



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

March 24, 2003

Ordinance 14590

Proposed No. 2003-0110.2

Sponsors Edmonds and Pullen

1 AN ORDINANCE authorizing the executive to enter into
2 an interlocal agreement between King County and the city
3 of Enumclaw for transfer of the Enumclaw golf course to
4 the city; and declaring an emergency.

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BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

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SECTION 1. Findings:

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10 A. King County is facing a multi-year fiscal crisis that is forcing major cuts in all
11 non-mandated government services funded by the current expense fund and as a result
12 does not have a sufficient, stable source of revenue to continue to operate and maintain
the Enumclaw golf course.

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B. Due to its fiscal crisis, King County desires to divest itself of ownership,
management, and financial responsibility for pools, parks, open space, recreational
facilities and programs inside and near city boundaries.

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C. King County and the city of Enumclaw ("city") have agreed to terms of an
interlocal agreement for the transfer of the Enumclaw golf course.

18 D. The county and the city strongly desire to complete the transfer as soon as
19 possible so that the golf course and Enumclaw pool may transfer concomitantly. To do
20 so, this ordinance must be adopted on an emergency basis.

21 E. The recitals in the agreement set forth relevant facts supporting and explaining
22 the terms of the transfer.

23 F. The equipment and supplies being conveyed along with the golf course are
24 integral to the continued operation and maintenance of the golf course and are surplus to
25 the county's needs.

26 G. King County and the city have agreed that the transfer will take place within
27 thirty days following execution of the interlocal agreement by both parties.

28 H. Transfer of the Enumclaw golf course under the terms and conditions of the
29 agreement attached to this ordinance will serve an important county purpose by ensuring
30 that the golf course will remain open and available to all county residents.

31 SECTION 2. The King County executive is hereby authorized to enter into an
32 interlocal agreement, substantially in the form of the agreement attached to this
33 ordinance, with the city of Enumclaw relating to the transfer of the Enumclaw golf
34 course.

35 SECTION 3. For the reasons set forth in section 1 of this ordinance, the county
36 council finds as a fact and declares that an emergency exists and that this ordinance is

Ordinance 14590

37 necessary for the immediate preservation of public peace, health or safety or for the
38 support of county government and its existing public institutions.

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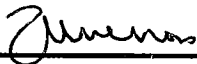
Ordinance 14590 was introduced on 3/17/2003 and passed by the Metropolitan King
County Council on 3/24/2003, by the following vote:

Yes: 12 - Ms. Sullivan, Ms. Edmonds, Mr. von Reichbauer, Ms. Lambert, Mr.
Phillips, Mr. McKenna, Mr. Constantine, Mr. Pullen, Mr. Gossett, Ms. Hague,
Mr. Irons and Ms. Patterson
No: 0
Excused: 1 - Mr. Pelz

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Cynthia Sullivan, Chair

ATTEST:


Anne Noris, Clerk of the Council

APPROVED this 4 day of April, 2003.


Ron Sims, County Executive

RECEIVED
KING COUNTY COUNCIL
MAR 24 3 51 PM '03

Attachments A. Intergovernmental Land Transfer Agreement Between King County and the City of
Enumclaw, dated March 20, 2003

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March 20, 2003

14590

**Intergovernmental Land Transfer Agreement Between
King County and the City of Enumclaw**

Relating to the Ownership, Operation and Maintenance of Parks,
Open Space, Recreation Facilities and Programs

This Agreement is made and entered into this day by and between the City of Enumclaw, hereinafter called "City", and King County, hereinafter called "County".

WHEREAS the City desires to own, operate, and maintain parks, open space, recreation facilities and programs and other municipal programs, facilities and property inside its boundaries; and

WHEREAS the County, under the authority of RCW 36.89.050, King County Resolution 34571 and other federal, state and county laws, has acquired and developed a substantial park, recreation and open space system that depends on the continued operation of its many individual properties and facilities in order to fully serve the needs of the residents of King County and the cities within it; and

WHEREAS the County desires to divest itself of ownership, management, and financial responsibility for parks, open space, recreational facilities and programs inside and near the City boundaries; and

WHEREAS the County does not have a sufficient, stable source of revenue to continue to manage and maintain its parks, open space, recreational facilities and programs at current levels; and

WHEREAS the County is legally restricted from converting many of these parks, open space, and recreational facilities from their current uses without expending funds to replace the converted facilities; and

WHEREAS given the legal restriction regarding conversion of the properties, the marketability of the properties is limited and, as a result, the cost of operating the facility is approximately equal to the value of the property to the County; and

WHEREAS to the extent the City provides scholarships, reduced fees or other means of assuring access to parks and recreational programming for City residents, the City has a goal of ensuring that such scholarships or other needs-based rates and programs are available to all persons desiring to use the park and recreational programs regardless of residency, and

WHEREAS it is in the best interest of the public that the City and the County take those actions necessary to meet those desires and to cooperate in any transition to insure a smooth transition and avoid service disruption;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and the County agree as follows:

1. Conveyance of Title

1.1. Within ninety (90) days of execution of this Agreement, King County shall convey to the City by bargain and sale deed, subject to those encumbrances identified on Exhibit C or pursuant to Paragraphs 1.7 and 2.1 of this Agreement, all its ownership interest, and/or, when possible, by assignment, any leasehold interest, shared use responsibility or water rights, in the following listed park/recreation site(s), which are described more fully in Exhibits A and B (the "Property"):

Enumclaw Golf Course

1.2 All deeds shall also contain the following specific covenants pertaining to use, which covenants shall run with the land for the benefit of the County and the County land that makes up its public park, recreation and open space system. The County and the City agree that the County shall have standing to enforce these covenants, which shall be set forth as follows:

"The City covenants that the Property shall continue to be used in perpetuity for park or recreation purposes unless other equivalent lands or facilities within the county or the city are received in exchange therefore and the replacement lands or facilities are used in perpetuity for park or recreation purposes."

"The City covenants that it shall abide by and enforce all terms, conditions and restrictions in King County Resolution 34571, attached as Exhibit D, including that the City covenants that the Property, which was funded with forward thrust bond proceeds, will continue to be used for the purposes contemplated by Resolution 34571, that the Property shall not be transferred or conveyed except by agreement providing that such lands shall continue to be used for the purposes contemplated by Resolution 34571, and that the Property shall not be converted to a different use than the park and recreation uses contemplated by Resolution 34571 unless other equivalent lands and facilities within the County or City shall be received in exchange therefore."

"The City covenants that it shall not use the Property in a manner that would cause the interest on County bonds related to the Property to no longer be exempt from federal income taxation."

"The City further covenants that it will not limit or restrict access to and use of the Property by non-city residents in any way that does not also apply to city residents. The City covenants that if differential fees for non-city residents are imposed, they will be

reasonably related to the cost borne by city taxpayers to maintain, improve or operate the Property for parks and recreation purposes.”

"The City covenants that it shall place the preceding covenants in any deed transferring the Property or a portion of the Property for public park, recreation or open space uses."

- 1.3 The City and County agree that the County shall assign to the City the County's lease of the Enumclaw Golf Course pursuant to paragraph 1.1, and that the assignment will convey all the rights and obligations of the County contained in the lease, and that the City shall assume all the rights and obligations of the County, including the covenants, contained in the lease. This assignment shall include an acceptance of the assignment fully executed by the current Lessee of the Property. If the parties are unable to obtain Lessee's acceptance, they may agree to assign the lease without such acceptance.
 - 1.4 The conveyance of the Property referenced in paragraph 1.1 is contingent on the County completing a survey of the property and obtaining a municipal subdivision to divide the Property from adjacent lands currently owned by the County.
 - 1.5 The conveyance of the Property referenced in paragraph 1.1 is contingent on the County resolving an alleged boundary line dispute concerning the Property between the County and Weyerhaeuser.
 - 1.6 As of the effective date of this Agreement, the County will set aside any income derived from the Property and will pay such income to the City within 30 days after the conveyance of the Property.
 - 1.7 In Conveying the Property by bargain and sale deed, the County shall reserve easements for all County-owned utilities currently located within the Property, and for all easements previously granted to the County that were lost through merger when the County acquired the Property. The County will notify the City of the easements it intends to reserve under this provision prior to the conveyance called for by paragraph 1.1 of this Agreement.
- 2. Existing Restrictions, Agreements, Contracts or Permits**
- 2.1 The City shall abide by and enforce all terms, conditions, reservations, restrictions and covenants of title at the time of conveyance and/or in the deed of conveyance, which encumbrances will be identified in the deed. The final identification of these encumbrances, along with the final verification of the legal description of the Property, is dependent on a review of the preliminary commitment for title insurance for the Property in conjunction with a survey of the Property that has been commissioned by the County. The County will notify the City of the final list of encumbrances and the final legal description under this provision prior to the conveyance called for by paragraph 1.1 of this Agreement.

2.2 The City and the County acknowledge and agree that the Property may be currently subject to special use permits. Effective as of the date the Property is conveyed to the City, the County hereby assigns, transfers and conveys to the City all of the County's rights, privileges and obligations any such special use permits, and the City hereby accepts and assumes all of the County's rights, privileges and obligations in such permits. The County will notify the City of any such permits that are subject to this provision prior to the conveyance called for by paragraph 1.1 of this Agreement

3. Urban Growth Boundary

3.1 The King County Executive's proposed 2004 Comprehensive Land Use Plan Amendments will include a proposal to modify the City's urban growth boundary so that it will encompass the golf course property in a manner that will enable the City at its discretion to annex the Property into its municipal boundary.

4. Condition of Premises and Responsibility for Operations, Maintenance, Repairs, Improvements, and Recreation Services

4.1 The City has inspected and knows the condition of the Property and agrees to accept the Property in AS IS condition, and to assume full and complete responsibility for all operations, maintenance, repairs, improvements of, and provision of recreational services at, the Property.

4.2 King County does not make and specifically disclaims any warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose, with respect to the Property, and no official, employee, representative or agent of King County is authorized otherwise.

4.3 The City acknowledges and agrees that except as indicated in paragraph 5.2, the County shall have no liability for, and that the City shall release and have no recourse against the County for, any defect or deficiency of any kind whatsoever in the Property without regard to whether such defect or deficiency was known or discoverable by the City or the County.

5. Environmental Liability

5.1 "Hazardous Materials" as used herein shall mean any hazardous, dangerous or toxic wastes, materials, or substances as defined in state or federal statutes or regulations as currently adopted or hereafter amended.

5.2 Nothing in this agreement shall be deemed to waive any statutory claim for contribution that the City might have against the County under federal or state environmental statutes that arises from hazardous materials deposited or released on the Property by the County during the County's period of ownership. The City may not, however, assert such a claim to the extent that the City creates the need for or exacerbates the cost of

remediation upon which a statutory claim for contribution is based as a result of the City performing construction activities on the Property, changing the configuration of the Property, or changing the use of the Property.

- 5.3 If the City discovers the presence of hazardous materials at levels that could give rise to a statutory claim for contribution against the County it shall immediately notify the County in writing. Such notice shall in no event be provided more than 10 days after discovery. The parties shall make their best efforts to reach agreement as to which party is responsible for remediation under the terms of this Agreement prior to undertaking any remediation.
- 5.4 In no event shall the County be responsible for any costs of remediation that exceed the minimum necessary to satisfy the state or federal agency with jurisdiction over the remediation.

6. Indemnification and Hold Harmless

- 6.1 King County shall indemnify and hold harmless the City and its elected officials, officers, agents or employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, (i) which are caused by or result from a negligent action or omission of King County, its officers, agents and employees in performing its obligations pursuant to this Agreement, and/or (ii) arising from those occurrences related to the Property that occurred prior to the effective date of conveyance of the Property to the City, except to the extent that indemnifying or holding the City harmless would be limited by Section 5 of this Agreement. In the event that any suit based upon such a claim, action, loss or damage is brought against the City or the City and King County, King County shall defend the same at its sole cost and expense and, if final judgment be rendered against the City and its elected officials, officers, agents and employees or jointly against the City and King County and their respective elected officials, officers, agents and employees, King County shall satisfy the same.
- 6.2 In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, rule or regulation is at issue, the City shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City, the County or both, the City shall satisfy the same, including all chargeable costs and attorney's fees.
- 6.3 The City shall indemnify and hold harmless King County and its elected officials, officers, agents and employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, (i) which are caused by or result from a negligent act or omission of the City, its officers,

agents and employees in performing obligations pursuant to this Agreement, and/or (ii) arising from those occurrences related to the Property that occurred on or after the effective date of conveyance of the Property to the City, except to the extent that indemnifying or holding the County harmless would be limited by Section 5 of this Agreement. In the event that any suit based upon such a claim, action, loss or damage is brought against King County or King County and the City, the City shall defend the same at its sole cost and expense and, if final judgment be rendered against King County and its officers, agents and employees or jointly against King County and the City and their respective officers, agents and employees, the City shall satisfy the same.

6.4 Each Party to this Agreement shall immediately notify the other of any and all claims, actions, losses or damages that arise or are brought against that Party relating to or pertaining to the Property.

6.5 Each party agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by or on behalf of any employees, or agents. For this purpose, each party, by mutual negotiation, hereby waives, with respect to the other party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW, but only to the extent necessary to indemnify the other party.

7. Audits and Inspections

7.1 Until December 31, 2009, any of either party's records related to any matters covered by this Intergovernmental Agreement not otherwise privileged shall be subject to inspection, review, and/or audit by either party at the requesting party's sole expense. Such records shall be made available for inspection during regular business hours within a reasonable time of the request.

8. Waiver and Amendments

8.1 Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition shall be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

9. Entire Agreement and Modifications

9.1 This Intergovernmental Agreement and its Exhibits sets forth the entire agreement between the parties with respect to the subject matter hereof. It may be supplemented by addenda or amendments, which have been agreed upon by both parties in writing. Copies of such addenda and amendments shall be attached hereto and by this reference made part of this contract as though fully set forth herein.

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10. Duration and Authority

10.1 This agreement shall be effective upon signature and authorization by both parties. The terms, covenants, representations and warranties contained herein shall not merge in the deed of conveyance, but shall survive the conveyance and shall continue in force unless both parties mutually consent in writing to termination.

11. Notice

11.1 Any notice provided for herein shall be sent to the respective parties at:

King County:

City:

**Bob Burns
Acting Manager, Parks and Recreation
Division, DNRP
Rm 700, King Street Center
201 S. Jackson Street
Seattle, WA 98104**

**John Keates
Parks and Cultural Services Director
1339 Griffin Ave.
Enumclaw, WA. 98022**

IN WITNESS WHEREOF, the parties have executed this Agreement.

King County

City of _____

King County Executive

Mayor

Date

Date

Approved as to Form:

Approved as to Form:

King County
Deputy Prosecuting Attorney

City Attorney

Date

Date

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STATE OF WASHINGTON)
) SS
COUNTY OF KING)

On this _____ day of _____, 2002, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared, to me known to be the individual described in and who executed the forgoing instrument, and acknowledged to me that _____ signed and sealed the said instrument as _____ free and voluntary act and deed for the uses and purposed therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Notary Public in and for the
State of Washington, residing

at _____
City and State

My appointment expires _____

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

On this _____ day of _____, 2002, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared, to me known to be the individual described in and who executed the forgoing instrument, and acknowledged to me that _____ signed and sealed the said instrument as _____ free and voluntary act and deed for the uses and purposed therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Notary Public in and for the
State of Washington, residing

at _____
City and State

My appointment expires _____

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EXHIBIT A
King County Parks Transferring to the City of Enumclaw

Name of park

Amenities/facilities

Enumclaw Golf Course

18 hole golf course, clubhouse and caretaker's residence, maintenance building, irrigation system, water rights and any and all equipment purchased by or for the County during any and all of the lease agreements.

EXHIBIT B**Legal Description**PARCEL A

NE 1/4 of Section 30, Township 20 North, Range 7 East, W.M.; EXCEPT That portion thereof lying Nly and Nly of the following described line; and EXCEPT that portion thereof lying with State Highway No. 5; and EXCEPT 288th Ave. S.E., and the Ely and Sly extensions of Otto Bruhn Road (County Road No. 662);

Beginning at the SW corner of the NE 1/4 of Section 30, Township 20 North, Range 7 East, W.M.; thence East along the South line of said NE 1/4 1035 feet; thence North 24°43'00" East 337.33 feet; thence North 00°06" East 365 feet to the South line of the North 664 feet of the SW 1/4 of the NE 1/4 of said Section 30; thence East 200 feet to the centerline of Boise Creek; thence NEly along the centerline of Boise Creek 500 feet to a point on the South line of the North 264 feet of the South 1/2 of the NE 1/4 of said Section 30; thence West along the South line of the North 264 feet of the said South 1/2 of the NE 1/4 of said Section 30 for a distance of 590 feet to a point 142 feet West of the East line of the SW 1/4 of the NE 1/4 of said Section 30; thence North 210 feet; thence East 92 feet; thence North parallel to the East line of the NW 1/4 of the NE 1/4 of said Section 30 for a distance of 546.78 feet; thence along a curve to the left having a radius of 332.35 feet an arc length of 117.98 feet through an angle of 20°20'22"; thence North 20°20'22" West 236.76 feet; thence along a curve to the left having a radius of 651.26 feet; an arc length of 159.20 feet through an angle of 14°00'22"; thence North 34°20'36" West 272.95 feet to the Sly margin of State Highway No. 5.

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PARCEL B

The North 1/2 of the SE 1/4 of Section 30, Township 20 North, Range 7 East, W.M.; and the North 1/2 of the SW 1/4 of the SE 1/4 of said Section 30, Township 20 North, Range 7 East, W.M., EXCEPT that portion thereof lying within the Ely and Sly extension of the Otto Bruhn Road (County Road No. 662); and EXCEPT (County Road No. 220) 284th Ave. S.E.; and EXCEPT that portion of the North 1/2 of the SW 1/4 of the SE 1/4 of said Section 30 described as follows:

Beginning at the SW corner of said North 1/2 of the SW 1/4 of said Section 30; thence North 01°27'00" West 33 feet; thence North 89°15'32" East 431.36 feet; thence South 5.4 feet; thence South 88°55'03" East 252.5 feet to the East line of the West 684 feet of said SW 1/4 of the SE 1/4; thence South 01°27'00" East along said East line 14 feet to a point on the South line of the said North 1/2 of the SW 1/4 of the SE 1/4 which bears North 89°40'50" East from the point of Beginning; thence South 89°40'50" West 684 feet to the point of beginning.

PARCEL C

That portion of the NW 1/4 of Section 29, Township 20 North, Range 7 East, W.M., described as follows:

Beginning on the West line of the NW 1/4 of Section 29, Township 20, Range 7 East, W.M.; 358.5 feet South of the NW corner thereof; thence South along the West line of said NW 1/4 for a distance of 1413.0 feet; thence East 330 feet; thence North 330 feet; thence East 660 feet; thence North 925 feet to the Sly margin of State Highway No. 5; thence NWly along said Sly margin of State Highway No. 5 for a distance of 400 feet; thence South 37°51'00" West 150 feet; thence NWly along a curve with a radius of 1232.5 feet which is concentric with the centerline of said Highway 615 feet to the point of beginning.

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EXHIBIT C

Permitted Exceptions/Title Report

Those general and special exceptions listed on Chicago Title Insurance Company Commitment for Title Insurance No. 1043183 dated September 4, 2002.

EXHIBIT D
Resolution 34571 - Forward Thrust Resolution

KING COUNTY, WASHINGTON

RESOLUTION NO. 34571

A RESOLUTION of the Board of County Commissioners of King County, Washington, providing for the submission to the qualified electors of the county at a special election to be held therein on February 13, 1968, of a proposition authorizing the county to issue its general obligation bonds in the principal amount of not to exceed \$118,000,000 for the purpose of providing funds to pay the cost of acquisition and development of public park and recreation facilities in the county.

WHEREAS, existing public park and recreation facilities within King County are not adequate for the present needs of its residents, and anticipated population growth, increased population density and increased urban development within the County will create substantial additional needs for park and recreation facilities in the immediate future; and

WHEREAS, modern roads, highways and transportation systems make public park and recreation facilities within King County accessible to all residents of the County, whether such facilities are located partly or wholly within or without the cities and towns of the County, and such facilities provide opportunities for public recreation, aesthetic enjoyment, education and resource preservation for all of the residents of the County; and

WHEREAS, the Board of County Commissioners has prepared a plan for the financing, acquisition,

development and improvement in conjunction with other governmental agencies, over a period of approximately twelve years, of public park and recreation facilities within King County which, together with existing facilities, will provide a public park and recreation system available to and for the general benefit of all the residents of the County; and

WHEREAS, to provide funds for such purpose it is necessary and advisable that the County issue its general obligation bonds in the principal amount of not to exceed \$118,000,000; and

WHEREAS, the constitution and laws of the State of Washington require that the question of whether or not the County may issue such bonds for such purpose be submitted to the qualified electors of the County for their ratification or rejection;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of King County, Washington, as follows:

Section 1. This Board hereby finds and declares that it is necessary for the public welfare and benefit of the residents of the County that it carry out the plan hereinafter provided.

Section 2. As used in this resolution the words hereinafter defined shall have the meanings set forth in this section:

(a) The word "County" shall mean King County, Washington.

(b) The words "City" and "Cities" shall mean any and all cities and towns within the County.

(c) The words "Governmental Agency" or "Agency" shall mean the State of Washington or any agency, subdivision, taxing district, or municipal corporation thereof, including any county, city or town.

(d) The word "Board" shall mean the Board of County Commissioners of King County.

(e) The words "Public Park and Recreation Facilities" shall mean any land, interest in land and facilities thereon within the County set aside for public park, recreational, green belt, arboretum, historic, scenic, viewpoint, aesthetic, ornamental or natural resource preservation purposes.

(f) The words "Legislative Authority" shall mean the mayor and city council of any city or the equivalent governing body of a city or other Governmental Agency.

(g) The word "Plan" shall mean the plan for acquisition, development and improvement of Public Park and Recreation Facilities set forth in this resolution.

(h) The word "Project" shall mean a specific Public Park and Recreation Facility separately itemized and numbered as a part of the Plan.

(i) The words "Bond" or "Bonds" shall mean any or all of the general obligation bonds of the County issued pursuant to this resolution or any series of such bonds.

Section 3. Subject to the provisions of this resolution, the following described plan for the acquisition, construction, development and improvement of Public Park and Recreation Facilities generally described in this Section is hereby adopted and shall be carried out by the designated Governmental Agency respectively set forth for each Project. The heading of each Project shall be regarded as part of the general description of such Project. No Project shall be limited solely to the Public Park and Recreation Facilities listed in such general description and if funds are available

additional facilities may be acquired, or developed.

The cost estimates set forth are approximate only.

- A. Regional Parks \$ 9,025,000
- (1) Fort Lawton \$ 3,000,000
- Acquisition of as many acres of tidelands, bluff sides and uplands of the Fort Lawton Military Reservation as may be released by the United States for acquisition by the City of Seattle within the limits of this amount and other funds which may become available therefor. (City of Seattle)
- (2) Coal Creek \$1,100,000
- Acquisition of approximately 300 acres in Coal Creek Valley, east of Highway 405, south of Somerset and southeast of Cougar Mountain. (King County)
- (3) North Soos Creek \$1,100,000
- Acquisition of approximately 350 acres north of Soos Creek Gorge and east of Kent and Auburn. (King County)
- (4) Sammamish Valley \$3,000,000
- Acquisition of approximately 450 acres, including river bank easements, in the Sammamish River Valley between Marymoor Park and Bothell. (King County)
- (5) Cedar River \$ 825,000
- Acquisition of approximately 250 acres in the Cedar River Valley as several separate park sites between Renton and Maple Valley with river bank access and river bank easements. (King County)
- B. Major Urban Parks \$ 8,978,000
- (1) Weona Beach \$ 385,000
- Acquisition of approximately 80 acres immediately east of Lake Hills community overlooking Lake Sammamish. (King County)
- (2) Steel Lake \$ 196,000
- Acquisition of approximately 48 acres in the vicinity of the existing county park at Steel Lake. (King County)

- (3) Five-Mile Lake \$ 543,000.
 Acquisition of approximately 105 acres to add additional acreage to the existing county park at Five-Mile Lake. (King County)
- (4) Big Finn Hill \$ 249,000
 Acquisition of approximately 60 acres on the east side of Lake Washington near Denny Park. (King County)
- (5) Earlington \$ 374,000
 Acquisition of approximately 90 acres of either sloping lands south of Empire Way overlooking the Green River Valley, and/or riverfront in the vicinity of the Foster Golf Course. (King County)
- (6) May Creek \$ 615,000
 Acquisition of approximately 145 acres along May Creek Valley. (King County)
- (7) Cougar Mountain \$ 405,000
 Acquisition and preliminary development of approximately 25 acres of park and view site on the north summit of Cougar Mountain together with necessary access road facilities. (King County)
- (8) East Green River \$ 711,000
 Acquisition and preliminary development of approximately 75 acres in approximately four park sites along the Green River in the valley east of Auburn with river bank access and river bank easements. (King County)
- (9) North Green River \$ 553,000
 Acquisition of approximately 100 acres along Green River north of Isaac Evans County Park. (King County)
- (10) Des Moines \$ 550,000
 Acquisition of approximately 135 acres in the valley from the south end of Seattle-Tacoma Airport, in a southwesterly direction to the vicinity of Des Moines. (King County)
- (11) Lincoln Park \$ 345,000
 Improvements to Colman pool, picnic areas, paths and construction of new restroom and small service building, and other improvements. (City of Seattle)

- (12) Seward Park \$ 300,000
 Construction of new north end loop road, new picnic area, bicycle perimeter path, and rehabilitation of south auto parking area and sewer system and other improvements. (City of Seattle)
- (13) Carkeek Park \$ 230,000
 Development of new picnic area, path and roadway extensions, restroom and irrigation system, plus acquisition to provide access from southeast, and other improvements. (City of Seattle)
- (14) Volunteer Park \$ 419,000
 Development of new wading pool, service building, restroom, water system; completion of pathway surfacing and replacement of boulevard lighting; and other improvements. (City of Seattle)
- (15) Woodland Park \$ 270,000
 Allocation includes improvements to picnic area, parking, paths and restrooms; replacement of irrigation systems and other improvements. (City of Seattle)
- (16) Golden Garden Park \$ 250,000
 Development of new picnic area and parking north of boathouse, fencing, additional boat ramp parking, and other improvements, plus acquisition of approximately 10 acres of adjacent tidelands. (City of Seattle)
- (17) Green Lake Park \$ 558,000
 Completion of perimeter walkway, shorewall erosion protection, and construction of new concession building and new complete boathouse and sailing facility and other improvements. (City of Seattle)
- (18) West Seattle Reservoir Park \$ 275,000
 Development of picnic areas, restrooms and irrigation system, and similar improvements. (City of Seattle)
- (19) Lake Union Park \$1,750,000
 Completion of acquisition by contract and development of approximately 20.5 acres at site of Gas Company on north head of Lake. (City of Seattle)

- C. New Community Parks \$ 3,171,00
- (1) Federal Way Park \$ 443,000
 Acquisition and development of 31 acres near South 353rd Street immediately east of Interstate Highway 5. (King County)
- (2) Redondo Community Park \$ 165,000
 Acquisition and preliminary development of approximately 18 acres now owned by the County Engineering Department near property now held by Federal Way School District for a junior high school site. (King County)
- (3) Shoreline-South Central Site \$ 469,000
 Acquisition and development of approximately 22 acres near freeway in the vicinity of North 155th Street. (King County)
- (4) East Norway Hill \$ 88,000
 Acquisition of approximately 24 acres of state-owned land. (King County)
- (5) Kenmore \$ 248,000
 Acquisition and development of approximately 15 acres north of Bothell Highway. (King County)
- (6) Airport \$ 97,000
 Acquisition of approximately 25 acres west of airport near Des Moines Way. (King County)
- (7) McAleer Creek \$ 346,000
 Acquisition and development of approximately 43 acres along McAleer Creek Valley in Shoreline District. (King County)
- (8) Lake Boren \$ 77,000
 Acquisition of approximately 20 acres near the Lake. (King County)
- (9) Lake Sammamish Bulge Park \$ 77,000
 Acquisition of approximately 20 acres in ravine near Redmond. (King County)
- (10) Shoreline-North Central Site \$ 645,000
 Acquisition and development of approximately 25 acres between Highway 99 and Interstate Highway 5. (King County)

(11) Maplewood Heights \$ 113,000
 Acquisition of approximately 20 acres on plateau east of Renton and south of 128th Avenue S. E. (King County)

(12) North Meridian \$ 193,000
 Acquisition of approximately 30 acres of state land, north of Lake Meridian and west of Soos Creek, on southwest corner of S.E. 224th and 132nd Avenue S.E. (King County)

(13) Lea Hill \$ 165,000
 Acquisition of approximately 20 acres on plateau east of Auburn and north of Green River Community College. (King County)

(14) Lake Forest Community Park \$ 45,000
 Partial acquisition and development of 8 acre park site (former Nike site). (City of Lake Forest Park)

D. Improvements to Existing County Parks \$2,906,000
 (All King County)

(1)	Agren Park	\$ 62,500
(2)	Angle Lake Park	45,600
(3)	Bellevue Highlands Park	61,000
(4)	Boulevard Lane Park	78,500
(5)	Chelsea Park	21,750
(6)	Des Moines Park	98,500
(7)	Dockton Park	92,000
(8)	Eastgate Park	57,000
(9)	Enumclaw Park	157,500
(10)	Five-Mile Lake Park	171,000
(11)	Hamlin Park	107,000
(12)	Juanita Park	296,500
(13)	Kenmore Park	71,000
(14)	Lake Hills Park	98,500
(15)	Lakewood Park	133,500
(16)	Lake Wilderness Park	232,150
(17)	Marymoor Park	322,500
(18)	Moshier Park	39,400
(19)	Pine Lake Park	38,000
(20)	Richmond Beach Park	95,200
(21)	Seahurst Park	272,700
(22)	Si View Park	62,400
(23)	Skyway Park	119,300
(24)	Sunset Park	43,500
(25)	Valley Ridge Park	64,000
(26)	White Center Park	65,000

E. Local and Neighborhood Parks \$20,371,0

(1) Local Parks in Seattle \$2,979,000

Acquisition and development of at least five new sites or site expansions totaling approximately 30 acres, and improvement to nine or more existing parks. Parks designated for acquisition, expansion or development include: Central Area, Yesler-Atlantic, Genesee Area, Northacres, Licton Springs, Dearborn, Hamlin, Cowen, Mt. Baker, Rocks Hill, Sacajawea, Matthews Beach. (City of Seattle)

(2) Small Parks and Recreation Areas in Seattle \$9,437,000

Acquisition and development of approximately 50 sites varying from city lot to several acres and averaging 1/3 acre located throughout the city in commercial areas and densely populated residential areas such as the First Hill and the Yesler neighborhoods. (City of Seattle)

(3) Local and Neighborhood Parks and Recreation Facilities in Other Cities \$2,300,000

The following dollar allocations to be used by the legislative body of each city pursuant to this resolution for the acquisition or development, or both, of new or existing Park and Recreational Facilities; each allocation shall be deemed to be a Project:
(Respective Cities Listed)

Algona	\$ 19,737
Auburn	262,328
Beaux Arts	5,755
Bellevue	337,656
Black Diamond	15,870
Bothell	62,957
Carnation	6,165
Clyde Hill	43,573
Des Moines	56,250
Duvall	4,907
Enumclaw	60,241
Houghton	55,713
Hunts Point	8,303
Issaquah	54,117
Kent	215,010
Kirkland	115,110
Lake Forest Park	29,913
Medina	50,201
Mercer Island City	265,904

Normandy Park	\$	59,397
North Bend		17,516
Pacific		27,903
Redmond		98,822
Renton		354,000
Skykomish		3,602
Snoqualmie		16,959
Tukwila		35,669
Yarrow Point		16,422

(4) Local and Neighborhood Parks in Presently Unincorporated Areas \$5,655,000

Acquisition and development of approximately 80 neighborhood park sites averaging 7 acres each distributed within school district boundary areas approximately as follows: (King County)

<u>Area</u>	<u>Approx. No. of Sites</u>
A Highline	20
B Shoreline	12
C Bellevue	8
D Renton	7
E Kent	6
F Federal Way	8
G Issaquah	2
H Northshore	3
I Auburn	2
J South Central	2
K Lake Washington	4
L Tahoma	2
M Enumclaw	1
N Snoqualmie Valley	1
O Vashon Island	1

F. Puget Sound Waterfront Parks and Beaches \$13,780,000

(1) Elliott Bay Park and Magnolia Tidelands \$1,454,000

Acquisition and preliminary development of approximately 170 acres along Elliott Bay waterfront in Bay Street area and north of Pier 91 around Magnolia Bluff. (City of Seattle)

(2) Duwamish Head Park \$1,108,000

Acquisition and development of approximately 8 acres of waterfront north and south of existing Don Armeni Ramp. (City of Seattle)

(3) Seacrest Marina \$ 609,000

Acquisition only of waterfront southward from the Don Armeni area. (City of Seattle)

- (4) Schwitz Waterfront Expansion \$ 518,000
 Acquisition and development of approximately 8 acres of waterfront area between Alki Point and Lincoln Park. (City of Seattle)
- (5) Central Waterfront Park \$5,000,000
 Acquisition and development of approximately 15 acres of public Park and Recreation Facilities in the area of Piers 50 through 63, including necessary expenditures for harbor breakwater, all in conjunction with adjacent public or private commercial uses.
 (City of Seattle)
- A (6) Seahurst Park Addition \$1,250,000
 Acquisition of approximately 1,600 feet of waterfront and development of necessary access road facilities. (King County)
- B (7) Richmond Beach Addition \$ 110,000
 Acquisition of approximately 1,200 feet of beach. (King County)
- C (8) Dumas Bay \$ 328,000
 Acquisition and development of approximately 16 acres including approximately 300 feet of tidelands. (King County)
- D (9) Redondo Beach \$ 566,000
 Acquisition and development of approximately 20 acres of tidelands and backup land. (King County)
- E (10) North Des Moines Beach \$ 825,000
 Acquisition of approximately 22 acres including approximately 400 feet of beach. (King County)
- F (11) Normandy Beach \$ 497,000
 Acquisition and development of approximately 28 acres including approximately 1100 feet of beach. (King County)
- G (12) Lakota Beach \$ 506,000
 Acquisition of approximately 50 acres. (King County)
- H (13) Burton Park Addition \$ 382,000
 Acquisition of approximately 5 acres including approximately 850 feet of beach. (King County)

(14) East Central Vashon Island \$ 429,000
Acquisition of approximately 67 acres including approximately 1400 feet of beach.
(King County)

(15) Northeast Vashon Island \$ 198,000
Acquisition of approximately 41 acres including approximately 2000 feet of beach.
(King County)

G. Lake Waterfront Parks and Beaches \$5,541,000

A (1) Luther Burbank \$1,503,000

Acquisition and development of approximately 55 acres including approximately 3000 feet of waterfront.
(King County)

(2) East Central Lake Washington \$ 618,000

Acquisition and development of approximately 15 acres including approximately 800 feet of beach.
(City of Bellevue)

(3) Southeast Lake Washington \$ 412,000

Acquisition and development of approximately 9 acres including approximately 700 feet of beach.
(City of Renton)

(4) Shoreline Community Beach \$ 260,000

Acquisition and development of approximately 3 acres including approximately 300 feet of beach.
(King County)

(5) Northeast Lake Washington \$ 278,000

Acquisition of approximately 3 acres including approximately 400 feet of beach.
(King County)

(6) South Central West Lake Sammamish \$ 470,000

Acquisition and development of approximately 18.5 acres including approximately 500 feet of beach.
(King County)

(7) East Central Lake Sammamish \$ 430,000

Acquisition and development of approximately 10 acres including approximately 1200 feet of beach.
(King County)

(8) North Central West Lake Sammamish \$ 532,000

Acquisition and development of approximately 10 acres including approximately 500 feet of beach.
(King County)

- (9) Lake Meridian \$ 917,000
 Acquisition and development of approximately 130 acres including approximately 1400 feet of beach. (King County)
- (10) Lake Fenwick \$ 121,000
 Acquisition of approximately 26 acres. (City of Kent)
- H. Playgrounds, Playfields and Fieldhouses \$16,700,000
- (1) Playgrounds \$6,193,000
 Acquisition and development of approximately 40 acres on 10 new sites, plus expansion and development of several existing playgrounds. Designated for new acquisition and development are playgrounds in the Leschi Park, North Greenwood, Dunlop Heights, T.T. Minor, Victory Heights, West Queen Anne, Meridian, Bryant, Brighton, and Gatewood areas. Development and improvements include fencing, structures, irrigation and play equipment. (City of Seattle)
- (2) Playfields \$7,731,000
 Acquisition and development of approximately 60 acres on approximate 8 new sites plus improvements to existing sites. New playfields shall be provided in the Wallingford, West Queen Anne, University, Central West Seattle, Rainier Beach, Beacon Hill, Central Area and Miller neighborhood areas. This Project also includes improvements to Lower Woodland, Montlake, Meadowbrook, Queen Anne Bowl, and other playfields. (City of Seattle)
- (3) Fieldhouses \$2,726,000
 Construction of four new indoor recreation centers and improvements to several existing centers. New centers designated for construction are Southeast, Southwest, Central West Seattle and Eckstein. Magnolia, Jefferson, Green Lake, Delridge, Van Assalt, and Montlake will be enlarged and modernized. Improvements to several other existing indoor recreation centers will be made. (City of Seattle)

I. Recreation Facilities \$18,735,000

(1) O. O. Denny Youth Camp
Improvements \$ 255,000

Enlargement of existing buildings and construction of additional cabins, rest-rooms and activity hall, and other camp improvements. (City of Seattle)

(2) Camp Long Improvements \$ 150,000

Enlargement of headhouse and construction of cabins and surface parking areas, and other camp improvements. (City of Seattle)

(3) New Youth Camp in County \$ 465,000

Development of new overnight facilities on publicly owned site in King County. (City of Seattle)

(4) South Area Park and
Athletic Field \$3,599,000

Acquisition and development of approximately 70 acres for park and recreational activities including major athletic fields along the Green River north of the Tukwila interchange of the Interstate 5 freeway. (King County)

(5) West Seattle Stadium \$ 440,000

Replacement of north grandstand and rehabilitation of stadium and field facilities. (City of Seattle)

(6) Tennis Courts \$ 890,000

Development of approximately 30 courts in Seattle including one city-wide tennis center. (City of Seattle)

(7) Swimming Pools (Seattle) \$4,425,000

Construction of approximately seven public swimming pools in Seattle to be located at or near Garfield, Ballard, Ingraham, Rainier Beach, Sealth, Nathan Hale and Queen Anne High Schools. (City of Seattle)

(8) Swimming Pools
(Outside Seattle) \$5,672,000

Construction of approximately eight public swimming pools to be located at or near senior high schools or in multi-purpose community centers. (King County)

- (9) Floodlighting for
Fields and Courts \$ 752,000
New light systems for approximately 22
playfields and playgrounds throughout
Seattle. (City of Seattle)
- (10) Lawn Bowling Facilities \$ 35,000.
Development of a lawn bowling center and
service building at Jefferson Park.
(City of Seattle)
- (11) Sportsmen's Facilities \$ 311,000
Development of casting and fishing piers,
shooting, trap-shooting, skeet shooting
and archery ranges, junior boating and
other related outdoor activity facilities.
(City of Seattle)
- (12) Mount Baker Sailing
and Rowing Center \$ 350,000
Development of a center on Lake Washington
shore for rowing and sailing instruction
and competition. (City of Seattle)
- (13) Enumclaw Golf Course \$ 221,000
Acquisition of approximately 60 acres to
expand existing Golf Course. (King County)
- (14) West Seattle Golf Course \$ 670,000
Acquisition and preliminary development
of 9 holes as addition to existing 18-hole
course. (City of Seattle)
- (15) Golf Course Improvements \$ 500,000
Improvements to existing public courses
including Jackson Park, Jefferson and
West Seattle. (City of Seattle)
- J. Walking Paths and Trails \$1,271,000
- (1) Acquisition and development of
walking paths and trails in
Seattle. \$ 371,000
(City of Seattle)
- (2) Acquisition and development of
walking paths and trails out-
side Seattle and within and
without the other Cities of the
County as the Board may determine
with approval of each directly
affected City. \$ 900,000
(King County)

K. Greenbelts and Scenic Drives \$ 7,653,000

(1) Scenic Highway Development \$4,000,000

Acquisition of land and easements adjacent to highway right of way, along scenic highways to be designated by a King County scenic highway system plan, to preserve natural and scenic values; acquisition and development of approximately 12 scenic sites for vistas, rest stops, picnicking, etc. (King County)

(2) Greenbelts \$ 998,000

Acquisition of approximately 200 acres of greenbelt and buffer strips on hill-sides and other undeveloped areas in Seattle according to city comprehensive plan. (City of Seattle)

(3) Seattle Boulevard and Shoreline Improvements \$ 855,000

Rehabilitation, landscaping, reclamation and development of Seattle Park Department owned shoreline and boulevards. (City of Seattle)

(4) Puget Sound Boulevard, Shoreline and Marine View Improvements \$1,800,000

Landscaping improvements and construction of approximately 10 view points along the Marine View Scenic Drive between Alki Beach Park and Dash Point State Park. (King County)

L. Special Facilities \$ 9,869,000

(1) Woodland Park Zoo Development \$4,499,000

Development of Children's Zoo, Nocturnal Mammal House, Pachyderm House and Ante-lope Complex, Penguin and Sea Otter Exhibit, Commissary, Primate House, Free-Flight Bird Cage, and Wading Bird Exhibit and other improvements in accordance with comprehensive plan for zoo. (City of Seattle)

(2) Public Viewing Aquarium \$3,000,000

Construction and development of public viewing and recreational marine life aquarium on existing or future park site on Puget Sound. (City of Seattle)

(3) Seola Beach
Boat Launching Ramos \$ 657,000
Acquisition and development of approxi-
mately 4 acres including approximately
200 feet of beach. (King County)

(4) Seahurst Park Boat
Launching Ramps \$ 166,000
Development of two ramps at the extreme
south end of park, to include dredging for
boat access, placement of extensive riprap
and construction of parking facilities.
(King County)

(5) 20th Avenue Southwest
Boat Launching Ramps \$ 394,000
Acquisition and development of approxi-
mately 4 acres including approximately
250 feet of beach. (King County)

(6) Seattle Moorages
and Ramps \$ 653,000
Development of new ramps at former Sand
Point Yacht Club site, extension of North
Leschi sailboat moorage, replacement of
South Leschi sailboat moorage and
rehabilitation of existing moorages and
ramps within Seattle, including paving
at parking area at Atlantic City ramp
and modernization of Lakewood Moorage.
(City of Seattle)

(7) Service Shops
and Yards \$ 500,000
Development of service and maintenance
facilities for Seattle Park Department.
(City of Seattle)

Section 4. The Public Park and Recreation

Facilities described in Section 3 above shall be acquired, constructed, developed or improved in stages over a period of approximately twelve years. The acquisition, construction, development and improvement of each Project shall, to the extent permitted by law and this resolution, be accomplished by the Governmental Agency designated in brackets after each such Project in said Section 3. As hereinafter provided, it is contemplated that general obligation bonds

of the County shall be issued in series over the development period to carry out the Plan and the proceeds of each series of bonds shall be allocated in accordance with the schedule set forth in Section 11 of this resolution. The Legislative Authority of the Governmental Agency to which any portion of the proceeds of such bonds shall have been duly and lawfully allocated shall determine the time and order of acquisition or development of the Projects which such Agency shall be authorized to accomplish pursuant to this resolution. No City shall be authorized to accomplish any Project or Projects with the proceeds of bonds issued pursuant to this resolution unless the Legislative Authority of such City shall have first entered into an agreement with the Board substantially in the form of Exhibit A attached hereto and by this reference made a part hereof providing that such proceeds shall be held in trust and faithfully applied to the purposes authorized by this resolution and that such Project or Projects shall be operated and maintained by such City and made available for use by any resident of the County. In the event that any City shall fail to enter into such an agreement within such reasonable time as the Board may determine after reasonable notice that Bond proceeds have become available for such City, the Board, with the approval of such City, may carry out such Project, or the Board may apply such funds as provided in Section 6.

The County shall accomplish the acquisition, construction, development or improvement of Projects for which such responsibility has been specifically assigned to the County in Section 3 of this resolution whether the lands to be acquired or developed are now or shall hereafter be incorporated in whole or in part within any City, unless

an appropriate agreement shall have been entered into between the Board and the Legislative Authority of such City providing that the City shall carry out such responsibilities.

The Board shall not expend the portion of Bond proceeds allocated to the County for the acquisition or development of the particular Public Park and Recreation Facilities to be acquired or developed in connection with scenic drives until the Board shall have prepared and adopted a long range plan for a system of scenic drives for the County and any such facilities located within any City shall be approved by the Legislative Authority of such City prior to acquisition or development by the County.

Section 5. It is a part of this Plan that the Legislative Authority of the Agency duly and lawfully authorized to acquire or develop Public Park and Recreation Facilities with the proceeds of Bonds shall, consistent with the purposes and provisions of this resolution, determine the exact location and extent of lands and interests in land to be acquired and approve the plans and specifications for construction of structures or other developmental work or improvements to be performed.

Costs of engineering, architectural, planning, financial, legal and other services lawfully incurred incident to the acquisition and development of any Public Park and Recreation Facilities by any Governmental Agency duly and lawfully authorized to acquire or develop such facilities shall be appropriate costs to be paid from the proceeds of the Bonds.

The costs set forth for each Project in Section 3 are estimates only. It is contemplated that actual costs

may be more or less than the amount estimated for any Project and the Legislative Authority of the Governmental Agency to which any portion of the proceeds of Bonds shall be duly delivered pursuant to the allocation made in this resolution shall determine the application of such moneys as between Projects so as to accomplish; as nearly as may be, all Projects which such Agency shall be authorized to accomplish pursuant to this resolution.

If the Legislative Authority of any Agency shall determine that it has become impractical to substantially accomplish any Project by reason of prior incompatible development, cost substantially in excess of the amount of bond proceeds estimated to be applied thereto, prior acquisition by a superior governmental authority or other changed conditions such Agency shall not be required to accomplish such Project and may apply such funds as provided in Section 6.

Section 6. Supplemental or matching funds from federal, state or local public or private sources may become available to pay a portion of the cost of one or more Projects or to supplement or enlarge such Projects. It is a part of this Plan that whenever the Governmental Agency duly and lawfully authorized to accomplish a Project shall obtain matching or supplemental funds for such Project, the amount of Bond proceeds estimated to be applied to the cost of such Project may, to the extent of such matching or supplemental funds, be applied by the Legislative Authority of such Agency to the enlargement or additional development of such Project or to the accomplishment of other Projects which such Agency.

may then be authorized to accomplish. If all Projects which such Agency shall have been authorized to accomplish have either been completed, or their completion duly provided for, or their completion found to be impractical such Bond proceed or any portion thereof may be applied by such Agency to carry out such other Public Park and Recreation Facility capital purposes within the territorial limits of the Agency as may be determined by the Legislative Authority thereof and found by the Board by resolution to be consistent with the purposes of this resolution and to be a County purpose.

Section 7. Public Park and Recreation Facilities acquired, developed, constructed or improved by the County or any City in whole or in part from the proceeds of the bonds authorized pursuant to this resolution shall not be transferred or conveyed except by agreement providing that such lands shall continue to be used for the purposes contemplated by this resolution, or be converted to a different use unless other equivalent lands and facilities within the County or City shall be received in exchange therefore. The proceeds of any award in condemnation applicable to such Public Park and Recreation Facilities shall be used for the acquisition or provision of other equivalent lands and facilities. However, nothing in this resolution shall prevent the grant of easement or franchises or the making of joint use agreements not incompatible with the use of Public Park and Recreation Facilities for the purposes of this resolution.

Section 8. Prior to the expenditure for any purpose other than land acquisition, of any portion of the proceeds of the Bonds allocated to the County it is contemplated that the Board shall have first established and appointed a County Design Commission of at least seven persons including members

of the architectural, engineering, urban planning, and landscape architectural professions, and such other persons as the Board may select. As a part of its duties the County Design Commission shall, subject to outstanding contractual commitments and within such limits as may be required by law and may be deemed appropriate by the Board, recommend the selection of the members of any design team to be employed for the planning and design of any structures or surface development work for Projects to be accomplished by the County and shall review the plans and specifications for such structures or work. Any Agency other than the County duly authorized to accomplish any Project shall, prior to the expenditure of Bond proceeds allocated therefor, establish and appoint a similar design commission to perform such functions or enter into an agreement with the Board to utilize the services of the County Design Commission for such purpose.

In the development of each Public Park and Recreation Facility to be financed in whole or in part from the proceeds of bonds issued pursuant to this resolution the appropriate Governmental Agency shall provide and maintain, by adequate landscaping wherever possible, a reasonable buffer, between any athletic or other active use area or parking area and abutting private residential properties.

Section 9. The Board hereby finds and declares that the Public Park and Recreation Facilities acquired or developed pursuant to this resolution whether located partly or wholly within or without the Cities of the County will be available to and be of general benefit to all of the residents of the County and, together with existing lands and facilities

set aside for such purposes, will constitute a necessary system of Public Park and Recreation Facilities for the County and its residents. The Board further finds and declares that the proposition hereinafter set forth and the Plan have for their object the furtherance, accomplishment or preservation of such system and constitute a single purpose. The Board further finds and declares that the use of County funds for the purpose of paying in whole or in part the cost of acquisition, construction, development or improvement of the Public Park and Recreation Facilities set forth in the Plan including any costs necessarily incidental thereto, or to participate with the United States or any agency thereof or any Governmental Agency for such purposes pursuant to this resolution will promote the health, welfare, benefit and safety of the people of King County and is a strictly County purpose.

Section 10. For the purpose of providing funds necessary to pay the cost of carrying out the Plan pursuant to this resolution general obligation bonds of King County in the principal amount of not to exceed \$118,000,000 shall be issued. The Bonds shall bear interest at a rate not to exceed the maximum rate permitted by law, shall be issued in series from time to time out of such authorization over the contemplated acquisition and development period of approximately twelve years, shall mature serially in from two to forty years from date of issue of each series as authorized by the Board and as provided by law. Both principal of and interest on the Bonds shall be payable out of annual tax levies to be made upon all of the taxable property within the county without limitation as to rate or amount. The exact date, form, terms, options of redemption and maturities of each series of the Bonds shall be as hereafter fixed by resolution of the Board.

Section 11. It is contemplated that the Bonds shall be issued in one or more series each year during the development period and that the principal amount contemplated to be issued each year pursuant to this resolution may from time to time be combined with other authorized general obligation bonds of the County and issued and sold as single issues of County bonds. Prior to December 31 of each year Bonds shall be issued in the principal amounts set forth in the following schedule, provided, however, that at no time shall Bonds be issued in excess of any statutory or constitutional limitations and the total principal amount of Bonds issued shall not exceed \$118,000,000:

<u>Year</u>	<u>Principal Amount</u>	<u>Proceeds Allocated to County</u>	<u>Proceeds Allocated to City of Seattle</u>	<u>Proceeds Allocated to Other Cities as Provided in Exhibit B</u>
1968	\$26,000,000	\$12,136,000	\$10,920,000	\$2,944,000
1969	14,000,000	8,343,000	5,612,000	45,000
1970	6,900,000	2,990,000	3,789,000	121,000
1971	3,900,000	900,000	3,000,000	0
1972	6,100,000	1,883,000	4,000,000	217,000
1973	5,000,000	1,900,000	3,000,000	100,000
1974	6,000,000	2,000,000	4,000,000	
1975	8,500,000	3,500,000	5,000,000	
1976	6,500,000	2,500,000	4,000,000	
1977	13,100,000	4,100,000	9,000,000	
1978	11,000,000	4,931,000	6,000,000	69,000
1979	11,000,000	4,000,000	7,000,000	

The foregoing schedule contemplates the authorization of all general obligation bonds of the County submitted to the electorate at the special election hereinafter called for February 13, 1968, and their issuance in accordance with similar schedules set forth in the respective authorizing resolutions. Within applicable constitutional and statutory limits, the Board may issue the Bonds at a time or times earlier than those provided in the above schedule if the Board shall first find that such issuance will not impair

the legal capacity of the County to issue any then unissued general obligation bonds of the County authorized at the February 13, 1968, election, in accordance with their respective schedules of issuance.

If for any reason the County shall be unable to issue part or all of any series of Bonds within the calendar year when such issuance is scheduled the County shall issue the remaining Bonds of such series as soon thereafter as may be possible. If less than all of any series shall be issued the proceeds of the Bonds issued shall be allocated in the same proportion as provided for the allocation of the entire series.

The portion of the proceeds of each series of Bonds allocated to any City which shall have been duly authorized to accomplish any Project shall be delivered to such City in the ordinary course of business following the receipt of such proceeds.

Section 12. The proceeds of sale of the Bonds shall be deposited in a Park Acquisition and Development Fund to be hereafter created in the office of the Treasurer of King County except that any accrued interest on the Bonds received at the time of their delivery shall be paid into a fund to be hereafter created for the redemption of the Bonds. Moneys in such Park Acquisition and Development Fund may be temporarily deposited in such institutions or invested in such obligations as may be lawful for the investment of County moneys and may be temporarily advanced to such fund as may be created for the redemption of the Bonds to pay Bond interest pending receipt of taxes levied therefor.

The proceeds of sale of the Bonds and any interest received from the deposit or investment of such proceeds shall be applied and used solely for the acquisition and development of Public Park and Recreation Facilities and all costs incident thereto, and none of such proceeds shall be used for other than a capital purpose.

Section 13. The life of the improvements to be acquired or constructed by the use of the Bonds to be issued therefor is hereby estimated and declared to be, as nearly as practicable, not less than forty years.

Section 14. It is hereby found and declared that an emergency exists requiring the submission to the qualified electors of the County at a special election to be held therein on the 13th day of February, 1968, of a proposition authorizing the issuance of general obligation bonds of the County for the purposes provided in this resolution.

The King County Auditor as ex officio supervisor of all elections held within King County is hereby requested to also find the existence of such emergency and to assume jurisdiction of and to call and conduct such special election to be held within the County on said date and to submit to the qualified electors of the County at such special election the proposition hereinafter set forth.

The Clerk of the Board is hereby authorized and directed to certify said proposition to the King County Auditor in the following form:

KING COUNTY, WASHINGTON

PROPOSITION NO. _____

PARK AND RECREATION BONDS

Shall King County for the purpose of acquiring, constructing, developing and improving public park and recreation facilities within the county issue its general obligation bonds in a total principal amount of not to exceed \$118,000,000, to be issued in series over a period of approximately twelve years and only when and as the incurring of such indebtedness shall not exceed any applicable constitutional or statutory limitation, to bear interest at a rate not to exceed the maximum rate permitted by law, to mature serially in from two to forty years from date of issue of each series, both principal and interest to be paid out of annual tax levies to be made upon all the taxable property within the county without limitation as to rate or amount, all as more specifically provided in King County Resolution No. ___?

BONDS, YES

BONDS, NO.

PASSED by the Board of County Commissioners of King County, Washington at a regular meeting of said Board held this 18 day of December, 1967.

BOARD OF COUNTY COMMISSIONERS
KING COUNTY, WASHINGTON

John T. O'Brien
John T. O'Brien, Chairman

John J. Spellman
John J. Spellman, Commissioner

Ed Munro
Ed Munro, Commissioner

ATTEST:

ROBERT A. MORRIS
Clerk of the Board

By Ralph A. Hendon
Deputy

APPROVED AS TO FORM AND LEGALITY:

CHARLES O. CARROLL
Prosecuting Attorney

By James E. Kennedy
James E. Kennedy
Chief Civil Deputy Prosecuting Attorney

EXHIBIT A
AGREEMENT

In consideration of the mutual covenants herein,
King County (hereinafter called the "County") and the City
of _____ (hereinafter called the "City")
agree as follows:

1. The County shall deliver to the City in the ordinary course of business after receipt of the proceeds of each series of general obligation bonds of the County contemplated to be issued pursuant to Resolution No. ____ of the County, the full amount of cash allocated to the City out of such proceeds by said resolution.

2. The City shall hold said money in trust and shall faithfully apply same to the purposes authorized in said Resolution No. ____ in the manner and subject to the conditions provided in said resolution; shall operate and maintain all facilities acquired, constructed, developed or improved with said money; shall defend and save the County harmless from any claim of damage resulting from the acquisition, construction, development, improvement, operation, maintenance, repair, replacement or public use of such facilities, and shall perform or comply with all conditions of said Resolution No. ____ contemplated by said resolution to be performed or complied with by agencies to which the proceeds of bonds issued pursuant to such resolution have been allocated and delivered.

DATED this ____ day of _____

KING COUNTY

CITY OF _____

By _____

By _____

ATTEST

ATTEST:
