

COPY

December 11, 1989

INTRODUCED BY BRUCE LAING

PROPOSED NO. 89 - 937

7819

MOTION NO

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

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

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

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

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

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

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

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

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

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

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

PASSED this 12th day of February, 1990.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Lois North
Chair

ATTEST:

J Crawford II
Clerk of the Council

M:mots

MEMORANDUM

7819

DATE: February 8, 1990
TO: Committee-of-Whole
FROM: Michele McFadden, Section Manager
RE: Interlocal Agreement with City of Snoqualmie for Proposed Annexation of Snoqualmie Ridge Associates Property; BRB File #1633

As the Council is aware, staff has been working with Councilmember Derdowski to prepare amendments to the interlocal agreement as it was last discussed in December of 1989. The attached "compared" draft of the agreement shows, highlighted by shading, the new materials which are proposed to be added; materials to be deleted from the December version are lined out. This draft replaces the one provided to the council on February 5, 1990 and dated that day.

The latest draft is the result of discussions with representatives of the City of Snoqualmie and SRA which occurred on Wednesday, February 7. Due to the time needed for production of this draft, copies were not transmitted to the City or SRA until late Thursday, February 8. Therefore, neither the City nor SRA have agreed to this final draft, although minor points are not at issue.

The major additions to this draft are as follows:

- Pg. 5 #1 Phasing of retail and office park development to coincide with, and not precede, residential development, has been provided.
- #3 The affordable housing element has been strengthened to reflect provisions of the City of Snoqualmie Comprehensive Plan, the King County Affordable Housing Policy Plan, Council action in adopting the Bear Creek Community Plan and the County's experience in implementing previous affordable housing agreements. The major changes to the affordable housing element are:
- o provision that the median income calculations be based upon data from the Upper Snoqualmie Area rather than the entire County;
 - o a requirement that all of the median income affordable housing be "for sale" housing to reflect the fact that rental units affordable to this income category would be market-rate housing, and
 - o covenant language, borrowed from the Bear Creek Plan, has been added to prescribe the mechanism by which the provision of affordable housing shall be accomplished.
- Pg. 6 #4 This language, taken directly from the Snoqualmie Comprehensive Plan, describes the manner in which the City and SRA shall cooperate in ensuring that adequate school facilities are provided and establishes the mitigation of school-related impacts as a pre-condition to the granting of any development permits.

Date: February 8, 1990~~January 30, 1990~~

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION I: PARTIES AND MUTUAL CONSIDERATION

The parties to this agreement are King County (hereinafter referred to as "County"), the City of Snoqualmie (hereinafter referred to as "Snoqualmie"), and Snoqualmie Ridge Associates, a private property owner holding property on the Lake Alice Plateau, lying southwest of the City of Snoqualmie (hereinafter referred to as "SRA"). The parties acknowledge that they have diverse and potentially conflicting objectives with regard to the development proposed by the owner on the Lake Alice Plateau, and that this agreement is entered into to resolve those issues in a mutually beneficial way. The parties covenant to perform such acts as may be called for by this agreement, and to be held contractually responsible for such acts.

In consideration of King County agreeing to support an annexation consistent with the terms of this agreement and to be bound by the terms of this Agreement, Snoqualmie agreeing not to seek annexations inconsistent with the terms of this agreement and to be bound by the terms of this Agreement SRA agreeing to be bound to the commitments contained within this agreement, the parties agree as follows.

This Agreement is intended to implement King County's adopted Snoqualmie Valley Community Plan and Element H of the City's Snoqualmie Vicinity Comprehensive Plan, as follows:

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

SECTION II: DEFINITIONS

- A. "Annexation Area" means the area to be considered for annexation under this Agreement. The annexation area is described in Attachment 1 and shown as Area A on the map attached to this Agreement as Attachment 2. The annexation area is located within but is smaller than and therefore should be distinguished from the following areas, which are shown on the map attached to this Agreement as attachment 3: (1) the Potential Annexation

Area designated by Snoqualmie as an amendment to the Snoqualmie Vicinity Comprehensive Plan in March, 1987; (2) the property, known as Snoqualmie Ridge, which is the subject of SRA's annexation petition filed in May, 1988; and (3) the expansion area designated for Snoqualmie by King County's Snoqualmie Valley Community Plan in August, 1989.

- B. "Coordinating Board" means the Coordinating Board established to direct the cooperative planning process initiated by Snoqualmie Resolution No. 297 and King County Motion No. 88-830, adopted in March, 1989, defining a cooperative planning agreement between the two jurisdictions.
- C. "Development Standards" means all statutes, ordinances and regulations governing development, including but not limited to standards related to environmentally sensitive areas, surface water management, historic preservation, and parks and open space.
- D. "Environmental Review" means the procedure for analyzing potential adverse environmental impacts under the State Environmental Policy Act ("SEPA") and the SEPA Rules.
- E. "Snoqualmie's Expansion Area" means the area of unincorporated King County contiguous to the City of Snoqualmie that the King County Snoqualmie Valley Community Plan has designated as appropriate for future annexation. King County will support annexation in this area when the annexation request meets criteria specified in the Community Plan. The Annexation Area covered by this agreement lies within Snoqualmie's Expansion Area.
- F. "Snoqualmie's Potential Annexation Area" means the area of unincorporated King County which is so designated by the City's Snoqualmie Vicinity Comprehensive Plan as amended in March, 1987.
- G. "Snoqualmie Ridge Parkway" means the proposed principal arterial between the I-90/SR-18 Interchange and SR-202.
- H. — G. "Subelement J.1 of the Snoqualmie Vicinity Comprehensive Plan" means the master plan submitted by SRA for future development of Snoqualmie Ridge, as reviewed, extensively revised, recommended by the Snoqualmie Planning Commission and adopted by the Snoqualmie City Council as new Subelement J.1 of the Snoqualmie Vicinity Comprehensive Plan.

SECTION III: ANNEXATION AREA

- A. Boundaries. Subject to the provisions of this Agreement, Snoqualmie has stated its intent to annex the area

described in Attachment 1 and shown as Area A on the map attached to this Agreement as Attachment 2, which area is owned by SRA. ~~Snoqualmie has stated its intent to annex the area described in Attachment 1 and shown as Area A on the map attached to this Agreement as Attachment 2.~~

B. Residential Development. Snoqualmie and SRA agree to comply with the following conditions for the annexation area:

1. Phasing. Residential development shall be phased to provide a limit of 1,000 dwelling units by the year 2000. ~~Office park development shall not precede residential development, and shall be phased proportionately, on an acreage basis, to residential development.~~
2. Scale. A maximum of 2,000 dwelling units shall be permitted in the annexation area, subject to additional phasing requirements that may be adopted by Snoqualmie as provided in Section XI(B), below.
3. Affordable Housing. ~~At least thirty percent (30%) of the total number of dwelling units shall be affordable housing as determined by calculations based upon the median income of all residents of Upper Snoqualmie Valley Area. The affordable housing requirement shall be met by providing at least:~~
 - ~~o ten percent (10%) low income housing affordable to households with incomes below 80% of the median;~~
 - ~~o ten percent (10%) moderate income housing affordable to households with incomes between 80% and 99% of the median, and~~
 - ~~o ten percent (10%) median income housing affordable to households with incomes between 100% and 120% of the median. Such median income housing shall be entirely "for sale" housing.~~

~~The requirements of this section shall be implemented through the recording of covenants specifying the number of affordable units to be included within each subdivision. Prior to any final plat approval or rezone in Phase II the provision of affordable housing to that point shall be assessed. If the proportions called for above have not been attained, all subsequent affordable~~

housing covenants shall specify the individual lots on which affordable housing shall be provided.

4. **School Facilities.** Adequate provision shall be made for school facilities to accommodate the growth from the Ridge development. The school district and the property owners shall develop a comprehensive facilities plan and time-phased mitigation strategy for review and approval by the city prior to or as a part of the first development requests on the Ridge. The city and Snoqualmie Valley School District No. 410 shall cooperate to assess projected impacts of each proposed mixed use development project on student population and facilities costs, and to require mitigation of these impacts as a condition for granting mixed use development permits. The form of conveyance of school sites and funding for construction of school facilities shall be determined by the city, the property owner and Snoqualmie Valley School District No. 410 in accordance with state law.

5. **Retail Business.** Retail business shall not occupy more than 10 acres, and no more than 5 acres may be developed prior to completion of the first 1000 dwellings.

~~At least thirty percent (30%) of the total number of dwelling units shall be affordable housing. Snoqualmie shall consider King County's Affordable Housing Policy Plan (1987) and the Affordable Housing Action Plan required by Subelement J.1 of the Snoqualmie Vicinity Comprehensive Plan when determining the affordable housing component of specific development projects.~~

C. **Office/Business Park.** Snoqualmie and SRA agree that a maximum of 150 acres of office/business parks shall be permitted in the annexation area.

D. **PGA Tour Golf Course.** King County acknowledges that SRA has proposed, and subelement J.1 of the Snoqualmie Vicinity Comprehensive Plan would require, that a PGA Tour golf course be developed in the annexation area. SRA agrees to construct the golf course facilities as described in subelement J.1.c.

E. **Parks and Trails.** A system of parks and trails shall be provided for public use and enjoyment. Corridors shall be set aside for both King County's Preston-Snoqualmie Trail and the planned trail paralleling SR 18. These corridors shall permit extension through the SRA property of both trails along routes approved by King County. Where these trails cross SRA-owned land, they shall be constructed by SRA to King County standards and they shall consist of multi-purpose trails for non-motorized vehicles with parallel equestrian trails. Where

possible, public viewpoints of the Falls shall be provided along these trails by SRA.

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

~~F. — Snoqualmie and King County agree to cooperate when appropriate to expedite development permit processing for the PGA Four golf course.~~

Viewsheds.

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

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

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

C.-

Buffers and Transitions Along the Western Boundary. King County, Snoqualmie, and SRA agree to comply with the following conditions:

1. Covenants on Property in Section 27. SRA agrees to place permanent covenants on its ownership in the NE 1/4 of Section 27 and the SW 1/4 of Section 27, limiting subdivisions to a density of one home per five acres. ~~SRA agrees to place covenants on its ownership in the NE 1/4 of Section 27, limiting subdivisions to a density of one home per five acres under King County jurisdiction.~~ Lot clustering and open space tracts shall be created where appropriate, subject to the provisions of King County Code 21.21A.
2. Covenants on property in Section 26. SRA agrees to place covenants on its ownership of the W 1/2 of the SW 1/4 of Section 26 and the W 1/2 of the NW 1/4 of Section 26 limiting subdivisions to a density of one home per five acres. Lot clustering and open space tracts shall be created when appropriate subject to the provisions of King County Code 21.21A.
3. Open Space Tracts and Lot clustering. Lot clustering with permanent open space tracts shall be created within SRA's ownership to provide transitions from SRA's ownership to areas west of SRA's ownership, with special emphasis on the portion of the annexation area abutting the Lake Alice community (the W 1/2 of the SW 1/4 of Section 26). Guidelines for appropriate open space buffers, public access and transitional land uses and densities shall be developed by the Coordinating Board and implemented by Snoqualmie before issuing permits for development in that area.

SECTION IV: ROADS AND HIGHWAYS

- A. Snoqualmie Ridge Parkway. King County, Snoqualmie, and SRA agree that the Snoqualmie Ridge Parkway shall be constructed in the first phase of development following annexation, after completion of a project level EIS and after project review. ~~King County recognizes that the road will become the entrance to Snoqualmie. King County recognizes that the road will become the entrance to Snoqualmie and that most of its length will be within the City limits of Snoqualmie.~~ Therefore, the parties agree that Snoqualmie shall process permits to develop and be responsible for construction and ongoing maintenance of the entire road, including the segment outside of the annexation area as authorized by RCW 35.43. Furthermore, the City of Snoqualmie shall own and operate the road from I-90 easterly. King County development standards shall be used for road design. Through the interagency review team as described in Section VIII and subsequent environmental review processes provided for in this agreement, King County shall participate fully in review and approval of issues such as alignment, sensitive areas impacts, drainage controls, buffering and other mitigation requirements.
- B. Financing of Road Improvements. SRA agrees to pay for the Snoqualmie Ridge Parkway and all other roads within the annexation area, and for all other road improvements directly related to development of the annexation area which are required as a result of environmental review. ~~SRA's obligation is subject to latecomer's contributions from other property owners who would benefit, and to other private or public financing mechanisms that may be available and appropriate to help finance such improvements.~~ SRA acknowledges that neither Snoqualmie nor King County to date have committed any public funds for such roadways.
- C. Rural Roads Outside the Annexation Area. ~~King County and Snoqualmie are in agreement that whatever final development is authorized for the annexation area must not result in a need for additional lane capacity (other than turn lanes) on rural roads within the community planning area outside the Snoqualmie City limits. SRA agrees that it will modify its development proposals as necessary to meet this standard. King County has reviewed the transportation analysis provided in the Snoqualmie Ridge EIS and the transportation analysis prepared for the Snoqualmie Valley Community Plan. King County has reviewed the transportation analysis provided in the Snoqualmie Ridge EIS and the transportation analysis prepared for the Snoqualmie Valley Community Plan, and expects that development of the annexation area~~

will not require additional lane capacity (other than turn lanes) on rural roads within the Community Planning Area outside Snoqualmie, such as SR-202 west of Fall City and SR-203. Snoqualmie agrees to review this analysis with the Interagency review team described in Section VIII below as part of project level environmental review during phased development of the annexation area to assure that additional lane capacity (other than turn lanes) will not be required outside the city limits.

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

~~Snoqualmie agrees to assure on going compliance with Snoqualmie Valley Community Plan Policies SQP 78(A) (5) and SQP 78(B) (11) (12). Snoqualmie agrees to review this analysis with the Interagency review team described in Section VIII below as part of project level environmental review during phased development of the annexation area to assure that additional lane capacity (other than turn lanes) will not be required outside the city limits.~~

SECTION V: UTILITIES

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

- A. Water Quality. Prior to each phase of development, Snoqualmie shall demonstrate that it will have a wastewater treatment facility with (1) the capacity to serve such development and (2) levels of treatment to maintain the water quality of the Snoqualmie River and the Raging River and its tributaries within existing Class A standards. ~~Snoqualmie shall demonstrate that it will have a wastewater treatment facility with (1) the capacity to serve such development and (2) levels of treatment to maintain the water quality of the Snoqualmie River within existing Class A standards.~~ Compliance with an NPDES permit issued by the Washington Department of Ecology pursuant to the Federal Clean Water Act provided it will not degrade the water quality of the Snoqualmie River and its tributaries below existing Class A or AA standards, will satisfy this condition. Compliance with an NPDES permit and Class A water quality standards will be monitored by the interagency review team, as established by Section VIII, below, in the course of reviewing subdivision and mixed use development permit

applications. In addition, Snoqualmie and SRA agree that the surface water management plans required by Section VI(B), below, will assure that surface water discharges will not degrade the water quality of the Snoqualmie River, the Raging River and their tributaries below existing A or AA standards. Monitoring shall be accomplished which will include measuring base, peak and minimum flow rates prior to any development activity on-site to evaluate water quality and water quantity predictions, will incorporate best management practices to assure that surface water discharges will not degrade the water quality of the Snoqualmie River and its tributaries below existing A or AA standards. Monitoring may be required which will include measuring base flow rates prior to any development activity on-site to evaluate water quality and water quantity predictions, and such monitoring shall continue for whatever period is necessary to evaluate impacts and mitigation.

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

SECTION VI: FLOOD DAMAGE REDUCTION

- A. Flood Plain Regulations. King County and Snoqualmie agree that the Flood Control Task Force currently established under the supervision of the Coordinating Board shall review and recommend revisions, if appropriate, to Snoqualmie's flood plain regulations to meet all applicable state and federal regulations and guidelines. Snoqualmie shall continue to apply its flood control regulations until further revisions, if any, are suggested by the Coordinating Board. Snoqualmie also agrees to adopt a surface water management ordinance that meets or exceeds King County standards, consistent with Section VII, below. SRA agrees to be bound by such standards.
- B. Surface Water Management. SRA agrees to prepare a drainage master plan (MPD) for the entire annexation area and a storm water management plan for each specific development project. ~~SRA agrees to prepare a master drainage plan for the entire annexation area and a storm water management plan for each specific development project,~~ as required by Subelement J.1 of the Snoqualmie Vicinity Comprehensive Plan. These plans shall include measures that would, retain peak and minimum flows at pre-development levels, at a minimum, prevent any adverse increase of existing flood levels. These plans shall be subject to interagency review and environmental review as provided in Section VIII, below. These plans shall meet the standards of the King County Drainage Manual and the following criteria:
1. The maximum allowable surface water flow that does not result in impacts to the natural downstream drainage system will be determined at key downstream locations by the Drainage Master Plan. Once the maximum flow is determined, maximum allowable discharge from the Annexation Area shall be limited to the percentage contribution the annexation area makes up of all sub-basins tributary to the downstream system, assuming adopted land use conditions established by the Snoqualmie Valley Community Plan. The presence of existing problems in the drainage system prior to development of the MPD shall be considered in setting DMP requirements.
 2. The proposed development shall retain and protect existing on-site drainage features including drainage courses and wetlands.
 3. The drainage system shall be consistent with the Sensitive Areas requirements of King County.
 4. Infiltration and dispersion systems shall be used prior to discharge to wetlands and streams and must

be located outside the zone of maximum seasonal saturation.

5. Detention and sedimentation systems shall be provided prior to the infiltration and dispersion systems. Detention facilities to safely accommodate a storm of at least the 25 year frequency shall be located outside of all wetlands approved for excess storm water detention and their corresponding buffers, in order to safeguard water quality and to control water level fluctuations to an acceptable level. For Class 1 wetlands, as defined by the County, detention adequate to safely accommodate all detention required by King County will be located outside the wetland and its buffer. Excess detention capacity, as required by King County for storms greater than the 10-year frequency, may be located only in #2 and #3 wetlands, as defined by King County. All necessary detention volumes shall be established according to performance standards identified by King County.
6. No diversions shall be proposed from one major sub-basin to another and, to the greatest extent possible, existing hydrographs shall be matched at key sub-basin locations by the Drainage Master Plan.
7. Outlet structures shall be constructed with adjustable orifices, and flow gauges shall be installed and monitored at key discharge points.
8. All storm water conveyance facilities shall be designed to provide for and safely accommodate the 100-year/24-hour storm. Final release rates and durations will be established according to a performance standard based on pre-development flow conditions identified by King County.
9. To the maximum extent possible, all detention facilities will discharge into 200-foot long grass-lined swales, or equivalent bio-filtration. Only where required by limited site topography and only on the approval of King County and Snoqualmie drainage swales will be allowed in the outer 50' of 100' buffers. In areas of reduced buffer width no encroachment by detention facilities will be allowed. After passage through grass-lined swales, storm water will discharge only into drainage channels that convey surface water in the pre-development state or into approved dispersal systems located outside the required minimum buffer width.
10. To minimize ground water impacts, all business, commercial and residential activities in the

annexation area shall be serviced by sanitary sewer hookups. Activities with low-quality surface water runoff, such as gas stations, automobile repair facilities, fuel transfer stations, and car washes, will collect runoff from the pollutant source areas of their sites (but not their entire sites) and discharge it to sanitary sewers.

11. Drainage control features within each drainage basin, as delineated in the approved Drainage Master Plan, shall be installed prior to any land clearing, vegetation removal, site grading, road construction or utility installation within that drainage basin. Only those activities associated with pre-development exploration, such as surveying and performance of soil tests, and clearing and grading required for construction of the drainage facilities, will be allowed prior to completion of the drainage control system.
12. A description of phased development shall be provided. Development shall be proposed in phases and shall be monitored to document the adequacy of mitigation measures. Approval of subsequent phases may include additional mitigation measures if existing measures are inadequately mitigating impacts to natural resources.
13. 100 feet of undisturbed buffer will be placed around all Class 1 wetlands in the annexation area.
14. Modifications of wetland outlets for the purposes of providing flood control may be approved provided the modification does not alter the normal wetland water surface or the surrounding buffer and is not contrary to Washington law regarding surface water. Water level fluctuations in wetlands, due to development and development-related impacts, will adhere to the following requirements:
 - a. A total increase in water level of no more than one foot over the pre-project levels for a storm of the same frequency will be allowed in wetlands approved for excess detention during any storm event. The seasonal winter average weather level in all wetlands will not be altered from pre-project levels.
 - b. The water level in wetlands, at the end of June each year, will be the same as the pre-project June level.
 - c. Between May 15 and August 1 of each year, there will be no increase in water level greater than

0.5 feet above that current season's lowest water level.

- d. Dispersion trenches for stormwater release will be located more than 100 feet from the waters edge, measured at the time of post-project maximum water level (i.e., including the allowable foot increase over existing maximum level). In areas of reduced buffer width, dispersion trenches will be located outside the required buffer.
 - e. No pedestrian/equestrian trails or utility corridors will be established between the dispersion trench setback line and the wetland edge.
15. All underground storage facilities must provide Fire Marshal approved secondary containment capability and surface monitoring access.
16. Fire Marshal approved containment facilities must be provided for all areas where hazardous materials are stored or handled to prevent any accidental spills from entering the soil and surface or ground water system.
17. No adverse impacts caused by development within the annexation area shall be allowed to the ground water, surface water or stream system in the Snoqualmie drainage basin. Adverse impacts shall include, but not be limited to:
- a. An increase of peak flows, flow duration or volumes from the site that would destabilize the existing geomorphologic balance of the natural downstream drainage systems. (Example: general streambank erosion resulting in bank failures and sedimentation in wetlands.)
 - b. An increase of flow rates or volumes from the site that would result in significant flooding along the natural downstream drainage system. (Significant flooding is defined as creation of new or aggravation of existing flooding problems, changes resulting in loss of life, property, or fisheries habitat, or increases to the floodway limits or flood elevations.)
 - c. A disruption of shallow ground water interflows through site development, including activities such as placement of utility lines, that would result in adverse alterations in the natural downstream drainage system baseflows or

decrease in potential water supply to off-site properties. Prohibition of disruption of water supply may be waived by property owners, but stream baseflows must be maintained.

- d. Exceeding acceptable water quality parameters (as established during the SEPA process, and responsive to the Washington State Department of Ecology standards for these waters). The existing background parameters will be established in a manner timely to the master drainage planning work.
 - e. An increase or decrease in flow rates, or volumes, or sedimentation that would result in significant reductions or adverse impacts on base flows along the natural downstream drainage system.
18. Initial construction of drainage control systems in any sub-basin shall be initiated after May 1 and be completed before September 30 of a single year.
 19. Maintenance of the drainage, detention, and conveyance system to insure its adequate functioning shall be required. This condition includes, but is not limited to regular removal and safe disposal of vegetation from bio-filtration swales and sediment collected in detention facilities.
 20. Any wetland discovered during the subsequent review or site exploration will be accorded protection and buffers consistent with these standards, the Sensitive Areas Ordinance and the King County Drainage Manual.
 21. A detailed list of those activities and areas required to collect surface runoff will be developed through a cooperative process involving SRA, Snoqualmie and King County.
 22. Surface water runoff from road areas, will be collected and treated through detention ponds and biofiltration meeting the requirements of the annexation area.
 23. At the initiation of the Drainage Master Plan development the applicant shall provide the following information for determination of the specific DMP requirements:
 - a. Topography map with existing drainage features, sub-basin areas and zones of maximum seasonal saturation identified. The map shall include

identification of the perimeters of all wetlands as defined by County criteria, and surface flows and streams, based on an independent survey conducted during the early growing season following a normal or above-normal wet season of October through April, at SRA's expense. The study shall include review and participation by a committee of interested citizens.

b. Description of existing conditions.

c. Conceptual site development plan.

c. Domestic Water Supply. Prior to each phase of development, Snoqualmie shall conduct independent studies to demonstrate that adequate water supply is available to serve the annexation area and that development would not impact the quantity or quality of existing water supplies or diminish the water quality or the water level of the Snoqualmie River or the Raging River and its tributaries.

D.-

Flood Damage Reduction Planning. King County, Snoqualmie, and SRA agree to continue their participation in the Flood Control Task Force currently established under the supervision of the Coordinating Board. The intent of policy SQP 78 A-2 & A-3 are being met by the co-sponsorship of a Corps of Engineers Flood Damage Reduction Study as suggested in the draft King County Comprehensive Flood Control Management Plan and a joint letter from the County and City to the Corps of Engineers and by further work which may be identified by the Flood Control Task Force of the Cooperative Planning Agreement. After this Corps study is complete, the Flood Control Task Force and the Coordinating Board will prepare final recommendations for implementation. Snoqualmie agrees to require developers in the annexation area to support and participate in flood hazard reduction strategies or programs developed by the Flood Control Task Force under the supervision of the Coordinating Board. In addition, Snoqualmie and King County agree to cooperate on developing and implementing a long-term solution to flooding problems.

SECTION VII: DEVELOPMENT STANDARDS

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

adopted its own standards. SRA agrees to be bound by such standards.

SECTION VIII: INTERAGENCY REVIEW

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

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

The Interagency review team shall make a recommendation to the City decision makers. Any minority or divergent opinions shall also be reported to the City decision makers. If the City decision makers do not follow the recommendations of the interagency review team or any minority of divergent opinion contained therein, they must expressly state their reasons for doing so in their findings and conclusions or in their decision if no findings and conclusions are otherwise prepared. The members of the interagency review team shall have the right to request reconsideration of a City action that is inconsistent with their recommendation before the effective date of that action, specifically stating the reasons for their request. The City agrees to reconsider its action in light of stated reasons for objection and to modify or withdraw the action if warranted upon reconsideration.

- C. Environmental Review. The City shall require the preparation of a project EIS for the first phase of construction that analyzes the cumulative impacts of the entire project on issues of regional significance. It is anticipated that this will build on existing

~~environmental documents. Subdivision or development permit applications for the annexation area shall be subject to environmental review as required by SEPA; it is anticipated that this will build on existing environmental documents and will require preparation of supplemental project environmental impact statements.~~ Snoqualmie, as the jurisdiction with permitting authority in the annexation area following annexation, and as the chair of the interagency review team, shall be the lead agency for future environmental review. Snoqualmie agrees that such environmental review shall analyze cumulative regional impacts projected from Subelement J.1 of the Snoqualmie Vicinity Comprehensive Plan as modified by this Agreement, and include but not be limited to water quality, water supply, surface water runoff, ~~natural resources and off site traffic impacts, natural resources and offsite traffic impacts,~~ as part of the scope of project-level review. Snoqualmie shall require mitigation and/or modification of the project as necessary to meet applicable City and County policies and standards.

- D. Snoqualmie Ridge Associates agrees to prepare a project-level EIS as called for in Paragraph VIII.C. and to mitigate impacts as required by the State Environmental Policy Act which may be identified through environmental review, including reduction of the project size if required by SEPA as mitigation if necessary.

SECTION IX: PROPERTY OUTSIDE OF THE ANNEXATION AREA

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

- A. Limitation on Annexation and Provision of Services. ~~King County is committed through its Snoqualmie Valley Community Plan to retain the potential annexation area, other than the annexation area which is the subject of this agreement area described on the attached map (Attachment A) as Rural. The County will not allow urban development or the extension of urban services to these areas without community plan revision. Snoqualmie agrees not to consider annexation requests or extend utilities that serve these areas. King County is committed through its Snoqualmie Valley Community Plan to retain the area outside the Snoqualmie Expansion Area as defined herein as Rural. The County will not allow urban development in these areas without community plan revision. Snoqualmie agrees not to consider annexation requests or extend utilities that serve areas west of the proposed annexation area through the life of this agreement.~~

~~Snoqualmie further agrees not to consider annexation requests or provide services south of the proposed Expansion area boundaries as defined herein during the term of this Agreement as provided in Section XIV, below. In addition, Snoqualmie agrees not to consider annexation proposals or to provide road or utility services to properties outside of its Potential Annexation Area (including the Lake Alice community), as required by Snoqualmie's annexation policies. No commitment to support or oppose additional annexations in the City's Potential Annexation area is made between the parties by virtue of this agreement. King County and Snoqualmie agree to review the issue of long-term land uses in these areas through future joint planning efforts. SRA agrees not to seek annexation of property within these areas during the term of this agreement and to initiate plan revision processes to further reduce its potential expansion area to correspond with this agreement, so long as the County does not allow urban conditions in this area.~~

~~King County agrees that Snoqualmie shall be the purveyor of future urban services to Area B, as shown on Attachment 2, and therefore agrees not to develop or allow to develop urban services within Area B without consulting with Snoqualmie. King County and Snoqualmie agree to review the issue of long term land uses in Area B through future joint planning efforts. SRA agrees not to seek annexation of property within Area B during the term of this agreement.~~

B. Joint Review of Subdivision or Development Applications.

King County agrees that Snoqualmie shall have an opportunity to review, comment, and make recommendation on all subdivision or development applications for property in Attachment A substantially through the following procedure: ~~and make recommendation on all subdivision or development applications for property in Area B substantially through the following procedure:~~

1. Steps 2 and 3 shall apply to the review of applications for subdivisions or development of uses permitted as a matter of right by the Snoqualmie Valley Community Plan; steps 2 through 5 shall apply to applications for conditional uses, unclassified uses, rezones, or any action inconsistent with the Snoqualmie Valley Community Plan, as adopted August 29, 1989.
2. Within 15 days of receipt of an application for preliminary subdivision, zoning reclassification, community plan amendment, use permit, shoreline substantial development permit, or other development permit not categorically exempt under SEPA (hereinafter "county approval"), the County shall

forward a copy of all application materials to the city.

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

SECTION X: COOPERATIVE PLANNING PROCESS

Each party agrees to continue its participation in the cooperative planning process initiated by Snoqualmie Resolution No. 297 and King County Motion No. 88-830 defining a cooperative planning agreement between Snoqualmie and King County. The scope of work of the Coordinating Board established to direct the cooperative planning process shall be modified to add the specific planning issues identified in Sections III(E) (1) and (2), III(F)(2), and IX(A). In the event that the parties agree to terminate the cooperative planning process at some future time, these planning issues shall be reviewed by the Snoqualmie Planning Commission, subject to interagency review as provided in Section VIII, above.

Snoqualmie and King County agree to continue work on a Community Development Plan for the City and the areas described in Attachment A which meets the intent of policy SQP 78 (A-1). Snoqualmie and King County agree to continue work on a Community Development Plan for the City and its expansion areas as a whole which meets the intent of policy SQP 78 (A-1). The parties agree to continue to support the work of the Coordinating Board in these areas and acknowledge the completion of Subelement J.1, which has been adopted by the City and added to its existing Comprehensive Plan.

SECTION XI: MISCELLANEOUS PROVISIONS

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

SECTION XII: IMPLEMENTATION

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

- A. Subelement J.1 of the Snoqualmie Vicinity Comprehensive Plan. The City has adopted Subelement J.1 of the Snoqualmie Vicinity Comprehensive Plan consistent with the terms of this Agreement and shall interpret and apply the policies of that Subelement consistent with the terms of this Agreement.

- B. Boundary Review Board. Snoqualmie will provide notice of its decision to annex the annexation area to the Washington State Boundary Review Board for King County ("BRB"). Snoqualmie agrees to forward a copy of this Agreement to the BRB. ~~King County agrees not to request BRB review of the City's annexation decision that incorporates the conditions of this Agreement.~~ If another party requests BRB review as provided by state law, King County agrees to appear before the BRB in support of the City's annexation decision that complies with the policies of the Snoqualmie Valley Community Plan incorporated in the conditions of this Agreement.

SECTION XIII: AMENDMENTS

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

SECTION XIV: EFFECTIVE DATE, DURATION, AND TERMINATION

- A. Effective Date. This Agreement shall become effective on the date of its execution by the three parties. The Mayor and County Executive shall execute the Agreement pursuant to authorization by the legislative bodies of the two jurisdictions.

- ~~B. Duration of Agreement Approvals.~~ ~~C. Duration.~~ This Agreement shall remain in effect until one of the following events occurs:

1. King County and Snoqualmie and SRA determine through a future agreement that other annexations beyond what is contemplated by this Agreement would be in the public interest; or
 2. Thirty (30) years elapse from the date of this Agreement.
 3. The development of the subject property is completed.
 4. Regardless of the period for which this agreement is in effect, any conditions attached to development approval for all or a portion of the site shall apply permanently, unless such conditions are limited by their specific timing to a time certain.
- ~~1. King County and Snoqualmie determine through a future agreement that other annexations beyond what~~

~~is contemplated by this Agreement would be in the public interest, or~~

~~2. Twenty (20) years elapse from the date of this Agreement.~~

D. Termination. This Agreement may be terminated by any one of the parties if one of the following events occurs:

- 1. The BRB substantially or materially modifies or rejects a decision by Snoqualmie to annex the annexation area subject to the conditions of this Agreement; or
- 2. An initiative is adopted which modifies the adopted Snoqualmie Valley Community Plan to prevent King County from participating in the cooperative planning on annexation and development intended by the adopted Snoqualmie Valley Community Plan and implemented by this Agreement.

SECTION XV: INDEMNIFICATION AND HOLD HARMLESS.

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

CITY OF SNOQUALMIE

By _____
Jeanne Hansen, Mayor

APPROVED AS TO FORM:

ATTEST:

By _____
Patrick B. Anderson
City Attorney

By _____
Kim Wilde
City Administrator

KING COUNTY

7819

By _____
Tim Hill
County Executive

APPROVED AS TO FORM:

By _____
Anne Schindler
Prosecuting Attorney

SNOQUALMIE RIDGE ASSOCIATES

By _____
James A. Nyberg
President

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