

May 7, 1990
JLPLAN/lb

Introduced by: Audrey Gruger
Brian Derdowski
Lois North
Proposed No.: 90-400

MOTION NO. **7918**

A MOTION requesting the county executive to prepare a contingency plan for jail operations in the event that the population of any King County corrections facility approaches the capacity of that facility as identified in the 1988 Population Management Plan.

WHEREAS, the King County downtown corrections facility has suffered crowding problems since it opened in 1986, and

WHEREAS, the population of the King County corrections system has increased consistently over time, and

WHEREAS, the King County executive in 1988 developed a Population Management Plan to manage the jail population until additional correctional capacity can be provided, and

WHEREAS, the Population Management Plan determined the maximum number of inmates that can be safely housed in King County corrections facilities, and

WHEREAS, it is in the best interest of King County to maintain the jail population within the maximum capacity determined in the Population Management Plan, and

WHEREAS, King County is currently attempting to site an interim housing facility to relieve population pressure on the corrections facilities until additional permanent corrections can be established, and

WHEREAS, it is possible that the maximum capacity of the King County corrections facilities could be exceeded before additional capacity is provided;

NOW, THEREFORE, BE IT MOVED by the Council of King County:

The King County executive is hereby requested to develop and submit for council approval a contingency plan for managing the jail population prior to the occupancy of a new permanent jail facility. The contingency plan should include schedules for the occupancy of both the interim facility and the permanent jail facility. The schedules should include provisions for potential appeals of any required Environmental

0 Impact Statements. The contingency plan should identify the
1 projected number that the jail population will exceed available
2 capacity prior to occupancy of both the interim facility and
3 the permanent facility. The contingency plan should identify
4 the nature, location and cost of emergency capacity
5 requirements and/or a process for restricting bookings or early
6 release of inmates to accommodate the projected population. If
7 restricted bookings or early release is anticipated, the plan
8 should include an identification of the types of inmates that
9 will not be booked or will be released early and a process for
10 implementation. The process for implementation shall include a
11 plan and budget for supervision or monitoring of inmates who
12 are not booked or inmates who are released early.

13 PASSED this 14th day of May, 1990.

14 KING COUNTY COUNCIL
15 KING COUNTY, WASHINGTON

16 Lois North
17 Chairman

18 ATTEST:

19 Gerald A. Peterson
20 Clerk of the Council

December 11, 1989

INTRODUCED BY BRUCE LAING

PROPOSED NO. 89 - 937

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MOTION NO 7819

A MOTION relating to an agreement between King County and the City of Snoqualmie which defines how they shall cooperate during annexation and development of the Snoqualmie expansion area known as the Lake Alice Plateau.

WHEREAS, King County adopted a Motion #88-830 defining a Cooperative Planning Agreement between King County and the City of Snoqualmie Comprehensive Development Plan; and

WHEREAS, King County adopted the Snoqualmie Valley Community Plan on August 30, 1989, which outlines goals and policies for the Snoqualmie planning area related to water quality, flooding, resource protection, rural preservation, city expansions and annexations; and

WHEREAS, the Snoqualmie Valley Community Plan outlines criteria whereby the County will support annexations to Snoqualmie valley cities, and calls for the preparation of an Interlocal Agreement as a necessary component for the County to support annexation; and

WHEREAS, the City of Snoqualmie has designated a Potential Annexation Area on the Lake Alice Plateau, and adopted annexation policies expressing Snoqualmie's interest in future economic viability and control over areas the directly affect the City; and

WHEREAS, the City of Snoqualmie has adopted Snoqualmie Vicinity Comprehensive Plan Subelement J.I. providing for long term development of the annexation area on the Lake Alice Plateau in phases in compliance with Snoqualmie's annexation policies and in compliance with the expansion area adopted by King County; and

WHEREAS, the City of Snoqualmie has adopted a Resolution of Intention to annex property whose boundaries are consistent with the provisions of the attached Interlocal Agreement; and

WHEREAS, King County and the City of Snoqualmie has cooperated to resolve issues of responsibility and cooperative planning; and

WHEREAS, the resolution of these issues is embodied in the Interlocal Agreement attached to this motion;

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NOW THEREFORE BE IT MOVED by the Council of King County:

The King County executive is hereby authorized to execute the interlocal agreement, attached hereto as Appendix A, between King County, City of Snoqualmie and Snoqualmie Ridge associates regarding the City of Snoqualmie's proposed annexation on the Lake Alice Plateau.

PASSED this 12th day of February, 1990.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Lois North
Chair

ATTEST:

J Crawford II
Clerk of the Council

M:mots

Date: February 12, 1990

AGREEMENT BETWEEN THE CITY OF SNOQUALMIE,
KING COUNTY, AND SNOQUALMIE RIDGE ASSOCIATES
REGARDING SNOQUALMIE'S FUTURE ANNEXATION OF PROPERTY
ON THE LAKE ALICE PLATEAU

RECITALS

WHEREAS, Snoqualmie's annexation policies require long-term master planning for properties in the Lake Alice Plateau and Echo Lake Interchange areas, and

WHEREAS, the City of Snoqualmie ("Snoqualmie") has designated a Potential Annexation Area and adopted annexation policies expressing Snoqualmie's interest in future economic viability and control over future development of areas that directly affect the City, and

WHEREAS, King County has adopted the Snoqualmie Valley Community Plan, designating expansion areas for the Valley cities and setting forth policies to contain urban development within those expansion areas to protect the regional interests potentially affected by future annexations in the Snoqualmie Valley, and

WHEREAS, the Expansion Area for Snoqualmie as identified in the Snoqualmie Valley Community Plan is substantially less than and different from the City's Potential Annexation Area, and

WHEREAS, King County policies direct urban-density residential and economic development to occur in the Snoqualmie Valley cities and their expansion areas in order to enhance the economic vitality of the cities, accommodate growth, and preserve rural lands from pressure for higher intensity development, and

WHEREAS, Snoqualmie Ridge Associates ("SRA") has submitted a petition for annexation and a master plan for property, known as Snoqualmie Ridge, on the Lake Alice Plateau adjacent to Snoqualmie within King County's Snoqualmie Valley Community Plan area, and

WHEREAS, the Snoqualmie Ridge master plan, as reviewed, extensively revised, recommended by the Snoqualmie Planning Commission and adopted by the City Council as Snoqualmie Vicinity Comprehensive Plan Subelement J.1, provides for long-term development of the Annexation Area in phases in compliance with

Snoqualmie's annexation policies, and in compliance with the expansion area adopted by King County, and

WHEREAS, SRA agrees to manage its property in compliance with adopted policies, to mitigate the impacts of development of its property, and to support interlocal cooperation between Snoqualmie and King County, and

WHEREAS, the City of Snoqualmie has adopted a Resolution of Intention to annex property whose boundaries are consistent with the provisions of this Agreement, and

WHEREAS, each jurisdiction has responsibility and authority to plan for and regulate uses of land in the area covered by this Agreement and by law must consider the impacts of its actions on adjacent jurisdictions, and

WHEREAS, the parties agree that it is in the public interest and consistent with King County Comprehensive Plan Policies PI 302 through PI 305, Snoqualmie Vicinity Comprehensive Plan General Development Goal 6, and other policies of the two jurisdictions to establish a process for interlocal cooperation on planning and annexation issues, and

WHEREAS, the area around the Echo Lake Interchange presents planning issues of importance to both King County and Snoqualmie, related to its location along the I-90 Corridor and the likelihood that it will become the "gateway" entrance to Snoqualmie, and identified in the King County Comprehensive Plan, p. 85, the King County Economic Development Plan, p. 3.17, and the Snoqualmie Vicinity Comprehensive Plan, Element H (as amended, March 1987), and

WHEREAS, RCW 39.34 provides authority for jurisdictions to enter into interlocal agreements, and state law authorizes contracts between jurisdictions and property owners defining conditions of land use approvals;

NOW, THEREFORE, Snoqualmie, King County, and SRA agree as follows:

SECTION I: PARTIES AND MUTUAL CONSIDERATION

The parties to this agreement are King County (hereinafter referred to as "County"), the City of Snoqualmie (hereinafter referred to as "Snoqualmie"), and Snoqualmie Ridge Associates, a private property owner holding property on the Lake Alice Plateau, lying southwest of Snoqualmie (hereinafter referred to as "SRA"). The parties acknowledge that they have diverse and potentially conflicting objectives with regard to the development proposed

by the owner on the Lake Alice Plateau, and that this Agreement is entered into to resolve those issues in a mutually beneficial way. The parties covenant to perform such acts as may be called for by this Agreement, and to be held contractually responsible for such acts. In consideration of King County agreeing to support an annexation consistent with the terms of this Agreement and to be bound by the terms of this Agreement, Snoqualmie agreeing not to seek annexations inconsistent with the terms of this Agreement and to be bound by the terms of this Agreement, SRA agreeing to be bound to the commitments contained within this Agreement, the parties agree as follows.

This Agreement is intended to implement King County's Snoqualmie Valley Community Plan adopted in August 1989 and the City's Snoqualmie Vicinity Comprehensive Plan adopted in 1983 and amended in 1987 and 1989, as follows:

- A. To satisfy the requirements of King County's Snoqualmie Valley Community Plan Policies SQP 78(A) and SQP 78(B) through commitments by Snoqualmie and SRA to perform the tasks and apply the standards and conditions called for in those policies during phased development of SRA's property within Snoqualmie's expansion area, as defined below.
- B. To enable King County to support annexation and future development of SRA's property within Snoqualmie's expansion area, as defined below, with assurance that regional interests will be protected.
- C. To assure that SRA complies with the adopted policies of Snoqualmie and King County and to mitigate impacts identified through environmental review, to the satisfaction of the County and the City.
- D. To provide a means by which King County and Snoqualmie will consider each other's plans, regulations and policies in annexations, land use development, capital improvement planning, and natural resource protection within the area that is the subject of this Agreement.
- E. To create an environment for meaningful interjurisdictional communication, coordination, and decision-making between King County and Snoqualmie for issues related to annexations, land use development, capital improvement planning, natural resource protection, and the timing and phasing of all of the above.

SECTION II: DEFINITIONS

- A. "Annexation Area" means the area to be considered for annexation under this Agreement. The annexation area is described in Attachment 1 and shown as Area A on the map attached to this Agreement as Attachment 2. The annexation area is located within but is smaller than and therefore should be distinguished from the following areas, which are shown on the map attached to this Agreement as Attachment 3: (1) the Potential Annexation Area designated by Snoqualmie as an amendment to the Snoqualmie Vicinity Comprehensive Plan in March, 1987; (2) the property, known as Snoqualmie Ridge, which is the subject of SRA's annexation petition filed in May, 1988; and (3) the expansion area designated for Snoqualmie by King County's Snoqualmie Valley Community Plan in August, 1989.
- B. "Coordinating Board" means the Coordinating Board established to direct the cooperative planning process initiated by Snoqualmie Resolution No. 297 and King County Motion No. 88-830, adopted in March, 1989, defining a cooperative planning agreement between the two jurisdictions.
- C. "Development Standards" means all statutes, ordinances and regulations governing development, including but not limited to standards related to environmentally sensitive areas, surface water management, historic preservation, and parks and open space. Standards that will apply will be those in effect at the time of permit approval but shall be no less than those described in this Agreement.
- D. "Environmental Review" means the procedure for analyzing potential adverse environmental impacts under the State Environmental Policy Act ("SEPA") and the SEPA Rules.
- E. "Snoqualmie's Expansion Area" means the area of unincorporated King County contiguous to Snoqualmie that the King County Snoqualmie Valley Community Plan has designated as appropriate for future annexation. King County will support annexation in this area when the annexation request meets criteria specified in the Community Plan. The Annexation Area covered by this agreement lies within Snoqualmie's Expansion Area.

- F. "Snoqualmie's Potential Annexation Area" means the area of unincorporated King County which is so designated by the City's Snoqualmie Vicinity Comprehensive Plan as amended in March, 1987.
- G. "Snoqualmie Ridge Parkway" means the proposed principal arterial between the I-90/SR-18 Interchange and SR-202.
- H. "Subelement J.1 of the Snoqualmie Vicinity Comprehensive Plan" means the master plan submitted by SRA for future development of Snoqualmie Ridge, as reviewed, extensively revised, recommended by the Snoqualmie Planning Commission and adopted by the Snoqualmie City Council as new Subelement J.1 of the Snoqualmie Vicinity Comprehensive Plan.

SECTION III: ANNEXATION AREA

- A. Boundaries. Subject to the provisions of this Agreement, Snoqualmie has stated its intent to annex the area described in Attachment 1 and shown as Area A on the map attached to this Agreement as Attachment 2, which area is owned by SRA.
- B. Residential Development. Snoqualmie and SRA agree to comply with the following conditions for the annexation area:
 - 1. Phasing. Residential development shall be phased to provide a limit of 1,000 dwelling units by the year 2000. The requirements of Snoqualmie Comprehensive Plan Element J.1 Phasing Table 1 will apply.
 - 2. Scale. A maximum of 2,000 dwelling units shall be permitted in the annexation area, subject to additional phasing requirements that may be adopted by Snoqualmie as provided in Section XI(B), below.
 - 3. Affordable Housing. At least thirty percent (30%) of the total number of dwelling units shall be affordable housing as determined by calculations based upon the median income of all residents of the Upper Snoqualmie Valley area. The parties to the Agreement will prepare an Affordable Housing Action Plan pursuant to the requirements of Subelement J.1.e.ii. The affordable housing requirement shall be met by providing at least:

- ten percent (10%) low income housing affordable to households with incomes below 80% of the median;
 - ten percent (10%) moderate income housing affordable to households with incomes between 80% and 99% of the median, and
 - ten percent (10%) median income housing affordable to households with incomes between 100% and 120% of the median. Such median income housing shall be entirely "For Sale" housing.
4. School Facilities. Adequate provision shall be made for school facilities to accommodate the growth from the Ridge development. The school district and the property owners shall develop a comprehensive facilities plan and time-phased mitigation strategy for review and approval by the city prior to or as a part of the first development requests on the Ridge. The city and Snoqualmie Valley School District No. 410 shall cooperate to assess projected impacts of each proposed mixed use development project on student population and facilities costs, and to require mitigation of these impacts as a condition for granting mixed use development permits. The form of conveyance of school sites and funding for construction of school facilities shall be determined by the city, the property owner and Snoqualmie Valley School District No. 410 in accordance with state law.
- C. Office/Business Park. Snoqualmie and SRA agree that a maximum of 150 acres of office/business parks shall be permitted in the annexation area.
- D. PGA Tour Golf Course. King County acknowledges that SRA has proposed, and Subelement J.1 of the Snoqualmie Vicinity Comprehensive Plan would require, that a PGA Tour golf course be developed in the annexation area. SRA agrees to construct the golf course facilities as described in Subelement J.1.c.
- E. Parks and Trails. A system of parks and trails shall be provided for public use and enjoyment. Corridors shall be set aside for both King County's Preston-Snoqualmie Trail and the planned trail paralleling SR-18. These corridors shall permit

extension through the SRA property of both trails along routes approved by King County. Where these trails cross SRA-owned land, they shall be constructed by SRA to King County standards and they shall consist of multi-purpose trails for non-motorized vehicles and parallel equestrian trails. Where possible, public viewpoints of the Falls shall be provided along these trails by SRA.

Approximately 25 acres of the total residential acreage shall be set aside for neighborhood parks, complying with King County Ordinance No. 5596. This acreage will be in addition to the trails and open space described in Subelement J.1., Sections g.vii, viii and i.x, of the Snoqualmie Comprehensive Plan. The specific sizes, recreational facilities, and sites of individual residential parks shall be determined as part of applications for mixed use development projects that include residential development. Maintenance shall be provided either by public ownership or adequate private covenants, at the option of the City.

F. Viewsheds.

1. Snoqualmie Falls Viewshed. No development that is visible from the Snoqualmie Falls Viewpoint or the Lodge, except for trails, golf course greens and fairways, shall be permitted in that part of the Snoqualmie Falls viewshed within the annexation area. SRA agrees to place SRA property within the Snoqualmie Falls viewshed but outside of the annexation area in a permanent open space tract with covenants prohibiting clearing and the development of structures, provided that selective clearing of dead, diseased, or dangerous trees may be permitted. King County and Snoqualmie agree that the Coordinating Board shall prepare development and/or design controls for other properties within the Snoqualmie Falls viewshed but outside of the annexation area and outside of SRA ownership.
2. SR-202 Viewshed. Snoqualmie agrees to designate that portion of the northern boundary of the annexation area (the S 1/2 of the S 1/2 of Section 23) visible from SR-202 as a special review area, subject to design controls adopted to mitigate impacts on views from SR-202. Design controls shall be developed by the Coordinating Board, using the following guidelines:

- a. Only single-family residential, golf, and other open space uses shall be permitted in the area visible from SR-202.
- b. Lot clustering and open space tracts shall be used where appropriate to maximize open space effect and to minimize impacts on viewpoints from SR-202.
- c. Narrow local access road standards should be developed to minimize the extent of paved area and clearing and grading in areas visible from the viewpoints along SR-202.
- d. More specific design guidelines limiting building and roof colors to natural tones, limiting the height of all buildings to two stories, providing reflectors on street lights to reduce light and glare impacts, setting clearing, grading, and landscaping requirements, as well as other guidelines deemed appropriate to minimize the impacts on the SR-202 viewshed, shall be developed by the Coordinating Board.

There shall be no structures or clearing on slopes of over forty percent (40%). SRA agrees to place SRA property below the contiguous line of forty percent (40%) slope (below approximately the 700-foot contour line) in permanent open space tracts with covenants prohibiting clearing and the development of structures, provided that selective clearing of dead, diseased or dangerous trees may be permitted. Any selective clearing on slopes less than forty percent (40%) must comply with King County ordinances related to clearing, grading and sensitive areas. The City of Snoqualmie may, at its option, impose additional requirements.

- G. Buffers and Transitions Along the Western Boundary. King County, Snoqualmie, and SRA agree to comply with the following conditions:
 1. Covenants on Property in Section 27. SRA agrees to place covenants on its ownership in the NE 1/4 of Section 27, limiting subdivisions to a density of one home per five acres. Lot clustering and open space tracts shall be created where

appropriate, subject to the provisions of King County Code 21.21A.

2. Open Space Tracts and Lot Clustering. Lot clustering with permanent open space tracts shall be created within SRA's ownership to provide transitions from SRA's ownership to areas west of SRA's ownership, with special emphasis on the portion of the annexation area abutting the Lake Alice community (the W 1/2 of the SW 1/4 of Section 26). Guidelines for appropriate open space buffers, public access and transitional land uses and densities shall be developed by the Coordinating Board and implemented by Snoqualmie before issuing permits for development in that area. Adequate visual and aural screening will be provided for adjacent properties, pursuant to Subelement J.1.a.vi. Wherever effective and appropriate, a minimum of 100 feet of native growth or enhanced screening landscaping shall be provided.

SECTION IV: ROADS AND HIGHWAYS

- A. Snoqualmie Ridge Parkway. King County, Snoqualmie, and SRA agree that the Snoqualmie Ridge Parkway shall be constructed in the first phase of development following annexation, after completion of a project level EIS and after project review. King County recognizes that the road will become the entrance to Snoqualmie. Therefore, the parties agree that Snoqualmie shall process permits to develop and be responsible for construction and ongoing maintenance of the entire road, including the segment outside of the annexation area as authorized by RCW 35.43. Furthermore, the City of Snoqualmie shall own and operate the road from I-90 easterly. King County development standards shall be used for road design. Through the interagency review team as described in Section VIII and subsequent environmental review processes provided for in this agreement, King County shall participate fully in review and approval of issues such as alignment, sensitive areas impacts, drainage controls, buffering and other mitigation measures.
- B. Financing of Road Improvements. SRA agrees to pay for the Snoqualmie Ridge Parkway and all other roads within the annexation area, and for all other road improvements directly related to development of the annexation area

which are required as a result of environmental review. SRA's obligation is subject to latecomer's contributions from other property owners who would benefit, and to other private or public financing mechanisms that may be available and appropriate to help finance such improvements. Snoqualmie and King County will incur no obligation to finance or approve any financing mechanism by virtue of this clause. SRA acknowledges that neither Snoqualmie nor King County to date have committed any public funds for such roadways.

- C. Rural Roads Outside the Annexation Area. King County and Snoqualmie are in agreement that whatever final development is authorized for the annexation area must not result in a need for additional lane capacity (other than turn lanes) on rural roads within the community planning area outside the Snoqualmie City limits. SRA agrees that it will modify its development proposals as necessary to meet this standard pursuant to Section VIII(D) of this Agreement. Development of the annexation area shall not require additional lane capacity (other than turn lanes) on rural roads within the Community Planning Area outside Snoqualmie, such as SR-202 west of Fall City and SR-203. Snoqualmie agrees to review this analysis with the interagency review team described in Section VIII below as part of project level environmental review during phased development of the annexation area to assure that additional lane capacity (other than turn lanes) will not be required outside the city limits.

The road network within Snoqualmie Ridge shall not directly connect with the Lake Alice-Fall City Road.

SECTION V: UTILITIES

Snoqualmie shall provide the annexation area with sewer, water and other municipal utility services. SRA agrees to finance utility extensions and improvements necessary to serve the annexation area, subject to consideration of latecomers agreements, the creation of local improvement districts, or the availability of economic development grants or other public sources where appropriate. The parties recognize that the development of utilities may be phased consistent with the phasing of other development in the annexation area. Utility systems shall meet the following conditions:

- A. Water Quality. Prior to each phase of development, Snoqualmie shall demonstrate that it will have a wastewater treatment facility with (1) the capacity to

serve such development and (2) levels of treatment to maintain the water quality of the Snoqualmie River and its tributaries within existing Class A standards. Snoqualmie and SRA agree to comply with an NPDES permit issued by the Washington Department of Ecology pursuant to the Federal Clean Water Act, provided it will not degrade the water quality of the Snoqualmie River and its tributaries below existing Class A standards. Compliance with an NPDES permit and Class A water quality standards will be monitored by the interagency review team, as established by Section VIII, below, in the course of reviewing subdivision and mixed use development permit applications. In addition, Snoqualmie and SRA agree that the surface water management plans required by Section VI(B), below, will assure that surface water discharges will not degrade the water quality of the Snoqualmie River and its tributaries below existing A or AA standards. Monitoring shall be accomplished which will include measuring base, peak and minimum flow rates prior to any development activity on-site to evaluate water quality and water quantity predictions, and such monitoring shall continue for whatever period is necessary to evaluate impacts and mitigation.

- B. Domestic Water Supply. Prior to each phase of development, Snoqualmie shall conduct independent studies to demonstrate that an adequate water supply is available to serve the annexation area without having a measurable adverse impact on the quantity or quality of existing water supplies or diminish the water quality or the water level of the Snoqualmie River and its tributaries.
- C. Comprehensive Utility Plans. Prior to development, Snoqualmie shall amend its sewer and water comprehensive plans to bring the annexation area within Snoqualmie's municipal utility service areas. These comprehensive plans shall be subject to interagency review as provided in Section VIII, below.
- D. Public Facilities. The property owner shall reserve sites for, and contribute to the construction costs of a fire station, a police station, and other public facilities as needed to serve the residents of Snoqualmie Ridge to mitigate those impacts directly related to the proposed development. The City may encourage sites for these facilities someplace other than on the Ridge to make these facilities more accessible to city residents as a whole. Careful

municipal services planning shall be completed to phase needed municipal facilities with project development by retaining, at the property owner's expense, a municipal services consultant to assist the City in planning for a municipal services phasing plan for the duration of development of the Snoqualmie Ridge project.

SECTION VI: FLOOD DAMAGE REDUCTION

- A. Flood Plain Regulations. King County and Snoqualmie agree that the Flood Control Task Force currently established under the supervision of the Coordinating Board shall review and recommend revisions, if appropriate, to Snoqualmie's flood plain regulations to meet all applicable state and federal regulations and guidelines. Snoqualmie shall continue to apply its flood control regulations until further revisions, if any, are suggested by the Coordinating Board. Snoqualmie also agrees to adopt a surface water management ordinance that meets or exceeds King County standards, consistent with Section VII, below. SRA agrees to be bound by such standards.
- B. Surface Water Management. SRA agrees to prepare a master drainage plan (MDP) for the entire annexation area and a storm water management plan for each specific development project, as required by Subelement J.1 of the Snoqualmie Vicinity Comprehensive Plan. These plans shall include measures that would retain peak and minimum flows at pre-development levels. These plans shall be subject to interagency review and environmental review as provided in Section VIII, below. These plans shall meet the standards of the King County Drainage Manual and the following criteria:
1. The drainage system shall be consistent with the Sensitive Areas requirements of King County.
 2. The proposed development shall retain and protect existing on-site drainage features including drainage courses and wetlands.
 3. Infiltration and dispersion systems shall be used prior to discharge to wetlands and streams.
 4. To the maximum extent possible, all detention facilities will discharge into 200-foot long grass-lined swales, or equivalent bio-filtration. Only where required by limited site topography

and only after review by the interagency review team and approval of Snoqualmie drainage swales will be allowed in the outer 50' of 100' buffers. In areas of reduced buffer width no encroachment by detention facilities will be allowed. After passage through grass-lined swales, storm water will discharge only into drainage channels that convey surface water in the pre-development state or into approved dispersal systems located outside the required minimum buffer width.

5. To minimize ground water impacts, all business, commercial and residential activities in the annexation area shall be served by an effective treatment system. Activities with low-quality surface water runoff, such as gas stations, automobile repair facilities, fuel transfer stations, and car washes, will collect runoff from the pollutant source areas of their sites (but not their entire sites) and discharge it to an effective treatment system.
6. A description of phased development shall be provided. Development shall be proposed in phases and shall be monitored to document the adequacy of mitigation measures. Approval of subsequent phases may include additional mitigation measures if existing measures are inadequately mitigating impacts to natural resources.
7. A wetlands management plan shall be made a part of the MDP and subject to the review of the interagency review team. At all stages of development wetlands shall be afforded protection consistent with King County's sensitive areas policies, provided that Snoqualmie may impose stricter standards. The following minimum conditions will apply:
 - a. 100 feet of undisturbed buffer will be placed around all Class 1 wetlands. 50 feet of undisturbed buffer will be placed around all Class 2 and Class 3 wetlands. Wetland buffers may be increased when shown to be appropriate through the wetlands management plan. Buffers shall be in the form of native growth protection easements.
 - b. For Class 1 wetlands, the following minimum conditions apply:

- (1) The water level in wetlands, at the end of June each year, will be the same as the pre-project end-of-June level.
 - (2) Between May 15 and August 1 of each year, there will be no increase in water level greater than 0.5 feet above that current season's lowest water level.
 - (3) Dispersion trenches for stormwater release will be located more than 100 feet from the waters edge, measured at the time of post-project maximum water level (i.e., including the allowable foot increase over existing maximum level). In areas of reduced buffer width, dispersion trenches will be located outside the required buffer.
 - (4) No pedestrian/equestrian trails or utility corridors will be established between the dispersion trench setback line and the wetland edge.
8. All underground storage facilities must provide Fire Chief-approved secondary containment capability and surface monitoring access.
 9. Fire Chief-approved containment facilities must be provided for all areas where hazardous materials are stored or handled to prevent any accidental spills from entering the soil and surface or groundwater system.
 10. No adverse impacts caused by development within the annexation area shall be allowed to the groundwater, surface water or stream system in the Snoqualmie drainage basin. Adverse impacts shall include, but not be limited to:
 - a. Exceeding acceptable water quality parameters (as established during the SEPA process, and responsive to the Washington State Department of Ecology standards for these waters). The existing background parameters will be established in a manner timely to the master drainage planning work.

- b. An increase or decrease in flow rates, or volumes, or sedimentation that would result in significant reductions or adverse impacts on base flows along the natural downstream drainage system.
 11. Maintenance of the drainage, detention, and conveyance system to insure its adequate functioning shall be required. This condition includes, but is not limited to, regular removal and safe disposal of vegetation from bio-filtration swales and sediment collected in detention facilities.
 12. Any wetland discovered during the subsequent review or site exploration will be accorded protection and buffers consistent with these standards, Sensitive Areas policies and the King County Drainage Manual.
 13. Surface water runoff from road areas will be collected and treated through detention ponds and bio-filtration meeting the requirements of the annexation area.
- C. Domestic Water Supply. Prior to each phase of development, Snoqualmie shall conduct independent studies to demonstrate that adequate water supply is available to serve the annexation area and that development would not have a measurable adverse impact on the quantity or quality of existing water supplies or diminish the water quality or the water level of the Snoqualmie River or the Raging River and its tributaries.
- D. Flood Damage Reduction Planning. King County, Snoqualmie and SRA agree to continue their participation in the Flood Control Task Force currently established under the supervision of the Coordinating Board. The intent of Policy SQP 78 A-2 & A-3 is being met by the co-sponsorship of a Corps of Engineers Flood Damage Reduction Study as suggested in the draft King County Comprehensive Flood Control Management Plan and a joint letter from the County and City to the Corps of Engineers and by further work which may be identified by the Flood Control Task Force of the Cooperative Planning Agreement. After this Corps study is complete, the Flood Control Task Force and the Coordinating Board will prepare final recommendations for implementation. Snoqualmie agrees to require developers

in the annexation area to support and participate in flood hazard reduction strategies or programs developed by the Flood Control Task Force under the supervision of the Coordinating Board. In addition, Snoqualmie and King County agree to cooperate on developing and implementing a long-term solution to flood problems.

SECTION VII: DEVELOPMENT STANDARDS

Except as otherwise provided in this Agreement, Snoqualmie agrees to prepare and adopt development standards that meet or exceed adopted King County development standards. If Snoqualmie has not adopted such development standards by the effective date of annexation, Snoqualmie agrees to apply King County or comparable standards in effect on or adopted subsequent to the effective date of annexation on an interim basis until Snoqualmie has prepared and adopted its own standards. SRA agrees to be bound by such standards.

SECTION VIII: INTERAGENCY REVIEW

- A. Interagency Review Team. The parties agree that Snoqualmie shall convene an interagency review team, chaired by Snoqualmie with state and county agency participation for all project and project EIS review, including subdivision and mixed use development permit applications in the entire Lake Alice Plateau Expansion Area. Snoqualmie agrees that the interagency review team will review all potential regional impacts, including water quality, water supply, surface water runoff, and off-site traffic impacts, in connection with such subdivision and mixed-use development permit applications. In addition, Snoqualmie, at its option, may contract with participating county or state agencies to provide project review or expertise on specific issues that arise during the review process.
- B. Within 15 days of receipt of an application for a mixed use permit, the City shall forward a copy of all application materials to the County.

County staff shall be included in any City staff review meetings to discuss the projects, including but not limited to a meeting to discuss threshold determination decisions.

The interagency review team shall make a recommendation to the City decision makers. Any minority or divergent options shall also be reported to the City decision makers. If the City decision makers do not follow the

recommendations of the interagency review team or any minority or divergent opinion contained therein, they must expressly state their reasons for doing so in their findings and conclusions or in their decision if no findings and conclusions are otherwise prepared. The members of the interagency review team shall have the right to request reconsideration of a City action that is inconsistent with their recommendation before the effective date of that action, specifically stating the reasons for their request. The City agrees to reconsider its action in light of stated reasons for objection and to modify or withdraw the action if warranted upon reconsideration.

- C. Environmental Review. The City shall require the preparation of a project EIS for the first phase of construction that analyzes the cumulative impacts of the entire project on issues of regional significance. It is anticipated that this will build on existing environmental documents. Snoqualmie, as the jurisdiction with permitting authority in the annexation area following annexation, and as the chair of the interagency review team, shall be the lead agency for future environmental review. Snoqualmie agrees that such environmental review shall analyze cumulative regional impacts projected from Subelement J.1 of the Snoqualmie Vicinity Comprehensive Plan as modified by this Agreement, and included but not be limited to water quality, water supply, surface water runoff, natural resources and off-site traffic impacts, as part of the scope of project-level review. Snoqualmie shall require mitigation and/or modification of the project as necessary to meet applicable City and County policies and standards.
- D. Snoqualmie Ridge Associates agrees to prepare a project-level EIS as called for in Paragraph VIII.C and to mitigate impacts as required by the State Environmental Policy Act which may be identified through environmental review, including reduction of the project size if required by SEPA as mitigation.

SECTION IX: PROPERTY OUTSIDE OF THE ANNEXATION AREA

Snoqualmie and King County agree to cooperate in future planning and development review, as provided below, for the area shown in Area B on the map attached to this Agreement as Attachment 2.

- A. Limitation on Annexation and Provision of Services.
King County is committed through its Snoqualmie Valley Community Plan to retain the area outside the Snoqualmie expansion area as defined herein as Rural. The County will not allow urban development in these areas without community plan revision. Snoqualmie agrees not to consider annexation requests or extend utilities that serve areas west of the annexation area through the life of this Agreement. Snoqualmie further agrees not to consider annexation requests or provide services south of the proposed expansion area boundaries as defined herein during the term of this Agreement, as provided in Section XIV, below. In addition, Snoqualmie agrees not to consider annexation proposals or to provide road or utility services to properties outside of its Potential Annexation Area (including the Lake Alice community), as required by Snoqualmie annexation policies. No commitment to support or oppose additional annexations in the City's Potential Annexation Area is made between the parties by virtue of this Agreement. King County agrees that Snoqualmie shall be the purveyor of future urban services to Area B, as shown on Attachment 2, and therefore agrees not to develop or allow to develop urban services within Area B without consulting with Snoqualmie. King County and Snoqualmie agree to review the issue of long-term land uses in Area B through future joint planning efforts. SRA agrees not to seek annexation of property within Area B during the term of this Agreement.
- B. Joint Review of Subdivision or Development Applications.
King County agrees that Snoqualmie shall have an opportunity to review, comment, and make recommendation on all subdivision or development applications for property in Area B substantially through the following procedure:
1. Steps 2 and 3 shall apply to the review of applications for subdivisions or development of uses permitted as a matter of right by the Snoqualmie Valley Community Plan; steps 2 through 5 shall apply to applications for conditional uses, unclassified uses, rezones, or any action inconsistent with the Snoqualmie Valley Community Plan, adopted August 29, 1989.
 2. Within 15 days of receipt of an application for preliminary subdivision, zoning reclassification, community plan amendment, use permit, shoreline substantial development permit, or other

development permit not categorically exempt under SEPA (hereinafter "county approval"), the County shall forward a copy of all application materials to the City.

3. The City staff shall be included in any County staff review meetings to discuss the project, including but not limited to a meeting to discuss threshold determination decisions. Any City staff comments shall be addressed specifically in any staff report to the County decision makers.
4. At least 10 days prior to the date set for a County hearing on the County Approvals specified in subsection B.1, above, the City Council or its designate shall hold a public hearing on the application and forward a recommendation to the County. County regulations, policies and standards as well as applicable state and federal requirements should be applied by the City in its review of the application.
5. County staff shall include the City recommendation in the report to the County decision makers. If the County decision makers do not follow the recommendation of the City, they must expressly state their reasons for doing so in their findings and conclusions, or in their decision if no findings or conclusions are otherwise prepared. The City shall have the right to request reconsideration of a County action that is inconsistent with the City recommendation before the effective date of that action, specifically stating the reasons for the City's request. King County agrees to reconsider its action in light of the City's stated reasons for objection and to modify or withdraw the action if warranted upon reconsideration.
6. Both the City and County shall make necessary changes to their procedural ordinances and zoning codes to accommodate the process described herein.

SECTION X: COOPERATIVE PLANNING PROCESS

Each party agrees to continue its participation in the cooperative planning process initiated by Snoqualmie Resolution No. 297 and King County Motion No. 88-830 defining a cooperative planning agreement between Snoqualmie and King County. The scope of work of the Coordinating Board established to direct

the cooperative planning process shall be modified to add the specific planning issues identified in Sections III(F)(1) and (2), III(G)(2), and IX(A). In the event that the parties agree to terminate the cooperative planning process at some future time, these planning issues shall be reviewed by the Snoqualmie Planning Commission, subject to interagency review as provided in Section VIII, above.

Snoqualmie and King County agree to continue work on a Community Development Plan for the City and its expansion areas, which meets the intent of policy SQP 78 (A-1).

SECTION XI: MISCELLANEOUS PROVISIONS

- A. No Effect on Existing Policies. The provisions of this Agreement are not intended to and do not amend other Snoqualmie and King County policies. Other policies shall be interpreted and applied consistent with the terms of this Agreement.
- B. Additional Policies and Regulations. Snoqualmie and King County may adopt additional policies and/or regulations affecting the annexation area not inconsistent with the terms of this Agreement.
- C. Successors and Assigns. The terms of this Agreement shall be binding upon SRA, their heirs, successors and assigns.
- D. Snoqualmie Comprehensive Plan. The following portions of the City of Snoqualmie Comprehensive Plan are of particular concern and are incorporated here by reference: 1.a.ii, iii; 1.c; 1.e.viii; and 1.g.v., vi; Phasing Table 1.

SECTION XII: IMPLEMENTATION

This Agreement shall be implemented, and its conditions applied to the area covered by this Agreement, through the following actions:

- A. Subelement J.1 of the Snoqualmie Vicinity Comprehensive Plan. The City has adopted Subelement J.1 of the Snoqualmie Vicinity Comprehensive Plan consistent with the terms of this Agreement and shall interpret and apply the policies of that Subelement consistent with the terms of this Agreement.
- B. Boundary Review Board. Snoqualmie has provided notice of its decision to annex the annexation area to the

Washington State Boundary Review Board for King County ("BRB"). Snoqualmie agrees to forward a copy of this Agreement to the BRB. King County agrees to appear before the BRB in support of the City's annexation decision that complies with the policies of the Snoqualmie Valley Community Plan incorporated in the conditions of this Agreement.

- C. The City of Snoqualmie's annexation agreement with SRA shall be consistent with the terms of this Agreement.

SECTION XIII: AMENDMENTS

This Agreement may be amended by the express written agreement of the three parties. The agreement of Snoqualmie and King County to amend this Agreement shall be pursuant to legislative action by each.

SECTION XIV: EFFECTIVE DATE, DURATION, AND TERMINATION

- A. Effective Date. This Agreement shall become effective on the date of its execution by the three parties. The Mayor and County Executive shall execute the Agreement pursuant to authorization by the legislative bodies of the two jurisdictions.
- B. Duration of the Agreement. This Agreement shall remain in effect until one of the following events occurs:
1. King County and Snoqualmie and SRA determine through a future agreement that other annexations beyond what is contemplated by this Agreement would be in the public interest; or
 2. Twenty (20) years elapse from the date of this Agreement.
 3. Regardless of the period for which this Agreement is in effect, any development standards attached to development approval for all or a portion of the site shall apply permanently, unless such standards are limited by their specific timing to a time certain.
- D. Termination. This Agreement may be terminated by any one of the parties if one of the following events occurs:
1. The BRB substantially or materially modifies or rejects a decision by Snoqualmie to annex the

annexation area subject to the conditions of this Agreement; or

- 2. The adopted Snoqualmie Valley Community Plan is revised to prevent King County from participating in the cooperative planning on annexation and development intended by the adopted Snoqualmie Valley Community Plan and implemented by this Agreement.

SECTION XV: INDEMNIFICATION AND HOLD HARMLESS

Each party hereto agrees to indemnify and hold harmless the other party, its officers, agents and employees for all claims (including demands, suits, penalties, losses, damages or costs of any kind whatsoever) to the extent such claim arises or is caused by the indemnifying party's negligence or that of its officers, agents or employees in performance of this Agreement.

CITY OF SNOQUALMIE

By _____
Jeanne Hansen, Mayor

APPROVED AS TO FORM:

ATTEST:

By _____
Patrick B. Anderson
City Attorney

By _____
Kim Wilde
City Administrator

KING COUNTY

By _____
Tim Hill
County Executive

APPROVED AS TO FORM:

By _____
Anne Schindler
Prosecuting Attorney

SNOQUALMIE RIDGE ASSOCIATES

By _____
James A. Nyberg
President

200879

ATTACHMENT 1

LEGAL DESCRIPTION OF
ANNEXATION AREA SUBJECT
TO THIS AGREEMENT
AND SHOWN ON ATTACHMENT 2
AS AREA A

That portion of Sections 23, 25, 26, and 35, Township 24 North, Range 7 East, W.M., King County, Washington, more particularly described as follows:

BEGINNING at the Southwest corner of said Section 25;

THENCE along the South line of said Section 25, S 87°28'13" E, 2616.00 feet to the South quarter corner thereof;

THENCE continuing along said South line, S 87°02'43" E, 2612.89 feet to the Southeast corner of said Section 25;

THENCE along the East line of said Section 25, N 01°21'21" E, 2646.19 feet to the East quarter corner;

THENCE continuing along said East line, N 02°06'21" E, 1160.29 feet to the Southeast corner of the North 1580 feet of the East 1580 feet of said Section 25;

THENCE along the South line of said subdivision, N 88°52'37" W, 1580.23 feet to the Southwest corner thereof;

THENCE along the West line of said subdivision, N 02°06'21" E, 1580.23 feet to the Northwest corner thereof and a point on the North line of said Section 25;

THENCE along said North line, N 88°52'37" W, 1084.19 feet to the North quarter corner thereof;

THENCE continuing along said North line, N 87°02'54" W, 2629.30 feet to the Northwest corner of said Section 25, also being the Southeast corner of said Section 23;

THENCE along the East line of said Section 23, N 00°51'29" E, 1261.22 feet to the Northeast corner of the South half of the Southeast quarter of said Section 23;

THENCE along the North line of said South half, N 88°21'46" W, 2695.29 feet to the Northwest corner thereof;

THENCE along the North line of the Southeast quarter of the Southwest quarter of said Section 23, N 88°31'59" W, 1355.24 feet to the Northwest corner thereof;

THENCE along the West line of said subdivision S 00°33'20" W, 1292.95 feet to the North line of Section 26;

THENCE along the West line of the East half of the Northwest quarter of said Section 26, S 01°13'23" W, 2676.32 feet to the North line of the Southwest quarter of said Section 26;

THENCE along the West line of the East half of said Southwest quarter, S 00°33'13" W, 2678.55 feet to the North line of said Section 35;

THENCE along the West line of the East half of the Northwest quarter of said Section 35, S 00°42'14" W, 727.39 feet;

THENCE S 65°14'43" E, 444.06 feet;

THENCE S 82°11'26" E, 351.03 feet;

THENCE S 50°30'11" E, 384.76 feet;

THENCE S 59°06'24" E, 200.21 feet;

THENCE S 63°38'29" E, 110.06 feet;

THENCE N 85°09'07" E, 542.89 feet;

THENCE S 31°28'27" E, 438.24 feet;

THENCE S 82°04'46" E, 669.49 feet;

THENCE S 35°54'20" E, 391.79 feet;

THENCE S 61°37'11" E, 620.12 feet;

THENCE S 70°20'13" E, 298.65 feet;

THENCE N 48°49'19" E, 216.63 feet to the East line of said Section 35;

THENCE along the said East line of Section 35, N 01°40'31" E, 2301.10 feet to the POINT OF BEGINNING.

Containing 1343.35 Acres, more or less.

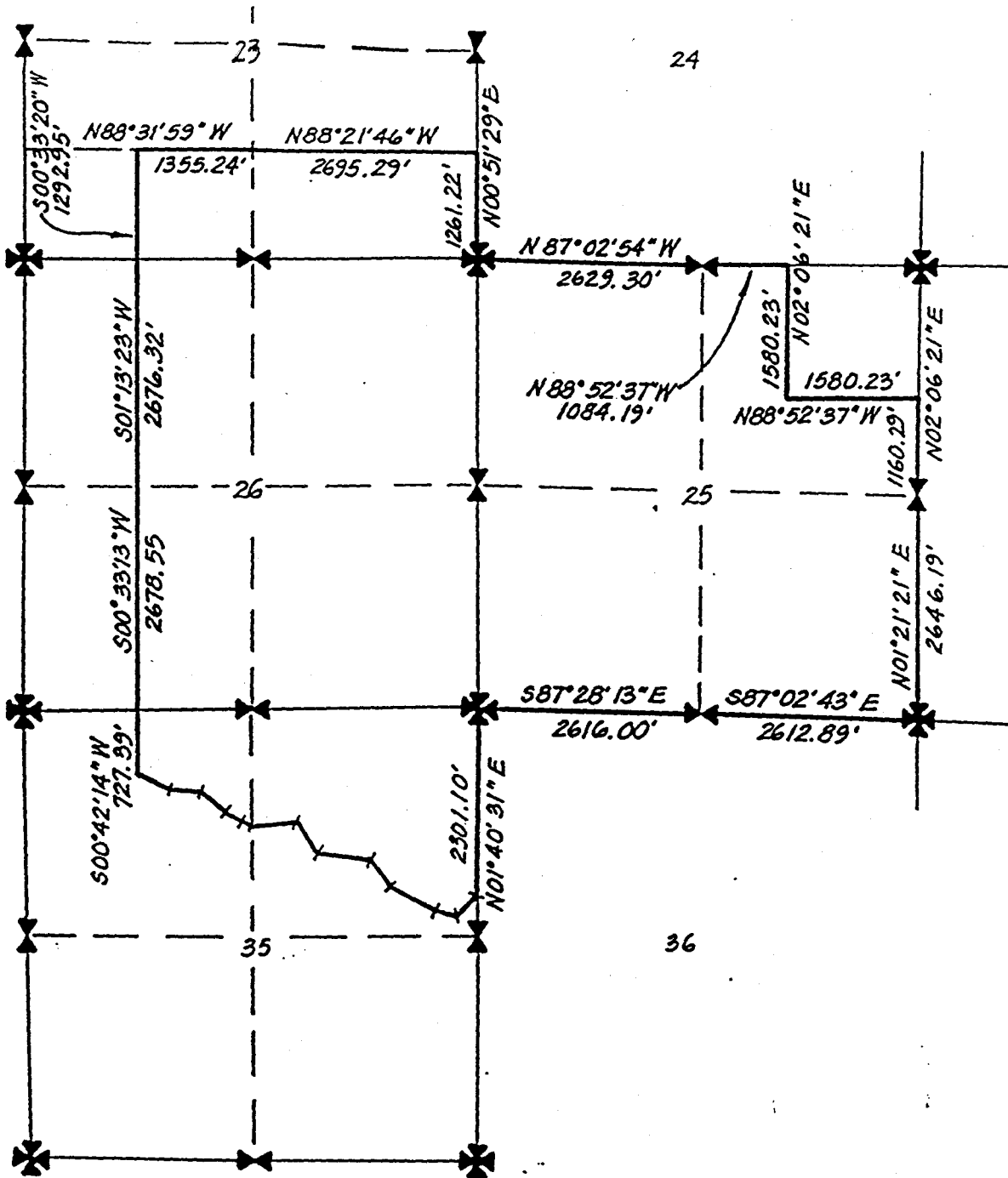
See attached Exhibit "B".

073314.M220

PROPERTY SUBJECT TO ANNEXATION
 Portions of Sections 23, 25, 26,
 & 35, T. 24 N., R. 7 E., W.M.
 King County, WA

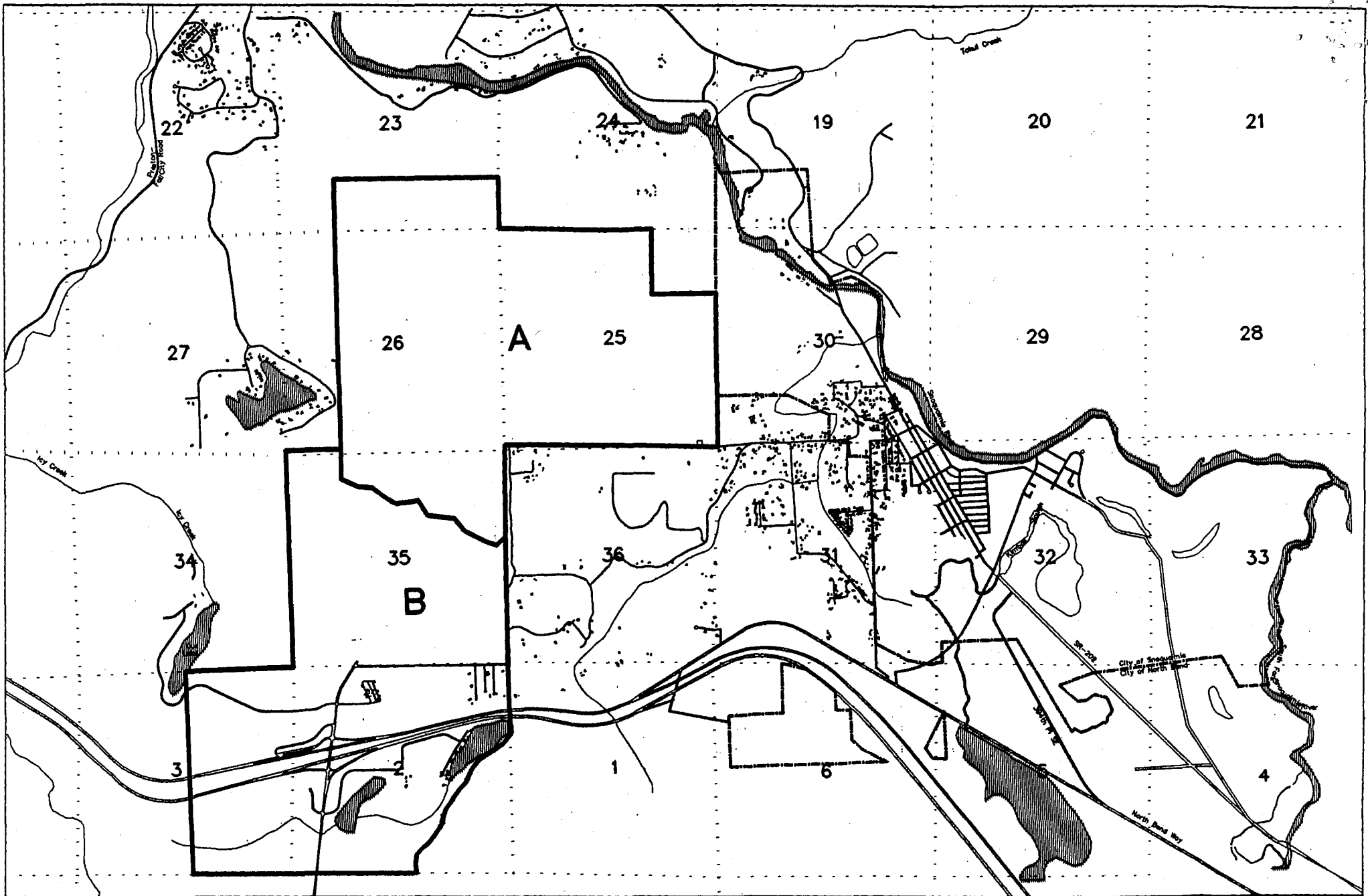
7819

SCALE: 1" = 2000'



1, Inc.
 POWELL AVENUE S.W. SUITE 100
 SEASIDE, WA 98055
 PHONE: (206) 228-5628

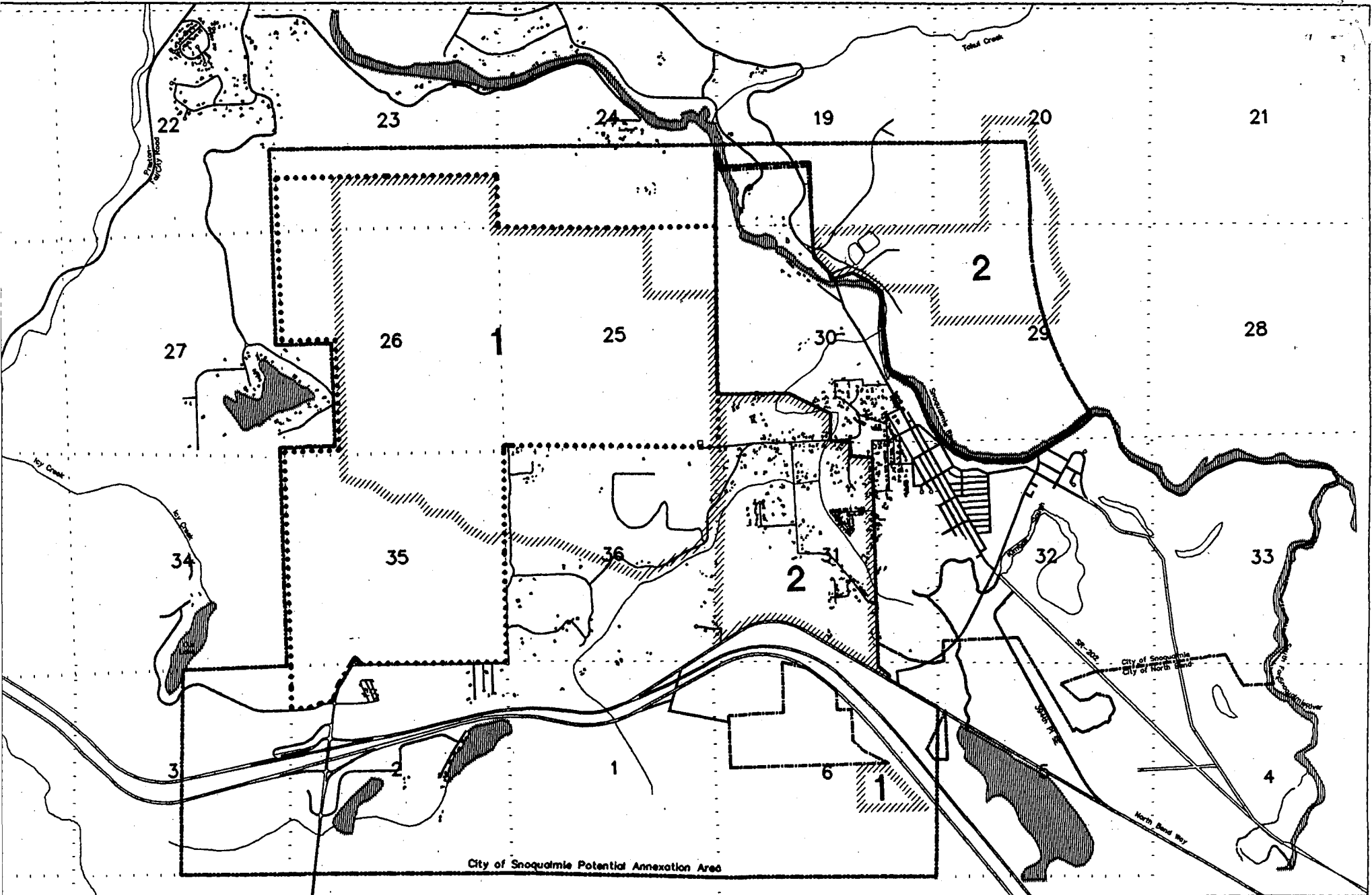
JOB NO. 129-05-884
 DATE: SEPTEMBER 1989
 DRAWN: C. GRETZNER
 SHEET 1 OF 1



ATTACHMENT 2: AREA COVERED BY AGREEMENT
 AREA A - Annexation Area
 AREA B - Joint Planning Area

7819





ATTACHMENT 3: CURRENT LAND USE STATUS

- Snoqualmie Comprehensive Plan: Potential Annexation Area (March 1987)
- Snoqualmie Ridge Associates Annexation Petition (May 1988)
- King County Community Plan: Snoqualmie Expansion Area (Area 1 and Area 2)

7819

