



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

April 18, 2006

Ordinance 15423

Proposed No. 2006-0143.1

Sponsors Hague, Constantine and Phillips

1 AN ORDINANCE authorizing the King County executive
2 to enter into interlocal cooperation agreements and
3 amendments to interlocal cooperation agreements with the
4 cities of Bellevue, Bothell, Des Moines, Federal Way,
5 Issaquah, Kent, Kirkland, Lake Forest Park, Pacific,
6 Redmond, Renton, Sammamish, Seattle and Shoreline for
7 the disbursement of conservation futures tax levy funds
8 allocated under Ordinances 15333 and 15295.

9
10
11 **STATEMENT OF FACTS:**

- 12 1. Conservation futures tax levy funds are collected throughout King
13 County as a dedicated portion of the property tax and are, by statute,
14 available only for the acquisition of open space and resource lands.
- 15 2. Ordinance 14714 established procedures for the annual allocation of
16 conservation futures tax levy funds, which directs the conservation futures
17 citizens committee to make funding recommendations to the King County
18 executive to consider for inclusion in the annual budget ordinance.

19 3. The executive has transmitted the annual budget ordinance and the
20 King County council has appropriated 2006 conservation futures funds by
21 Ordinance 15333 to the open space projects listed and described in
22 Attachment C to this ordinance.

23 4. The council has approved Ordinance 15295, which approved a project
24 scope revision to the Federal Way Hylebos Creek Conservation Futures
25 acquisition project listed and described in Attachment C to this ordinance.

26 5. The county desires to disburse conservation futures funds to the city of
27 Seattle and suburban cities and must do so by amending existing or
28 executing new interlocal agreements with these jurisdictions.

29 6. The county and the cities are authorized to enter into an interlocal
30 agreement pursuant to chapter 39.34 RCW, the Interlocal Cooperation
31 Act.

32 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

33 SECTION 1. The King County executive is hereby authorized to enter into and
34 execute contracts or amendments to interlocal agreements, substantially in the form
35 attached to this ordinance, necessary for the disbursement of conservation futures tax

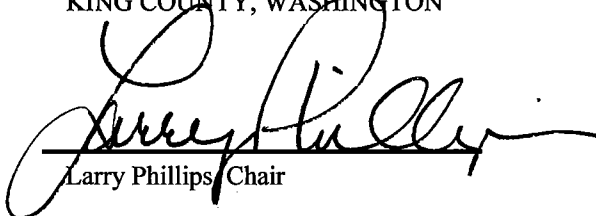
36 levy funds appropriated in Ordinances 15333 and 15295, as adopted by the King County
37 council.

38

Ordinance 15423 was introduced on 3/27/2006 and passed by the Metropolitan King County Council on 4/17/2006, by the following vote:

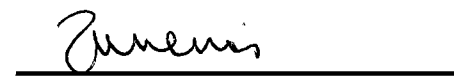
Yes: 9 - Mr. Phillips, Mr. von Reichbauer, Ms. Lambert, Mr. Dunn, Mr. Ferguson, Mr. Gossett, Ms. Hague, Ms. Patterson and Mr. Constantine
No: 0
Excused: 0

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



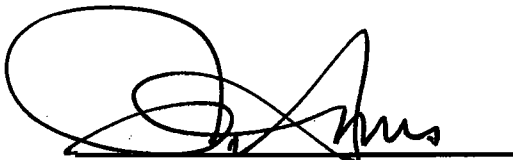
Larry Phillips Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 25 day of April, 2006.



Ron Sims, County Executive

Attachments A. Interlocal Cooperation Agreement Between King County and the City of _____
For Open Space Acquisition Projects, B. Amendment to the Conservation Futures
Interlocal Cooperation Agreement between King County and the City of _____ for
Open Space Acquisition Projects, C. Project Descriptions

**INTERLOCAL COOPERATION AGREEMENT BETWEEN KING COUNTY
AND THE CITY OF _____ FOR
OPEN SPACE ACQUISITION PROJECTS**

THIS INTERLOCAL COOPERATION AGREEMENT is entered into between the CITY OF _____ (“City”) and KING COUNTY (“County”).

Article I. Recitals

On February 27, 1989, the King County Council passed Ordinance 8867, which established a process to allocate the proceeds of the Conservation Futures Fund, including matching contribution requirements for jurisdictions receiving funds.

On September 21, 1989, the King County Council passed Ordinance 9128, which established a Conservation Futures Levy Fund to provide for the receipt and disbursement of conservation future levy proceeds and established conditions for use of the Fund, including conditions covering allowable cost and expenses.

On July 21, 2003, the King County Council passed Ordinance 14714, authorizing funding allocation procedures for King County Conservation Futures Tax Levy collections and amending Ordinance 8867, Section 2, as amended, and K.C.C. 26.12.020, adding new sections to K.C.C. chapter 26.12 and recodifying K.C.C. 26.12.020.

The Open Space Citizens Advisory Committee has recommended an allocation of Conservation Futures funds to specific projects from the Conservation Futures Levy fund following notification to the suburban cities that funds were available, provision of an opportunity for the suburban cities to respond and receipt by the committee of requests for funding, all pursuant to Ordinance 8867, as amended by Ordinance 14714.

The King County Council, by ordinance _____, has approved the recommendation for the allocation of Conservation Futures Levy funds to specific suburban

city projects, and authorized the King County Executive to enter into interlocal cooperation agreements with the suburban cities in order to initiate the approved projects.

Pursuant to King County Ordinances 8867, 9128, 14714, Washington Statute Chapter 84.34 RCW and Washington Statute Chapter 39.34, the parties agree to follows:

Article II. Definitions

1. Open Space

The term “open space” or “open space land” means: (a) any land area so designated by an official comprehensive land use plan adopted by any city or county and zoned accordingly; or (b) any land area, the preservation of which in its present use would (i) conserve and enhance natural or scenic resources, or (ii) protect streams or water supply; or (iii) promote conservation of soils, wetlands, beaches or tidal marshes, or (iv) enhance the value to the public of abutting or neighboring parks, forests, wildlife reserves, natural reservations or sanctuaries or other open space, or (v) enhance recreational activities, or (vi) preserve historic sites, or (vii) preserve visual quality along highway, road, and street corridors or scenic vistas, or (viii) retain in its natural state tracts of land of not less than one acre situated in an urban area and open to public use on such conditions as may be reasonably required by the legislative body granting the open space classification, or (c) any land meeting the definition of farms and agricultural conservation under subsection (8) of RCW 84..34.020. As a condition of granting open space classification, the legislative body may not require public access on land classified under (b) (iii) of this subsection for the purpose of promoting conservation of wetlands.

2. Project

The term “Project” means specific projects which meet open space criteria as described in King County Ordinance 8867, as amended by Ordinance 14714, and RCW

84.34.020 and which are attached to and incorporated by reference in King County Ordinance _____ or added to the list of approved projects by the County.

3. Conservation Futures

The term "Conservation Futures" means developmental rights which may be acquired by purchase, gift, grant, bequest, devise, lease or otherwise, except by eminent domain, and may consist of fee simple or any lesser interest, development right, easement, covenant, or other contractual right necessary to protect, preserve, maintain, improve restore, limit future use of, or otherwise converse open space land, all in accordance with the provisions of Washington Statute Chapter 84.34 RCW and King County Ordinance 8867.

Article III. Purpose of the Agreement

The purpose of this agreement is to create a cooperative arrangement between the City and the County relating to the Projects and to define the terms and conditions governing both parties' obligations created by this agreement.

Article IV. Term of Agreement

This agreement shall be continued in full force and effect and binding upon the parties hereto upon execution of the agreement by both parties. The terms of the agreement shall be indefinite. The agreement will be terminated if the City is unable or unwilling: 1) to expend the funds provided through this agreement; 2) to satisfy the matching requirements contained in this agreement; and 3) upon reimbursement by the City to the County of all unexpended funds provided by the County pursuant to this agreement in the manner and amounts described below.

Article V. Conditions of Agreement

Section 5.1 -- Project Descriptions. Funds available pursuant to this agreement may be used only for Projects listed in Attachment A, which is incorporated herein by reference, or such substituted Projects as may be approved by the County as set forth below. All County funded Projects must meet open space criteria as described in King County Ordinance 8867, as amended by Ordinance 14714, and Washington Statute Chapter 84.34.020 RCW.

Section 5.2 -- Use of Funds. Funds provided to the City pursuant to this agreement as well as funds provided by the City as match pursuant to this agreement may be used only for expenses related to property acquisition. Those expenses include appraisals, title searches, negotiations, administrative overhead, and the cost of actual acquisition or purchase options, all in accordance with the provisions of Section 3 of Ordinance 9128. Funds utilized pursuant to this agreement may not be used to purchase land obtained through the exercise of eminent domain.

Section 5.3 -- Substitution/Deletion of Projects. If the City does not proceed with the Projects described in Section 5.1 of this agreement, the City may reimburse the County all funds provided in good faith to acquire the property for open space, plus accrued interest earnings on the unexpended balance. Alternatively, the City may submit specific requests for project reprogramming to the County for its approval. All projects proposed for reprogramming must meet open space criteria as described in King County Ordinance 8867, Section 1, as amended by Ordinance 14714, and Washington Statute Chapter 84.34.020 RCW, be submitted for recommendation by the County's Citizens Oversight Committee or its successor and be approved by action of the King County Council. All reprogramming requests shall be submitted to the County's Department of Natural Resources Capital Projects and Open Space Acquisition Section or its successor.

Section 5.4 -- Eminent Domain. If any Project requires the exercise of eminent domain to acquire the property all funds provided pursuant to this agreement plus accrued interest on such funds shall be reprogrammed as provided in this agreement or repaid to the County.

Article VI. Responsibilities of the City

Section 6.1 -- Matching Requirements. Any Project funded by Conservation Futures Levy proceeds shall be supported by the City in which the Project is located with a matching contribution which is no less than the amount of Conservation Futures Levy funds allocated to the Project. This contribution may be in the form of cash, land trades with a valuation verified by an appraisal conducted by a MIA certified appraiser, or credits for other qualifying open space acquired on or after January 1, 1989. Any City match, other than cash, shall require County approval. County approval and County acceptance of the City's match will be transmitted in writing to the City by the County's Manager of Open Space & Resource Lands or their successor in functions.

If the Project involves two or more suburban cities, those cities shall determine the allocation of the contributions to the matching requirements of this agreement, so long as the total match is no less than the amount of Conservation Futures Levy funds provided by the County.

Such matching contribution must be available within two years of the City's application for County funds to support Projects identified herein or approved substitute Projects.

If such commitment is not timely made, the County shall be released from any obligation to fund the Project in question, and the City shall reimburse the County all funds provided to the City pursuant to this agreement plus accrued interest on such funds. All

such moneys will be available to the County to reallocate to other approved Projects. By appropriate legislature action taken not more than 60 days following the effective date of this agreement, the City shall commit to contribute its required match.

Section 6.2 -- Project Description. As part of the application to receive Conservation Futures Levy funds from the County, the City shall submit the following information concerning each project: 1) a narrative description of the project; 2) a description of the specific uses for Conservation Futures Levy funds in the Project; and 3) a description of the means by which the City will satisfy the matching requirements contained in this agreement.

Section 6.3 -- Reporting. All funds received pursuant to this agreement and accrued interest therefrom will be accounted for separately from all other City funds, accounts and moneys. Until the property described in the Project is acquired and all funds provided pursuant to this agreement expended, the City shall provide semi-annual written reports to the County within 30 days of the end of each relevant time period. The semi-annual report shall contain the following information: a) an accounting of all cash expenditures and encumbrances for support of the Project; b) the status of each Project and any changes to the approved time line; and c) other relevant information requested by the County for the purpose of determining compliance with this agreement.

Following acquisition of the property and expenditure of all funds provided pursuant to this agreement, the City shall provide the County with a final report, within 90 days of the end of the calendar year in which all funds were expended. Said report shall contain a summary of all project expenditures, a description of the project status and accomplishments and other relevant information requested by the County for the purpose of verifying compliance with this agreement.

The City shall also provide the County, within 90 days of the end of each calendar, annual reports which specify any change in the status of the Project during the prior year and any change in the status of the Project which the City Reasonably anticipates during the ensuing year. Such reports shall be required only if a change has taken place or is anticipated, except as provided above for ongoing and final project reports. All such reports shall be submitted to the County's Department of Natural Resources, Open Space & Resource Lands, or its successor.

Section 6.4 -- Disposition of Remaining Funds.

If the City does not expend all funds provided through this agreement and no substitute project is requested or approved as to the excess funds, such funds shall be refunded to the County. For purposes of this section, "funds" shall include all moneys provided by the county plus interest accrued by the City on such moneys.

Section 6.5 -- Maintenance in Perpetuity. The City, and any successor in interest, agree to maintain properties acquired with funds provided pursuant to this agreement as open space in perpetuity. If the City changes the status or use of properties acquired with funds provided pursuant to this agreement to any purpose, the City shall pay the County an amount in cash to be mutually determined or substitute other property acceptable to the County. In either case, the value of the property shall be established at the time of the change in status or use, based upon the changed status or use and not based on its value as open space.

Upon changes in status and/or use of the property acquired herein, at its own cost, the City will provide the County an independent MIA appraisal in accordance with this section. The value established by the appraisal will not be binding on the County. The City shall provide the County with written notice prior to the change of use and shall reimburse

the County within 90 days of such notification. Reimbursement not received within 90 days will accrue interest at the then legal rate.

Article VII. Responsibilities of the County

Subject to the terms of this agreement, the County will provide Conservation Futures Levy funds in the amount shown in Attachment A. The City may request additional funds; however, the County has no obligation to provide funds to the City in excess of the amount shown in Attachment A. The County assumes no obligation for future support of the Projects described herein except as expressly set forth in this agreement.

Article VIII. Other Provisions

Section 8.1 -- Hold Harmless and Indemnification.

A. The County assumes no responsibility for the payment of any compensation, fees, wages, benefits or taxes to or on behalf of the City, its employees, contractors or others by reason of this agreement. The City shall protect, indemnify and save harmless the County, its officers, agents and employees from any and all claims, cost and whatsoever occurring or resulting from: 1) the City's failure to pay any compensation, fees, wages, benefits or taxes; and 2) the supplying to the City of works services, materials or supplies by City employees or agents or other contractors or suppliers in connection with or in support of performance of this agreement.

B. The City further agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception, which occurs due to the negligent or intentional acts of this agreement by the City, its officer, employees, agent or representatives.

C. The City shall protect, indemnify and save harmless the County from any and all costs, claims, judgments, or awards of damages, arising out of or in any way

resulting from the negligent acts or omissions of the City, its officers, employees or agents. For purpose of this agreement only, the City agrees to waive the immunity granted it for industrial insurance claims pursuant to Washington Statute Chapter 51 to the extent necessary to extend its obligations under this paragraph to any claim, demand, or cause of action brought by or on behalf of any employee, including judgments, awards and costs arising therefrom including attorney's fees.

Section 8.2 -- Amendment. The parties reserve the right to amend or modify this agreement. Such amendments or modifications must be by written instrument signed by the parties and approved by the respective City and County Councils.

Section 8.3 -- Contract Waiver. No waiver by either party of any term or condition of this agreement shall be deemed or construed to be a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach whether of the same or different provision of this agreement. No waiver shall be effective unless made in writing.

Section 8.4 -- Entirety. This agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated are excluded. This agreement merges and supersedes all prior negotiations, representations and agreements between the parties relating to the projects and constitutes the entire agreement between the parties. The parties recognize that time is of the essence in the performance of the provisions of this agreement.

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

KING COUNTY

Ron Sims
King County Executive

Date: _____
Acting under the authority of
Ordinance _____

CITY OF _____

Approved as to form:

Mayor (or City Manager)

Date: _____

Norm Maleng
King County Prosecuting Attorney

Approved as to form:

City Attorney

ATTACHMENT A
CITY OF _____
CONSERVATION FUTURES ALLOCATION & PROJECT DESCRIPTION

<u>PROJECT NAME</u>	<u>AMOUNT</u>
(Project)	\$

PROJECT DESCRIPTION

**AMENDMENT TO THE CONSERVATION FUTURES
INTERLOCAL COOPERATION AGREEMENT
BETWEEN KING COUNTY AND THE CITY OF _____
FOR OPEN SPACE ACQUISITION PROJECTS**

Preamble

The King County Council, through Ordinance 9128, has established a Conservation Futures Levy Fund and appropriated proceeds to King County, the City of Seattle and certain suburban cities. This amendment is entered into to provide for the allocation of additional funds made available for open space acquisition.

THIS AMENDMENT is entered into between the CITY OF _____ and KING COUNTY, and amends and attaches to and is part thereof of the existing Interlocal Cooperation Agreement entered into between the parties on the _____ day of (Month), (year), as previously amended.

The parties agree to the following amendments:

Amendment 1: Article 1. Recitals

A paragraph is hereby added to the Recitals Section to provide for a Conservation Futures Levy Fund allocation for the _____ Acquisition, and hereafter reads:

- On _____, 200_ the King County Council passed Ordinance _____, which appropriated a total of _____ (\$ _____) in Conservation Futures Levy proceeds to the City of _____ for the _____ acquisition Project. On _____, 200_ The King County Council passed Ordinance _____, authorizing the King County Executive to enter into interlocal agreements with the City _____ for the disbursement of Conservation Futures Funds appropriated in Ordinance _____.

Amendment 2: Article V. Conditions of Agreement

Section 5.1 is appended to include Attachment __, which lists a 200_ Conservation Futures Levy Allocation for the _____ Acquisition project.

Amendment 3: Article VII. Responsibilities of County

The first two sentences of this article are appended to include Attachment __, which lists a 200_ Conservation Futures Levy proceeds allocation for the _____ Acquisition Project:

Subject to the terms of this agreement, the County will provide Conservation Futures Levy Funds in the amounts shown in Attachments A through _ to be used for the Projects listed in Attachments A through __. The City may request additional funds; however, the County has no obligation to provide funds to the City for the Projects in excess of the total amounts shown in Attachments A through __. The County assumes no obligation for the future support of the Projects described herein except as expressly set forth in this agreement.

In all other respects, the terms, conditions, duties and obligations of both parties shall remain the same as agreed to in the Interlocal Cooperation Agreement as previously amended.

This document shall be attached to the existing Interlocal Cooperation Agreement.

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

KING COUNTY

CITY OF _____

Ron Sims
King County Executive

Mayor

Date: _____
Acting under the authority of
Ordinance _____

Date _____
Acting under the authority of
Ordinance:

Approved as to form:

Approved as to form:

NORM MALENG
King County Prosecuting Attorney

City Attorney

EXHIBIT A

200_ CONSERVATION FUTURES LEVY
CITY OF _____ ALLOCATION

Jurisdiction	Project	Allocation
(Name) _____	(Project Name)	\$
TOTAL		\$

Project Description:

City of _____ – (Project Name) \$

Project Descriptions

Seattle CFL Projects:

315425 Burke Gilman Trail - Ballard Link

This project is located south of Market Street between 26th Avenue NW and 28th Avenue NW and consists of the acquisition of a 200 foot long parcel that is the last portion of the Burke Gilman trail not in public ownership. Seattle proposes to purchase this additional width of trail right-of-way to allow the rail line to continue rail use and to safely provide trail users the continuous off-road experience of the Burke-Gilman Trail.

315426 Discovery Park – Capehart Housing Site

This project consists of the acquisition of a significant 23.9-acre inholding in Seattle's Discovery Park, a park of regional significance. The project is located in the Magnolia neighborhood of Seattle, known as the Capehart tract housing site. It will be used as passive-use open space.

315427 Duwamish Head Greenbelt/Fairmount Ravine

This project consists of the acquisition of a 0.4-acre property located in the Duwamish Head Greenbelt, visible from downtown Seattle and Elliot Bay, and is a green gateway to the City. The property is adjacent to the current location of an eagle's nest and has a view of Elliot Bay and downtown Seattle. A house on the property will be removed, although Conservation Futures will not be used to pay for the value of the house. Future use of the site would be for picnicking, wildlife viewing and urban green space.

315429 12th Avenue Urban Center Gathering Space

This project consists of providing funding for the acquisition of needed open space in a high-density designated urban neighborhood centered around 12th Avenue in Seattle. The project is intended to help fill a deficit of green space and park land in this neighborhood of Seattle. The project has been created out of the city's neighborhood planning process.

Project funding contingency: Before CFT funds are dispersed to Seattle for this project, Seattle will propose a final site location to the Conservation Futures Citizens Committee, which will make a recommendation to King County, before King County grants final site location and approval.

Suburban City CFL Projects:

315713 Bellevue CFL (Greenway and Open Space System)

This is a multiple-parcel acquisition project located in the Wilburton, Kelsey Creek, and Richards Valley communities. The first priority for this allocation is for the acquisition of a 20-acre property located at Southeast 5th Street in Bellevue, adjacent to the Bellevue Botanical Gardens. The CFT funds awarded to this project in the 2005 Budget are also approved for expenditure on this same 20-acre parcel as a first priority.

315715 Bothell CFL (Steven parcel /Sammamish River Greenway)

This project consists of the acquisition of an approximately a one-acre riparian woodland parcel located on the Burke-Gilman Trail east of Blythe Park. The property is located just off of the Sammamish River and within Bothell's Sammamish River Greenway, within the largest continuous green corridor along the trail between Lake Washington and Marymoor Park. The property is riparian habitat in a WRIA 8 Tier 1 Chinook migration corridor.

315718 Des Moines CFL (Zenith Park/Massey Creek Open Space)

The Zenith Park/Massey Creek project consists of the acquisition of approximately 11 acres of wooded uplands and riparian habitat along Massey Creek at 16th Avenue South in Des Moines. There are also approximately 6 additional acres in the same current ownership that are currently ball fields for which Conservation Futures funds would not be used for purchase. There are intermittent wetlands on the upper bench off the property that contain blackberries and alder. The lower portion of the site is wooded riparian habitat and is located along Massey Creek, which has some salmonid spawning habitat downstream from this site.

315722 Federal Way CFL (Hylebos Creek)

2005: The State of Washington has purchased the 27 acre Mase property within the original project scope or conservation purposes. The Hylebos Creek project scope is expanded to include nine additional properties with six owners, located on Hylebos Creek from approximately S. 373rd Street to S. 356th Street, totaling approximately 63 acres that meet the conservation purposes of the original project scope. This scope change is at the request of the City of Federal Way and the Friends of Hylebos Creek and has been reviewed and recommended by the Conservation Futures Citizens Oversight Committee.

315724 Issaquah CFL Projects: (M & H/Issaquah 69 Property)

\$150,000 is allocated to this project, which consists of the acquisition of a 40-acre woodland property on the western slope of Squak Mountain, located adjacent to the Forest Rim neighborhood. It is a mature second growth forest that will make a significant addition to the wildlife corridor between Cougar and Squak mountains. This site is also a critical trail connection between Squak Mountain State Park and open space on State Route 900 that was acquired by the City from the Talus Corporation. Funds remaining from the completed Tibbett's Valley Trailhead acquisition (approx. \$65K) will also be used.

(Precipice Trail Corridor Phase 2 (Cougar Mt.))

\$125,000 is allocated to this multiple-parcel acquisition project, which consists of up to 175 acres of forested open space, located on the northeast side of Cougar Mountain, south of Newport Way. The project area adjoins the newly constructed Foothills at Issaquah, a high-density development that provides direct trail access to Cougar Mountain. The proposed project would also provide trail access to Cougar Mountain from Issaquah city center and would help make the Issaquah Alps accessible to regional mass transit users. It also would maintain a scenic forest that is highly visible from Interstate 90.

315725 Kent CFL Projects: (Confluence of Mill Creek and Green River)

\$40,000 is allocated to this 2-acre, 2-parcel open space acquisition project located at the confluence of the Green River and Mill Creek near State Route 167 in Kent. The property contains a wooded ravine on Mill Creek with woody habitat important to fish that congregate at the Mill Creek/Green River confluence. This confluence is an important juvenile fish refuge area for salmon, including Chinook, during flooding events on the Green River.

(Clark Lake)

\$785,000 is allocated to this project, which consists of the acquisition of up to 15.5 acres of open space to complete the major land acquisition work at the city of Kent's Clark Lake Park. The property is bounded by Southeast 248th Street on the south and Clark Lake Park to the north, east, and west. The project site contains residential and adjacent associated structures along SE 248th Street that may be segmented out from the overall open space acquisition. The project will also provide a trail link for a public trail that has long been envisioned around Clark Lake by the City.

315726 Kirkland CFL (Rieger Property)

This project is located at 97th Avenue Northeast and consists of the acquisition of approximately 3.6-acres of habitat as an addition to the City of Kirkland's 66-acre Yarrow Bay Wetland. The site is primarily wetland habitat that contains and also buffers natural shoreline on Lake Washington. There is a critical need for such habitat for the lake's wildlife and aquatic species, including natural forage for Chinook and migratory songbird habitat.

315727 Lake Forest Park CFL

Acquisition of the Wilcox property is in the 17000 block of 35th Avenue NE in Lake Forest Park. The property is slightly under one acre in size. The City intends to purchase the property to use as open space and perhaps to link two neighborhoods via trail on unimproved right of way.

315734 Pacific CFL Projects: (Trail Hub and Spokes Acquisitions)

\$125,000 is allocated to the Trail Hub and Spokes Acquisitions project. This is a multiple-parcel project in the City of Pacific, totaling approximately 7.85 acres and parallel to State Route 167. The project consists of the acquisition of three parcels on a portion of the Interurban trail on Puget Sound Energy (PSE) railway right of way above West Valley Highway and two parcels along the Milwaukee trail PSE utility corridor between 3rd Avenue SW and the Pierce County line. The project provides a trail connection for a significant "missing link" in the interurban regional trail and also a trail connection to the White River Trail.

Pacific and Algona (Wetlands Passive Nature Park/Heron Habitat)

\$150,000 is allocated to the Wetlands Passive Nature Park/Heron Habitat. This is a joint project of the Cities of Pacific and Algona, consisting of the overall acquisition of approximately 32.25 acres of wildlife habitat on five parcels. The project is located along a proposed trail that would link to White River Trail and Interurban Trail, spanning

Ellingson Road, the Government Canal and the Union Pacific right-of-way. A top priority property is located adjacent to Alpac Elementary School and offers the possibility for environmental education in and of itself.

315735 Redmond CFL (Bear Creek Trail & Greenway)

This project consists of the acquisition of two properties, a 0.8-acre parcel and an adjacent trail easement on Avondale Way, south of Union Hill Road in Redmond. The project is situated on Bear Creek and it is one of three or four remaining “missing links” in the Bear Creek Trail that has been under acquisition and development over the past 15 years. The project also provides riparian habitat for a WRIA 8 Tier 1 Chinook buffer on Bear Creek.

315736 Renton CFL (Craig Property)

This project consists of the acquisition of a 3.6-acre woodland property located north of 179th Street and lying adjacent to the City of Renton’s 18-acre Edlund Farm property. The property contains a forested hillside and an unnamed tributary to Panther Creek. The City plans to develop a soft-surface trail on the property that will link with Edlund Farm and the Panther Creek Wetlands.

315738 Sammamish CFL (East Sammamish Greenway/Beaver Lake)

This project consists of the acquisition of a wooded 17-acre riparian wetland and upland site located in the City of Sammamish, north of West Beaver Lake Drive NE between Soaring Eagle Park (formerly called “Section 36”) and the city’s Beaver Lake Natural Area Preserve. The project connects high quality habitat along the Preserve with the high quality habitat in Soaring Eagle Park and enhances the habitat of the nearby Hazel Wolf Wetland Preserve. It also contains an informal community nature trail

315740 Shoreline CFL Projects: (North Hamlin Park Addition)

\$550,000 is allocated to the North Hamlin Park Addition project. This project consists of the acquisition of an 8.3-acre site in the City of Shoreline that contains woodland and open field habitat, bounded to the north by 168th Street Northeast and to the south by 73-acre Hamlin Park. The property contains a mixture of good songbird and urban wildlife habitat.

(South Woods Addition)

\$450,000 is allocated to the South Woods Addition project, which consists of the acquisition of up to 15.6-ares of second growth conifer forest located at 25th Avenue NE and NE 150th Street, immediately south of Shorecrest High School in Shoreline. The forest has songbird habitat and some urban wildlife associated with its mature conifer trees. It also provides forested headwaters for a branch of Thornton Creek and will provide a setting for environmental education for the nearby school.

315187 TDR Program

To provide incentives to the urban areas to increase potential receiving sites for transferred development rights (TDR). Funds would be available to Seattle (or other urban areas) to purchase additional open space in the city, provided they enter into an interlocal agreement with King County and amend their comprehensive plan and other

regulations as needed to allow development rights to be transferred from appropriate King County locations into the city. The purchased open space would help to increase the attractiveness of neighborhoods as they attract more residents. King County would work with Cascade Land Conservancy as necessary. Location: King County urban areas. Size: unrestricted. Scope: acquisition per description above.