

December 16, 1993  
93-933.NM (dd)

Introduced by: Phillips

Proposed No.: 93-933

MOTION NO. 9202

1  
2 A MOTION authorizing execution of  
3 interlocal agreements with various cities  
4 with respect to the 1993 Regional  
5 Conservation Futures Acquisition Program.

6 WHEREAS, on March 8, 1993, the council passed Ordinance  
7 10750 authorizing the 1993 Regional Conservation Futures  
8 Acquisition Program; and

9 WHEREAS, Ordinance 10750 calls for King County and cities  
10 allocated funds under the program to enter into an interlocal  
11 agreement governing use and distribution of program funds; and

12 WHEREAS, by Ordinance 11068, passed on October 11, 1993,  
13 King County allocated certain portions of the program funds to  
14 certain cities and by Ordinance 11121, passed on November 22,  
15 1993, King County authorized the sale of bonds to provide  
16 program funds.

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

18 The county executive is authorized to enter into  
19 interlocal agreements with allocated funds under the programs  
20 substantially in the form attached hereto.

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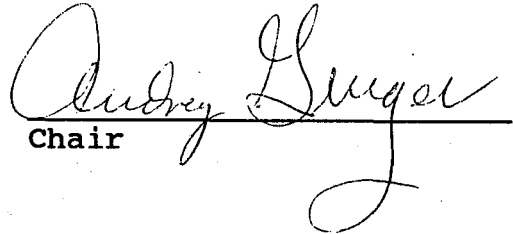
PROVIDED THAT:

The Interlocal agreement with the City of Seattle shall include the following language:


"The City of Seattle shall conduct an additional public meeting in the University Village area to obtain further citizen input regarding the Burke Gilman Trail-Silver Cloud project. If the City determines that additional funds are needed to optimize the open space benefits of this project, additional funds shall be applied for by the City in the 1994 conservation futures funding round which will allocate remaining 1993 conservation futures revenue. As part of its 1994 conservation futures application, the City shall report to the King County Open Space Citizen Oversight Committee (COC) on its findings regarding the Burke Gilman-Silver Cloud project. The COC shall include a discussion of this project as part of its 1994 conservation futures funding recommendations to the County Executive and Council."

PASSED this 20th day of December, 1993.

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

  
Chair

ATTEST:

  
Clerk of the Council

Attachments: A) Form of Interlocal Agreement Between King County and Cities under the Regional Conservation Futures 1993 Acquisition Program

INTERLOCAL COOPERATION AGREEMENT  
 BETWEEN KING COUNTY AND THE CITY OF \_\_\_\_\_  
 1993 REGIONAL CONSERVATION FUTURES ACQUISITION PROGRAM

This *Interlocal Cooperation Agreement* is entered into between the City of \_\_\_\_\_ ("City") and King County ("County").

**ARTICLE I. RECITALS**

On March 8, 1993, the King County Council passed Ordinance 10750 which authorized the 1993 Regional Conservation Futures Acquisition Program and declared the Council's intent to issue bonds to finance the acquisition of public open spaces, funded through the Conservation Futures tax levy to pay the principal and interest on such bonds.

Projects to be funded from bond proceeds include projects of Extraordinary Regional Significance, Local Projects in Unincorporated King County, Local Projects of The City of Seattle and Local Projects in Suburban Cities. Prior to the distribution of bond proceeds by the County to an eligible jurisdiction, Ordinance No. 10750 requires execution of an Interlocal Cooperation Agreement containing provisions necessary to satisfy applicable federal tax laws and regulations and to make certain other provisions.

On August 25, 1993, the King County Open Space Citizens Oversight Committee (the "Committee") approved its recommended allocation of the 1993 Regional Conservation Futures Acquisition Program funds from the Regional and Suburban City Local Projects categories pursuant to Ordinance 10750.

On October 11, 1993, the King County Council, by Ordinance 11068, approved the allocation of funds to projects.

In consideration of the mutual covenants contained herein, and Washington State Chapter 39.34, the parties agree as follows:

2-8-93  
County of  
enact  
r

**ARTICLE II. DEFINITIONS.**

2.1. **Administrative Costs.** All negotiation, general management and indirect expenses incurred by City in implementing the Projects, including, without limitation, King County staffing costs of the Committee and costs of overseeing the Program.

2.2. **Agreement.** This interlocal cooperation agreement between the County and the City regarding the distribution of proceeds from the sale of bonds for open space as described and authorized by the Program Ordinances.

2.3. **Bond Ordinance.** King County Ordinance 11121, passed November 22, 1993, authorized the issuance and sale of bonds to finance the projects authorizing by Ordinance No. 10750 and Ordinance 11068 or subsequently approved by the County.

2.4. **Bond Proceeds.** The principal proceeds received from the sale of bonds. The term shall not include accrued interest on the bonds paid by the original purchaser of the bonds or any earnings received from the investment of bond principal.

2.5. **Bond Redemption Fund.** The County fund designated by ordinance for the purpose of paying the principal of and interest on any bonds issued by the County.

2.6. **Bonds.** Any bonds, notes or other evidence of indebtedness sold pursuant to the Bond Ordinance and any refunding bonds issued in lieu thereof.

2.7. **Capital Costs.** The term "capital costs" shall be construed consistent with the term "capital purposes" in Article VII, § 2(b) of the Washington State Constitution. The term shall not include the replacement of equipment. The term may include payment for all costs related to acquiring real property, including, without limitation, real estate appraisals, legal and acquisition costs; making qualified reimbursements; paying necessary project administration expenses; staffing costs of the Citizens Oversight Committee; interest payments on any interim financing pending the receipt of Bond Proceeds; and paying the costs and expenses incurred in issuing the bonds, administering the planning and distribution of Bond Proceeds and other on-going administrative costs of overseeing the Program.

2.8. Citizens Oversight Committee or Committee. That King County Open Space Citizen Oversight Committee established following enactment of Ordinance 9071 and authorized under Ordinance 10750 to review and report to the King County Council on implementation of the 1993 Regional Conservation Futures Acquisition Program. The Committee is also responsible for recommending to the Council reallocations of Bond Proceeds when available for new or revised projects.

2.9. Chief Financial Officer. The person serving as chief financial officer of the County's Office of Financial Management.

2.10. Code. The Internal Revenue Code of 1986, as amended, together with all applicable regulations.

2.11. Conservation Futures. The term "conservation futures" means the fee simple or any lesser interest, development right, easement, covenant, or other contractual right necessary in order to protect, preserve, maintain, improve, restore, limit future use of, or otherwise conserve open space land which may be acquired by purchase, gift, grant, bequest, devise, lease or otherwise, except by eminent domain, all in accordance with the provisions of RCW 84.34 and King County Ordinances 10750 and 11068.

2.12. Open Space. The term "open space" or "open space land" shall have the same meaning as set forth in RCW 84.34.20 as now or hereafter amended. This statute currently defines these terms as (a) any land area so designated by official comprehensive land use plan and adopted by a city or county and zoned accordingly, or (b) any land area, the preservation of which in its present use would (i) conserve and enhance natural or scenic resources, (ii) protect streams or water supply, (iii) promote conservation of soils, wetlands, beaches or tidal marshes, (iv) enhance the value to the public of abutting and neighboring parks, forests, wildlife reserves, natural reservations or sanctuaries or other open space, (v) enhance recreational activities, (vi) preserve historic sites, or (vii) retain in its natural state, tracts of land not less than five acres situated in an urban area and open to public use on such conditions as may be reasonably required by the legislative body granting the open space classification.

2.13. Program. The 1993 Regional Conservation Futures Acquisition Program as authorized by the Program Ordinances.

2.14. Program Ordinances. The term "Program Ordinances" means King County Ordinances 10750 and 11068 and the Bond Ordinance.

2.15. Project. The term "Project" means a specific project for acquisition of open space to which any Bond Proceeds are allocated which meet open space criteria as described in Ordinance 10750, Attachments A, B and C, and RCW 84.34.020.

2.16. Project Categories. As set forth in Ordinance No. 10750, Project Categories are the Regional Projects, King County Local Projects, Suburban City Local Projects or Seattle Local Projects.

2.17. Qualified Reimbursements. Reimbursements of advances for Project costs made after the enactment of Ordinance 10750 from other funds in anticipation of the receipt of Bond Proceeds as evidenced by written records made contemporaneously with such advances and in a form acceptable to the Chief Financial Officer. This includes interest charges paid to acquire interim financing.

2.18. Scope Change. The terms "scope change" means a deviation or change in a project's description that results in a more than 10%, but less than 50%, increase, decrease or difference in a project's total acreage or budget. If a deviation or change in a project's description results in an increase, decrease or difference in a project's acreage or budget of greater than 50%, it shall be considered a new project. For Seattle, such a change that results solely from application of funds from its "Unprogrammed Project Funding" Project shall not be considered a "scope change" or a "new project".

2.19. Taxable Bonds. Bonds on which the interest is included in the gross income of recipients thereof by reason of the failure to comply with applicable requirements of the Code.

2.20. Tax Exempt Bonds. Bonds on which the interest is not included in the gross income of the recipients thereof by reason of section 103(a) of the Code of 1986 as amended.

### ARTICLE III. TERM OF AGREEMENT.

This Agreement shall continue in full force and effect and bind the parties hereto upon execution of the Agreement by both parties. The term of the Agreement shall be indefinite. The Agreement will terminate only if the City (i) is unable or unwilling to expend the

...funds provided through this Agreement, (ii) satisfies the matching requirements, if any, contained in this Agreement, and (iii) upon reimbursement by the City to the County of all unexpended funds provided by the County pursuant to this Agreement in the manner and amounts described below. The terms of Sections 4.3, 4.4, 4.5, 4.6, 7.1, 7.2 and 9.1 shall survive termination of this Agreement.

ARTICLE IV. CONDITIONS OF AGREEMENT.

4.1. Project Description. Those Projects currently approved by the County are listed in Attachment A, which is incorporated herein by reference. All Projects must meet open space criteria as described in King County Ordinance 10750, Attachment B, and RCW 84.34. City may propose a scope change to a project's description by providing a written request to the Office of Open Space and to the Committee and by submitting with such request a revised implementation schedule reflecting such proposed scope change. The Committee shall have forty-five (45) days to review and recommend approval or disapproval to the Council of the City's proposed scope change. The King County Executive shall submit the City proposal and the Committee recommendation to the King County Council which shall determine by established procedures for King County Capital Improvement Projects whether or not to make such scope change.

4.2. Project Implementation. Project Implementation shall proceed upon the schedule as set forth in Attachment B, which is incorporated herein by reference, or as set forth in approved modifications to the implementation schedule set forth in Attachment B. The parties recognize that delay in implementation of Projects may jeopardize the financial viability of the Projects as currently approved and the tax exempt status of interest on the Bonds. The City, therefore, certifies that, as to its Projects, it has reviewed its real property acquisition procedures, commits to all reasonable action and will proceed with due diligence to ensure that its Projects are expeditiously completed in accordance with the Project implementation schedule, and that it will give highest priority to those properties where there is a particular threat of conversion to a more intensive use or increases in acquisition costs. If City has not demonstrated through its October 1994 semi-annual reporting pursuant to Article VI of this Agreement that it has made substantial progress in implementing a project, the Council may, after receipt of the Executive's acquisition progress report as provided in Ordinance 11068, reallocate project funds or extend project completion deadline. Any project funds not expended

by October 20, 1995 shall be reprogrammed to other projects.

**4.3. Use of Funds.** Funds in the form of Bond Proceeds made available to the City pursuant to this Agreement, as well as matching funds provided by the City pursuant to this Agreement, may be used to defray capital costs of projects pursuant to the Program Ordinances, RCW 84.34 and this Agreement. Funds utilized pursuant to this Agreement may not be used to purchase Conservation Futures obtained through the exercise of eminent domain. Seattle may apply funds from its "Unprogrammed Program Funding" Project to any other Project in its sole discretion.

**4.4. Project Administration and Maintenance in Perpetuity.** The City shall perform and bear all of the cost of all necessary administration and maintenance for its Projects.

The City, or any successor in interest, agrees to maintain properties acquired with funds provided pursuant to this Agreement as open space in perpetuity. If the City wishes to change the status or use of properties acquired with funds provided pursuant to this Agreement to any other purpose, the City shall, at the County's discretion, pay the County an amount in cash equal to the property's fair market value or substitute other property of equal or better market and open value acceptable to the County. In either case, the value of property shall be established at the time of the change in status or use, based on the best and highest use and not necessarily based on its value as open space.

At its own cost, the City will provide the County an independent M.A.I. appraisal of such Property's fair market value in accordance with this section. The value established by the appraisal will not be binding on the County. The City shall provide the County with written notice of its desire to the change of use of the Property and shall submit such M.A.I. appraisal and proposed substitute properties with such notice. The County shall within ninety (90) days respond by (i) accepting such appraised value; (ii) requesting additional information regarding such proposed substitute land; or (iii) rejecting both the appraised value and proposed substitutes. The County shall not unreasonably exercise its discretion and shall work with the City to expeditiously resolve issues relating to an acceptable valuation or



substitution. If and when the County has agreed upon an acceptable valuation or substitution, the City shall either pay the County the full amount of the valuation or record appropriate declarations of restrictive covenants upon the substitute property. The City shall not change the use of the Property until the County has agreed in writing to an acceptable substitution or valuation and made such payment or recorded such declarations.

Nothing herein shall prevent the City from granting easements, franchises or concessions or from making joint use agreements or other operational agreements which are compatible with the use of a Project for the purposes authorized in this Agreement and the Program Ordinances and do not materially diminish the open space value of the Property. The City shall notify the County of all such proposed franchises, concessions or agreements not less than thirty (30) days prior to their effect.

**4.5. Special Conditions.** As set forth in the Ordinances, the Agreement between the County and the City may contain special conditions. If applicable, such special conditions are described on Attachments A, B and C and are incorporated herein by reference.

**4.6. Signs.** The City shall install, within three months of acquisition, and maintain signs identifying the property purchased under the Program as having been acquired under King County's 1993 Regional Conservation Futures Acquisition Program. Such signs shall be clearly visible to the public entering upon the Property or, where public access is inappropriate, clearly visible from the public right-of-way to the extent practicable. Such signs shall be of an appropriate size (generally not smaller than two feet by three feet) and such identification shall be as prominent as any other identifications of the Property. The City also shall install within three months of the date of this Agreement or within three months of the date of acquisition and maintain similar signs on all property acquired with funds under the 1989 King County Open Space Bond Program identifying the property as having been acquired under such Program.

**4.7. Recording of this Agreement.** As part of the closing of escrow of the acquisition of any Conservation Future upon any parcel within a Project, City shall record with King County's Department of

Records and Elections either this Agreement or a memorandum of this Agreement in a form approved in writing by the County.

**ARTICLE V. BOND PROCEEDS.**

**5.1. Distribution of Principal Proceeds.** The Principal Proceeds of the Bonds shall be deposited in a fund or funds to be designated by the County for the purpose of administering, disbursing and accounting for Bond Proceeds. Within said fund or funds, Bond principal will be distributed to the City as set forth in Section 5.4 of this Agreement.

**5.2. Investment of Bond Proceeds.** The County, through its Office of Financial Management, shall be responsible for placing investments of cash balances. The County will be responsible for arbitrage calculations and related actions required by the Code to ensure compliance with arbitrage regulations.

**5.3. Interest Earnings.** Interest earnings on the Principal Bond Proceeds will be collected and deposited in the Bond Redemption Fund to pay a portion of the principal of and interest on the bond debt.

**5.4. Bond Proceeds Disbursement.** Bond Proceeds will be disbursed to the City upon receipt and verification of properly completed requests for payment of Bond Proceeds by the King County Office of Open Space or its successor. The disbursements will be made in one of two ways: (1) by wire transfer up to five (5) days prior to the closing date upon receipt by the County of a completed request form, a copy of the signed purchase document, an estimated settlement statement, and electronic wiring instructions to the closing agent or City if so requested; or (2) by Automated Clearinghouse transmittal to the City for Qualified Reimbursement for expenditures for Capital Costs. The City shall provide a list of authorized individuals to certify the requests submitted to the County. The City will be responsible for the accuracy of the payment requests and the propriety and timeliness of its disbursements of the Bond Proceeds.

**5.5. Disposition of Remaining Bond Proceeds.**

a. **Bond Proceeds Reallocation - Project Completion.** If, upon completion of a Project, Bond Proceeds exist in excess of the amount necessary to reimburse the appropriate Capital Cost of a Project, then the City may propose to reallocate such excess Bond

Proceeds to other existing Projects by providing a written request to the Office of Open Space and to the Committee and by submitting with such request a revised implementation schedule reflecting such proposed reallocation. The Committee shall have forty-five (45) days to review and recommend approval or disapproval to the Council of the City's proposed reallocation. The King County Executive shall submit the City proposal and the Committee recommendation to the King County Council which shall determine by ordinance whether or not to make such reallocation.

b. Bond Proceeds Reallocation - Project Abandonment.

The City may abandon a Project only upon a determination and finding of fact through its normal legislative process that changes in conditions or new information developed after approval of funding of Projects prevent the practical accomplishment of the Project or clearly indicate that the Project would no longer best serve its intended purpose. If the City abandons a Project, and excess Bond Proceeds remain, the City may propose to reallocate such excess Bond Proceeds to other existing approved City Projects following the same procedure as set forth in 5.5.a. above and shall submit to the Committee a certified copy of its legislative action by which it made such determination of fact.

c. Bond Proceeds Reallocation - New Projects. The City may request to reallocate excess Bond Proceeds to a new Project if it makes a determination through its normal legislative processes that the proposed new Project is consistent with the purpose of the Bonds. If the City requests to reallocate excess Bond Proceeds to a new Project, the City shall forward its proposal to the Committee for its review and recommendation to the Council in the same manner as 5.5.a. above, and shall submit a certified copy of its legislative action by which it made such determination.

5.6. Interim Financing. Following the County's adoption of Ordinance 11068, the City may have issued short-term obligations in anticipation of reimbursement from Bond Proceeds to defray the same Capital Costs for which Bond Proceeds may be utilized. The payment of principal and interest upon such short-term obligations shall be a proper object of expenditure of Bond Proceeds to the extent that the rate of such interest is reasonable.

**ARTICLE VI. REPORTING REQUIREMENTS.**

**6.1. Reporting Schedule.** During implementation of the Projects, the City shall provide the County and the Committee semi-annual reports describing Project Implementation status. Such reports shall cover six-month periods of April 1 through September 30 and October 1 through March 31 and shall be submitted no later than the twentieth working day following the end of the reporting period. All such reports shall be submitted to the County's Department of Parks, Planning and Resources Office of Open Space, or its successors.

**6.2. Report Information.** The reports shall contain the following information:

a. An accounting of cash expenditures and encumbrances in support of the project, including a separate accounting for Administrative Costs;

b. A work plan for each project showing the anticipated date by which City expects to achieve the following milestones in the acquisition process: (1) title report reviewed; (2) survey completed (if necessary); (3) environmental assessment completed (if necessary) (4) appraisal completed and reviewed; (5) first offer made; (6) purchase agreement executed; and (7) property acquired;

c. The progress of City in accomplishing milestones for each Project and any changes to the time line; and

d. Other relevant information requested by the County for the purpose of determining compliance with this Agreement.

**ARTICLE VII. TAX COVENANTS**

**7.1. Preservation of Tax Exempt Status.** So long as such Bonds are outstanding or for twenty years after the first disbursement of Bond Proceeds, whichever is longer:

a. The City will not use or permit to be used any of the Bond Proceeds or the property or facilities acquired, constructed, developed or improved as part of the Projects in such manner and shall not take or omit to take any other action as to cause the interest on the Bonds to be included in the gross income of the recipients thereof for purposes of federal income taxation.

b. The City will provide certificates when and as

required by the County's bond counsel, the Code or the Internal Revenue Service in order to establish or maintain the tax exempt status of interest on the Bonds.

c. The City will comply with any requirements imposed by the Code in order to preserve the tax exempt status of interest on the Bonds. The City will cooperate in any audit by the Internal Revenue Service, including disclosure of any records, contracts and other materials required by the Internal Revenue Service in order to establish or preserve the Bonds' tax exempt status or as may be required by the Code.

7.2. Indemnification. If the Bonds become Taxable Bonds as a result of the acts or omissions of the City not approved in writing by the County, the City shall indemnify and hold the County, its officers, employees and agents, including bond counsel, harmless with respect to bond holders' claims and any costs attendant thereto, including any penalties and the County's attorneys' fees and costs in defending such claims.

#### ARTICLE VIII. RESPONSIBILITIES OF COUNTY.

8.1. Issuance of Bonds. Subject to the terms of this Agreement and the Program Ordinances, the County will issue Bonds for the purposes set forth herein and in the Program Ordinances.

8.2. Distribution of Bond Proceeds. Distribution to the City of any Bond Proceeds is specifically conditioned upon execution by the City and the County of this Agreement.

8.3. Future Support. The County assumes no obligation for the future support of the Projects described herein, or any other projects, except as expressly set forth in this Agreement.

#### ARTICLE IX. GENERAL PROVISIONS

##### 9.1. Hold Harmless and Indemnification.

a. The County assumes no responsibility for the payment of any compensation, fees, wages, benefits or taxes to or on behalf of the City, its employees, contractors or others by reason of this Agreement. The City shall protect, indemnify and save harmless the County, its officers, agents and employees from any and all claims,

given if delivered in person or deposited in any United States Postal Service mail box; first class postage prepaid, or sent by registered or certified mail, return receipt requested, addressed to the party for whom it is intended as follows:

(1) To the City: \_\_\_\_\_  
\_\_\_\_\_

(2) To the County: King County Office of Open Space  
1621 Smith Tower  
506 Second Avenue  
Seattle, Washington 98104

with a copy to: Chief Financial Officer  
400 King County Courthouse  
Seattle, Washington 98104

These titles and addresses may be changed by written notice to the other party pursuant to this provision.

9.5. Interpretation. This Agreement shall be interpreted according to and enforced under the laws of the State of Washington. The section and subsection captions of this Agreement are for convenience only and shall not control or affect the meaning or construction of any provision in this Agreement.

9.6. Separability. Each provision of this Agreement is separable from all other provisions. In the event any court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable for any reason, all remaining provisions will remain in full force and effect.

9.7. Entirety. This Agreement is a complete expression of the terms hereto and any oral representations or understandings not incorporated are excluded. This Agreement merges and supersedes prior negotiations, representations, and agreements between the parties relating to the Bonds, Bond Proceeds or Projects and constitutes the entire Agreement between the parties. The parties recognize time to be the essence in the performance of the provisions of this Agreement.

IN WITNESS WHEREOF, authorized representatives of the parties hereto have signed their names in the spaces set forth below.

KING COUNTY

CITY OF \_\_\_\_\_

\_\_\_\_\_  
KING COUNTY EXECUTIVE

By \_\_\_\_\_

Its \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

ACTING UNDER AUTHORITY OF  
\_\_\_\_\_ No. \_\_\_\_\_

Approved as to form:

Approved as to form:

NORM MALENG  
King County Prosecuting  
Attorney:

\_\_\_\_\_

\_\_\_\_\_  
City Attorney

APPROVED PROJECTSSuburban Cities

<u>City</u>	<u>Project</u>	<u>Allocation</u>
Auburn	Green River Access	\$ 300,000
Auburn	Olson Canyon	1,800,000
Bellevue	Meydenbauer Bay	2,500,000
Bothell	Burke Gilman/Sammamish River Greenway	950,000
Duvall	Dougherty Farm	118,000
Federal Way	Sisters of Visitation	340,000
Federal Way	Fisher's Pond and School Site No. 20	1,060,000
Issaquah	Tibbott Property (Tiger Mountain)	1,500,000
Issaquah	Issaquah Creek - Johnson Property	500,000
Kent	Green River NREA	500,000
Kent	Upper Mill Creek Canyon	71,000
Kent	Riverview Park	236,000
Kirkland	Juanita Bay Park Expansion	200,000
Kirkland	Brink Park Expansion	1,200,000
L.Forest Pk	McAleer Creek OS Program	25,000
North Bend/ Snoqualmie	Meadowbrook Farm	2,500,000
Redmond	E. Lake Sammamish Waterfront Pk.	1,000,000
Renton	Cedar River Trail	1,800,000
Renton	Springbrook Trail	300,000
Woodinville	Woodinville Green Gateway	800,000



City of Seattle

<u>Project</u>	<u>Allocation</u>
North Beach Natural Area	\$ 137,700
Sunset Hill Greenbelt	329,400
Thornton Creek Additions:	
(Maple Creek, San Point Way, Little Brook)	900,000
Llandover Woods: 3rd NW and NW 145th	1,331,100
14043 - 32nd NE 1,260,900	
Fremont/Vemo	540,000
Burke-Gilman Greenway: Silver Cloud	272,700
Burke-Gilman Greenway: DNR	267,300
Burke Gilman Greenway: NW 85th & Sand Point Way	1,530,000
St. Mark's Greenbelt	264,600
Magnolia Greenbelt	188,100
Northeast Queen Anne Greenbelt Tip	709,200
MGM Eastlake	1,278,900
3001 East Madison	473,400
Madison McGilvra	450,000
Northeast Queen Anne Overlook	819,900
Duwamish Head Greenbelt	5,400,000
Pelly Place Natural Area	447,300
Arroyos Natural Area	248,400
Maple School Ravine Natural Area	281,700
Orchard Street Ravine Natural Area	270,900
Puget Creek	778,500
Unprogrammed Project Funding	2,020,000

1 Snoqualmie River/Stillwater is a 140-acre project that includes  
2 45 acres of fee simple acquisition and 95 acres of less than  
3 fee development rights. This project includes obtaining public  
4 access to the beach at the large river bend in the Northwest  
5 corner of the property (part of parcel "B" on the attached  
6 map).

7 Innis Arden Reserve Tract "M" includes a 23-acre upland parcel  
8 adjacent to Puget Sound in the Innis Arden neighborhood located  
9 south of the terminus of 15th Avenue Northwest in Seattle.

10 Special Condition: The county shall seek to obtain access  
11 rights on the tidelands adjacent to the 23-acre site.  
12 After purchase of this property, the parks division shall,  
13 through its normal master planning process, seek to  
14 provide access to the site, including parking, for county  
15 residents who live beyond the immediate adjoining  
16 neighborhood.

17 Three Forks Addition is a multi-parcel inholding within the  
18 county's Three Forks Park along Reinig Road near Snoqualmie.  
19 The county shall seek to acquire as many of the twelve parcels  
20 as possible, with the highest priority being the property along  
21 the western edge of the project boundary, adjacent to the  
22 Brockway marsh area.

23 Upper Bear Creek Conservation Area is a multi-property project  
24 area within which acquisition of fee simple and less than fee  
25 development rights will be purchased for conservation purposes.

26 Special Condition: The county shall seek to acquire  
27 development rights around Paradise Lake and access to this  
28 lake as a first priority for acquisition in the identified  
29 project area.

30 Second Priority shall be acquisition of the former "Whitelock"  
31 property. Any property acquisitions beyond these two priority  
32 areas shall be reviewed and approved by the COC and county  
33 council.

34  
35 Lake Sawyer is a 29.5-acre waterfront project located on the  
36 southeast shore of Lake Sawyer in south King County. The  
37 county shall seek to acquire property that provides public  
38 access to the waterfront and the proposed Green to Cedar  
39 regional trail.

#### 40 SUBURBAN CITIES PROJECTS

41 Green River Access is a 4.4-acre project with approximately 610  
42 feet of shoreline located adjacent to 4th Street Southeast on  
43 the Green River in the City of Auburn.

44 Special Condition: The city shall seek to acquire as much  
45 of the proposed project as possible, with a first priority  
46 of gaining public access from the street end at the  
47 northern project boundary.

48 Olson Canyon is a 60.5-acre project adjacent to the north end  
49 of Auburn Golf Course on Green River Road.

50 Special Condition: The City of Auburn shall ensure  
51 preservation of the historic character of the site,  
52 including the homestead and barn buildings, in conjunction  
53 with agency or other recognized historic preservation/  
54 cultural resources authorities.

55 Meydenbauer Bay is a 4/10 of an acre site located on the  
56 shoreline of Lake Washington on Southeast Bellevue Place in the  
57 City of Bellevue.

1 Sammamish River/Burke-Gilman Greenway (Bothell portion) is a  
 2 26.1-acre open space adjacent to the Burke Gilman Regional  
 3 Trail and the Sammamish Slough on Bothell Way in Bothell. The  
 4 project will purchase development rights on a portion of the  
 5 "front nine" of the Wayne Golf Course, and will require  
 6 continued public availability to the golf course at prices  
 7 equivalent to publicly-owned golf courses in King County.

8 Special Condition: The City of Bothell shall ensure that  
 9 the vegetation between the Burke Gilman Trail and the golf  
 10 course is regularly pruned to ensure clear visibility to  
 11 trail users of the open space from the entire length of  
 12 the trail bordering the open space.

13 Dougherty Farm is a 22.6-acre open space in the Snoqualmie  
 14 Valley located on Northeast Cherry Valley Road just north of  
 15 the present city limits of the City of Duvall.

16 Sisters of Visitation is an 11.7-acre site with approximately  
 17 605 feet of shoreline on Puget Sound. The site is located on  
 18 Marine View Drive in Federal Way.

19 Special Condition: The portion of this site that contains  
 20 the footprint of the existing building that will be used  
 21 as a conference center is not eligible for CFT funding.  
 22 Further, the City of Federal Way will ensure that the  
 23 general public will have full, well-identified access to  
 24 the grounds that are purchased with these conservation  
 25 futures funds and that this property will not be for the  
 26 exclusive use of any conference attendees or other users  
 27 of the building located at the site.

28 Fisher's Pond is a 13.5-acre project located on southwest 320th  
 29 Street and 7th Avenue Southwest in Federal Way.

30 School Site No. 20 is a 10.3-acre project located on 15th  
 31 Avenue Southeast in Federal Way.

32 Tibbett Property is an 18-acre site that lies at the entrance  
 33 to Issaquah's Tradition Lake Park and the Tiger Mountain State  
 34 Forest. The site is adjacent to Interstate 90 west of the High  
 35 Point exit east of Issaquah.

36 Special Condition: It is anticipated that funding  
 37 shortfalls in this project will be addressed by the State.

38 Johnson Property is a 3.4-acre property located in downtown  
 39 Issaquah at the junction of the East Fork and main stem of  
 40 Issaquah Creek.

41 Green River NREA is an approximately 270-acre site located  
 42 adjacent to the Green River, south of South 212th Street, and  
 43 adjacent to a proposed stormwater management and wetland  
 44 enhancement basin facility currently owned by the City of Kent.

45 Upper Mill Creek Canyon is two parcels of land totaling 3.6  
 46 acres that are inholdings within Kent's Mill Creek Park.

47 Riverview Park is a 11.3 acre project located along the east  
 48 bank of the Green River, adjacent to SR 167 in Kent.

49 Special Condition: As a first priority, the City shall  
 50 seek to acquire property between Hawley Road and the Green  
 51 River, known as the "Baldwin" property. As a second  
 52 priority, the City shall seek to acquire the parcels  
 53 located between Hawley Road and SR 167.

1 Juanita Bay Park Expansion is a 1.3-acre parcel with 240 feet  
2 of shoreline on Lake Washington and is located to the north of  
3 existing Juanita Bay Park on 98th Avenue Northeast in  
4 Kirkland.

5 Brink Park Expansion is a .3-acre site located on Lake  
6 Washington adjacent to the south end of Brink Park on Market  
7 Street in Kirkland.

8 Special Condition: If state IAC funding is secured for  
9 this project, unanticipated CFT funding surplus shall be  
10 reprogrammed unless needed to complete the Kirkland  
11 Juanita Bay Park Expansion project, identified above.

12 McAleer Creek Open Space Program is a 1.1-acre parcel located  
13 on Perkins Way in the City of Lake Forest Park. The project  
14 contains shoreline along McAleer Creek.

15 Meadowbrook Farm is a 430-acre farm located within the cities  
16 of North Bend and Snoqualmie on the Snoqualmie-North Bend Road  
17 and along the South fork of the Snoqualmie River. The cities  
18 of North Bend and Snoqualmie shall seek to acquire the  
19 properties identified as "Phase II" on the attached map.

20 Lake Sammamish Waterfront Park is a multi-parcel project with  
21 approximately 2500 feet of shoreline on Lake Sammamish and is  
22 located along East Lake Sammamish Parkway. This property is  
23 located within unincorporated King County, however, it would be  
24 owned and operated by the City of Redmond.

25 Special Condition: The City of Redmond shall aggressively  
26 pursue other sources of funding to complete this project.

27 Cedar River Trail is a City of Renton project that is 51.6  
28 acres in size and is located along the Cedar River and Cedar  
29 River Regional Trail east of Interstate 405 in Renton.

30 Special Condition: The City of Renton will preserve at  
31 least half of the level area in the center of the site for  
32 open space uses consistent with the restrictions  
33 identified in Ordinance 10750. Any portion of this  
34 project site that is proposed for active recreation or  
35 other activities not in keeping with the funding  
36 requirements of the Regional Conservation Futures 1993  
37 Acquisition Bond Program will not be eligible for funding.

38 Springbrook Creek Trail is an 8.8-acre City of Renton project  
39 located on Talbot Road and the West Valley Highway (SR 167).

40 Woodinville Green Gateway is a 3.7-acre project located in the  
41 City of Woodinville adjacent to the Sammamish Valley/Burke-  
42 Gilman Regional Trail, which is on the Sammamish River. The  
43 project is located on 131st Avenue NE and NE 175th Street.

44 Special Condition: The City shall seek to secure the  
45 necessary funds to acquire the entire proposed project  
46 area. Upon purchase of this site the City of Woodinville  
47 will change the configuration of existing parking on the  
48 site to be no more than 15% of the entire site. Should  
49 the City be successful in acquiring the school district  
50 property located to the east of the project area, within  
51 three years of the passage of this Motion, the City of  
52 Woodinville will eliminate all parking from the site in  
53 perpetuity.

1 CITY OF SEATTLE PROJECTS

2 North Beach Natural Area is a 1.19-acre project located between  
3 Northwest 91st Place and Northwest 95th Place that includes a  
4 creek within a wooded ravine.

5 Sunset Hill Greenbelt is a 27.3-acre greenbelt located along  
6 Seaview Avenue Northwest adjacent to Shilshole Bay Marina.

7 Thornton Creek Watershed consists of three sites:

8 Sand Point Way, a 1.73-acre project located at the  
9 intersection of Sand Point Way Northeast and Northeast  
10 95th Street;

11 Little Brook is a 3.14-acre multi-parcel project with  
12 approximately 1000 feet of stream and a wooded ravine.  
13 The project is located between Northeast 117th Street and  
14 Northeast 120th Street;

15 Maple Creek is a 4.54-acre wooded open space along  
16 Thornton Creek located east of 40th Avenue Northeast and  
17 Northeast 89th Street.

18 Llandover Woods: 3rd NW & NW 145th is a 9.54-acre wooded and  
19 grassy meadow site located just south of the northerly limits  
20 of Seattle at Northwest 143rd Street near Northwest Culbertson  
21 Drive.

22 14043 32nd NE is a .86-acre parcel located on 32nd Avenue  
23 Northeast between Northeast 143rd Street and Northeast 140th  
24 Street. The project contains a meadow and a small stream.

25 Fremont/Vemo is a .2-acre undeveloped property located between  
26 Northwest 35th Street and North Canal Street.

27 Special Condition: The City is encouraged to explore  
28 alternative open space sites within the Fremont community  
29 before acquiring this property.

30 Burke-Gilman Greenway: Silver Cloud is a .5-acre undeveloped  
31 area adjacent to the Burke Gilman Trail near 27th Avenue  
32 Northeast. The site is also proposed as a location for the  
33 daylighting of Ravenna Creek, which currently runs through a  
34 drainage pipe on the property.

35 Special Condition: As a first priority, the city shall  
36 seek to acquire the property along the eastern edge of the  
37 project boundary.

38 Burke-Gilman Greenway: DNR is a 3.12-acre section of the Burke  
39 Gilman Trail that is not in City of Seattle ownership. In  
40 addition to the trail, the property contains a natural buffer  
41 to the trail. The site is located east of 40th Avenue  
42 Northeast and west of Sand Point Way Northeast.

43 Burke Gilman Greenway: Northeast 85th and Sand Point Way is a  
44 7.7 acre wooded ravine property located adjacent to the Burke-  
45 Gilman Trail near Sand Point Way and Northeast 85th Street.

46 St. Mark's Greenbelt is an 8.7-acre wooded open space on the  
47 west side of Capital Hill south of Broadway east and north of  
48 East Highland Drive.

49 Magnolia Greenbelt is a .51-acre wooded hillside near the  
50 Magnolia viaduct at Amherst Avenue West and is part of the  
51 larger Magnolia Greenbelt under public ownership.

1 Madison McGilvra is a 3.88 acre multi-parcel project. The  
2 project area borders Lake Washington at the entrance to the  
3 Montlake cut at East McGilvra Street, east of 37th Avenue East.

4 Special Condition: The City shall seek to acquire as many  
5 of the parcels as possible, with highest priority being  
6 acquisition of public waterfront access. The city shall  
7 aggressively pursue other sources of funding, including  
8 city resources, to complete this project.

9 Northeast Queen Anne Greenbelt Tip is a .5-acre parcel that  
10 serves as a northern terminus to the Northeast Queen Anne  
11 Greenbelt. The site is located between Dexter Avenue and 4th  
12 Avenue North.

13 MGM Eastlake is a .51-acre project with a view of Lake Union  
14 and a serves as an addition to an Olmstead Park and a P-Patch.  
15 The project is located west of Eastlake Avenue East.

16 3001 East Madison is a .28-acre wooded sloping hillside in  
17 Madison Valley of Central Seattle and is located at the  
18 intersection of East Madison Street and East Mercer Street.

19 Northeast Queen Anne Overlook is a .68-acre open space property  
20 that provides a panoramic view east over Lake Union and the  
21 Cascades, Lake Washington and Mount Rainier. The project is  
22 located at the intersection of Blaine Street and Taylor Avenue  
23 North.

24 Duwamish Head Greenbelt is a 5.26-acre project on the east  
25 facing slope of the Duwamish River. Priority acquisition  
26 properties are located on Fauntleroy Avenue Southwest just east  
27 of Admiral Way. A second priority acquisition site is located  
28 adjacent to Lotus Avenue and Harbor Avenue Southwest.

29 Special Condition: The City's highest acquisition  
30 priority shall be parcels "A", "B", "C" and "D" on the  
31 attached map. If additional funds are available, parcels  
32 D1, D2, D3 and E3 will be the second priority for  
33 acquisition.

34 Pelly Place Natural Area is a .29-acre project located east of  
35 Murray Avenue southwest at the entrance to a larger wooded  
36 ravine.

37 Arroyos Natural Area is a 6.85-acre wooded hillside site above  
38 Puget Sound along Marine View Drive in south Seattle.

39 Maple School Ravine Natural Area is a 2.19-acre multi-parcel  
40 linear wooded greenbelt located adjacent to 19th Avenue South  
41 between South Lucille Street and South Juneau Street.

42 Orchard Street Ravine Natural Area is a 1.51-acre project  
43 consisting of 2 parcels that are part of a shallow,  
44 undeveloped, wooded ravine adjacent to Southwest Orchard  
45 Street.

46 Puget Creek Natural Area is a 4.68-acre multi-parcel project  
47 located adjacent to 19th Avenue Southwest between Southwest  
48 Brandon Street and Southwest Juneau Street. The natural area  
49 contains or borders a creek that is linked to Puget Park.  
50

PROJECT TIME SCHEDULE

SENT BY: CITY OF SNOQUALMIE

## MEADOWBROOK FARM

MAP IDENTIFYING:  
PURCHASE PHASES  
WELL LOCATIONS

## LEGEND:



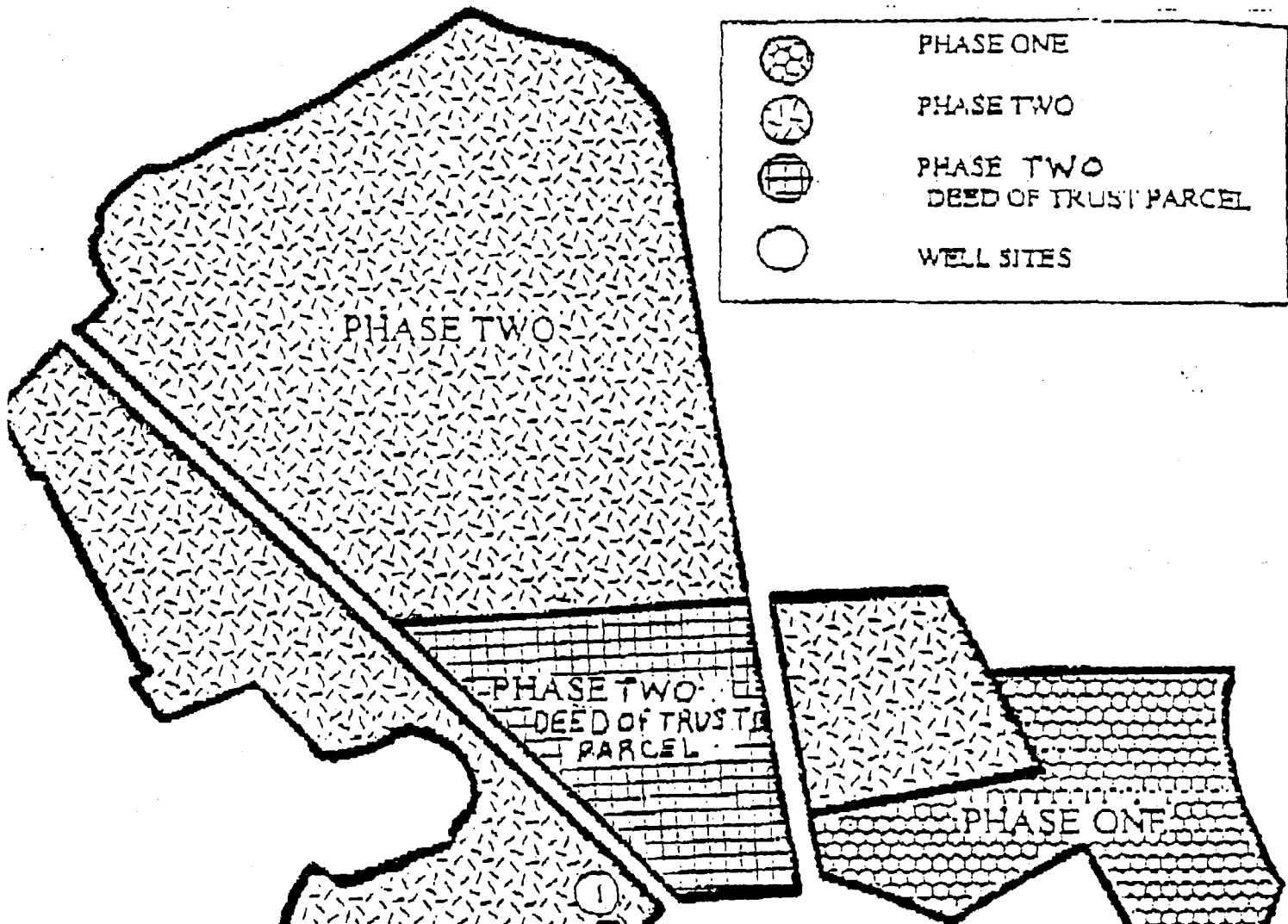
PHASE ONE



PHASE TWO

PHASE TWO  
DEED OF TRUST PARCEL

WELL SITES





4. Prior to disbursement of any Project Funds hereunder, Seattle shall negotiate in good faith for the conveyance of property needed by King County to complete its 1989 King County Open Space Bond Project or its projects under the Program. The projects include:

Shoreline Interurban Trail  
(City Light Right-of-Way)

Soos Creek Trail Extension North  
(Seattle Water Department Right-of-Way)

King County also agrees to negotiate the conveyance of properties King County owns that the City needs to complete its projects under the 1989 King County Open Space Bond Project or its projects under the Program.

5. Suburban Cities shall provide matching funds to each project as follows:

<u>City</u>	<u>Project</u>	<u>Matching Funds</u>
Auburn	Green River Access	\$ -0-
Auburn	Olson Canyon	-0-
Bellevue	Meydenbauer Bay	500,000
Bothell	Burke Gilman/Sammamish River Greenway	-0-
Duvall	Dougherty Farm	82,000
Federal Way	Sisters of Visitation	405,000
Federal Way	Fisher's Pond and School Site No. 20	-0-
Issaquah	Tibbott Property (Tiger Mountain)	-0-
Issaquah	Issaquah Creek - Johnson Property	-0-
Kent	Green River NREA	3,400,000
Kent	Upper Mill Creek Canyon	73,500
Kent	Riverview Park	-0-
Kirkland	Juanita Bay Park Expansion	530,000*
Kirkland	Brink Park Expansion	225,000
L.Forest Pk	McAleer Creek OS Program	-0-
North Bend/ Snoqualmie	Meadowbrook Farm	-0-
Redmond	E. Lake Sammamish Waterfront Pk.	-0-
Renton	Cedar River Trail	702,249
Renton	Springbrook Trail	65,388
Woodinville	Woodinville Green Gateway	-0-

\* Includes METRO SIF

6. Snoqualmie and North Bend shall be jointly and severally liable for performing of City obligations under their agreement with King County.