



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

FCD Resolution

Proposed No. FCD2019-03.1

Sponsors

1 A RESOLUTION approving an amendment to the
2 interlocal agreement with the City of Kent regarding
3 property acquisition relating to the Lower Russell Road
4 Levee Setback Project.

5 WHEREAS, the Lower Russell Road Levee Setback Project ("the Levee") is
6 a key part of the Green River levee system, and

7 WHEREAS, the District desires to improve the Levee ("the Project") to
8 provide improved flood protection and scour protection, assist the City of Kent ("the
9 City") in obtaining FEMA accreditation of the Levee, enable certification and secure
10 necessary land rights, and

11 WHEREAS, in June 2018, the District passed Resolution FCD2018-02
12 authorizing the chair to enter into an ILA with the City regarding property
13 acquisition for the Project, and

14 WHEREAS, in September 2018, the City provided the District with a
15 memorandum outlining the costs associated with the acquisition of the necessary real
16 property and real property interests on behalf of the District to construct the Project
17 exceeded the maximum amount of the ILA, and

18 WHEREAS, the District and the City desire to construct the Project as soon
19 as possible, with a goal of construction in 2019;

20 NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF
21 SUPERVISORS OF THE KING COUNTY FLOOD CONTROL ZONE DISTRICT:

22 SECTION 1. The board of supervisors approves the "Amendment No. 1 to
23 Agreement Regarding Property Acquisition, Lower Russell Road Levee Setback Project,
24 River Mile 17.85 to 19.25, Right Bank," Attachment A to this resolution, and authorizes
25 the chair to sign the agreement.

26

FCD Resolution was introduced on and passed by the King County Flood Control District on 3/6/2019, by the following vote:

Yes: 8 - Mr. Gossett, Ms. Lambert, Mr. Dunn, Mr. McDermott, Mr. Dembowski, Mr. Upthegrove, Ms. Kohl-Welles and Ms. Balducci
No: 0
Excused: 1 - Mr. von Reichbauer

KING COUNTY FLOOD CONTROL DISTRICT
COUNTY, WASHINGTON



Reagan Dunn, Chair

ATTEST:



Melani Pedroza, Clerk of the District



Attachments: A. Amendment No.1 to Agreement Regarding Property Acquisition Lower Russell Road Levee Setback Project River Mile 17.85 to 19.25, Right Bank

**AMENDMENT NO. 1
TO
AGREEMENT REGARDING PROPERTY ACQUISITION**

**Lower Russell Road Levee Setback Project
River Mile 17.85 to 19.25, Right Bank**

THIS AMENDMENT NO. 1 TO AGREEMENT REGARDING PROPERTY ACQUISITION (“Amendment No. 1”) related to the Lower Russell Road Levee, River Mile 17.85 to 19.25, Right Bank, is entered into on the last date signed below by and between the CITY OF KENT, a Washington municipal corporation (“City”), and KING COUNTY FLOOD CONTROL ZONE DISTRICT, a special purpose district of the State of Washington (“District”) (collectively, the “Parties”).

I. RECITALS

A. The Parties entered into an Agreement Regarding Property Acquisition on May 17, 2018 (“Agreement”), concerning acquisition of the Suh Properties and a portion of the KOA Campground Property (“KOA Property”) in support of the project to improve the Lower Russell Road Levee from River Mile 17.85 to 19.25 (“Project”). The Suh Properties have already been acquired under the District’s authorization of a purchase price of \$55,000, and efforts to acquire a portion of the KOA Property are continuing.

B. The Agreement authorized the City to acquire a portion of the KOA Property under threat of condemnation or through a land exchange transaction whereby the City would transfer a portion of its Green River Natural Resource Area (“GRNRA”) Property in exchange for that portion of the KOA Property that is needed for the Project. The Agreement provided that the City could not proceed with the land exchange option unless the District first approved of the size and location of the GRNRA Property proposed to be transferred to the KOA (“Transferred Property”), approved of the reimbursement costs to be paid for KOA’s construction of replacement camping sites on the Transferred Property, and determined that acquiring the KOA Property through a land exchange with the City was cost effective for the District.

C. The total cost of the property exchange, based on the cost estimate submitted by KOA on September 4, 2018, shows the City will be required to reimburse expenses to complete construction of the replacement campground sites above the amount provided for in the Agreement.

D. Construction of the Project will require relocation of the City’s existing waterline into a portion of the KOA Property and across the GRNRA Property. The City is pursuing an easement from KOA to accommodate the waterline’s relocation and later access and maintenance. The waterline is intended to be constructed under or adjacent to a new internal access road KOA intends to construct. However, while the waterline is being relocated, KOA will be denied access to this portion of its property, which impacts a number of its campsites. Therefore, timing of the waterline’s relocation and construction will become critically important if it needs to occur prior to full construction and operation of the replacement camping sites on the Transferred Property. If the

District begins construction on the relocated waterline before the replacement camping sites are available for use on the Transferred Property, and that construction disrupts or otherwise interferes with access and KOA's ability to rent campsites in the Acquisition Area or the Easement Area, as those terms are defined in the Land Exchange Agreement, the District will be liable to KOA for revenue loss, which loss will be calculated as provided for in the Land Exchange Agreement entered into between the City and KOA and approved by the District.

E. The District has compared and contrasted the costs associated with acquiring the needed KOA Property under condemnation versus through the negotiated Land Exchange Agreement. The District has determined that it is cost effective for the District if the City proceeds with the land exchange, and the District approves and authorizes the City to proceed with the transaction as provided for in the Land Exchange Agreement. The District further approves of the size and location of Transferred Property and the estimated construction costs set forth by the KOA in its September 4, 2018, cost estimate.

F. The Agreement provided that the District would reimburse the City for all of its costs and expenses incurred in acquiring the needed real property and real property interests to support the Project. However, the maximum reimbursement amount authorized by the Agreement was \$700,000, which is an amount that is below the updated cost based on the cost estimate provided by the KOA on September 4, 2018. It is therefore appropriate to amend the Agreement to adjust the authorized budget associated with acquiring the needed KOA Property to account for these current and future expenses.

II. AMENDMENT

NOW THEREFORE, in consideration of the mutual intent, desire, and promises of the parties and other good and valuable consideration, City and Consultant agree as follows:

2.1 Recitals Incorporated. All recitals above are hereby incorporated in and ratified as part of this Amendment No. 1.

2.2 Land Exchange is Preferred Option and Cost Effective. The District has compared and contrasted the costs associated with acquiring the needed KOA Property under condemnation or through the negotiated Land Exchange Agreement. The District has determined that it is cost effective for the District if the City proceeds with the land exchange originally contemplated by the Agreement, and the District approves and authorizes the City to proceed with the transaction as provided for in the City's Land Exchange Agreement with the KOA. The District further approves of the size and location of Transferred Property and the estimated construction costs set forth by the KOA in its September 4, 2018, cost estimate.

2.3 Maximum Reimbursement for City Costs. Section 3.b. of the Agreement is amended to increase the maximum reimbursement for City Costs from \$700,000 to \$1,100,000, which amount is intended to cover those City Costs associated with reimbursing KOA for its permitting, administration, legal and construction costs associated with constructing the replacement campsites on the Transferred Property in accordance with the Land Exchange Agreement between the City and


KOA, and reimbursing the City for all costs directly associated with the administration and implementation of this Agreement as amended in this Amendment, including all legal and other costs associated with acquiring the real property and real property interests required for the Project and authorized by the Agreement.

2.4 Waterline Construction. The District agrees that its construction of the Project will require relocation of the City's existing waterline. The District agrees to relocate and construct this waterline at its cost and to time that relocation in a manner that reduces the impact to KOA and, if possible, avoids the closure of the internal access road or any KOA campsites before the replacement campsites are constructed on the Transferred Property. If the District's construction schedule requires the use of KOA Property and the closure of the internal access road or campsites in the Acquisition Area or Easement Area (as those terms are defined in the Land Exchange Agreement) before replacement campsites are constructed upon the Transferred Property, the District agrees to promptly reimburse the City for any Closure Costs paid to the KOA under the Land Exchange Agreement.


2.5 Remaining Provisions. Except as specifically amended by this Amendment No. 1, all remaining provisions of the Agreement shall remain in full force and effect.

IN WITNESS, the parties have executed this Amendment No. 1, which shall become effective on the last date executed below.


**KING COUNTY FLOOD CONTROL
ZONE DISTRICT**

By: 
Print Name: Reagan Dunn
Title: Board Chair
Date: _____

APPROVED AS TO FORM:


District Attorney

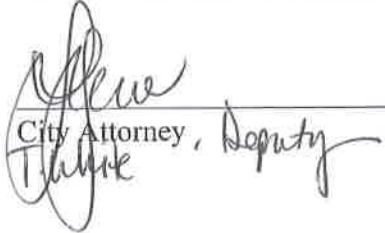
CITY OF KENT:

By: 
Print Name: Dana Ralph
Title: Mayor
Date: 4/16/19

ATTEST:


City Clerk

APPROVED AS TO FORM:


City Attorney, Deputy