



COMMUNITY DEVELOPMENT COMMITTEE & COMMITTEE OF THE WHOLE HYBRID MEETING

Tuesday, September 06, 2022, at 6:00 PM

Snoqualmie City Hall, 38624 SE River Street & Zoom

COUNCILMEMBERS

Jolyon Johnson, Chair

Councilmembers: James Mayhew and

Matthew Laase

This meeting will be conducted in person and remotely using teleconferencing technology provided by Zoom.

Join by Telephone at 6:00 PM: To listen to the meeting via telephone, please call **253.215.8782** and enter Webinar ID **860 6728 7531** and Password **1730040121** if prompted.

Press *9 to raise your hand to speak. Raising your hand signals the meeting moderator that you have a comment.

Press *6 to mute and unmute.

Join by Internet at 6:00 PM: To watch the meeting over the internet via your computer, follow these steps:

- 1) Click this [link](#)
- 2) If the Zoom app is not installed on your computer, you will be prompted to download it.
- 3) If prompted for Webinar ID, enter **860 6728 7531**; Enter Password **1730040121**
- 4) Please confirm that your audio works prior to participating.

CALL TO ORDER & ROLL CALL

AGENDA APPROVAL

PUBLIC COMMENTS

MINUTES

1. Approval of the minutes dated July 18, 2022.

AGENDA BILLS

2. AB22-104: Conservation Futures Interlocal Agreement

PROPOSED COUNCIL Action:

Move to approve AB22-104, ILA between King County and the City of Snoqualmie for acquisitions of riverfront reach using CFT funds.

REGULAR BUSINESS

3. Discussion: Work-Flow
4. Discussion: Work Programs and Council Priorities
5. Discussion: Meeting Time and Frequency

ADJOURNMENT

UPCOMING ITEMS

(The following items reference either upcoming projects or issues pertaining to matters of the Community Development Council Committee. There will be no discussion of these items unless there is a change in status.)

6. Comprehensive Plan GMA Update for June 2024



COMMUNITY DEVELOPMENT COMMITTEE MINUTES REGULAR REMOTE MEETING July 18, 2022

This meeting was conducted as a hybrid in-person and remote meeting; the in-person option was in the Council Chambers at Snoqualmie City Hall, and the remote participation option was using teleconferencing technology provided by Zoom.

CALL TO ORDER & ROLL CALL: Chair Johnson called the meeting to order 6:01 PM

Committee Members:

Chair Jo Johnson and Councilmember James Mayhew and were present.

Mayor Katherine Ross, and Councilmember Cara Christensen were also present.

City Staff:

Michael Sauerwein, City Administrator; Jason Rogers, Interim Community Development Director; Dylan Gamble, Associate Planner.

AGENDA APPROVAL

The agenda was approved without objection.

PUBLIC COMMENTS

There were no requests to speak.

MINUTES

1. Committee review and approval of minutes for July 5, 2022.

AGENDA BILLS

2. AB22-070 Historic Downtown Relook Code Amendments: Move forward to City Council with a Do Pass recommendation. This Agenda Bill will require two readings at City Council for adoption due to City Council rules of procedure.

DISCUSSION ITEMS

3. Community Development Committee priorities: Discussion.

ADJOURNMENT

Chair Johnson adjourned the meeting at 6:32 PM

CITY OF SNOQUALMIE

Jo Johnson, Committee Chair

Attest:

Deb Estrada, City Clerk



BUSINESS OF THE CITY COUNCIL CITY OF SNOQUALMIE

AB22-104
September 12, 2022
Committee Report

Item 2.

AGENDA BILL INFORMATION

TITLE:	AB22-104: Conservation Futures Interlocal Agreement	<input type="checkbox"/> Discussion Only
PROPOSED COUNCIL ACTION:	Conservation Futures Interlocal Agreement between King County and the City of Snoqualmie for Riverfront Reach acquisitions.	<input checked="" type="checkbox"/> Action Needed: <input type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution

REVIEW:	Department Director/Peer	Emily Arteche	8/31/2022
	Finance	Drew Bouta	Click or tap to enter a date.
	Legal	Anna Astrakhan	8/30/2022
	City Administrator	Mike Sauerwein	8/31/2022

DEPARTMENT:	Community Development		
STAFF:	Dylan Gamble		
COMMITTEE:	Community Development	COMMITTEE DATE: September 6, 2022	
COUNCIL LIAISON:	Jo Johnson	Matthew Laase	James Mayhew
EXHIBITS:	1. Interlocal Agreement (ILA) 2. Resolution 1624		

AMOUNT OF EXPENDITURE	\$ n/a
AMOUNT BUDGETED	\$ n/a
APPROPRIATION REQUESTED	\$ n/a

SUMMARY

INTRODUCTION

Interlocal Cooperation Agreement (ILA) with Conservation Futures program (CFT) of King County provides the funding approval process with King County and allocates \$550,000 funds for residential acquisitions along the Snoqualmie River. The \$550,000 in Conservation Futures Tax Levy (CFT) grant has a 50% match requirement, met by other City funds/grants.

BACKGROUND

This action will approve another phase of Conservation Futures Tax (CFT) Levy grant funds for property acquisitions along the riverfront. The City has received this funding annually, or bi-annually, since 2012. Funding is awarded through new ILA with King County for each grant.

The City may only spend this money on land that is permanently protected as open space. These monies are used for a variety of acquisitions along a length of the Snoqualmie River (or reach); providing flexibility to use

funds towards various acquisitions, rather than being tied to a particular property (which would require the City to re-apply for different, specific parcel.

While CFT funds are for acquisition only, restoration and trail development as attributes that positively affected the King County Council funding award decision (public trails are considered an open space facility). The funding reach covers the length of residential properties along the Snoqualmie River in City limits.

ANALYSIS

The City was awarded \$550,000 CFT funds, with a 50% match requirement that can be met with existent grants awards. CFT funds are used towards both acquisitions and supporting services, including King County Acquisitions Unit services. The City has a standing agreement with King County to provide these services approved under AB12-170, resulting in direct and final ownership by the City. Acquisitions in the Snoqualmie Riverfront Reach are beneficial for reducing flood impacts and providing open space benefits; the acquisition reach overlaps with the multiphase Snoqualmie Riverwalk area.

BUDGET IMPACTS

Finance recommends approving the ILA to receive a \$550,000 Conservation Futures Tax (CFT) grant award from King County to acquire residential riverfront property. To receive this grant, the City must provide a 50% match. Past acquisition expenditures, City grant awards, and funding agreements to date provide a match of the 50% needed to secure this grant. The City currently has a CIP and budget allocation for this project including City funding of \$320,000.

NEXT STEPS

Staff will continue to seek opportunities to acquire parcels/properties along the Snoqualmie River. Any future acquisition will be brought before Council for final decision.

PROPOSED ACTION

Move to approve AB22-104, ILA between King County and the City of Snoqualmie for acquisitions of riverfront reach using CFT funds.

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN KING COUNTY AND THE CITY OF SNOQUALMIE
FOR CONSERVATION FUTURES-FUNDED
OPEN SPACE ACQUISITION PROJECTS**

THIS INTERLOCAL COOPERATION AGREEMENT is a grant agreement entered into between the CITY OF SNOQUALMIE (“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.

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 Futures tax 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.

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

Starting in 1990 and through 2017, the King County Executive, as authorized by the King County Council, executed Interlocal Cooperation Agreements with the cities of Auburn, Bellevue, Black Diamond, Bothell, Burien, Carnation, Covington, Des Moines, Duvall, Enumclaw, Federal Way, Issaquah, Kenmore, Kent, Kirkland, Lake Forest Park, Mercer Island, Milton, Newcastle, Normandy Park, North Bend, Pacific, Redmond, Renton, Sammamish, Seattle, Shoreline, Snoqualmie and Tukwila, and Vashon Park District. Many of these agreements were amended over time to add new projects.

The existing Interlocal Cooperation Agreements remain in place with an indefinite term for the projects for which Conservation Futures proceeds were disbursed. The agreements require the properties to be maintained as open space in perpetuity.

The King County Council, by Ordinance 18978, has approved a new Interlocal Cooperation Agreement for future projects in order to add terms for the use of bond proceeds for certain projects, achieve consistency between the agreement and the King County Code, and make other technical changes.

Pursuant to chapter 39.34 RCW, the parties agree to the following:

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 the specific projects described in Exhibit A or added by follow-on amendments to disburse proceeds pursuant to Section 8.2 of this agreement.

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 conserve open space land, all in accordance with chapter 84.34 RCW and K.C.C. chapter 26.12.

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 Project 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 proceeds 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 proceeds provided by the County pursuant to this agreement in the manner and amounts described below and payment of all amounts due pursuant to Section 8.1.

Article V. Conditions of Agreement

Section 5.1 -- Project Descriptions. Proceeds available pursuant to this agreement may be used only for the Projects listed in Exhibit A, such substituted Projects as may be approved by the County as set forth below, or Projects added by follow-on amendments to disburse proceeds pursuant to Section 8.2 of this agreement. All County funded Projects must meet open space criteria as described in chapter 84.34 RCW and K.C.C. chapter 26.12.

Section 5.2 -- Use of Proceeds. Proceeds provided to the City pursuant to this agreement as well as moneys provided by the City as match pursuant to this agreement may be used only to pay capital costs related to property acquisition. Those costs include

appraisals, title searches, negotiations, administrative overhead, and the cost of actual acquisition or purchase options, and all other costs meeting the requirements of K.C.C. 26.12.010. The City shall have the property valued by an appraisal performed by an independent state-certified real estate appraiser with a current general real estate appraiser license, and reviewed by an independent state-certified general real estate appraiser. In requesting reimbursement of proceeds for the Project, the City shall demonstrate to the County compliance with this Section 5.2. Proceeds utilized pursuant to this agreement may not be used to purchase land obtained through the exercise of eminent domain.

Section 5.3 -- Completion/Substitution/Deletion of Projects. The City shall complete the Project described in Section 5.1 of this Agreement within a two year period from the effective date of the County ordinance appropriating funding for the Project. If the City does not meet this two year requirement, unless the City demonstrates to the Advisory Committee a compelling reason for continuance of CFT funding for the Project beyond the two-year limit or a reprogramming request is timely approved as provided for below, the County shall be released from any obligation to fund the Project, and the County in its sole discretion may reallocate such proceeds for other projects in other jurisdictions. The City may submit specific requests for project reprogramming to the County for its approval within the two year period. All projects proposed for reprogramming must meet open space criteria as described in chapter 84.34 RCW and K.C.C. chapter 26.12, be submitted for recommendation by the County's Advisory 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 and Parks, Open Space Acquisitions Unit, or its successor.

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

Article VI. Responsibilities of the City

Section 6.1 -- Matching Requirements. Except for acquisitions of property interests in opportunity areas, as defined by K.C.C. 26.12.003, 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 proceeds allocated to the Project. This contribution may be in the form of cash, land match with a valuation verified by an appraisal by an independent state-certified real estate appraiser with a current general real estate appraiser license, or the cash value, excluding King County conservation futures contributions, of other open spaces acquired within the previous two years from the date of submittal of the application by the City. The appraisal, to be reviewed, shall have been performed within two years of the application deadline set for the annual allocation of conservation futures tax levy proceeds under which the Property received funding. Properties considered as land match or cash value of other open space acquisitions should be directly linked to the property under application. 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 Designated Representative.

Section 6.2 -- Reporting. All proceeds received pursuant to this agreement and accrued interest therefrom will be accounted for separately from all other City moneys, accounts and moneys. Until the property described in the Project is acquired and all proceeds provided pursuant to this agreement have been expended, the City shall provide the reports required by K.C.C. 26.12.035.

Section 6.3 -- Disposition of Remaining Proceeds. If the City does not expend all proceeds obligated to be provided through this agreement and no substitute project is requested or approved as to the excess proceeds, such proceeds, if held by the City, shall be refunded to the County. For purposes of this section, "proceeds" shall include all moneys obligated to be provided by the County plus interest accrued by the City on such moneys. Any proceeds in excess of those required to be provided by the County for the actual costs of the Project shall remain with the County for use in its sole discretion.

Section 6.4 -- Maintenance in Perpetuity. Except as provided in this Section 6.4, the City, and any successor in interest, agree to maintain properties acquired with proceeds provided pursuant to this agreement as open space in perpetuity and, as required by the County, to include in the real property records notice of this restriction. Projects carried out by the City in whole or in part with funds provided for under the terms of this agreement shall not be transferred or conveyed except by agreement with an agency or nonprofit organization as defined in K.C.C. 26.12.003, which shall provide that the land

or interest in land shall be continued to be used for the purposes of K.C.C. chapter 26.12, and in strict conformance with the uses authorized under chapter 84.34 RCW.

The City shall not change the status or use of properties acquired with proceeds provided pursuant to this agreement unless the City provides equivalent lands or cash in exchange for the land to be changed to a different use. The land shall be valued in its changed status or use, and not based upon its value as open space, and the replacement land or payment amount must be approved by the County. If requested by the County, at its own cost the City will provide the County an appraisal performed within the previous year by an independent state-certified real estate appraiser with a current general real estate appraiser license. The value established by the appraisal will not be binding on the County. If the County approves replacement land, the City shall complete the replacement within one year of approval. If the County approves cash reimbursement, the City shall pay the County within 90 days of approval.

Section 6.5 – Tax Covenants. The City acknowledges that proceeds provided by the County for a Project may be proceeds of tax-exempt bonds (the “Bonds”) subject to certain requirements of the Internal Revenue Code of 1986, as amended (the “Tax Code”), including any implementing regulations and any administrative or judicial interpretations. The City will comply with Tax Code requirements, including those set forth in Exhibit B, which is incorporated herein, applicable to Bond-financed Projects identified in Exhibit A, which is incorporated herein, as well as Bond-financed Projects identified in subsequent amendments to this agreement.

Article VII. Responsibilities of the County

Subject to the terms of this agreement, the County will provide Conservation Futures Tax Levy proceeds in the amounts and for the Projects identified in Exhibit A as well as in those amounts and for those Projects identified in subsequent amendments to this agreement. The City may request additional proceeds; however, the County has no obligation to provide proceeds to the City in excess of the amount shown in Exhibit A. The County assumes no obligation for future support of the Project 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 work, 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 arising out of the performance of the terms of this agreement.

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 in the performance of its obligations under the terms of this agreement. For the purposes of this agreement only, the City agrees to waive the immunity granted it for industrial insurance claims pursuant to Title 51 RCW 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.

D. To the extent permitted by law, and except to the extent caused by the sole negligence of the County, the City agrees, at its expense, to pay, and to indemnify and hold the County, its officers, employees or agents harmless of, from and against, any and all claims, damages, demands, losses, liens, liabilities, penalties, fines, taxes, lawsuits and other proceedings and costs and expenses (including attorneys' fees) of every conceivable kind, character or nature whatsoever, arising directly or indirectly from or out of, or in any way connected with any examination or audit of any Bond issued to finance or refinance costs of any Bond-financed Project identified in Exhibit A as well as Bond-financed Projects identified in subsequent amendments to this agreement by the Internal Revenue Service, or any determination by the Internal Revenue Service or a court of competent jurisdiction that the interest on any such Bond is or should be subject to federal income taxation; provided, however, that the City shall not be liable for any payment made by the County with respect to any settlement of any such examination or

audit, or of any other proceeding related thereto, entered into without the consent of the City.

Section 8.2 -- Amendment. The parties reserve the right to amend or modify this agreement. Amendments or modifications to disburse proceeds approved by the County Council must be by written instrument signed by the parties substantially in the form of Exhibit C. Other amendments also must be 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 Project 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 set forth below:

KING COUNTY

CITY OF SNOQUALMIE

Dow Constantine
King County Executive

Katherine Ross
Mayor

Date: _____
Acting under the authority of
Ordinance 18978

Date: _____
Acting under the authority of
Resolution 1624

Approved as to form:

Approved as to form:

Dan Satterberg
King County Prosecuting Attorney

Bob Sterbank
City Attorney

EXHIBIT A**2021 CONSERVATION FUTURES LEVY
CITY OF SNOQUALMIE ALLOCATION**

Jurisdiction	Project	Allocation
Snoqualmie	Snoqualmie Riverfront Reach Acquisitions	\$550,000
TOTAL		\$550,000

Project Description:**Project #1137238 Master (Award #1138989): Snoqualmie – Snoqualmie Riverfront Reach Acquisitions**

Snoqualmie seeks to acquire two of the remaining 16 residential, riverfront parcels with houses along the Snoqualmie River in this regionally significant project. This award would allow the city to acquire approximately 0.35 acres along the Snoqualmie River, acquiring two out of four target parcels. The city has Flood Control District funds to serve as match, and has past match from recent FEMA awards. Project funding was authorized in King County Ordinance 19210.

Is this a Bond-financed Project? Yes

EXHIBIT B

Tax Covenants

The City acknowledges that proceeds provided by the County for the Project may be proceeds of Bonds subject to certain requirements of the Tax Code. The City will take all actions with respect to the Project, and proceeds received for the Project, necessary to assure the exclusion of interest on the Bonds from the gross income of the owners of the Bonds, including but not limited to the following:

(a) Expenditure of Proceeds. The City will expend proceeds of the Bonds received from the County for capital expenditures for federal income tax purposes within the meaning of Section 1.150-1(b) of the Tax Code. Bond proceeds may be expended to pay, or reimburse the City for, Project capital expenditures or to repay interim indebtedness incurred for capital expenditures of the Project.

(b) Notice. The City will provide notice of action taken or planned to issue any tax-exempt indebtedness, including bonds, bank loans, or other tax-exempt indebtedness, to finance Project costs.

(c) Treatment as Grant.

- (1) The City is a governmental entity possessing substantial taxing, eminent domain and police powers and constituting a political subdivision of the State.
- (2) The City is not acting as an agent of the County.
- (3) The grant of proceeds for the Project does not impose any obligation or condition to directly or indirectly repay any amount to the County (excluding obligations or conditions intended solely to assure expenditure of the transferred moneys in accordance with the governmental purpose of the transfer).
- (4) The grant is required to be used for open space as required under Article II but does not impose any conditions relating to the use of the Project or other property of the City by the County or any of its agencies or authorities.
- (5) This agreement is a grant agreement.

(d) Limitations on Disposition of Project. The City will not sell or otherwise dispose of any components of the Project without prior approval by the County and compliance with timeframes for completion of land replacement or cash reimbursement as provided in Section 6.4.

(e) Record Retention. The City will retain its records of all accounting and monitoring it carries out with respect to the Bond proceeds received and with respect to the

Project for at least three years after the Bonds mature or are redeemed as provided in the amendment granting such Bond proceeds to the City.

(f) Cooperation. The City will provide tax certificates when and as requested by the County or County's bond counsel in order to establish or maintain the tax-exempt status of the Bonds. The City will cooperate in any audit of the Bonds by the Internal Revenue Service, including disclosure of any record, contracts and other materials relating to the Bond proceeds received by the City and the Project.

EXHIBIT C

**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 and certain cities. This amendment is entered into to provide for the allocation of additional proceeds 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 amendment:

The Interlocal Cooperation Agreement is hereby amended by adding Exhibit 1, attached hereto.

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.

Once fully executed, this Amendment shall be incorporated into the existing Interlocal Cooperation Agreement as if fully set forth, and shall become Amendment ____.

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

KING COUNTY

CITY OF _____

Dow Constantine
King County Executive

Mayor

Date: _____

Date: _____

Approved as to form:

Approved as to form:

Dan Satterberg
King County Prosecuting Attorney

City Attorney

EXHIBIT 1

**[YEAR] CONSERVATION FUTURES LEVY PROCEEDS
CITY OF _____ ALLOCATION**

Jurisdiction	Project Name (Project Number)	Allocation
[City Name]	[Project Name] ([Project Number])	\$
TOTAL		\$

Project Description:

[Project Number] [City Name] – [Project Name]
 [Project Description used in legislation approving proceeds]

Is this a Bond-financed Project?

RESOLUTION NO. 1624**A RESOLUTION OF THE CITY OF SNOQUALMIE, WASHINGTON APPROVING THE INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF SNOQUALMIE AND KING COUNTY FOR CONSERVATION FUTURES-FUNDED OPEN SPACE ACQUISITION PROJECTS, AND AUTHORIZING THE MAYOR TO SIGN SAID INTERLOCAL AGREEMENT**

WHEREAS, on February 27, 1989, the King County Council passed Ordinance 8867, which established a process to allocate the proceeds of the Conservation Futures Fund; and

WHEREAS, 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 Futures tax levy proceeds and established conditions for use of the Fund, including conditions covering allowable cost and expenses.

WHEREAS, 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; and

WHEREAS, from 2012 to the present, the City of Snoqualmie has entered into several Interlocal Cooperation Agreements with King County for the disbursement and use of Conservation Futures proceeds, which agreements shall remain in place for the projects for which Conservation Futures proceeds were disbursed; and

WHEREAS, the King County Council, by Ordinance 18978, has approved a new Interlocal Cooperation Agreement for future projects in order to add terms for the use of bond proceeds for certain projects, achieve consistency between the agreement and the King County Code, and make other technical changes.

WHEREAS, City Council finds that the Interlocal Cooperation Agreement as amended by the King County Council in the form attached hereto as Exhibit A should be approved;

NOW, THEREFORE, BE IT RESOLVED by the City Council that the Interlocal Cooperation Agreement between the City of Snoqualmie and King Council attached as Exhibit A is hereby approved, and the Mayor is hereby authorized to sign said Interlocal Agreement.

PASSED by the City Council of the City of Snoqualmie, Washington, this ____ day of _____, 2022.

Katherine Ross, Mayor

Attest:

City Clerk

Approved as to form:

Bob C. Sterbank, City Attorney