

INTERLOCAL AGREEMENT FOR CITY OF SNOQUALMIE ACQUISITION OF FIFTEEN FLOOD-PRONE PARCELS BETWEEN THE KING COUNTY FLOOD CONTROL ZONE DISTRICT AND THE CITY OF SNOQUALMIE

THIS AGREEMENT FOR CITY OF SNOQUALMIE ACQUISITION OF FIFTEEN FLOOD-PRONE PARCELS (“Agreement”), located between Walnut Street and Northern Street in the CITY OF SNOQUALMIE, is entered into on the last date signed below, by and between the CITY OF SNOQUALMIE, a Washington municipal corporation (“City”), and KING COUNTY FLOOD CONTROL ZONE DISTRICT, a quasi-municipal corporation of the State of Washington (“District”) (collectively, the “Parties”).

RECITALS

A. WHEREAS, the District is a quasi-municipal corporation of the State of Washington, authorized to provide funding and support for flood risk reduction projects within King County.

B. WHEREAS, the District and City have identified fifteen (15) flood-prone parcels located between Walnut Street and Northern Street in the City (“Parcels”) for acquisition by the City with funding provided by the District, as listed on Exhibit A attached hereto and incorporated herein by this reference (the “Project”).

C. WHEREAS, acquisition of these Parcels is necessary to increase the level of flood protection for King County’s residents and the District has included funding for these acquisitions in its 2023 adopted budget through Resolution FCD 2023-06.

D. WHEREAS, the Parcels listed on Exhibit A are in the City of Snoqualmie, Washington.

E. WHEREAS, the City desires to acquire the Parcels listed on Exhibit A utilizing the District’s funding.

F. WHEREAS, the Parties are authorized to enter into this Agreement pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act, and agree that time is of the essence in the implementation of this Agreement.

G. WHEREAS, King County, Washington, through the Water and Land Resources Division (“WLRD”) of the King County Department of Natural Resources and Parks as service provider to the District pursuant to an interlocal agreement with the District, collaborates with the City on providing funding and technical review of improvement projects and provides contract management and technical expertise for the District for District-funded projects and will serve in this capacity for the Project.

AGREEMENT

Now therefore, based upon the foregoing recitals and the consideration stated herein, the Parties agree as follows:

1. **Incorporation of Recitals.** All recitals above are hereby incorporated and ratified as part of this Agreement.

2. **District Funding for Project.** The District agrees to provide funding for the Project for the City to acquire the Parcels identified in Exhibit A attached hereto, subject to the terms and conditions in this Agreement:

2.1. **Total Cap.** Allocated funds available to the City for all fifteen purchases provided for in this Agreement are subject to a not to exceed total amount of three million dollars (\$3,000,000.00) (“Funds”).

2.2. **Per Parcel Cap.** Subject to the cap for Funds set out in Section 2.1, the District’s contribution of Funds to the purchase of each parcel purchased for this Project shall not exceed \$600,000 or 75% of the total purchase price, whichever is lower.

2.3. **Required Easement.** As a component of each purchase utilizing the District’s Funds, the City shall record a conservation easement (using King County’s template easement) on each parcel within thirty (30) days of the purchase, in a form acceptable to the District.

2.4. **Required Timeline.** The District’s Funds provided through this Agreement shall only be available to the City for purchases that close prior to December 31, 2028, provided all purchases must meet all other requirements set out herein to remain eligible for Funds and subject to the District’s right to terminate set out in Section 4 of this Agreement. The District will not provide Funds for any purchases closing after December 31, 2028, under this Agreement.

3. **Requirements for City to Access District Funds for Project.** Subject to the Parties’ rights to terminate this Agreement as set out in Section 4 below, the Funds will be available for the Project, subject to the limitations provided in Section 2 (above) and the rights and contingencies provided in Sections 4.1 and 4.3 (below), and further subject to the City’s compliance with the following procedures:

3.1. **Submission of a Charter.** As required by District Resolution FCD2021-16, the City shall prepare and submit for District approval a Project Charter (inclusive of an Outreach and Communication Plan) in conformance with WLRD’s Project Management Manual. Work performed to prepare the Project Charter shall not be eligible for District Funds.

3.2. Project Scope of Work. Upon the District’s approval of the Project Charter, the Project Charter shall be automatically incorporated into this Agreement as Exhibit B hereto, without further action by either party. Subject to the terms of this Agreement, the Funds shall only be used by the City for the performance of the Project, and specifically those tasks identified in the approved Project Charter, attached hereto as Exhibit B and incorporated herein by this reference. Modifications to and deviations from the Project Charter by the City shall require advance written approval from the District’s Executive Director.

4. Term. This Agreement shall be effective upon mutual execution of this Agreement (“Effective Date”). The Agreement shall terminate upon completion of the tasks identified in the Project’s Charter, unless earlier terminated in accordance with the terms of this Agreement. If the District does not approve a Project Charter within two (2) years of the Effective Date, this Agreement shall automatically terminate.

4.1. The District may terminate this Agreement at any time by written notice to the City, and the City shall immediately terminate work upon receipt of notice to terminate, provided that the City may continue to submit reasonable requests for reimbursement up to the amount of funds appropriated in the approved District annual budget for work that was performed prior to the date of termination. The City shall ensure that all contracts it executes for this Project, including those for acquisitions of real property, shall be consistent with the Parties’ right to terminate this Agreement.

4.2. The City may terminate this Agreement at any time by written notice to the District, and the District shall have no obligation to provide Funds for work occurring after the date of termination.

4.3. The Funds appropriated for this Project in the District’s 2023 Annual Budget in the total amount of \$3,000,000, for expenditure in 2023. To the extent that the Project requires future appropriations or carryover to a future budget year by the District, the District’s obligations are contingent upon the appropriation of sufficient funds. If the District does not appropriate funds in future budget years following 2023 for the Project, this Agreement shall automatically terminate.

4.4. Consistent with Section 2.4 and subject to the District’s right to terminate the Agreement earlier set out in this Section, this Agreement will automatically terminate on December 31, 2028, provided the City may submit for reimbursement for authorized work performed prior to December 31, 2028, until February 28, 2029. .

5. Permitting and Compliance. At all times relevant to the City’s performance under the terms of the Agreement, the City shall comply with all applicable federal, state and local laws and regulations. The City shall obtain and be responsible for all necessary local, state, and federal permits and approvals for the Project, and shall fully comply with all applicable requirements and conditions thereof.

5.1. The City shall obtain and be responsible for all necessary property rights, special use permits, easements, or property acquisitions. Access to private properties for the Project are the sole responsibility of the City, and the District shall notify the City when District access is necessary to effectuate the District's performance under this Agreement.

5.2. Compliance with Laws and Regulations. The City shall be responsible for compliance with all applicable laws and regulations, and for obtaining all required permits, approvals and licenses in connection with the Project, including compliance with all applicable laws and regulations pertaining to the City's negotiation, acquisition, relocation and reestablishment, and payment processes.

5.3. Inspections. The District, including its service provider WLRD, may provide technical assistance to the City and coordinate with the City as required within King County's jurisdiction. The District, including its service provider WLRD, shall have the right to inspect and audit the City's Project at the District's request upon reasonable notice to the City.

5.4. Discriminatory Practices Prohibited. Throughout the term of this Agreement, the City shall fully comply with all equal employment and nondiscrimination provisions of applicable local, state and federal laws.

6. Ownership of Improvements. Notwithstanding the funding arrangements provided herein, the City shall be and become the sole owner of the Parcels upon completion of the purchases thereof and shall have sole responsibility thereafter for all maintenance and repair, provided the City shall execute and record conservation easements in a form acceptable to the District for each parcel purchased for this Project.

7. Impact on Other Reaches or Segments. The District and the City agree that the Project under this Agreement shall not have a detrimental effect on storm conveyance in Snoqualmie basin.

8. District Capital Project Approval Process. The City shall review and adhere to the requirements set out in District Resolution FCD 2021-16, including the terms of WLRD's Project Management Manual, including but not limited to the provisions pertaining to acquisition and associated relocation.

9. Retention and Review of Documents. The City agrees to maintain documentation of all planning, analysis, acquisition, and relocation/reestablishment sufficient to meet District and state audit standards for a capital project, recognizing that the costs of the Project are paid for in whole or in part by the City and the District. The City agrees to maintain any additional documentation that is requested by the District. City contracts and internal documents (except for documents protected by the attorney-client privilege or work product doctrine, if applicable) shall be made available to the District for review and/or independent audit upon request. The Parties shall retain all records in accordance with the Washington State Retention Schedules and shall

comply with the Washington State Public Records Act, Ch 42.56 RCW. The City shall submit to the District the final report of this Project, in a form and with detail required by the District.

10. Payment of Funds. The City may submit for reimbursement from the Funds the City's eligible actual and reasonable purchase costs for the Project incurred on or after July 11, 2023, subject to the terms and conditions of this Agreement:

10.1. The City may submit requests for reimbursement of the City's actual and reasonable purchase costs incurred on or after July 11, 2023, and prior to the termination of this Agreement for the Project no more than once per quarter, for a maximum of four (4) submissions per year. The requests shall be in a form and shall contain information and data as required by the District. In connection with submittal of requests for reimbursement, the District may require the City to provide a status or progress report concerning submittal, preparation or completion of any document or work required by this Agreement.

10.2. The District shall review the requests to confirm that they are reimbursable and payable under this Agreement. Requests for reimbursement will be reviewed for compliance with the procedures, requirements and restrictions set out in this Agreement as well as the District's relevant policies and procedures. The District shall endeavor to complete such review within thirty days of receipt of a request in order to determine whether they are reimbursable and payable under this Agreement. The District shall forward a response to the requested reimbursement to the City within forty-five days of the City's request.

10.3. The District may postpone review of a City request for reimbursement where all or any part of the request is unreasonable, inaccurate or incomplete. The District shall notify the City of any inaccuracies or incompleteness within thirty (30) days of receipt of the request. The City shall provide all additional information or data within thirty (30) days of the District's request for such additional information or data. If the request is still unreasonable, inaccurate or incomplete in the opinion of the District, the dispute shall be resolved in accordance with the terms herein.

10.4. The District may postpone payment of any request for reimbursement, up to a maximum of five percent (5%) of the request, where the City is delinquent in submittal, preparation or completion of any document or work required by this Agreement.

10.5. The District may reject a request and withhold payment(s) where the City has failed to comply with Section 2.3 of this Agreement for any of the parcels purchased as part of the Project. Provided the Agreement has not been terminated, the City may resubmit a request rejected pursuant to this Section as long as the resubmission includes evidence that the City has remedied its failure and complied with Section 2.3.

11. General Provisions.

11.1. Third Parties. This Agreement and any activities authorized hereunder shall not be construed as granting any rights or privileges to any third person or entity, or as a guarantee or warranty of protection from flooding or flood damage to any person, entity or property, and nothing contained herein shall be construed as waiving any immunity to liability to the City, the District or King County, granted under state statute, including Chapters 86.12 and 86.15 RCW, or as otherwise granted or provided for by law.

11.2. Liens and Encumbrances. The City acknowledges and agrees that it will not cause or allow any lien or encumbrance arising from or related to this Agreement to be placed upon the real property interests of King County and the District. If such lien or encumbrance is so placed, King County and the District shall have the right to remove such lien and charge back the costs of such removal to the City.

11.3. Indemnification. The City shall defend, indemnify and hold harmless the District and King County, and all of their officials, employees, principals, agents and insurers, from any and all claims, demands, suits, actions, losses, costs, attorney fees and expenses, fines, penalties and liability of any kind, including but not limited to injuries to persons or damages to property, relating to, in connection with, or arising out of, whether directly or indirectly, or as a consequence of, the Project, this Agreement, the City's use of the Funds, or the City's exercise of its obligations, rights or privileges under this Agreement, except the City shall have no duty to defend or indemnify King County for claims, demands, suits, actions, losses or liabilities (including attorney fees and expenses) that arise out of the sole negligence of King County.

The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under industrial insurance, Title 51 RCW, as respects the other Party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of claims made by the indemnitor's employees. This waiver has been mutually negotiated.

The City's obligations under this Section shall survive any termination of this Agreement.

11.4. Insurance. The City shall require its consultants and agents to maintain insurance as required by Snoqualmie in its standard contracts for acquisition projects, and to name the District as an additional insured on their required insurance. The City shall also require any professional services consultants, subconsultants, contractors, or subcontractors to carry appropriate levels of Professional Liability insurance coverage during the course of design, engineering, and construction as required by Snoqualmie in its standard contracts. Upon request, the City shall also provide a letter evidencing its self-insured status and policy coverage. The City's obligations under this Section shall survive any termination of this Agreement.

11.4.1. The City's insurance coverage shall be primary insurance with respect to the District. Any insurance, self-insurance, or insurance pool coverage maintained by the District shall be in excess of the City's insurance and shall not contribute to it.

11.4.2. The City shall waive its rights of subrogation against the District for all claims and suits.

11.4.3. The coverage shall apply separately to each insurance against whom a claim is made or a suit is brought, except with respect to the limits of the insurer's liability.

11.4.4. Upon receipt of notice from its insurer(s), the City shall provide the District with notice of cancellation within three (3) days. It is hereby understood and agreed that the policy may not be canceled nor the intention not to renew be stated until ninety (90) days after receipt by the District, by registered mail, of a written notice addressed to the Chair of such intent to cancel or not to renew. If the insurance is canceled or reduced in coverage, the City shall provide a replacement policy or this Agreement is immediately terminated.

11.4.5. The City's maintenance of insurance policies required by this Agreement shall not be construed to limit the liability of the City to the coverage provided in the insurance policies, or otherwise limit the District's recourse to any other remedy available at law or in equity.

11.4.6. The District reserves the right, during the term of the Agreement, to require any other insurance coverage or adjust the policy limits as it deems reasonably necessary utilizing sound risk management practices and principals based upon the loss exposures. Prior to imposing such additional coverage or adjusting existing required coverages or limits, the District shall provide reasonable notice to the City and an opportunity to provide comments, and the District shall review and consider such comments that are timely made.

11.5. Dispute Resolution. The Parties will seek to resolve any disputes under this Agreement as follows:

11.5.1. For disputes involving cost reimbursements or payments, submittal of all relevant information and data to an independent Certified Public Accountant or a Construction Claims Consultant, if agreed upon by the Parties, for a non-binding opinion as to the responsibility.

11.5.2. If the foregoing does not result in resolution and for all other disputes, the Parties may mutually select any informal means of resolution and resort will otherwise be had to the Superior Court for King County, Washington. Each Party will be responsible for its own costs and attorney's fees in connection with the dispute resolution provisions of this paragraph.

11.6. Entire Agreement; Amendment. This Agreement, together with Exhibits A and B hereto, represents a full recitation of the rights and responsibilities of the Parties and may be modified only in writing and upon the consent of both Parties. Should any conflict exist between the terms of this Agreement and the terms of the Exhibits, this Agreement shall control.

11.7. Notices, Communications and Documents. Unless applicable law requires a different method of giving notice, any and all notices, demands or other communications required or desired to be given hereunder by either Party (collectively, "notices") shall be in writing and shall be validly given or made to the other Party if delivered either personally or by Federal Express or other overnight delivery service of recognized standing, or if deposited in the United States Mail, certified, registered, or express mail with postage prepaid, or if sent by electronic mail. If such notice is personally delivered, it shall be conclusively deemed given at the time of such delivery. If such notice is delivered by Federal Express or other overnight delivery service of recognized standing, it shall be deemed given one business day after the deposit thereof with such delivery service for overnight delivery. If such notice is mailed as provided herein, such shall be deemed given three business days after the deposit thereof in the United States Mail. If such notice is sent by electronic mail, it shall be deemed given at the time of the sender's transmission of the electronic mail communication, unless the sender receives a response that the electronic mail message was undeliverable. Each such notice shall be deemed given only if properly addressed to the Party to whom such notice is to be given as follows:

To City: Emily Arteche, Community Development Director
City of Snoqualmie
38624 SE River Street
P.O. Box 987
Snoqualmie, WA 98065
Phone: (425) 888-8007
Email: EArteche@snoqualmiewa.gov

To District: Michelle Clark, Executive Director
King County Flood Control District
516 Third Avenue, Room 1200
Seattle, WA 98104
Phone: (206) 477-2985
Email: Michelle.Clark@kingcounty.gov

11.8 Authority. The undersigned warrant that they have the authority duly granted by their respective legislative bodies to make and execute this Agreement. This Agreement will be approved and filed in accordance with Chapter 39.34 RCW.

11.9 Severability. If any word, article, section, subsection, paragraph, provision, condition, clause, sentence, or its application to any person or circumstance (collectively referred to as "Term"), shall be held to be illegal, invalid, or unconstitutional for any reason by any court or agency of competent jurisdiction, such Term declared illegal, invalid or unconstitutional shall be severable and the remaining Terms of the Agreement shall remain in full force and effect unless to do so would be inequitable or would result in a material change in the rights and obligations of the Parties hereunder.

11.10 No Joint Venture. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture, or principal-agent relationship or other arrangement between the City and the District. Neither Party is authorized to, nor shall either Party act toward third Persons or the public in any manner which would indicate any such relationship with the other.

11.11 Force Majeure. In the event either party is prevented or delayed in the performance of any of its obligations herein due to circumstances beyond its control or by reason of a force majeure occurrence, such as, but not limited to, acts of God, acts of terrorism, war, riots, civil disturbances, natural disasters, floods, tornadoes, earthquakes, unusually severe weather conditions, employee strikes and unforeseen labor or availability of materials conditions not attributable to the City's employees or agents, neither party shall be deemed in breach of provisions of this Agreement.

11.12 Venue/Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State of Washington. Any action brought relative to enforcement of this Agreement, or seeking a declaration of rights, duties or obligations herein, shall be initiated in King County Superior Court.

IN WITNESS WHEREOF, the parties have executed this Agreement, which shall become effective on the last date signed below.

CITY OF SNOQUALMIE

KING COUNTY FLOOD CONTROL DISTRICT

By: _____
Katherine Ross
Its: Mayor

By: _____
Reagan Dunn
Its: Board Chair

DATE: _____

DATE: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
City Attorney

By: _____
Legal Counsel

EXHIBIT A

Flood Prone Parcels for Acquisition

1) KING COUNTY PARCEL NO.: 7850200060

LEGAL DESCRIPTION:

BEGINNING AT THE SOUTHWEST CORNER OF RESERVE NO. 11, REPLAT OF THOSE RESERVES IN THE PLAT OF SNOQUALMIE FALLS, KING COUNTY, WASHINGTON, THAT LIES EAST OF FALLS AVENUE AND NORTH OF ALPHA STREET, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 15 OF PLATS, PAGE 43, RECORDS OF KING COUNTY, WASHINGTON;

THENCE EAST ALONG THE SOUTH LINE OF RESERVE NO. 11 AND SAID SOUTH LINE EXTENDED TO A POINT THEREON WHICH IS 10 FEET WEST OF THE SOUTHWEST CORNER OF BLOCK 3 OF SNOQUALMIE FALLS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 6 OF PLATS, PAGE 51, RECORDS OF KING COUNTY, WASHINGTON;

THENCE NORTH PARALLEL WITH AND 10 FEET WEST OF THE WEST LINE OF SAID BLOCK 3 TO THE CENTER LINE OF VACATED ADJOINING RESERVE NO. 10 OF SAID REPLAT ON THE SOUTH;

THENCE EAST ALONG SAID CENTER LINE 10 FEET TO THE WEST LINE OF SAID BLOCK 3;

THENCE NORTH TO THE NORTHEAST CORNER OF SAID RESERVE NO. 10;
THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF SAID RESERVE NO. 10 TO THE NORTHERLY EXTENSION OF THE WEST LINE OF SAID RESERVE NO. 11;

THENCE SOUTH TO THE POINT OF BEGINNING;

TOGETHER WITH THAT PORTION OF LOT 4 AND SAID CERTAIN TRACT OF LAND WHICH LIES WESTERLY OF THE FOLLOWING DESCRIBED LINE AS ESTABLISHED IN AGREED ORDER AND JUDGEMENT QUIETING TITLE FILED FEBRUARY 28, 2000, IN KING COUNTY SUPERIOR COURT CAUSE NUMBER 95-2-32334-1SEA AND RECORDED UNDER RECORDING NO. 2000030300490;

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 4;

THENCE WEST ALONG SAID SOUTH LINE EXTENDED, 10 FEET, TO THE TRUE POINT OF BEGINNING;

THENCE NORTH ALONG A LINE ENDING AT THE NORTH LINE EXTENDED EAST OF SAID RESERVE NUMBER 11, 35.45 FEET;

THENCE LEAVING SAID LINE ENDING AT THE NORTH LINE EXTENDED EAST OF SAID RESERVE NUMBER 11, NORTH 86 DEGREES, 12' 41" EAST 5.25 FEET;

THENCE NORTH 07 DEGREES 48' 28" EAST 52.91 FEET;

THENCE NORTH 60 DEGREES 31' 15" WEST 14.27 FEET TO INTERSECT SAID LINE ENDING AT THE NORTH LINE EXTENDED EAST OF SAID RESERVE NUMBER 11;

THENCE NORTH 25.00 FEET TO INTERSECT THE NORTH LINE EXTENDED EAST OF RESERVE NUMBER 11 AND THE TERMINUS OF THIS LINE DESCRIPTION;

SITUATE IN THE CITY OF SNOQUALMIE, COUNTY OF KING, STATE OF WASHINGTON.

2) KING COUNTY PARCEL NO.: 7849200060

LEGAL DESCRIPTION:

LOT 4 IN BLOCK 3 OF SNOQUALMIE FALLS, AS PER PLAT RECORDED IN VOLUME 6 OF PLATS, PAGE 51, RECORDS OF KING COUNTY AUDITOR;

AND THAT CERTAIN TRACT OF LAND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 4;

THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 4 EXTENDED, 10 FEET;

THENCE NORTH TO THE NORTH LINE EXTENDED EAST OF RESERVE NUMBER 11, REPLAT OF THOSE RESERVES IN THE PLAT OF SNOQUALMIE FALLS, KING COUNTY, WASHINGTON, THAT LIES EAST OF FALLS AVENUE AND NORTH OF ALPHA STREET, AS PER PLAT RECORDED IN VOLUME 15 OF PLATS, PAGE 43, RECORDS OF KING COUNTY AUDITOR;

THENCE EAST ALONG SAID NORTH LINE EXTENDED TO THE WEST LINE OF SAID LOT 4;

THENCE SOUTH TO THE POINT OF BEGINNING;

EXCEPT THAT PORTION OF SAID LOT AND SAID CERTAIN TRACT OF LAND WHICH LIE WESTERLY OF THE FOLLOWING DESCRIBED LINE AS ESTABLISHED IN AGREED ORDER AND JUDGEMENT QUIETING TITLE ENTERED FEBRUARY 24, 2000, IN KING COUNTY SUPERIOR COURT CAUSE NO. 95-2-32334-1 SEA;

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 4;

THENCE WEST ALONG SAID SOUTH LINE EXTENDED, 10 FEET, TO THE TRUE POINT OF BEGINNING;

THENCE NORTH ALONG A LINE ENDING AT THE NORTH LINE EXTENDED EAST OF SAID RESERVE NUMBER 11, 35.45 FEET;

THENCE LEAVING SAID LINE ENDING AT THE NORTH LINE EXTENDED EAST OF SAID RESERVE NUMBER 11, NORTH 86° 12' 41" EAST 5.25 FEET;

THENCE NORTH 07° 48' 28" EAST 52.91 FEET;

THENCE NORTH 60° 31' 15" WEST 14.27 FEET TO INTERSECT SAID LINE ENDING AT THE NORTH LINE EXTENDED EAST OF SAID RESERVE NUMBER 11;

THENCE NORTH 25.00 FEET TO INTERSECT THE NORTH LINE EXTENDED EAST OF RESERVE NUMBER 11 AND THE TERMINUS OF THIS LINE DESCRIPTION;

AND EXCEPT THAT PORTION OF SAID LOT 4 DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 4;

THENCE WEST ALONG THE SOUTH LINE THEREOF 9 FEET;

THENCE NORTHEASTERLY TO THE NORTHEAST CORNER OF SAID LOT 4;

THENCE SOUTH TO THE POINT OF BEGINNING;

SITUATE IN THE CITY OF SNOQUALMIE, COUNTY OF KING, STATE OF WASHINGTON.

3) KING COUNTY PARCEL NO.: 7849200055

LEGAL DESCRIPTION:

LOT 3 AND A PORTION OF LOT 4, LYING EAST OF A LINE DRAWN FROM THE NORTHEAST CORNER OF LOT 4 TO A POINT ON THE SOUTH LINE 9 FEET WEST OF THE SOUTHEAST CORNER, ALL IN BLOCK 3, SNOQUALMIE FALLS, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 6 OF PLATS, AT PAGE 51, RECORDS OF KING COUNTY AUDITOR; SITUATE IN THE CITY OF SNOQUALMIE, COUNTY OF KING, STATE OF WASHINGTON.

4) KING COUNTY PARCEL NO.: 7849200041

LEGAL DESCRIPTION:

PARCEL A:

THE WEST HALF OF LOT 1, AND ALL OF LOT 2, BLOCK 3, SNOQUALMIE FALLS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 6 OF PLATS, PAGE 51, IN KING COUNTY, WASHINGTON;

TOGETHER WITH THE NORTH HALF OF VACATED PARK STREET ADJOINING SAID PREMISES ON THE SOUTH;

PARCEL B:

LOT 2, BLOCK 4, SNOQUALMIE FALLS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 6 OF PLATS, PAGE 51, IN KING COUNTY, WASHINGTON;

TOGETHER WITH THE SOUTH HALF OF VACATED PARK STREET ADJOINING SAID PREMISES ON THE NORTH;

EXCEPT ROADS;

SITUATED IN THE COUNTY OF KING, STATE OF WASHINGTON.

5) KING COUNTY PARCEL NO.: 7849200040

LEGAL DESCRIPTION:

THE EAST HALF OF LOT 1, BLOCK 3, SNOQUALMIE FALLS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 6 OF PLATS, PAGE 51, IN KING COUNTY, WASHINGTON;

TOGETHER WITH THAT PORTION OF THE STREET VACATED BY ORDINANCE NO. 124 OF THE TOWN OF SNOQUALMIE ADJOINING SAID LOT 1 ON THE EAST, LYING NORTH OF THE EASTERLY PRODUCTION OF THE SOUTH LINE OF SAID LOT 1 AND WEST OF TRACT 17,

SNOQUALMIE MEADOWBROOK ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 49 OF PLATS, PAGE 90, IN KING COUNTY, WASHINGTON;

SITUATE IN THE CITY OF SNOQUALMIE, COUNTY OF KING, STATE OF WASHINGTON.

6) KING COUNTY PARCEL NO.: 7849200064

LEGAL DESCRIPTION:

LOT 1, BLOCK 4 OF SNOQUALMIE FALLS, ACCORDING TO THE PLAT RECORDED IN VOLUME 6 OF PLATS, PAGE 51, RECORDS OF KING COUNTY, WASHINGTON,

TOGETHER WITH THAT PORTION OF VACATED PARK AVENUE LYING BETWEEN LOT 1 IN BLOCK 3 AND LOT 1 IN BLOCK 4 OF SNOQUALMIE FALLS, AS PER PLAT RECORDED IN VOLUME 6 OF PLATS, PAGE 51, RECORDS OF KING COUNTY;

EXCEPT THE WEST HALF OF THE NORTH HALF THEREOF.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

7) KING COUNTY PARCEL NO.: 7849200425

LEGAL DESCRIPTION:

LOT 4, BLOCK 8, PLAT OF SNOQUALMIE FALLS, ACCORDING TO THE PLAT RECORDED IN VOLUME 6 OF PLATS, PAGE 51, RECORDS OF KING COUNTY, WASHINGTON;

EXCEPT THE SOUTHWESTERLY 8 FEET, DEEDED TO THE TOWN OF SNOQUALMIE BY DEED RECORDED UNDER RECORDING NO. 2559906, IN KING COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

8) KING COUNTY PARCEL NO.: 7849200450

LEGAL DESCRIPTION:

LOT 9, BLOCK 8, SNOQUALMIE FALLS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 6 OF PLATS, PAGE 51, IN KING COUNTY, WASHINGTON;

EXCEPT THE SOUTHWESTERLY 8 FEET THEREOF CONVEYED TO THE TOWN OF SNOQUALMIE FOR STREET PURPOSES RECORDED UNDER RECORDING NUMBER 2559912.

9) KING COUNTY PARCEL NO.: 7849200455

LEGAL DESCRIPTION:

LOT 10, BLOCK 8, SNOQUALMIE FALLS, ACCORDING TO THE PLAT THEREOF RECORDED ON VOLUME 6 OF PLATS, PAGE 5, IN KING COUNTY, WASHINGTON;

EXCEPT THE SOUTHWESTERLY 8 FEET THEREOF CONVEYED TO THE TOWN OF SNOQUALMIE FOR WIDENING OF RAILROAD BOULEVARD BY DEED RECORDED UNDER KING COUNTY RECORDING NO. 2559913.

10) KING COUNTY PARCEL NO.: 7849200460

LEGAL DESCRIPTION:

THAT PORTION OF LOT 11 IN BLOCK 8 OF SNOQUALMIE FALLS, AS PER PLAT RECORDED IN VOLUME 6 OF PLATS, PAGE 51, RECORDS OF KING COUNTY, AND OF A TRACT OF LAND LYING BETWEEN THE SOUTHERLY LINE OF SAID BLOCK 8 OF NORTHERLY LINE OF BLOCK 9 IN SAID

PLAT, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF LOT 10 IN SAID BLOCK 8;
THENCE SOUTHEASTERLY, ALONG THE SOUTHWESTERLY LINE OF SAID BLOCK 8 EXTENDED
78 FEET;

THENCE, AT RIGHT ANGLES TO SAID SOUTHWESTERLY LINE, NORTHEASTERLY TO AN
INTERSECTION WITH THE NORTHEASTERLY LINE OF SAID LOT 11;

THENCE NORTHWESTERLY, ALONG SAID NORTHEASTERLY LINE OF LOT 11, TO THE MOST
NORTHERLY CORNER OF SAID LOT;

THENCE SOUTHWESTERLY, ALONG THE NORTHWESTERLY LINE OF SAID LOT 11, TO THE
POINT OF BEGINNING;

EXCEPT THE SOUTHWESTERLY 8 FEET THEREOF HERETOFORE CONVEYED TO THE TOWN OF
SNOQUALMIE FOR RAILROAD AVENUE NORTH;

SITUATE IN THE CITY OF SNOQUALMIE, COUNTY OF KING, STATE OF WASHINGTON.

11) KING COUNTY PARCEL NO.: 5417600175

LEGAL DESCRIPTION:

LOT 1, BLOCK 4, MEADOWBROOK 2ND ADDITION TO SNOQUALMIE FALLS, ACCORDING TO THE
PLAT THEREOF RECORDED IN VOLUME 26 OF PLATS, PAGE 50, RECORDS OF KING COUNTY
WASHINGTON. SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

12) KING COUNTY PARCEL NO.: 5417600210

LEGAL DESCRIPTION:

LOT 8, BLOCK 4, MEADOW BROOK 2ND ADDITION TO SNOQUALMIE FALLS, ACCORDING TO THE
PLAT THEREOF RECORDED IN VOLUME 26 OF PLATS, PAGE 50, RECORDS OF KING COUNTY,
WASHINGTON;

EXCEPT BEGINNING AT SOUTHWEST CORNER OF SAID LOT 8; THENCE SOUTH 59° 00' 01" EAST
219.45 FEET; THENCE NORTH 30° 59' 59" EAST 392.5 FEET TO RIVER; THENCE SOUTH 60° 09' 02"
WEST 449.4 FEET TO POINT OF BEGINNING;

ALSO EXCEPT BEGINNING AT MOST EASTERLY CORNER OF LOT 7, SAID BLOCK 4; THENCE
NORTHWESTERLY ALONG THE NORTHEASTERLY LINES OF LOTS 4, 5, 6 AND 7, SAID BLOCK, A
DISTANCE OF 220 FEET; THENCE NORTH 30° 59' 59" EAST PARALLEL WITH SOUTHEASTERLY
LINE OF SAID LOT 8, A DISTANCE OF 90 FEET; THENCE SOUTHEASTERLY PARALLEL WITH
EASTERLY LINE OF SAID LOTS 4, 5, 6 AND 7, TO THE SOUTHEASTERLY LINE OF SAID LOT 8;

THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY LINE OF SAID LOT 8, TO THE POINT
OF BEGINNING.

SITUATE IN THE CITY OF SNOQUALMIE, COUNTY OF KING, STATE OF WASHINGTON.

13) KING COUNTY PARCEL NO.: 5417600215

LEGAL DESCRIPTION:

LOT 2 AND ALL THAT WESTERLY PORTION OF LOT 8, BLOCK 4, MEADOWBROOK 2ND ADDITION TO SNOQUALMIE FALLS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 26 OF PLATS, PAGE 50, RECORDS OF KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 8;
THENCE SOUTH 59° 00' 01" EAST ALONG THE SOUTH LINE OF SAID LOT 219.45 FEET;
THENCE NORTH 30° 59' 59" EAST 392.5 FEET TO THE BANK OF THE SNOQUALMIE RIVER;
THENCE SOUTH 60° 09' 02" WEST 449.4 FEET TO THE POINT OF BEGINNING.

SITUATE IN THE STATE OF WASHINGTON, COUNTY OF KING.

14) KING COUNTY PARCEL NO.: 5417600225

LEGAL DESCRIPTION:

THAT PORTION OF LOT 9, BLOCK 4, MEADOWBROOK 2ND ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 26 OF PLATS, PAGE 50, RECORDS OF KING COUNTY, WASHINGTON, LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE MOST SOUTHERLY CORNER OF LOT 9 OF SAID BLOCK 4; THENCE NORTH 30 DEGREES 59 MINUTES 59 SECONDS EAST 250.00 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 4 DEGREES 27 MINUTES 59 SECONDS EAST 410.20 FEET TO THE SOUTHEASTERLY LINE OF THE SNOQUALMIE RIVER.

SUBJECT TO ALL EASEMENTS, RESERVATIONS, RESTRICTIONS AND AGREEMENTS OF RECORD.

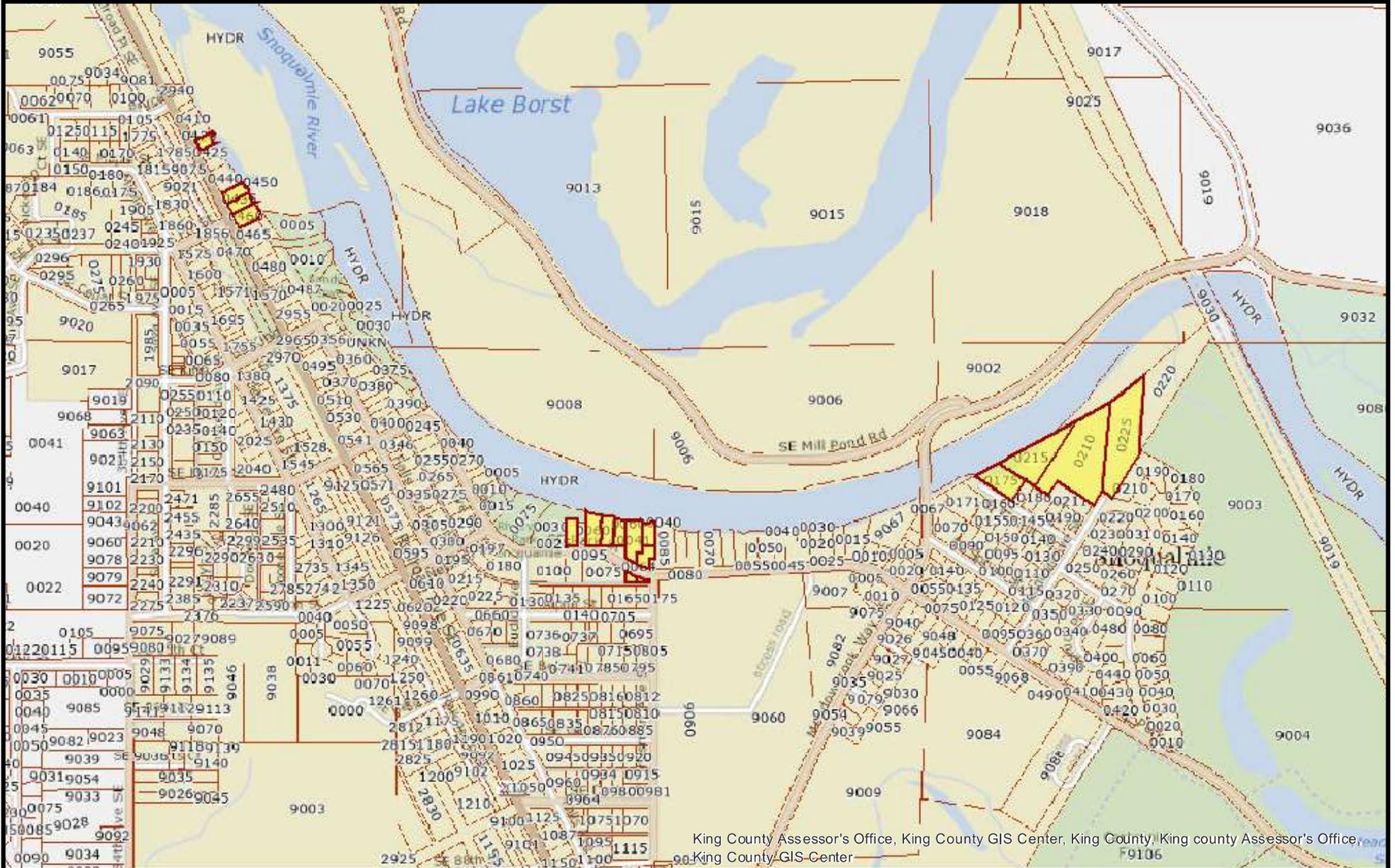
15) KING COUNTY PARCEL NO.: 7849200025

LEGAL DESCRIPTION:

LOT 1 IN BLOCK 2 OF PLAT OF SNOQUALMIE FALLS, AS PER PLAT RECORDED IN VOLUME 6 OF PLATS, PAGE 51, RECORDS OF KING COUNTY AUDITOR;

TOGETHER WITH THE SOUTH HALF OF VACATED STREET ADJOINING ON THE NORTH.
SITUATE IN THE CITY OF SNOQUALMIE, COUNTY OF KING, STATE OF WASHINGTON.

King County



King County Assessor's Office, King County GIS Center, King County Assessor's Office,
 King County GIS Center
 F9106

The information included on this map has not been compiled by King County staff from a variety of sources and is subject to change without notice. King County makes no representations or warranties, express or implied, as to accuracy, completeness, timeliness, or rights to the use of such information. This document is not intended for use as a survey product. King County shall not be liable for any general, special, indirect, incidental, or consequential damages including, but not limited to, lost revenues or lost profits resulting from the use or misuse of the information contained on this map. Any sale of this map or information on this map is prohibited except by written permission of King County.

Date: 10/13/2023



King County



Project Charter			Version 01	
Project Name	Snoqualmie Riverwalk Property Acquisitions			
Sponsor/Client	City of Snoqualmie			
Project Number		Date	10/11/2023	
Project Manager	Emily Arteche	Email	earteche@snoqualmiewa.gov	

Charter Objective: The objective of the charter is to document the information as it is known at the beginning of the project – not to get into the planning itself. A good charter creates a summary of the project. It's a very succinct way of sharing good, concrete information about the project with individuals who have questions about the project later. The project charter is a short, 3-4 page document that allows us to have that initial discussion, before launching into detailed planning. It is also a tool to make sure we've brought everyone together and have them on the same page regarding what the project needs to be. It's a very important step to deal with stakeholder expectations.

Project Statement	<u>What</u> is the project? Provide a brief sentence or two about what the project is.
	The purchase of 15 parcels along the Snoqualmie River needed for Riverwalk including parcels: 7850200060, 7849200060, 7849200055, 7849200041, 7849200040, 7849200064, 7849200425, 7849200450, 7849200455, 7849200460, 5417600175, 5417600210, 5417600215, 5417600225, and 7849200025.
Need/Justification	Why is it important to achieve the project scope, to be doing this project now? What is expected to be achieved by executing the project? This is a high level business justification.
	The Snoqualmie Riverwalk project can't start until land is assembled and the purchase of the 15 parcels is complete.
Objectives/Deliverables	What will be the outcome of the project? What does the world look like when the project is done (what does DONE look like)? State the objectives to be SMART (Specific [clear & explicit], Measurable, Attainable, Relevant [what is the benefit gained] and Time-bound [completion date]).
	1. The land needs to be assembled before designing and building the proposed Riverwalk, which will be a formalized non-motorized trail built to follow the edge of the primary river running through the central business district (CBD) of the City of Snoqualmie.
	2. Acquisition of 15 parcels identified in FCD Resolution FCD2023-06 is timed to occur approximately between December 2023 and December 2034 <u>31, December 31, 2028</u> <i>TK</i>
	3. Negotiations of purchase and sale agreements will be based on funds available, discussions with the city council and the property owner(s), and the completion of a professional appraisal. All sales will be voluntary.
Stakeholders	A stakeholder is anyone who is involved, impacted, or perceives themselves as being impacted by a project. Who is the project sponsor? What other stakeholders have already been identified? We can do a more detailed stakeholder analysis later <u>but this lets people begin to raise awareness of stakeholders.</u>
	1. The <u>City of Snoqualmie</u> is the project sponsor. <i>Flood District TK</i> 2. Other stakeholders are the property owners of 15 parcels identified to purchase, as well as the businesses located in the CBD who will benefit from the eventual completion of the Riverwalk.
Project Team Role and Responsibilities	Who will be on the team? Are there some roles/responsibilities that need to be clarified now before the detailed planning begins? Are you clear on your responsibilities as the project manager?
	1. City of Snoqualmie Community Development and Parks and Public Works Departments, 2. King County Real Estate, 3. King County Conservation Futures, <i>TK</i> 4. King County Flood Control District. <u>And, Yes, we are clear on responsibilities.</u>

High-Level Schedule	<p>List month & year for start and end of overall project and each phase of the project. May include key milestone dates if known.</p> <p>The assemblage of property began October 18, 2012 and will continue until the last property is purchased, which may extend through 2034. The city is currently working on acquiring one to two properties a year, but the pace of acquisition will depend on availability of the property.</p>
Initial Assumptions	<p>What high-level assumptions have already been made about the project?</p> <ol style="list-style-type: none"> 1. The city will be able to negotiate the purchase of property when property owners voluntary decided to sell.
Risks	<p>What are main high-level risks that have already been identified? This is all about uncertainty. What do you, or other people, think could go wrong on the project?</p> <ol style="list-style-type: none"> 1. Obtaining clear title. Some properties may have title issues which could extend the timeframe for closing on a purchase and sale. 2. Some property owners may not be prepared to sell in the near future.
Constraints/Boundaries	<p>Are there specific items that are NOT within the scope of the project? There's an infinite number of things not in the project, but remember, this document is about clarifying stakeholder expectations.</p> <ol style="list-style-type: none"> 1. This is not a design and build project.
Planning Level Cost Range	<p>What is the expected project cost through the life of the project? Include contingencies and allied costs (design, permitting, staff labor) and where appropriate, estimated cash flow for the project. Present the project cost range to correspond with the initial schedule assumptions adjusted as appropriate to recognize the very preliminary nature of this cost estimate.</p> <p>The project cost is estimated to be \$10,620,343 for purchase and sales based on current tax assessor data from 2023. \$3,000,000 NK</p>
Sustainability Development Programs	<p>Discuss how this project will address the County directives related to environmental sustainability, such as: climate change; green building and sustainable development practices for capital projects (e.g., LEED Certification, or cost-effective sustainable practices); energy efficiency; conservation and cost savings; and any other related County directives in this area.</p> <p>The project will contribute to environmental sustainability practices by protecting property along a significant river within the Water Resource Inventory Area (WRIA) 7 watershed and returning property back to a natural state. The Snoqualmie River is at the heart of the Riverwalk project. It is an important natural resource and plays an integral role in the connection of the various development and environmental components that define the area's ecosystem.</p> <p>Downriver from the core area of the City, the spectacular Snoqualmie Falls attracts approximately 2 million visitors to the area each year. Snoqualmie's historic downtown has been carefully preserved and regulations are in place to ensure that new development acts as a complement to the established form and character.</p> <p>The desire to develop improved waterfront access to the Snoqualmie River and linkages to Snoqualmie's key focal points comes in response to the demands of a growing local population, combined with the economic opportunity of having a world class tourist attraction in close proximity to Seattle. Riverwalk placement and layout needs to respect the environmental sensitivities of the setting while relating to the realities of spring runoff and flooding. Its design and development must be informed by and respect the natural elements that make up the River's riparian area. Done well, the successful Snoqualmie Riverwalk will be widely enjoyed by everyone.</p>
Equity and Social Justice (ESJ) Program	<p>Discuss how this project will address the County directives related to Equity and Social Justice (ESJ) Ordinance 16948. The ordinance calls for a focus on both equity in the development and decision processes (process equity) and equity in the distribution of project benefits and burdens (distributional equity). http://www.kingcounty.gov/exec/equity/vision.aspx</p> <p>This project is the acquisition of property only. The assemblage requires the voluntary sale of property. Decisions on the sale price of property are based on appraisals, discussions with the property owner and the city council. All parties must be satisfied for an acquisition to occur.</p> <p>The City continues to educate the public on the benefits of a Snoqualmie Riverwalk: accessible formal viewing/seating points along the Snoqualmie River; educational and recreational opportunities, restoring habitat, and most importantly protecting the public welfare by reversing the</p>

	<p>existing urban pattern of development which includes removing vulnerable single family residential structures along the Snoqualmie River which have been subject to frequent flooding and damage.</p> <p>A Riverwalk would allow for the reinforcing and improving opportunities for nature viewing, bird watching, painting, photography, fishing, water recreation and adjacent space for parking; creating an interpretive section of the Riverwalk centered on Kimball Creek; providing an opportunity to integrate a flood and hydrology educational component with a trailhead in the high visibility zone of the Gateway; and formalize the Old train Trestle as a historic site feature and destination point of interest on both sides of the Snoqualmie River.</p>		
Project Approval Process	Identify who evaluates and decides on project continuance at intermediate review milestones, as well as project success, and gives ultimate sign-off of project completion. Agencies may refer to other standard processes of project acceptance if used within that agency.		
	The City Council will review each land acquisition and approve formal signing authority by resolution to the City Mayor for each purchase and sale. Other agencies including King County , FCD, real estate, and Parks will assist with funding for each purchase and sale agreement.		
Decision Making Process	What will be the decision making process(es) for the project?		
	The City Council will review each land acquisition and approve formal signing authority by resolution to the City Mayor for each purchase and sale based on the list of 15 parcels identified for this project.		
Success Criteria	What will be the criteria for judging the project successful?		
	Each parcel acquired will indicate success until last parcel is purchased at which point the project acquisitions will be complete. <i>✓ of the 15 parcels JK</i>		
Signatures	Optional - List signatories and obtain their signatures memorializing they have read and agree with the Charter. Typically the core project team members sign. The client/sponsor by signing the Gate 1 authorization form, with the charter as an attachment, agrees to the charter.		
	Emily Arteché, CD Director	Mayor Katherine Ross	Michael Chambless, Interim CA
	<i>Emily Arteché</i> Emily Arteché (Oct 13, 2023 11:15 PDT)	<i>Katherine Ross</i>	<i>Michael Chambless</i>

Michelle Clark
King County Flood Control District

Proj Charter_Flood Control District Riverwalk ILA 2023 - dal edits and ea edits 10_11_23

Final Audit Report

2023-10-16

Created:	2023-10-11
By:	Ashley Wragge (AWragge@snoqualmiewa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_V7z6GJCCjkR0QsXkiIRLNp06jy_w8On

"Proj Charter_Flood Control District Riverwalk ILA 2023 - dal edits and ea edits 10_11_23" History

-  Document created by Ashley Wragge (AWragge@snoqualmiewa.gov)
2023-10-11 - 8:43:21 PM GMT
-  Document emailed to Emily Arteche (earteche@snoqualmiewa.gov) for signature
2023-10-11 - 8:46:30 PM GMT
-  Email viewed by Emily Arteche (earteche@snoqualmiewa.gov)
2023-10-11 - 10:00:42 PM GMT
-  Document e-signed by Emily Arteche (earteche@snoqualmiewa.gov)
Signature Date: 2023-10-13 - 6:15:54 PM GMT - Time Source: server
-  Document emailed to Michael Chambless (MChambless@snoqualmiewa.gov) for signature
2023-10-13 - 6:15:55 PM GMT
-  Email viewed by Michael Chambless (MChambless@snoqualmiewa.gov)
2023-10-13 - 6:53:37 PM GMT
-  Document e-signed by Michael Chambless (MChambless@snoqualmiewa.gov)
Signature Date: 2023-10-13 - 6:53:58 PM GMT - Time Source: server
-  Document emailed to Katherine Ross (KRoss@snoqualmiewa.gov) for signature
2023-10-13 - 6:54:00 PM GMT
-  Email viewed by Katherine Ross (KRoss@snoqualmiewa.gov)
2023-10-16 - 7:16:35 PM GMT
-  Document e-signed by Katherine Ross (KRoss@snoqualmiewa.gov)
Signature Date: 2023-10-16 - 7:31:37 PM GMT - Time Source: server