



Signature Report

March 6, 2001

Motion 11123

Proposed No. 2001-0069.1

Sponsors Phillips and Fimia

1 A MOTION authorizing the executive to enter into an
2 interlocal agreement with the city of Kenmore relating to the
3 transfer of fee-in-lieu funds for the creation and
4 enhancement of local parks, open spaces and recreational
5 facilities.

6
7 WHEREAS, the city of Kenmore incorporated on August 31, 1998, and
8 WHEREAS, prior to the incorporation of the city of Kenmore, the county had
9 jurisdiction over land use, park development, open space and recreation in the area now
10 incorporated as the city of Kenmore, and

11 WHEREAS, while under its jurisdiction, the county collected park development
12 fee-in-lieu of funds from applicants for approved land use permits, and

13 WHEREAS, upon incorporation, the city assumed jurisdiction for park
14 development, open space and recreational improvements within its boundaries, and

15 WHEREAS, the city and county desire an orderly transfer of fee-in-lieu funds to
16 the city for the creation and enhancement of local parks, open spaces and recreational
17 facilities.

18

Interlocal Agreement
Between King County and the City of Kenmore
Relating to the Transfer of Fee-in-Lieu Funds

2001 069
11 123

THIS IS AN AGREEMENT between King County, a home rule charter county, a political subdivision of the State of Washington, hereinafter referred to as the "County," and the City of Kenmore, a municipal corporation of the State of Washington, hereinafter referred to as the "City".

I. PREAMBLE

King County and the City of Kenmore are mutually desirous of allowing the recently incorporated City of Kenmore complete responsibility for future acquisition and development of local park sites in the City of Kenmore. The County desires to transfer fee-in-lieu funds to the City of Kenmore for the creation and enhancement of local parks, open spaces and recreational facilities. This agreement is made pursuant to RCW 39.34, the Interlocal Cooperation Act.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, it is mutually agreed by and between the County and the City as follows:

II. COUNTY RESPONSIBILITIES

1. Within sixty (60) days of the execution of this agreement by the parties, King County agrees to transfer to the City of Kenmore \$106,221 in fee-in-lieu funds.
2. The County further agrees to transfer to the City any future fee-in-lieu funds collected on behalf of the City of Kenmore within sixty (60) days of the date that these funds are appropriated by the King County Council.
3. The parties acknowledge that the available funds will not be sufficient to complete the full scope of projects envisioned for the City. No additional funds are committed to the City, and the parties acknowledge that this transfer of fee-in-lieu funds constitutes the entire and complete amount which the County will provide to the City.
4. For the purposes of this agreement, the County is merely transferring fee-in-lieu funds to the City and as such, no tort liability whatsoever shall attach to the County arising from County funding within this agreement, nor from the City's purchase, construction, maintenance, operation, use, or design of the properties for which this funding is used.

EXHIBIT "A"
 FEE-IN-LIEU FUNDS
 CITY OF KENMORE

	Arrowhead Elementary	Kenmore Elementary	Moorlands Elementary	Northshore School District	Total
1996 Payments	26,740				26,740
1997 Payments					-
1998 Payments		2,100	53,216	9,750	65,066
1999 Payments				10,884	10,884
2000 Payments				12,125	12,125
Total receipts	26,740	2,100	53,216	32,759	114,815
Expenditures			(8,594)		(8,594)
Balance	26,740	2,100	44,622	32,759	106,221
<p>Note: The County appropriated fee-in-lieu payments collected prior to June 1998 based on elementary school districts. Payments made since that time have been appropriated to school district service areas. The payments shown under the Northshore School District column were made inside the City of Kenmore.</p>					