

**SECOND AMENDMENT TO INTERLOCAL AGREEMENT
BETWEEN THE CITY OF NORTH BEND AND SI VIEW METROPOLITAN PARK
DISTRICT FOR DEVELOPMENT, MAINTENANCE, SCHEDULING AND
OPERATIONS OF TOLLGATE PARK**

This Second Amendment is entered in this 22nd day of March, 2017 between the City of North Bend, a Washington municipal corporation (City) and Si View Metropolitan Park District, a Washington park district (District).

- A. The City and the District entered into an Interlocal Cooperation Agreement on April 21, 2010 (Agreement) providing for the District to make certain improvement to certain City owned real estate commonly known as Tollgate Farm-Central Meadow (Property) consistent with a Master Plan adopted by the City Council ("Master Plan");
- B. The District completed construction of Tollgate Farm Park consisting of playground area, parking area, restroom, picnic area and trail system ("Park") and the City contributed toward this Park through park impact fees under the terms of the Agreement;
- C. A 1904 Queen Anne farmhouse is located on the Property ("Farmhouse") and the District has been successful in obtaining grants to fund the partial restoration of the exterior of the Farmhouse;
- D. The District wishes to continue to apply for grants in order to complete the exterior restoration, improve the interior of the Farmhouse, improve public access to the Farmhouse and surrounding farmstead for use as a public gathering space for community events, organic farming or other park uses, all such improvements to be made consistent with the Master Plan;
- E. The Agreement was amended on April 21, 2010 by a First Amendment to the Agreement to provide for use of park impact fees for certain construction costs;
- F. On November 14, 2016, King County Councilmember Kathy Lambert advised Mayor Ken Hearing that the City of North Bend had been awarded a grant for \$150,000 Youth Sports Facilities Grant in the 2017-2018 King County Budget for the purpose of connecting the Snoqualmie Valley Trail to the Park;
- G. The City wishes to transfer the grant funds to the District and the District wishes to receive the grant funds in order to construct the trail connecting the Snoqualmie Trail to the Park; and
- H. The District has requested and the parties have agreed to this Second Amendment to provide the terms and conditions surrounding additional improvements to the Farmhouse and other portions of the Property consistent with the Master Plan.

NOW, THEREFORE, the parties agree as follows:

1. Improvements to Farmhouse: Section 1 of the Agreement shall be amended to add and include all necessary improvements to the Farmhouse and surrounding areas to provide public access to the Farmhouse as shown in Phase II to the Master Plan which improvements shall all be made at the District's sole cost and expense and at the District's risk consistent with Section III(2) of this Agreement.
2. Construction and Maintenance. Section 3 of the Agreement shall be amended to provide that the District shall construct the improvements to the Farmhouse from time to time and dependent on available funding; provided, however, that similar to the Tollgate Farm Park, once the Farmhouse area is open to the public, the District shall become responsible for the regular and ongoing maintenance of the facilities and improvements as further described in Section 3 of the Agreement.
3. King County Grant Funds. Upon receipt of the Youth Sports Facilities Grant funds from King County in the amount of \$150,000, the City shall transfer such funds to the District and the District shall be solely responsible for constructing this trail; provided, however, that the parties acknowledge that this amount is not sufficient to complete this missing connection and that additional grant funds, County funds, District funds and/or park impact fees will be required (the allocation of any such park impact fees shall be at the City's sole discretion and shall require future City Council action) in order to construct a trail to connect the Snoqualmie Valley Trail to the Park. Once constructed, the District will maintain the trail at its expense.
4. Full Force and Effect. Except as amended by this Amendment, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have executed this Amendment as of the day and year first written above.

CITY OF NORTH BEND

SI VIEW METROPOLITAN PARK DISTRICT

By: _____
Kenneth G. Hearing, Mayor

By: _____
Travis Stombaugh, Executive Director

Date: _____

Date: _____

Attest: _____
Susie Oppedal, City Clerk

Attest: _____

Approved As To Form:

Michael R. Kenyon, City Attorney

Approved As To Form:

District Attorney