day of _____.

Clerk's Signature

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KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

March 24, 2016

FCD Resolution

Proposed No. FCD2016-06.1

Sponsors

1 A RESOLUTION approving an interlocal agreement with the City
2 of Kent regarding design alternatives and property acquisition
3 relating to the Milwaukee II Levee.

4 WHEREAS, King County, through the water and land resources division of
5 the department of natural resources and parks, as service provider to the King
6 County Flood Control Zone District ("District") pursuant to an interlocal agreement
7 operates and maintains a major portion of the Green River levee system; and

8 WHEREAS, the Milwaukee II Levee ("Levee") is a key part of the Green
9 River levee system; and

10 WHEREAS, the District desires to improve the Levee ("the Project") to
11 provide improved flood protection and scour protection, to enable certification and
12 secure necessary land rights; and

13 WHEREAS, the District has included the Project in its CIP and budget, in a
14 total amount of \$8,500,000; and

15 WHEREAS, the city of Kent has agreed to construct the Project, in order to
16 provide for the safety of residents and businesses that are protected by the Levee;
17 and

18 WHEREAS, the District, King County and city of Kent ("the Parties") desire
19 to construct the Project as soon as possible, with a goal of construction in 2017; and

20 WHEREAS, the Parties desire to prepare an analysis and study of design and
21 construction alternatives for the Project, and select a preferred alternative for
22 recommendation to the District; and

23 WHEREAS, the Parties further intend that after the District selects a design
24 for the Project, the Parties will negotiate and enter into an agreement regarding final
25 design and construction of the Project, now, therefore,

26 BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE KING
27 COUNTY FLOOD CONTROL ZONE DISTRICT:

28 Section 1. The board of supervisors approves the "Agreement Regarding
29 Alternatives and Property Acquisition, Milwaukee II Levee Improvement Project, River
30 Mile 24.04 to 24.25, Right Bank", Attachment A to this resolution, and authorizes the
31 chair to sign the agreement.

32

KING COUNTY FLOOD CONTROL ZONE
DISTRICT
KING COUNTY, WASHINGTON

Reagan Dunn, Chair

ATTEST:

Anne Noris, Clerk of the Board

Attachments: A. Agreement Regarding Alternatives and Property Acquisition, Milwaukee II Levee Improvement Project, River Mile 24.04 to 24.25, Right Bank.

AGREEMENT REGARDING ALTERNATIVES AND PROPERTY ACQUISITION

Milwaukee II Levee Improvement Project

River Mile 24.04 to 24.25, Right Bank

THIS AGREEMENT REGARDING ALTERNATIVES AND PROPERTY ACQUISITION (“Agreement”) relating to the Milwaukee II Levee, River Mile 24.04 to 24.25, Right Bank, is entered into on the last date signed below by and between the CITY OF KENT, a Washington municipal corporation (“City”), and KING COUNTY FLOOD CONTROL ZONE DISTRICT, a quasi-municipal corporation of the State of Washington (“District”) (collectively, the “Parties”).

RECITALS

A. King County, Washington, through the Water and Land Resources Division of the King County Department of Natural Resources and Parks, as service provider to the District pursuant to an interlocal agreement with the District, operates and maintains a major portion of the Green River levee system.

B. The Milwaukee II Levee (“Levee”) is a key part of the Green River levee system. The District desires to improve the Levee to provide improved flood protection and scour protection, to enable certification and secure necessary land rights (the Levee improvement will hereafter be referred to as the “Project”). The area of the Project is the right bank of the Green River from River Mile 24.04 to 24.25.

C. The District has included the Project in its CIP and budget, in a total amount of \$8,500,000. The Parties believe that the estimated cost and expense of planning, design, property acquisition and construction of the Project will not exceed this total amount. The City has agreed to construct the Project, in order to provide for the safety of residents and businesses that are protected by the Levee. The Parties desire to construct the Project as soon as possible, with a goal of construction in 2017.

D. The preliminary plan for the Project is to increase the height of the Levee to achieve the Lower Green River System-Wide Improvement Framework’s provisional flood protection goal of 500-year or 18,800 cfs, plus three feet of freeboard. Before determining the final plan for the Project, the Parties desire to prepare an analysis and study of design and construction alternatives for the Project, and select a preferred alternative for recommendation to the District. The Parties further intend that after the District selects a design for the Project, the Parties will negotiate and enter into an Agreement regarding design and construction of the Project.

E. By Resolution No. FCD2015-07.2, adopted on July 13, 2015, the District determined that the flood control improvements included in the Resolution generally contribute to the objectives of the District’s comprehensive plan of development. In that Resolution, the District also approved funding for the Project.

AGREEMENT

The Parties agree as follows:

1. Incorporation of Recitals—Scope of Agreement. All recitals above are hereby incorporated in and ratified as part of this Agreement. This Agreement establishes the terms and conditions for preparation of an analysis and study of design and construction alternatives for the Project, selection of a preferred alternative, selection of a final design, and acquisition of necessary property interests for the Project .

2. Preparation of Study of Alternatives--Selection of Preferred Alternative.

a. After consultation with the District, the City shall select a consultant to prepare an analysis and study of alternatives for the Project (“Study”), as described below. Prior to entering into an agreement with the consultant, the City shall provide the proposed agreement to the District, including the scope of work. The City shall pay the consultant, and the District shall reimburse the City for such payments pursuant to section 4 below.

b. Prior to commencement of the Study, the City shall provide to the District a schedule for preparation and completion of the Study. The Study shall include, but not be limited to, the following:

i. A charter (project goals, objectives and process) for the Project substantially similar to the charter provided for in the King County Water and Land Resources Division Project Management Manual.

ii. An analysis of at least two and perhaps three design and construction alternatives for the Project, which consider flood protection, toe/scour protection and certification, and which include, but not be limited to, alignment and location of any floodwall and a comparison of the cost, benefits and impacts of an earthen levee versus a floodwall.

iii. Criteria for analyzing, comparing and ranking each Alternative.

iv. A conceptual level cost estimate to relocate South 259th Street landward from the riverbank, and to install salmon habitat structures and features in the Project.

c. The Study shall assume that the maximum Project cost is \$8,500,000.

d. Upon completion of a draft Study, the City shall provide a copy of the draft Study to the District for review and comment. After District approval of the draft Study, either as prepared by the City or as amended after review and comment by the District, the City shall prepare the final Study. Based on the final Study, the Parties shall rank the Alternatives using the criteria, and recommend a preferred Alternative to the District. The District shall select the Alternative that will be used in the design of the Project. The City shall not commence design of the Project until the District has selected a design and has authorized the City to proceed.

3. Acquisition and Transfer of Property Interests.

a. During this Agreement, the City is authorized to acquire property interests that are necessary for the Project under the preliminary plan for the Project, in accordance with the terms and conditions of this section. These property interests are set forth on **Exhibit A**, attached hereto and incorporated herein.

b. The property interests acquired by the City shall provide for ownership, construction, installation, operation, maintenance, repair, replacement and removal of the Project. If the property interest is an easement, the City shall use either the form of the standard River Protection Easement in Reference 8P to the King County Surface Water Design Manual, or a different form of River Protection Easement approved by the District. If the property interest is other than an easement, the City shall use a form of property interest document approved by the District.

c. Prior to execution or acceptance of any property interest document, the City shall consult with the District Executive Director or designee.

d. In acquiring the real property interests, the City shall comply with all applicable state and federal laws and regulations, including but not limited to the following:

- i. Washington State Department of Transportation *Right of Way Manual (M26.01.06)*.
- ii. *Title 23, Code of Federal Regulations*.
- iii. *Chapters 8.04 and 8.25 RCW*.
- iv. *Chapter 8.26 RCW and Chapter 365-24 WAC*.
- v. *Chapter 8.140 RCW and Chapter 308-125 WAC*.

e. The District shall reimburse the City for its costs and expenses of acquiring the property interests pursuant to section 4 below.

f. The City shall take title to the right-of-way of South 259 Street between the Union Pacific railroad and the east right-of-way edge of South 3rd Avenue.

4. Reimbursement of City Expenditures.

a. The maximum reimbursement for costs and expenses incurred by the City for the Study and property interest acquisitions pursuant to this Agreement shall be \$3,650,000.

b. No more than once a month, the City shall submit requests for reimbursement of City costs and expenses incurred on or after the effective date of this Agreement pursuant to sections 2 and 3 above; provided, that for costs and expenses incurred pursuant to section 3 above (property interests), the City shall not submit, and the District shall not consider, any requests for reimbursement until the City has executed or accepted a property interest document in accordance with section 3 above. The requests shall be in a form and shall contain information and data as required by the District. In connection with submittal of requests for reimbursement, the District may require the City to provide a status or progress report concerning the Study or the acquisition of property interests.

c. The District shall review the requests to confirm that they are reimbursable and payable under this Agreement. The District shall endeavor to complete such review within thirty (30) days of receipt of a request in order to determine whether they are reimbursable and payable under this Agreement. The District shall forward the approved reimbursement to the City within forty-five (45) days of the City's request.

d. The District may postpone review of a City request for reimbursement where all or any part of the request is inaccurate or incomplete. The District shall notify the City of any inaccuracies or incompleteness within thirty (30) days of receipt of the request. The City shall provide all additional information or data within thirty (30) days of the District's request for such additional information or data. If the request is still inaccurate or incomplete in the opinion of the District, the dispute shall be resolved in accordance with section 6 below. After resolution of the dispute, the District shall provide reimbursement as provided in this section 4.

e. The District may postpone payment of any request for reimbursement, up to a maximum of five percent (5%) of the request, where the City is delinquent in submittal, preparation or completion of any document or work required by this Agreement.

5. Duration—Effective Date. This Agreement shall take effect on the date on which the second party signs this Agreement, and shall remain in effect until the District selects a preferred Alternative or the Parties execute a design and construction Agreement, whichever occurs first.

6. Dispute Resolution. The Parties will seek to resolve any disputes under this Agreement as follows:

a. For disputes involving cost and expense reimbursements or payments, as provided for in section 4 above, submittal of all relevant information and data to an independent Certified Public Accountant or a Construction Claims Consultant, if agreed upon by the Parties, for a non-binding opinion as to the responsibility.

b. If the foregoing does not result in resolution and for all other disputes, the Parties may mutually select any informal means of resolution and resort will otherwise be had to the Superior Court for King County, Washington.

c. Each Party will be responsible for its own costs and attorney's fees in connection with the dispute resolution provisions of this section 6.

7. Third Parties. This Agreement and any activities authorized hereunder shall not be construed as granting any rights or privileges to any third person or entity, or as a guarantee or warranty of protection from flooding or flood damage to any person, entity or property, and nothing contained herein shall be construed as waiving any immunity to liability to the City, the District or King County, granted under state statute, including Chapters 86.12 and 86.15 RCW, or as otherwise granted or provided for by law.

8. Liens and Encumbrances. The City acknowledges and agrees that it will not cause or allow any lien or encumbrance arising from or related to this Agreement to be placed upon the real property interests of King County or the District. If such lien or encumbrance is so placed, King County or the District shall have the right to remove such lien and charge back the costs of such removal to the City.

9. Indemnification. To the maximum extent permitted by law, the City shall defend, indemnify and hold harmless the District and King County, and all of their officials, employees, principals and agents, from any and all claims, demands, suits, actions, losses, costs, reasonable attorney fees and expenses, fines, penalties and liability of any kind, including injuries to persons or damages to property, arising out of, or as a consequence of, the Project, the Study or this Agreement. As to all other obligations under this Agreement, to the maximum extent permitted by law, each Party shall defend, indemnify and hold harmless the other Party, and all of its officials, employees, principals and agents, from any and all claims, demands, suits, actions, fines, penalties and liability of any kind, including injuries to persons or damages to property, arising out of or relating to any negligent acts, errors or omissions of the indemnifying Party and its contractors, agents, employees and representatives in performing these obligations under this Agreement. However, if any such damages and injuries to persons or property are caused by or result from the concurrent negligence of the District or its contractors, employees, agents, or representatives, and the City or its contractor or employees, agents, or representatives, each Party's obligation hereunder applies only to the extent of the negligence of such Party or its

contractor or employees, agents, or representatives. This indemnification provision shall not be construed as waiving any immunity granted to the City, the District, or King County, under state statute, including chapters 86.12 and 86.15 RCW, as to any other entity.

The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under industrial insurance, Title 51 RCW, as respects the other Party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of claims made by the indemnitor's employees. This waiver has been mutually negotiated.

10. Insurance. Each Party recognizes that the other is self-insured and accepts such coverage for liability arising under this Agreement. Should any Party choose not to self-insure, that Party shall maintain and keep in full force and effect a policy of general liability insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence with an additional excess liability policy of not less than Ten Million Dollars (\$10,000,000) and will provide the other Party with a certificate of insurance and additional insured endorsement that will name the other Party as an additional insured.

11. Entire Agreement; Amendment. This Agreement, together with **Exhibit A**, represents a full recitation of the rights and responsibilities of the Parties and may be modified only in writing and upon the consent of both Parties. Should any conflict exist between the terms of this Agreement and the terms of **Exhibit A**, this Agreement shall control.

12. Binding Nature. The rights and duties contained in this Agreement shall inure to the benefit of and are binding upon the Parties and their respective successors in interest and assigns.

13. Notices, Communications and Documents. Unless applicable law requires a different method of giving notice, any and all notices, demands or other communications required or desired to be given hereunder by either Party (collectively, "notices") shall be in writing and shall be validly given or made to the other Party if delivered either personally or by Federal Express or other overnight delivery service of recognized standing, or if deposited in the United States Mail, certified, registered, or express mail with postage prepaid, or if sent by electronic mail. If such notice is personally delivered, it shall be conclusively deemed given at the time of such delivery. If such notice is delivered by Federal Express or other overnight delivery service of recognized standing, it shall be deemed given one business day after the deposit thereof with such delivery service. If such notice is mailed as provided herein, such shall be deemed given three business days after the deposit thereof in the United States Mail. If such notice is sent by electronic mail, it shall be deemed given at the time of the sender's transmission of the electronic mail communication, unless the sender receives a response that the electronic mail message was undeliverable. Each such notice shall be deemed given only if properly addressed to the Party to whom such notice is to be given as follows:

To City: Tim LaPorte, Public Works Director
220 Fourth Avenue South
Kent, WA 98032
Phone: (253)856-5500
Email: tlaporte@KentWA.gov

To District: Kjristine Lund, Executive Director
516 Third Avenue, Room 1200, W-1201
Seattle, WA 98104
Phone: (206) 477-2985
Email: Kjris.Lund@kingcounty.gov

Any Party may change its address for the purpose of receiving notices as herein provided by a written notice given in the manner aforesaid to the other Party.

14. Authority. The undersigned warrant that they have the authority duly granted by their respective legislative bodies to make and execute this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement, which shall become effective on the last date signed below.

CITY OF KENT

**KING COUNTY FLOOD CONTROL
ZONE DISTRICT**

By: _____
Suzette Cooke
Its: Mayor

By: _____
Reagan Dunn
Its: Board Chair

DATE: _____

DATE: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Assistant City Attorney

By: _____
Legal Counsel

EXHIBIT A**Property Interests to be Acquired by City of Kent****V&S Properties and Investment****Tax Parcel Number: 000660-0017**Parcel A:

Beginning at a point on the east line of the Cavanaugh Tract and the south line of county road which is 810.48 feet, more or less, east and 2,914.56 feet, more or less, south of the northwest corner of Samuel W. Russell Donation Claim Number 41, Section 24, Township 22 North, Range 4 East, W.M., in King County, Washington;

Thence south to the White River;

Thence westerly along the north bank of the White River to the easterly line of Chicago Milwaukee St. Paul and Pacific Railroad;

Thence northerly along said easterly line to the southerly line of said county road;

Thence easterly along said road line to point of beginning.

Parcel B:

Beginning 810.48 feet east and 2,914.56 feet south of the northwest corner of Samuel W. Russell Donation Claim Number 41, Section 24, Township 22 North, Range 4 East, W.M., in King County, Washington;

Thence south 82.5 feet, more or less, to White River;

Thence northeasterly along river, 198 feet to the south line of county road;

Thence westerly to the Point of Beginning.

Amrik Commercial Rentals LLC**Tax Parcel Number: 000660-0082**

That portion of the S.W. Russell Donation Land Claim No. 41, in King County, Washington, described as follows:

Commencing at the southeast corner of Waterman's Acre Tracts to the Town of Kent, according to the Plat recorded in Volume 12 of plats, page 11, in King County, Washington;

Thence south 88°02'30" west along the south line of said Plat 713.08 feet to the southerly production of the west line of South Third Avenue, as conveyed to the City of Kent by Deed Dated July 11, 1955, and recorded under Recording Number 4599830;

Thence south 1°55'37" East along said west line, and said west line produced, 1179.70 feet to an angle point in the southerly line of that Tract of land conveyed to C.L. Knudsen, W.H.

Meadowcroft and Fred E. Meadowcroft by Deed dated January 27, 1956, and recorded under Recording Number 4659959 and the True Point of Beginning;

Thence south $88^{\circ}02'30''$ west to the east line of the Tract of land conveyed to James A.

Cavanaugh by Deed dated December 8, 1885, and recorded under Recording Number 8870;

Thence south $1^{\circ}58'00''$ east along said east line 283.80 feet, more or less, to the north line of a County Road, being also the south boundary of a tract of land conveyed to Ralph E. Leber and La Vern June Leber his wife, by Deed dated February 4, 1955, and recorded under Recording Number 4543722;

Thence in an easterly direction along the north line of said County Road south $89^{\circ}17'00''$ east 242.10 feet, north $78^{\circ}06'00''$ east 239.10 feet north and $87^{\circ}14'00''$ east 330.61 feet, more or less, to said southerly production of the west line of said south Third Avenue;

Thence north $1^{\circ}55'37''$ west along said produced west line 249.16 feet, more or less, to the True Point of Beginning.

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KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

March 24, 2016

FCD Resolution

Proposed No. FCD2016-07.1

Sponsors

1 A RESOLUTION directing King County, acting on behalf of the
2 District, to transfer to the city of Snoqualmie six parcels within the
3 Snoqualmie River floodplain, subject to deed restrictions.

4 WHEREAS, the King County Flood Control Zone District ("District") was
5 established in part to provide integrated and coordinated floodplain management, to
6 protect effectively and efficiently public safety and property and to sustain the region's
7 prosperity; and

8 WHEREAS, the city of Snoqualmie ("City") has acquired contiguous properties
9 within the Snoqualmie River floodplain to reduce flood risk; and

10 WHEREAS, consistent with the City's acquisition program, King County, on
11 behalf of the District, (1) has acquired with District funds and Federal Emergency
12 Management Agency ("FEMA") funds five parcels on the Snoqualmie River (Assessor's
13 Parcel Nos. 7851200005, 7851200010, 781200015, 7851200020 and 3224089067)
14 ("FEMA funded parcels") and (2) has acquired with District funds one parcel in the same
15 vicinity (Assessor's Parcel No. 7849202025) ("District funded parcel")(collectively, the
16 "King County parcels"); and

17 WHEREAS, maintenance and operation of the King County parcels by the City
18 will be efficient and cost effective, because the City maintains and operates Snoqualmie
19 River floodplain parcels in the vicinity of the King County parcels; and

20 WHEREAS, the District board of supervisors desires to transfer the King County
21 parcels to the City in order to provide for efficient and cost effective maintenance and
22 operation of the King County parcels; and

23 WHEREAS, the District can protect the flood protection interests of King County
24 and the District in the King County parcels through deeds restrictions and restrictive
25 covenants in the parcel transfer documents; and

26 WHEREAS, by letter to the director of the King County water and land resources
27 division dated April 16, 2015, the mayor of the City, on behalf of the City, agreed to
28 accept the transfer of the five FEMA funded parcels, subject to certain conditions and
29 commitments; and

30 WHEREAS, by letter to the Washington Military Department dated December 9,
31 2015, the FEMA Regional Administrator approved the transfer of the five FEMA funded
32 parcels to the City, subject to certain terms and conditions; and

33 WHEREAS, K.C.C. 4.56.060.E.1.a. and K.C.C. 4.56.060.E.2. provides that the
34 District by resolution may direct King County, acting through the facilities management
35 division in coordination with the department of natural resources and parks, to convey
36 real property acquired in its name on behalf of the District to third parties; and

37 WHEREAS, the District board of supervisors desires to direct King County to
38 convey the FEMA funded parcels and the District funded parcel to the City for the
39 reasons stated above pursuant to K.C.C. 4.56.060.E.1.a. and K.C.C. 4.56.060.E.2.; now,
40 therefore

41 BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE KING
42 COUNTY FLOOD CONTROL ZONE DISTRICT:

43 SECTION 1. The District board of Supervisors directs King County to convey to
44 the city of Snoqualmie, by deeds in a form approved by the chair of the board and District
45 legal counsel, the Assessor's parcels listed below and shown on Attachment A as "FEMA
46 Funded Acquisitions", subject to (1) the Restrictive Covenants set forth in Exhibit B of
47 the "Declaration of Restrictive Covenants" at Attachment B, and (2) the terms and
48 conditions of the second and third full paragraphs of page 2 of the December 9, 2015,
49 letter to the Washington Military Department from FEMA at Attachment C:

50 7851200005 7851200020 7851200010
51 3224089067 7851200015

52 Attachments A, B and C are attached hereto and incorporated herein by reference.

53 SECTION 2. The board of supervisors directs King County to convey to the city
54 of Snoqualmie, by deed in a form approved by the chair of the board and District legal
55 counsel, Assessor's Parcel No. 7849202025 and shown on Attachment A as "FCD
56 Funded Acquisitions," subject to the Deed Restrictions at Attachment D, attached hereto
57 and incorporated herein by reference.

58

59 SECTION 3. The conveyances of Sections 1 and 2 shall be accomplished by
60 King County pursuant to K.C.C. 4.56.060.E.1.a. and KC.C. 4.56.060.E.2
61

KING COUNTY FLOOD CONTROL ZONE
DISTRICT
KING COUNTY, WASHINGTON

Reagan Dunn, Chair

ATTEST:

Anne Noris, Clerk of the Board

Attachments: A. FEMA Funded Acquisitions, B. Declaration of Restrictive Covenants, C. December 9
2015 letter to the Washington Military Department from FEMA, D. Deed Restrictions

ATTACHMENT B

Upon recording return to:
King County, DNRP (KSC-NR-0600)
Attn: Robert B. Jackson
Department of Natural Resources and Parks
201 South Jackson St., #600
Seattle, WA 98104-3855

CONFORMED COPY

20111213000708
KING COUNTY DN COV 0.00
PAGE-001 OF 007
12/13/2011 14:07

Declarant: King County, a Political Subdivision of the State of Washington

Abbreviated Legal Description: Lts 1-4, Snoqualmie-Meadowbrook Addition; and Ptn.
Govt. Lt. 6, Sec. 32, T24N, R8E.

Assessor's Parcel Nos.: 785120-0005-06; 785120-0010-09; 785120-0015-04; 785120-0020-07 &
322408-9067-07

Declaration of Restrictive Covenants

King County, a Political Subdivision of the State of Washington, is the owner of a real estate located in King County, State of Washington more particularly described in Exhibit A attached hereto and made part hereof (the "Property").

The purpose of this instrument is to place of record those certain Restrictive Covenants, which pursuant to a certain grant funding source made available to King County to acquire said Property require that the property be restricted to uses in accordance with the funds used to purchase said property. King County having acquired the Property pursuant to deed recorded under recording No. 2010043000615, between Eastside Associates Inc. a Washington Corporation (Grantor) and King County (Grantee).

Therefore the Property is hereby subject to the following Restrictive Covenants as required by said grant funding source:

As per Exhibit B attached hereto

In witness whereof King County has set its hand and seal this En day of December 2011.

King County, a Political Subdivision of the State of Washington

By: [Signature]

Title: Director, WRPD

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

Lots 1, 2, 3 and 4, Snoqualmie-Meadowbrook Addition, according to the plat thereof recorded in Volume 49 of Plats, page 90, records of King County, Washington.

PARCEL 2:

That portion of Government Lot 6, Section 32, Township 24 North, Range 8 East, W.M., in King County, Washington, lying Southerly of the Snoqualmie River, Northerly of Lots 1 and 2 and Easterly of Lot 3, all in Snoqualmie-Meadowbrook Addition, according to the plat thereof recorded in Volume 49 of Plats, page 90, records of King County, Washington, and Westerly of the Westerly line of Block 1 of Meadowbrook Addition, according to the plat thereof in Volume 26 of Plats, page 37, in King County, Washington.

EXHIBIT B

In reference to the property or properties ("Property") participating in the federally-assisted acquisition project:

WHEREAS, The Robert T. Stafford Disaster Relief and Emergency Assistance Act, ("The Stafford Act"), 42 U.S.C. § 5121 et seq., identifies the use of disaster relief funds under § 5170c, **Hazard Mitigation Grant Program ("HMGP")**, including the acquisition and relocation of structures in the floodplain;

WHEREAS, the mitigation grant program provides a process for a local government, through the State, to apply for federal funds for mitigation assistance to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the structures, and to maintain the use of the Property as open space in perpetuity;

Whereas, Washington State has applied for and been awarded such funding from the Department of Homeland Security, Federal Emergency Management Agency ("FEMA") and has entered into a mitigation grant program Grant Agreement dated October 29, 2009 with FEMA and herein incorporated by reference; making it a mitigation grant program grantee.

Whereas, the Property is located in King County, and King County participates in the National Flood Insurance Program ("NFIP") and is in good standing with NFIP as of the date of the Deed;

Whereas, the County, acting by and through the County Board, has applied for and been awarded federal funds pursuant to an agreement with Washington State dated October 29, 2009 ("State-Local Agreement"), and herein incorporated by reference, making it a mitigation grant program subgrantee;

WHEREAS, the terms of the mitigation grant program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-local Agreement require that the Grantee agree to conditions that restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values;

Now, therefore, the grant is made subject to the following terms and conditions:

1. Terms. Pursuant to the terms of the **Hazard Mitigation Grant Program ("HMGP")** statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-local Agreement, the following conditions and restrictions shall apply in perpetuity to the Property described in the attached deed and acquired by the Grantee pursuant to FEMA program requirements concerning the acquisition of property for open space:

a. Compatible uses. The Property shall be dedicated and maintained in perpetuity as open space for the conservation of natural floodplain functions. Such uses may include: parks for outdoor recreational activities; wetlands management; nature reserves; cultivation; grazing; camping (except where adequate warning time is not available to allow evacuation); unimproved, unpaved

parking lots; buffer zones; and other uses consistent with FEMA guidance for open space acquisition, Hazard Mitigation Assistance, Requirements for Property Acquisition and Relocation for Open Space.

b. Structures. No new structures or improvements shall be erected on the Property other than:

i. A public facility that is open on all sides and functionally related to a designated open space or recreational use;

ii. A public rest room; or

iii. A structure that is compatible with open space and conserves the natural function of the floodplain, including the uses described in Paragraph 1.a., above, and approved by the FEMA Administrator in writing before construction of the structure begins.

Any improvements on the Property shall be in accordance with proper floodplain management policies and practices. Structures built on the Property according to paragraph b. of this section shall be floodproofed or elevated to at least the base flood level plus 1 foot of freeboard, or greater, if required by FEMA, or if required by any State, Tribal, or local ordinance, and in accordance with criteria established by the FEMA Administrator.

c. Disaster Assistance and Flood Insurance. No Federal entity or source may provide disaster assistance for any purpose with respect to the Property, nor may any application for such assistance be made to any Federal entity or source. The Property is not eligible for coverage under the NFIP for damage to structures on the property occurring after the date of the property settlement, except for pre-existing structures being relocated off the property as a result of the project.

d. Transfer. The Grantee, including successors in interest, shall convey any interest in the Property only if the FEMA Regional Administrator, through the State, gives prior written approval of the transferee in accordance with this paragraph.

i. The request by the Grantee, through the State, to the FEMA Regional Administrator must include a signed statement from the proposed transferee that it acknowledges and agrees to be bound by the terms of this section, and documentation of its status as a qualified conservation organization if applicable.

ii. The Grantee may convey a property interest only to a public entity or to a qualified conservation organization. However, the Grantee may convey an easement or lease to a private individual or entity for purposes compatible with the uses described in paragraph (a), of this section, with the prior approval of the FEMA Regional Administrator, and so long as the conveyance does not include authority to control and enforce the terms and conditions of this section.

iii. If title to the Property is transferred to a public entity other than one with a conservation mission, it must be conveyed subject to a conservation easement that shall be recorded with the

deed and shall incorporate all terms and conditions set forth in this section, including the easement holder's responsibility to enforce the easement. This shall be accomplished by one of the following means:

a) The Grantee shall convey, in accordance with this paragraph, a conservation easement to an entity other than the title holder, which shall be recorded with the deed, or

b) At the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.

iv. Conveyance of any property interest must reference and incorporate the original deed restrictions providing notice of the conditions in this section and must incorporate a provision for the property interest to revert to the State, Tribe, or local government in the event that the transferee ceases to exist or loses its eligible status under this section.

2. **Inspection.** FEMA, its representatives and assigns including the State or Tribe shall have the right to enter upon the Property, at reasonable times and with reasonable notice, for the purpose of inspecting the Property to ensure compliance with the terms of this part, the Property conveyance and of the grant award.

3. **Monitoring and Reporting.** Every three years, beginning on July 1, 2015, the Grantee (mitigation grant program subgrantee), in coordination with any current successor in interest, shall submit through the State to the FEMA Regional Administrator a report certifying that the Grantee has inspected the Property within the month preceding the report, and that the Property continues to be maintained consistent with the provisions of 44 C.F.R. Part 80, the property conveyance, and the grant award.

4. **Enforcement.** The Grantee (mitigation grant program subgrantee), the State, FEMA, and their respective representatives, successors and assigns, are responsible for taking measures to bring the Property back into compliance if the Property is not maintained according to the terms of 44 C.F.R. Part 80, the property conveyance, and the grant award. The relative rights and responsibilities of FEMA, the State, the Grantee, and subsequent holders of the property interest at the time of enforcement, shall include the following:

a. The State will notify the Grantee and any current holder of the property interest in writing and advise them that they have 60 days to correct the violation.

i. If the Grantee or any current holder of the property interest fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.

ii. FEMA, its representatives, and assignees may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to 1 or more of the following:

a) Withholding FEMA mitigation awards or assistance from the State or Tribe, and Grantee; and current holder of the property interest.

b) Requiring transfer of title. The Grantee or the current holder of the property interest shall bear the costs of bringing the Property back into compliance with the terms of the grant; or

c) Bringing an action at law or in equity in a court of competent jurisdiction against any or all of the following parties: the State, the Tribe, the local community, and their respective successors.

5. Amendment. This agreement may be amended upon signatures of FEMA, the State, and the Grantee only to the extent that such amendment does not affect the fundamental and statutory purposes underlying the agreement.

6. Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

ATTACHMENT C

U.S. Department of Homeland Security
Region X
130 228th Street, SW
Bothell, WA 98021-9796

RECEIVED EMD



FEMA

DEC 7 2015

December 9, 2015

Kurt Hardin, Governor's Authorized Representative
Division of Emergency Management
Washington Military Department
Building 20, MS: TA-20
20 Aviation Drive
Camp Murray, Washington 98430-5112

RE: Hazard Mitigation Grant Program (HMGP) for DR-1817-WA
Transfer of Property Acquired for Purposes of Open Space – Riverside Mobile Home Park
From King County to the City of Snoqualmie

Dear Mr. Hardin:

The U.S. Department of Homeland Security's Federal Emergency Management Agency (FEMA) Region 10 hereby approves the State's request of May 6, 2015, for transfer of ownership of the properties listed below that were acquired using FEMA Hazard Mitigation Grant Program funds from FEMA-1817-DR-WA. The open space acquisition project 1817-10-R was awarded on November 19, 2009. These properties comprise the former Riverside Mobile Home Park on the south bank of the Snoqualmie River not far from downtown Snoqualmie.

King County Parcels

322408-9067
785120-0005
785120-0010
785120-0015
785120-0020

Transfer of these properties from the original sub-recipient, King County, to the City of Snoqualmie is compliant with the provisions of FEMA's Open Space Acquisition Rule at 44 CFR 80.19(b)(2). The transfer of acquired Open Space property is allowed, subject to Regional Administrator approval, to a "public entity" or a "qualified conservation organization." The City qualifies as a "public entity with a conservation mission", per 80.19(b)(3), per these findings:

- 1) The April 16, 2015, letter from Matthew R. Larson, City of Snoqualmie, accepts the transferred property and commits to "maintain use of the Properties as open space in perpetuity and preserve natural floodplain values according to the deed restrictions..."
- 2) The City of Snoqualmie maintains an active, well-funded Parks and Recreation Program.
- 3) The City's Comprehensive Plan, *Snoqualmie 2032*, adopted October 2, 2015, designates the entire property area and adjoining river shoreline as "Parks/Open Space."

www.fema.gov

Mr. Hardin
December 9, 2015
Page 2

- Comprehensive Plans in the State of Washington are subject to State review and compliance with the Growth Management Act.
- 4) The Vision and Policy element of the *Snoqualmie 2032*, contains the following Land Use Objective under section 3. Flood Plain Land Use, on Page 1-22: **7.3 Development and conservation within the 100-year floodplain is managed to protect existing and new development from flood hazards and to promote enjoyment of the natural and scenic character of the Snoqualmie River shoreline.**
 - 5) The City's Draft Shoreline Master Program, currently under update in compliance with the State's Shoreline Management Act, indicates that a Snoqualmie River shoreline trail, the Riverwalk, is proposed to be constructed along the south bank of the river, from downtown to or beyond the properties being transferred. A Draft Riverwalk Master Plan, was posted on the City's website October 2, 2015.

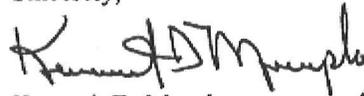
In accordance with the recorded Open Space Deed Restriction, the properties must continue to be managed as Open Space in perpetuity for the conservation of natural floodplain functions, in accordance with all requirements of 44 CFR 80.19. Potential improvements related to the proposed Riverwalk, such as pervious surfaces, open-sided structures and restrooms to support public parks and recreation uses, are permitted without consultation with FEMA. However, as a reminder, uses that are not allowed outright include temporary or long-term storage of materials, vehicles, or manufactured housing, the construction of any other types of walled-and-roofed structures, or installation of impervious surfaces, i.e. anything that does not meet Federal land use and oversight requirements. In certain circumstances, exceptions can be made and unlisted uses and activities can be considered, subject to prior approval by the FEMA Regional Administrator following a favorable review per National Environmental Policy Act (NEPA) and related laws and Executive Orders.

The City is also required to monitor use of the property for compliance with these restrictions and to send a report to Washington EMD at least every three (3) years confirming that the property is still being used as open space.

We request that the County include language in the Deed Transfer citing the Open Space Deed Restriction, and reflecting the City's commitment via the letter of April 16, 2015, that the property interest would revert to King County if the property were ever proposed for use other than to support natural and beneficial functions of the floodplain.

For further assistance, please contact Steven Randolph, at (425) 487-4671.

Sincerely,



Kenneth D. Murphy
Regional Administrator

Cc: Tim Cook, WA EMD



OFFICE OF THE MAYOR
Matthew R. Larson

8020 Railroad Ave SE
PO Box 987
Snoqualmie, WA 98065

Office: 425-888-8307
Cell: 425-281-3333
Fax: 425-831-6041

www.ci.snoqualmie.wa.us
mayor@ci.snoqualmie.wa.us

April 16, 2015

Mr. Mark Isaacson
Division Director
King County Water and Land Resources Division
201 S. Jackson St, Suite 600
Seattle, WA 98104

RE: Transfer of Property Interest

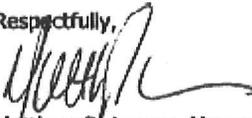
Dear Mr. Isaacson:

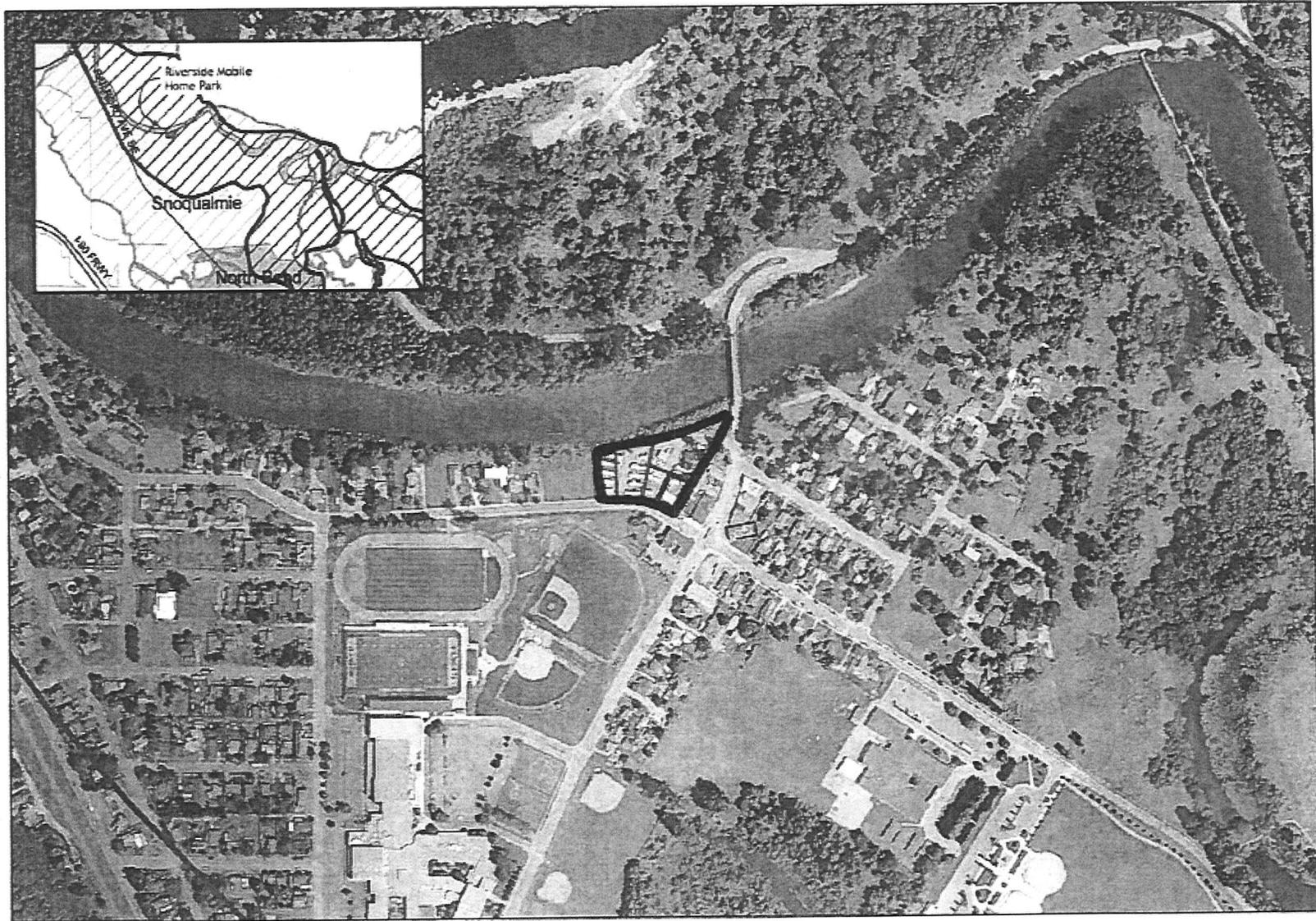
This letter is in reference to Parcels: 7851200005, 7851200010, 7851200015, 7851200020, and 3224089067 ("Properties"), which are located along the Snoqualmie River, within the City of Snoqualmie limits. King County acquired the Properties in 2010 with Hazard Mitigation Grant Program (HMGP) funds (HMGP 2009 DR 1817) for permanent Open Space. The City understands that it is the intent of King County to transfer property interests of the identified parcels to the City of Snoqualmie.

The City accepts the transferred Properties and acknowledges and agrees to be bound by the terms of the original mitigation grant conveyance according to 44 CFR Part 80 and the Addendum to the Hazard Mitigation Assistance (HMA) Unified Guidance. With respect to the Properties, and per Robert T Stafford Disaster Relief and Emergency Assistance Act ("Stafford Act"), the City of Snoqualmie will maintain the use of the Properties as open space in perpetuity in order to protect and preserve natural floodplain values according to the deed restrictions set forth in the Warranty Deed and associated Declaration of Restrictive Covenants.

In the event that the City of Snoqualmie ceases to exist or loses its eligible status as defined under the HMA guidance, the property interests will revert to King County, or the State of Washington.

The City of Snoqualmie supports and accepts the transfer of Properties from King County to the City.

Respectfully,

Matthew R. Larson, Mayor

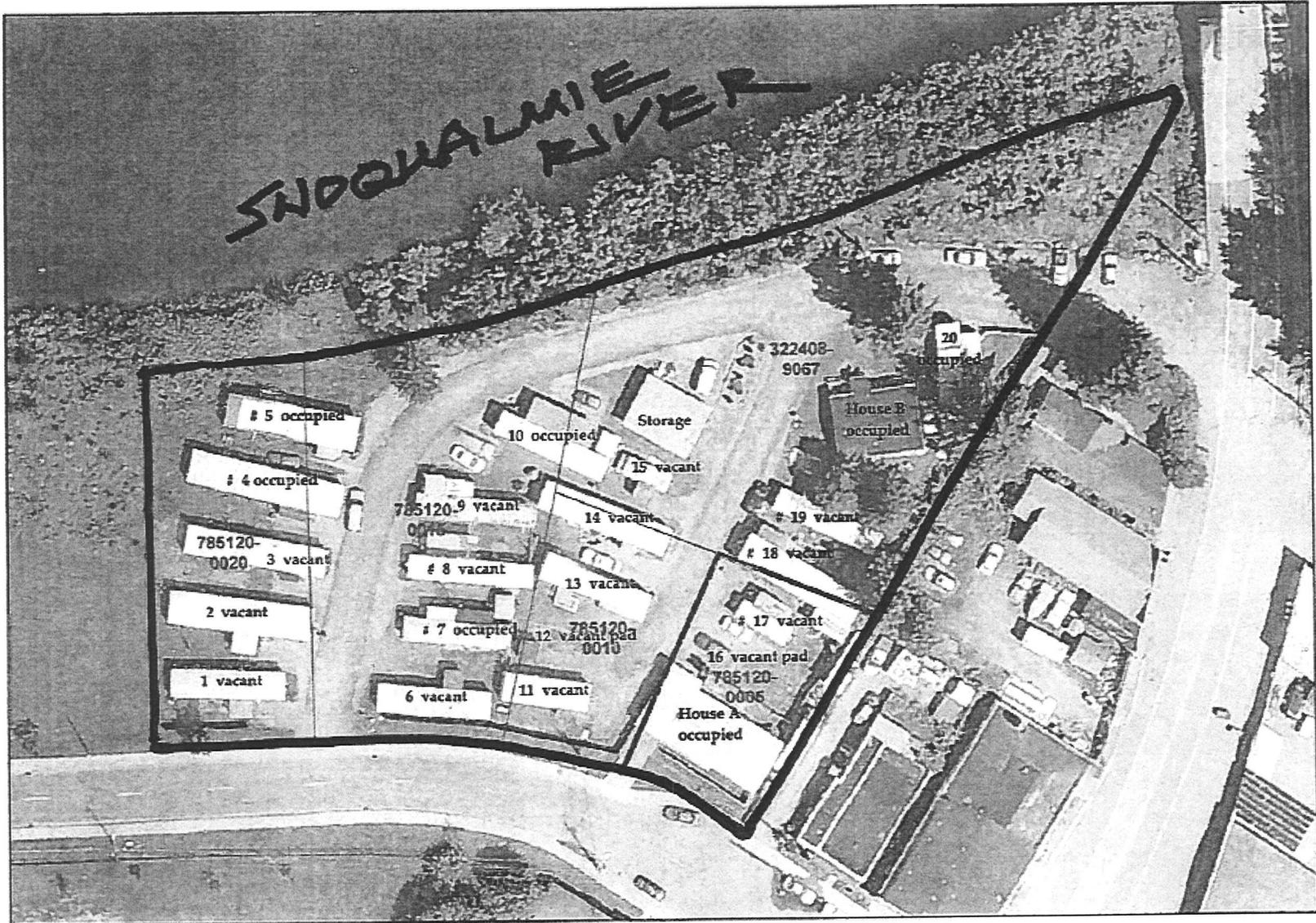


Riverside Mobile Home Park Vicinity

-  Floodway
-  100 Year Floodplain
-  To be purchased by King County Flood Control District



King County
 Department of Natural Resources and Parks
 Water and Land Resources Division
 \\dnr\projects\WA_R\05095\fdplain_map.mxd KR



Riverside Mobile Home Park

- # Privately-owned Mobile Homes
- To be purchased by King County Flood Control District



King County
Department of Natural Resources and Parks
Water and Land Resources Division

file:///projects/WLRD/0909/Hazard_evigation.mxd KR

VISION & POLICY PLAN 1 - 22

3. FLOODPLAIN LAND USE

Objective:

7.3 Development and conservation within the 100-year floodplain is managed to protect existing and new development from flood hazards and to promote enjoyment of the natural and scenic character of the Snoqualmie River shoreline.

Policies:

7.3.1 Limit creation of new single family residential lots in the floodplain to low density where roads and services are adjacent, but allow for small lot infill and redevelopment with attached townhomes and residential units above commercial uses in the floodplain where such uses can be served by alleys and are within walking distance of the historic downtown commercial core.

7.3.2 Encourage a range of housing options and settings by allowing for creation of new lots in the floodplain through subdivisions with various low density lot sizes as appropriate, depending on existing infrastructure, development pattern and proximity to the downtown core.

7.3.3 Help protect development from flood hazards through residential lot coverage standards and impervious surface standards for different land use designations.

7.3.4 Use the Floodway Overlay District (SMC 17.40) for residentially-zoned districts within the 100-year floodway to provide opportunity for commercial uses compatible in scale, character and impacts to existing single-family uses.

Additional flooding policies are in
Policy Plan Section 6.5 *Frequently
Flooded Areas* and Policy 4.1.2.

7.3.5 Work with the King County Flood Control District to target high risk, chronically affected and repetitive loss riverfront properties within the floodway for eventual acquisition.

7.3.6 Do not permit the construction of critical facilities or heavy industrial uses within the floodplain unless there is no feasible alternative. Require critical facilities permitted within the floodplain to be elevated or floodproofed consistent with FEMA technical guidance.

Example critical facilities include hospitals,
police, fire, emergency response, and
installations which produce, use or store
hazardous materials or hazardous waste.

7.3.7 Continue to participate in the FEMA Flood Insurance Program and Community Rating System, and implement measures to improve the City's flood insurance rating to benefit floodplain property owners.

7.3.8 Require the first floor of new residential construction and construction involving substantial improvements to existing residential structures to be elevated to at least three feet above the base flood elevation.

IMPLEMENTATION 2 - 2

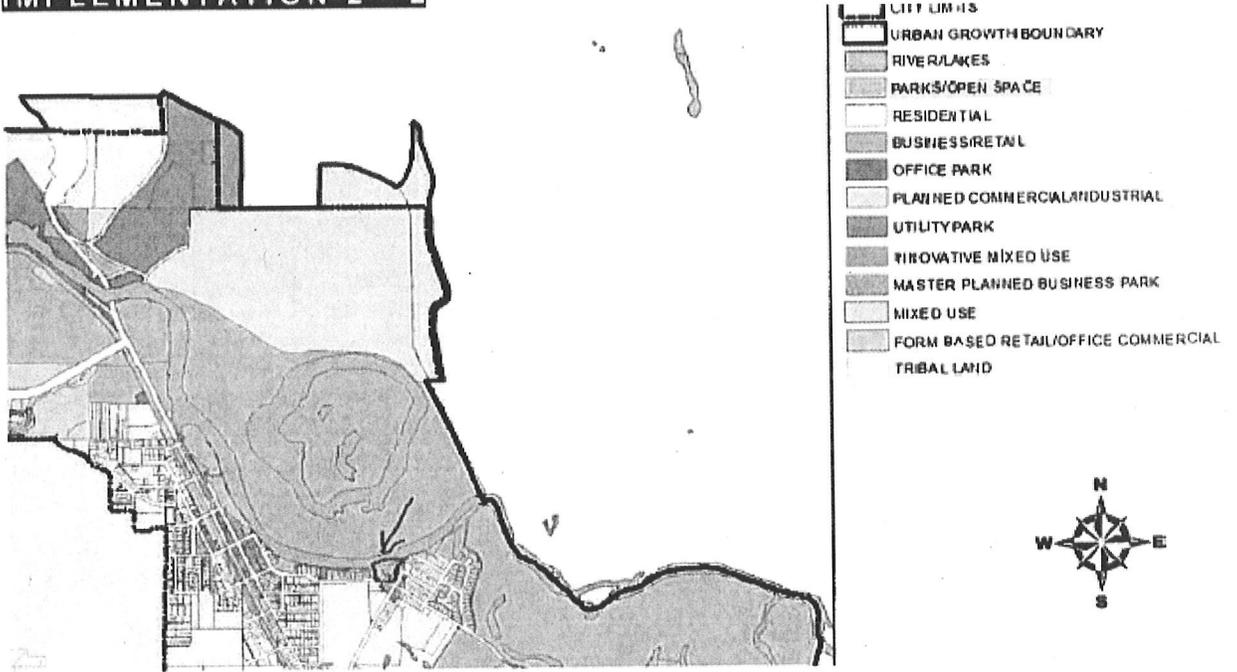


Figure 2.1 Land Use Designations

The 5 parcels comprising the Riverside Mobile Home Park buyout, are all designated for PARKS/OPEN SPACE use on the City of Snoqualmie's 2032 Comprehensive Plan.

PARCELS:

322408-9067

785120-0005

785120-0010

785120-0015

785120-0020

ATTACHMENT D

DEED RESTRICTIONS

Use Restrictions, substantially in the form of the following, must appear on the deed transferring tax parcel No. 7849202025 from by King County to the City of Snoqualmie:

1. Compatible Uses. The Property shall be used only for purposes compatible with open space, flood control and protection, floodplain management, recreational, or wetlands management activities and practices; in general, such uses include parks for outdoor recreational activities, nature reserves, unimproved permeable parking lots or trails and other uses consistent with the open space, flood control and protection, floodplain management, recreational and wetlands management character of the lands.
2. Structures. No new structures or improvements shall be erected on the Property other than:
 - a. A public facility that is open on all sides and functionally related to the open space use;
 - b. A structure that is compatible with the uses described in paragraph 1 above, and approved by the Director of the King County Department of Natural Resources and Parks, or successor, in writing prior to the commencement of the construction of the structure.
 - c. Any structures built on the Property according to this paragraph 2, shall be flood proofed or elevated to the Base Flood Elevation plus the amount of

freeboard applicable in accordance with regulations in effect at the time of such construction.

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KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

March 24, 2016

FCD Resolution

Proposed No. FCD2016-08.1

Sponsors

1 A RESOULTION directing King County to convey certain
2 real property acquired by King County on behalf of the
3 King County Flood Control Zone District.

4 WHEREAS, King County ("County"), acting through the department of natural
5 resources and parks ("Department"), serves as the primary service provider for the Flood
6 Control Zone District ("District") pursuant to an interlocal agreement between the County
7 and the District ("Interlocal Agreement"); and

8 WHEREAS, among its duties as service provider, the County, through the
9 Department, implements the District's annual work program, a substantial portion of
10 which involves capital flood management or protection projects; and

11 WHEREAS, implementation of a capital project may include acquisition of real
12 property or real property interests; and

13 WHEREAS, pursuant to the Interlocal Agreement, the County is authorized to
14 acquire in its name only, on behalf of the District, before and during design, construction
15 and construction management of a capital project, all necessary real property or real
16 property interests, which must be transferred later to the District; and

17 WHEREAS, in 2012 as part of the Briscoe Desimone levee project along the
18 Green River, the County acquired the Rivers Edge Business Park property on behalf of
19 the District; and

20 WHEREAS, the District has determined that the Rivers Edge Business Park
21 property is not needed for flood control purposes and should be sold, with proceeds from
22 the sale used for other District flood control capital projects in the Green River basin; and

23 WHEREAS, K.C.C. 4.56.060.E provides that the District by resolution may direct
24 the County, acting through the facilities management division in coordination with the
25 Department, to sell real property acquired in its name on behalf of the District to the
26 highest responsible bidder at public auction or sealed bid, under certain conditions, with
27 proceeds of the sale remitted to the District; and

28 WHEREAS, the District board of supervisors desires to direct the County to sell
29 the Rivers Edge Business Park property pursuant to K.C.C. 4.56.060.E.1. and 4.56.060.E
30

KING COUNTY FLOOD CONTROL ZONE
DISTRICT
KING COUNTY, WASHINGTON

Reagan Dunn, Chair

ATTEST:

Anne Noris, Clerk of the Board

Attachments: None