



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**March 13, 2001**

**Motion 11128**

**Proposed No.** 2001-0148.2

**Sponsors** Phillips, Irons and Miller

1           A MOTION related to protection of natural resource lands  
2           through compact urban development; endorsing the  
3           Snoqualmie Preservation Initiative and authorizing a joint  
4           planning process between King County and the city of  
5           Snoqualmie.

6  
7           WHEREAS, Snoqualmie Falls is a local, regional and national treasure, and

8           WHEREAS, recent development proposals threaten to forever alter the viewshed  
9           of Snoqualmie Falls and impact lands along the upper Snoqualmie river of historical,  
10          archeological and cultural significance, and

11          WHEREAS, the Preston-Snoqualmie and the Snoqualmie Valley trails are critical  
12          components of the two-hundred-mile King County Regional Trail Network, and

13          WHEREAS, there are critical missing links between these two trails, as well as  
14          missing links across the Snoqualmie river to the five-hundred-twenty-five-acre Three  
15          Forks Natural Area and the four-hundred-fifty-acre Meadowbrook Farm, and

16          WHEREAS, the Raging river basin is comprised of significant anadromous  
17          salmonid spawning habitat and highly productive forest lands, and functions as an

18 important wildlife corridor between the Tiger Mountain State Forest, the Cedar River  
19 Watershed and the Rattlesnake Mountain Scenic Area, and

20 WHEREAS, the King County Countywide Planning Policies, policy LU-28,  
21 directs growth to areas which are urbanized such that infrastructure improvements can be  
22 easily extended, and

23 WHEREAS, the city of Snoqualmie has high quality infrastructure with sufficient  
24 capacity for additional growth, and

25 WHEREAS, the King County Countywide Planning Policies, Framework Policy  
26 FW-1, Step 8.b., identify a Joint Planning Area for Snoqualmie, and directs the executive  
27 to jointly plan with the city of Snoqualmie to resolve their urban growth area, and

28 WHEREAS, the Agreement Between the City of Snoqualmie, King County, and  
29 Snoqualmie Ridge Associates Regarding Snoqualmie's Future Annexation of Property on  
30 the Lake Alice Plateau ("Snoqualmie Agreement"), Section IX.A, states that King  
31 County and Snoqualmie agree to review the issue of long-term land uses in the joint  
32 planning area through future joint planning efforts, and

33 WHEREAS, the Snoqualmie preservation initiative provides the means to protect  
34 resources of historical, archaeological and cultural significance, ensure long-term,  
35 sustainable forestry in the Raging river basin, provide vital trail connections and ensure  
36 compact development where sufficient infrastructure can easily be extended through a  
37 joint planning effort to determine Snoqualmie's ultimate urban growth area boundary.

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

39 The attached memorandum of understanding providing the framework for the  
40 Snoqualmie Preservation Initiative is hereby endorsed.

41           The executive is encouraged to sign the memorandum of understanding and to  
42 move forward on the Snoqualmie Preservation Initiative as described within the  
43 memorandum and this motion.

44           The executive is authorized to begin a joint planning process with the city of  
45 Snoqualmie with the goals of resolving land use issues within the designated joint  
46 planning area, and recommending the city of Snoqualmie's final urban growth area  
47 boundary. Proposed recommendations shall be contained in a subarea plan, which shall  
48 be completed subject to any legal and procedural requirements, such as SEPA and public  
49 notification. An ordinance adopting the subarea plan shall be transmitted to the King  
50 County council in time to comply with any legal and procedural requirements, on or  
51 before April 26, 2001.

52           The executive is authorized to work with the city of Snoqualmie and  
53 Weyerhaeuser Real Estate Company to review and update the 1990 Snoqualmie  
54 Agreement. An ordinance approving recommendations for update of the 1990  
55 Snoqualmie Agreement shall be transmitted to the King County council on or before  
56 April 26, 2001.

57           The executive is authorized to work with the city of Snoqualmie, Cascade Land  
58 Conservancy and Weyerhaeuser Real Estate Company to finalize a funding agreement  
59 specifying mitigation payments by Weyerhaeuser Real Estate Company that reduce the  
60 financial obligation of King County and Snoqualmie to fund the purchase of Falls  
61 Crossing. Such funding agreement shall include provision for mitigation payments if  
62 county action triggering the mitigation obligation is delayed beyond the date specified in  
63 the agreement due to county compliance with legal and procedural requirements. An

64 ordinance authorizing the executive to sign the funding agreement shall be transmitted to  
65 the King County council on or before April 26, 2001.

66 The executive shall transmit to the King County council on or before April 26,  
67 2001 an appropriations ordinance to fund King County's obligation to fund the purchase  
68 of Falls Crossing consistent with the funding agreement identified above.

69 Subject to legal and procedural requirements, such as SEPA and public  
70 notification, the King County council intends to finalize review of these ordinances,  
71 recommending the subarea plan, the update to the 1990 Snoqualmie Agreement, funding  
72 agreement and supplemental appropriations by June 4, 2001.

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73                   The executive is authorized to seek federal and state funding to complete critical  
74 links in the King County Regional Trail Network in the Snoqualmie area.

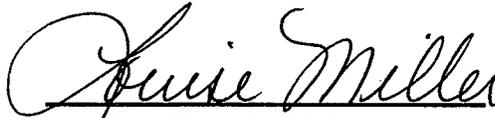
Motion 11128 was introduced on 2/20/01 and passed by the Metropolitan King County Council on 3/12/01, by the following vote:

Yes: 9 - Ms. Miller, Mr. Phillips, Mr. Pelz, Mr. McKenna, Mr. Nickels, Mr. Pullen, Mr. Gossett, Mr. Vance and Mr. Irons

No: 0

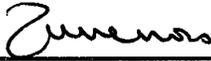
Excused: 4 - Mr. von Reichbauer, Ms. Fimia, Ms. Sullivan and Ms. Hague

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON



Louise Miller, Vice Chair

ATTEST:



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Anne Noris, Clerk of the Council

**Attachments**       A. Memorandum of Understanding for the Snoqualmie Preservation Initiative

## THE SNOQUALMIE PRESERVATION INITIATIVE

THIS MEMORANDUM OF UNDERSTANDING is made as of March 15, 2001 by and among the KING COUNTY EXECUTIVE, in his official capacity as County Executive of King County ("County Executive"); the MAYOR OF SNOQUALMIE, in his official capacity as Mayor of the City of Snoqualmie ("Mayor"); CASCADE LAND CONSERVANCY, a Washington non-profit corporation ("CLC"); and WEYERHAEUSER REAL ESTATE COMPANY, a Washington corporation ("WRECO").

This memorandum describes the framework of the Snoqualmie Preservation Initiative. The Initiative advances an innovative means to:

1. Preserve the Snoqualmie Falls viewshed;
2. Maintain long-term forestry in the Snoqualmie Basin;
3. Enhance the King County Regional Trail Network; and
4. Provide a mix of quality housing and expand affordable housing at a location where adequate existing infrastructure already exists.

### I. Recitals:

1. Snoqualmie Falls is a local, regional and national treasure. The culture and the evolution of the City of Snoqualmie are closely tied to the Falls, and as an attraction, Snoqualmie Falls visitors generate significant economic benefits to the local community. The Falls and the mist produced by the falls are sacred to the Snoqualmie Tribe, and lands along the upper Snoqualmie River are of archaeological and cultural significance to the Tribe.
2. The King County Countywide Planning Policies, policies FW-26, CC-1 and CC-2, call for all jurisdictions to work together to preserve and protect significant historical, archaeological and cultural resources.
3. It is a priority of all the parties to preserve and protect Snoqualmie Falls and the lands along the upper Snoqualmie River for their historical, archeological and cultural significance.
4. The Preston-Snoqualmie and the Snoqualmie Valley trails are critical components of the 200-mile King County Regional Trail Network. Providing a connection between these two trails, as well as links across the Snoqualmie River to the 525 acre Three Forks Natural Area and the 450 acre Meadowbrook Farm, are priorities in the adopted master plan for the Three Forks Natural Area.

5. The King County Countywide Planning Policies, policy CC-7, call for all jurisdictions to work together to identify and protect open space corridors of regional significance.
6. All the parties agree on the importance of construction of a trail bridge across the upper Snoqualmie River to connect the Preston-Snoqualmie and Snoqualmie Valley Trails, and will work to complete the trail connection by seeking additional local, state and federal funding sources.
7. The Raging River basin has highly productive forest soils, excellent access to forest product markets, opportunities for trail connections between Tiger Mountain State Forest, Taylor Mountain County Forest, and the Rattlesnake Ridge Scenic Area, and significant spawning habitat for anadromous Chinook, Coho and Steelhead. The Raging River basin also provides the only connection for wildlife between the Cedar River Watershed and the lowland forests of Tiger, Squak and Cougar Mountains, with over seven miles of undeveloped wildlife corridor providing a critical connection for twenty-two thousand acres of lowland forest for elk, deer, cougar, bear, bobcat, birds, small mammals and amphibians.
8. The King County Countywide Planning Policies, policy LU-1, call for the protection of forest lands primarily for their long-term productive resource value, and recognizes their secondary benefits of open space, scenic views and wildlife habitat values.
9. It is a priority of all the parties to maintain long-term forestry in the Raging River basin as an important contributor to the local economy and a significant element of the region's heritage. Sustainably managed forestland provides storm water control, improved air quality, wildlife habitat and recreational opportunities, all of which are important to King County residents in general, and Snoqualmie Valley residents in particular.
10. The King County Countywide Planning Policies, Framework Policy FW-1, Step 8.b., identify a Joint Planning Area for Snoqualmie, and allow Snoqualmie's Urban Growth Area to be amended within the Joint Planning Area through a joint planning process. The policy directs the King County Executive to recommend an amendment to Snoqualmie's Urban Growth Area for adoption by the King County Council, and states that such an amendment is not subject to ratification by the Growth Management Planning Council.
11. The Agreement Between the City of Snoqualmie, King County, and Snoqualmie Ridge Associates Regarding Snoqualmie's Future Annexation of Property on the Lake Alice Plateau ("Snoqualmie Agreement"), Section IX.A., states that King County and Snoqualmie agree to review the issue of long-term land uses in the Joint Planning Area through future joint planning efforts.
12. The King County Countywide Planning Policies, policy LU-28, direct growth first to Centers and urbanized areas with existing infrastructure capacity and second,

to areas which are already urbanized such that infrastructure improvements can be easily extended. The Snoqualmie Ridge development has high quality infrastructure with sufficient capacity for additional growth.

13. The Snoqualmie Preservation Initiative provides the means to protect resources of historical, archaeological and cultural significance, to ensure long-term, sustainable forestry in the Snoqualmie Basin and provide vital trail connections through the joint planning effort to determine Snoqualmie's ultimate Urban Growth Boundary.

## **II. Goals of the Snoqualmie Preservation Initiative:**

1. Public ownership of the portion of the site of the proposed Falls Crossing development north of Snoqualmie Parkway will be secured to ensure the natural character of the property and the viewshed of Snoqualmie Falls are forever preserved.
2. King County will obtain conservation easements for the remaining private holdings in the Raging River, ensuring permanent forestry uses on these lands, and protecting critical wildlife connections in perpetuity.
3. Vital trail connections to enhance the King County Regional Trail Network, including bridges across the upper Snoqualmie River, will be completed.
4. The Snoqualmie Joint Planning Area, the last outstanding joint planning area in King County, will be resolved and Snoqualmie's final Urban Growth Area boundary will be established.
5. New growth, including a mix of housing and affordable housing opportunities, will be directed to urbanized areas with existing infrastructure.

## **III. Actions to Achieve the Snoqualmie Preservation Initiative:**

The parties intend to pursue the following actions:

1. **Purchase of Falls Crossing:** On January 16, 2001, CLC signed a Purchase and Sale Agreement with Puget Western, Inc. to acquire that portion of the site of the proposed Falls Crossing development north of Snoqualmie Parkway.
  - A. CLC provided \$100,000 as non-refundable earnest money for the purchase.
  - B. WRECO intends to provide \$60,000 per month for the months of March, April and May of 2001 to CLC to fund the non-refundable earnest money payments to Puget Western, Inc.
  - C. The County Executive intends to execute an interest bearing Promissory Note to CLC prior to closing for payment of King County's share of the purchase price for the Falls Crossing property, in accordance with the provisions of Section III.6, and will pay such costs as set forth in Section

- III.6.C. The anticipated amount of the Promissory Note is \$6,000,000, subject to CLC receipt of alternative funding, as outlined in Section III.6. If CLC does not receive alternative funding, King County will commit to payments in the respective amounts of \$3,020,000 in June 2001 and \$6,000,000 plus interest in 2007. In no case shall King County funding for the purchase of Falls Crossing exceed \$9,020,000 exclusive of interest, reasonable closing costs and appraisal costs, and offset of initial earnest money payments.
- D. The Mayor intends to execute an interest bearing Promissory Note to CLC prior to closing for payment of Snoqualmie's share of the purchase price for the Falls Crossing property, in accordance with the provisions of Section III.6, and will pay such costs set forth in Section III.D. The anticipated amount of the Promissory Note is \$1,650,000 plus interest, subject to CLC receipt of alternative funding, as outlined in Section III. If CLC does not receive alternative funding, Snoqualmie will commit to payments in the respective amounts of \$2,000,000 plus interest in 2003 and \$2,000,000 plus interest in 2005. In no case shall the Promissory Note exceed \$4,000,000 exclusive of interest, reasonable closing costs and offset of initial earnest money payments.
- E. On or before March 15, 2001, all parties shall agree upon the form of a funding agreement which will describe the circumstances and timing of mitigation payments by WRECO to reduce the respective financial commitments of King County and Snoqualmie, and WRECO shall sign the funding agreement by June 1, 2001.
- F. On or about June 30, 2001, CLC will close on the purchase and will transfer fee restricted title to Snoqualmie. King County will be provided property interests of value and time duration equal to King County's funding commitments. The nature of these property security interests will be defined in the funding agreement.
- G. Snoqualmie will seek advice for the stewardship of the Falls Crossing site through a Falls Crossing Stewardship Advisory Committee with representatives from CLC, the Snoqualmie Tribe and local citizens.
2. **Completion of Joint Planning:** The County Executive and Mayor intend to initiate a joint planning process to finalize Snoqualmie's Urban Growth Area, and agree upon the following guidelines for the development of their recommendations:
- A. The joint planning process should include substantial public involvement, to include property owners within the joint planning area, the greater Snoqualmie area community, the Snoqualmie Tribe, interested citizens and agencies.
- B. The joint planning process should evaluate Snoqualmie's existing Urban Growth Area, local development trends, population forecasts and the physical characteristics and public benefit opportunities of lands along the perimeter of Snoqualmie's existing Urban Growth Area boundary.
- C. The joint planning process and outcomes should be documented by the Executive in the form of a subarea plan. The Executive proposed subarea plan should include any proposed amendment to Snoqualmie's Urban

Growth Area, an evaluation of the consistency of proposed amendments with CPP LU-38 which establishes the criteria for rural city Urban Growth Areas, and the application of Urban Reserve zoning for any land proposed to be added to Snoqualmie's Urban Growth Area as required by the King County Comprehensive Plan. The Executive proposed subarea plan should be transmitted to the King County Council by May 10, 2001.

- D. It is anticipated that the King County Council will complete their review of the subarea plan and any proposed expansion of the Urban Growth Area boundary by June 4, 2001.
  - E. If the joint planning effort determines that amendments to Snoqualmie's Urban Growth Area outside of the identified Joint Planning Area best meet regional planning goals, then King County will bring such an amendment to the Growth Management Planning Council for ratification as part of the annual King County Comprehensive Plan amendment in 2002, consistent with King County Code 20.18.030.C. The parties agree that any such amendment should be developed subject to the following guidelines:
    - i. With the exception of lands within the Joint Planning Area that are added to Snoqualmie's Urban Growth Area, there should be no net gain in the total land area within Snoqualmie's Urban Growth Area.
    - ii. Land outside the Joint Planning Area proposed to be added to the Urban Growth Area should only be developed at urban densities through the transfer of development credits from identified rural sending sites.
    - iii. A term conservation easement for the identified sending sites should be granted to King County at the time of GMPC approval, and should be made permanent upon execution of a development agreement between Snoqualmie and WRECO for the new urban land.
    - iv. If amendments to Snoqualmie's Urban Growth Area outside of the Joint Planning Area are not approved by the Growth Management Planning Council, the term conservation easement should be terminated.
3. **Completion of New Snoqualmie Agreement:** The Executive, Mayor and WRECO agree the 1990 Snoqualmie Agreement should be updated to reflect the accomplishment of obligations within the Agreement, and intend to review the following elements:
- A. Reduction of the square footage allocated for business park uses and an increase of 268 units to the maximum number of dwelling units permitted within the current boundaries of the Snoqualmie Ridge development; and
  - B. Provision for the conveyance by WRECO to Snoqualmie for reconveyance to Habitat for Humanity of approximately 12.5 acres in parcel Y1 immediately east of the existing Habitat for Humanity project, and provision that such property shall be used exclusively for the provision of approximately 25 additional dwelling units affordable to families not exceeding 50% of the median income for King County.
  - C. Ordinances authorizing a new Agreement should be transmitted to the King County Council and the Snoqualmie City Council by May 10, 2001.
  - D. It is anticipated the King County Council and the Snoqualmie City Council will complete their review of said ordinances by June 4, 2001.

4. **Protection of the Raging River Basin:** The Raging River Basin should be protected as follows:
  - A. If by June 4, 2001 Snoqualmie's Urban Growth Area is amended to include the WRECO ownership within the designated Joint Planning Area and the Snoqualmie Agreement is replaced, WRECO shall will immediately grant to King County a term conservation easement for their total Raging River holdings. The conservation easement should include the requirement for a forest management plan that incorporates public trails.
  - B. Upon completion of a development agreement between Snoqualmie and WRECO for land within the Joint Planning Area that has been added to Snoqualmie's Urban Growth Area, all development rights on their total Raging River holdings will be transferred to King County, and the term conservation easement will be made permanent.
  - C. The County Executive will work with CLC to pursue additional conservation opportunities in the Raging River Basin.
  
5. **Enhancement of the Regional Trail Network:** The King County Regional Trail Network will be enhanced as follows:
  - A. If amendments to Snoqualmie's Urban Growth Area outside of the Joint Planning Area are approved by the Growth Management Planning Council, a term conservation easement will be granted to King County by WRECO on approximately 650 acres adjacent to the Snoqualmie Valley Trail, which will serve as a sending area for development credits.
  - B. In addition to A. above, WRECO will provide \$1,000,000 towards the construction of a trail bridge across the upper Snoqualmie River. If by June 4, 2001 Snoqualmie's Urban Growth Area is amended to include the WRECO ownership within the designated Joint Planning Area and the Snoqualmie Agreement is replaced, \$750,000 of the committed \$1,000,000 will be provided.
  - C. The County Executive, Mayor and WRECO also will seek additional state and federal funding to complete the trail bridge as well as to replace the railroad trestle connections to the Preston-Snoqualmie Trail and to Meadowbrook Farm.
  
6. **Financing of Falls Crossing:** The payments described below are recognized to provide partial mitigation for the impacts that may potentially arise for the development that may be authorized by the legislative actions noted herein. To the extent such mitigation payments are made they will reduce the respective commitments of King County and Snoqualmie to fund the Falls Crossing purchase as noted in Section III.1. This is only a preliminary sketch of a possible funding arrangement and is subject to further discussion among the parties, to be finalized by June 1, 2001.
  - A. If at closing the Snoqualmie Agreement has been replaced to authorize an increase in the maximum number of dwelling units permitted within the current boundaries of the Snoqualmie Ridge development by 268 units, WRECO will provide the remaining \$3,020,000 of funding necessary to satisfy the down payment required to close the transaction, which reduces

King County's commitment, and adequate funding to pay Buyer's standard closing costs in excess of the first \$27,500 of closing and appraisal costs.

- B. If at closing Snoqualmie's Urban Growth Area has been amended to include the WRECO ownership located within the Joint Planning Area, WRECO will agree pay to CLC as follows:
  - i. \$350,000 plus interest, to be set forth in the funding documentation, by June 30, 2003, which reduces King County's commitment.
  - ii. \$2,000,000 plus interest, to be set forth in the financing documentation, by June 30, 2005, which reduces Snoqualmie's commitment.
- C. At closing King County will provide:
  - i. \$75,000 to CLC to offset the initial earnest money payment.
  - ii. Up to \$22,500 reasonable closing and appraisal costs.
- D. At closing Snoqualmie will provide:
  - i. \$25,000 to CLC to offset the initial earnest money payment.
  - ii. Up to \$5,000 reasonable closing costs.
- E. At closing, CLC will transfer fee restricted title to Snoqualmie. King County will be provided property interests of value and time duration equal to King County's funding commitments. The conservation easement on the property will provide for a six-acre municipal campus, and will protect the natural character of the property and restrict any development of the property outside the six-acre municipal campus.
- F. If the subarea plan recommends adding WRECO lands outside the Joint Planning Area to Snoqualmie's Urban Growth Area, and if the Growth Management Planning Council approves the addition to Snoqualmie's Urban Growth Area in 2002, then upon ratification of the addition, WRECO will agree to an additional payment of \$2,000,000 plus interest to CLC, to be set forth in the financing documentation, by June 30, 2007, which reduces King County's commitment.
- G. If a development agreement is completed between Snoqualmie and WRECO for WRECO lands within the Joint Planning Area that have been added to Snoqualmie's Urban Growth Area, WRECO will agree to an additional payment to CLC of \$2,000,000 plus interest, to be set forth in the financing documentation, by June 30, 2007, which reduces King County's commitment.
- H. By June 30, 2003, Snoqualmie will provide \$1,650,000 plus interest to CLC or Puget Western, as to be set forth in the funding documentation, to complete Snoqualmie's financial commitment to the purchase.
- I. If a development agreement is completed between Snoqualmie and WRECO for WRECO lands outside the Joint Planning Area that have been added to Snoqualmie's Urban Growth Area, WRECO shall commit to a final payment of \$2,000,000 plus interest to CLC, to be set forth in the funding documentation, by June 30, 2007, to complete King County's financial commitment to the purchase.

7. This memorandum captures the enthusiastic intent of all the parties. It does not create any legally binding obligations on the part of the parties. Legally binding obligations will be created in the subsequent funding agreement as described in Section III.1.E.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2001

KING COUNTY  
By \_\_\_\_\_  
Ron Sims  
King County Executive

CITY OF SNOQUALMIE  
By \_\_\_\_\_  
R. Fuzzy Fletcher  
Mayor of Snoqualmie

CASCADE LAND  
CONSERVANCY  
By \_\_\_\_\_  
Gene Duvernoy  
Director

WEYERHAEUSER REAL  
ESTATE COMPANY  
By \_\_\_\_\_  
Thomas B. Miller  
Vice President