



Washington State Boundary Review Board  
for Snohomish County

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August 12, 2014

M/S #409  
3000 Rockefeller Ave.  
Everett, WA 98201

RECEIVED

AUG 15 2014

City Manager's Office

Debra Tarry  
City of Shoreline  
17500 Midvale Ave N  
Shoreline, WA 98133-4905

**RE: City of Shoreline Proposed Assumption of Ronald Wastewater District within  
Snohomish County (BRB No. 04-2014)**

Attached is a copy of additional material submitted to the BRB by the Town of Woodway, for  
file no. 04-2014.

Sincerely,

Heidi Turner  
Clerk of the Board  
Washington State Boundary Review Board for Snohomish County

Enclosure

Cc: North City Water District  
Olympic View Water and Sewer District  
Foster Pepper, PLLC  
BSRE Point Wells, LLP  
Talmadge/Fitzpatrick  
Short Cressman & Burgess PLLC





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**REVISED - VIA EMAIL**

August 8, 2014

Heidi Turner, Clerk of the Board  
Washington State Boundary Review Board  
for Snohomish County  
3000 Rockefeller Ave  
MS 409  
Everett WA 98201

WASHINGTON STATE  
BOUNDARY REVIEW BO.  
AUG 08 2014  
FOR SNOHOMISH COUNTY

RE: City of Shoreline's Proposed Assumption of Ronald Wastewater District  
Within Snohomish County (BRB No. 04-2014)

Dear Ms. Turner:

I am the Town Attorney for the Town of Woodway (Town) and submit this material in opposition to the City of Shoreline's (Shoreline) Proposed Assumption of the Ronald Wastewater District (Ronald) within Snohomish County. The Town adopts and incorporates the facts, exhibits and objections that are being submitted by the Olympic View Water and Sewer District (Olympic View).

In summary, the Town's opposition is based on two primary factors. First, that Ronald or its predecessors never legally annexed any territory within Snohomish County and therefore, other than Lift Station 13, an access easement and infrastructure located within the Town limits of Woodway, there is nothing within Snohomish County to assume. Secondly, under the factors and criteria established by RCW 36.93, either Olympic View or the Town is the more logical and efficient service provider.

**I. No territory in Snohomish County was ever lawfully annexed by Ronald or its predecessor.**

Ronald is a sewer district organized and existing pursuant to RCW Title 56. It was incorporated in 1951 pursuant to an election. The boundaries of Ronald at that time of incorporation did not include any area in Snohomish County.<sup>1</sup> All of the Snohomish County area at issue (Point Wells) is and has been located since 1947 within the corporate boundaries of Olympic View.

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<sup>1</sup> See Attachment 1

Any assertion that the corporate boundaries of Ronald extend within Snohomish County relies upon actions of the Sewerage and Drainage Improvement District No. 3 of King County (District 3). In 1985, the King County Council, which was presumptively the governing body of District 3<sup>2</sup>, transferred ownership and operation of District 3 to Ronald. This transfer also purported to annex the area served by District 3 into Ronald. The question now is whether or not Point Wells was ever lawfully included within District 3's corporate boundaries or "area served" and, as a result, whether the area can be assumed by Shoreline.

District 3 was a dike and drainage and sewerage improvement district organized under former Chapter 85.08 RCW.<sup>3</sup> On September 17, 1970, District 3 and Standard Oil Co. of California (Standard Oil) entered into an agreement involving installation of a new sewage lift station on Standard Oil's property located in unincorporated Snohomish County and within the corporate boundaries of Olympic View.<sup>4</sup> This lift station is now known as Lift Station 13. On October 11, 1971, Standard Oil granted District 3 a non-exclusive right of way and easement to maintain Lift Station 13.<sup>5</sup> Finally, in 1984, Chevron USA, Inc. (Standard Oil) consented to assignment of the easement to Ronald.<sup>6</sup> That is the extent of any official action regarding District 3 and unincorporated Snohomish County that bears on the issues before the BRB. Note that none of these documents purports to annex unincorporated Snohomish County into District 3. At most these documents indicate that District 3 had a contract with Standard Oil (and without Olympic View's consent) to provide sewer service to the Standard Oil facilities then existing on the site.

A careful review of former RCW Chapter 85.08 and the session laws in effect in the 1970's fail to disclose any authority for a sewerage improvement district to enter into what amounts to developer extension agreements or for a King County sewerage improvement district to operate outside its boundaries or the boundaries of King County. Of particular note with regard to the boundaries of District 3, King County's own 1984 Sewerage General Plan for District 3 show that the corporate limits of District 3 do not extend into Snohomish County.<sup>7</sup> This plan was approved shortly before King County and Ronald agreed that Ronald would take over operations of District 3.<sup>8</sup> And no interlocal agreement exists whereby Olympic View authorized District 3 to provide services within Olympic View's corporate boundaries. As a special purpose district, District 3's powers are to be narrowly construed.<sup>9</sup> Because there is no specific authorization for the type of agreement entered into in 1970, such action must be considered *ultra vires*.

As part of the transfer of District 3 to Ronald, the County and Ronald, without notice to Woodway or Olympic View, sought and obtained superior court approval of Ronald's

<sup>2</sup> In 1984 the County elected to operate District 3 under RCW 36.94 since RCW 85.08 was repealed in 1985.

<sup>3</sup> See Sewerage General Plan, page 1, adopted by Ordinance 6708, Attachment 2.

<sup>4</sup> See Attachment 3

<sup>5</sup> See Attachment 4, Addendum D

<sup>6</sup> See Attachment 4, Addendum C

<sup>7</sup> See Attachment 2

<sup>8</sup> See Attachment 4, Agreement Transferring Sanitary Sewer System between District 3 and Ronald,

<sup>9</sup> *Branson v. Port of Seattle*, 152 Wn. 2d 862, 101 P. 3d 67 (2004)

“annexation” of four homes in Woodway and Point Wells.<sup>10</sup> RCW 36.94.420 does provide that upon completion of a transfer of a system from the County to a sewer district, the “area served” shall be deemed annexed to the sewer district. However, as King County itself states in Ordinance 6708,<sup>11</sup> the county is operating under Chapter 36.94 RCW.<sup>12</sup> RCW 36.94.020 authorizes a county to own and operate a sewer system “within all or a portion of the county.” The supposed annexation of the four homes in Woodway and Point Wells was completely illegal because, as has been shown above, at no time did District 3’s boundaries include any area in Snohomish County and there is no authorization for a county to operate a sewer utility in another county absent some form of interlocal or other agreement, which has not been provided.

In fact, there is evidence that the services provided by District 3, and now Ronald, within Snohomish County were intended by the parties to be temporary. In 1988, Daniel Briggs wished to bring sewer service to three lots of a proposed subdivision located in the Town of Woodway. At that time, the Town, which was operating a sewer utility, did not have the immediate ability to serve that area of town. Mr. Briggs, with the Town’s blessing, entered into an agreement with Ronald to provide “interim” sewer service until the area could be served by the Town.<sup>13</sup> The temporary sewer service agreement itself provides that Ronald “is a municipal corporation in King County, Washington, operating a sewer system in King County.”

Later in 1993, apparently at Ronald’s instigation, Mr. Briggs asked the Town to consent to Ronald providing “permanent” service. The Town rejected this request and stated that the Town will at some point provide permanent service to the four homes alleged to be part of Ronald’s district as a result of the “annexation” approved by the Court.<sup>14</sup> District 3’s agreement with Standard Oil has similar indications of being temporary in nature, including the fact that Lift Station 13 must be vacated upon the termination of the agreement. Olympic View, on the other hand, has clearly established that the Snohomish County area is within its corporate boundaries and within its service area. In fact Olympic View is the water service provider to the area and would presumably remain so even if Shoreline’s proposal is approved.

At least with respect to the Board’s authority in this assumption, the Board should not approve Shoreline’s assumption based solely on the premise that Point Wells has been annexed to Ronald, when the area was:

1. Deemed annexed without the participation of significant parties in interest;
2. Located outside the corporate boundaries of District 3 at the time of transfer to Ronald;

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<sup>10</sup> See Attachment 5. The area in Snohomish County included all unincorporated areas west of Woodway and the now 4 lots owned by Briggs in the Town. See Addendum A to Attachment 4.

<sup>11</sup> See Attachment 2, Section 1.

<sup>12</sup> This was apparently accomplished in 1984

<sup>13</sup> See Attachment 6. Note that the agreement references another agreement with Ronald for sewer service to one additional lot.

<sup>14</sup> See Attachment 7

3. Located within the corporate boundaries and service area of the Town and Olympic View at the time of the execution of service agreements and at the time of transfer to Ronald;
4. Served by service agreements that clearly indicate they are temporary in nature; and
5. Service by District 3 outside its boundaries was not authorized by law.

## **II. Consideration of the factors and objectives leads to denial of the proposal.**

The Board is to consider the factors listed in RCW 36.93.170 and attempt to achieve the objectives listed in RCW 36.93.180.

### **A. Factors.**

(1) Population and territory. Point Wells is in unincorporated Snohomish County and has no population. The Snohomish County Comprehensive Plan designates Point Wells as Urban and includes the area in the Town's Municipal Urban Growth Area (MUGA).<sup>15</sup> The territory consists of approximately 97 acres and is generally divided between an "upper bluff" area and a "waterfront" area. The upper bluff extends westward from the Town's boundary to approximately the 100 foot contour. The "waterfront" area extends westward from the 100 foot contour to Puget Sound.

The upper bluff is owned by one property owner and is designated under the County and Town's Comprehensive Plans for single-family residential development. The lower "waterfront" area has three property owners (BSRE, Burlington Northern and King County), and the majority of the area is owned by BSRE. The current uses in the waterfront area are industrial. However, the County and Town's Comprehensive Plans envision the development of a mixed-use urban village on BSRE's property and the annexation of the entire MUGA, and the provision of utilities thereto, by the Town.<sup>16</sup>

The entirety of Point Wells is 97% surrounded by the Town and Puget Sound. The sole existing vehicular access to the waterfront area of Point Wells is through a short portion of Richmond Beach Drive located within the Town between BSRE's property and the County line. The Town's road connects with Richmond Beach Drive in Shoreline south of the County line. Vehicular access to the upper bluff is provided by two streets in the Town.

Shoreline has planned for annexation of the waterfront area. However, Shoreline's Comprehensive Plan designation has not been approved by Snohomish County, and no

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<sup>15</sup> See Attachment 8

<sup>16</sup> See Town's MUGA Subarea Plan,

[http://www.townofwoodway.com/landuse/documents/TownCounciladoptedExhibitBWoodway\\_MUGA\\_Subarea\\_Plan8-5-13.pdf](http://www.townofwoodway.com/landuse/documents/TownCounciladoptedExhibitBWoodway_MUGA_Subarea_Plan8-5-13.pdf).

interlocal agreement reflecting coordinated planning with the Town or the County currently exists.<sup>17</sup> More importantly with regard to assumption, the Shoreline Comprehensive Plan does not envision the upper bluff area being annexed to Shoreline – an area to which Shoreline now seeks to provide sewer service.<sup>18</sup>

(2) Municipal services. Water and sewer utility services to Point Wells can only be provided through the corporate limits of the Town. BSRE's industrial uses are provided with water service from Olympic View and sewer services, as noted above, from Ronald. There are no sewer utilities currently provided to the upper bluff, and there are no sewer facilities subject to this proposed assumption connecting Lift Station 13 and Ronald's facilities in King County. There are no sewer facilities within Point Wells currently sufficient to support the planned development of BSRE's property as a mixed-use urban village.

Snohomish County's Comprehensive Plan designates Point Wells as being within the Town's Sewer Service Planning Area. This designation reflects the fact that for many years the Town operated its own sewer system. In 2004, the Town and Olympic View executed an interlocal agreement whereby the Town transferred its sewer facilities to Olympic View and authorized Olympic View to provide sewer service to the Town.<sup>19</sup> Olympic View now serves the Town pursuant to this contractual relationship, and they have the ability and authority to serve the four homes located within Woodway (and alleged to be within Ronald's corporate boundaries) that are not subject to Shoreline's proposed assumption.<sup>20</sup>

The current sewer service provided by Ronald to the waterfront area goes through facilities located within the Town (which Shoreline does not seek under this assumption) to a lift station owned by King County. The lift station pumps the sewage through a large pipe located primarily within the Town to the City of Edmonds Treatment Plant. King County's pipe through the Town is subject to a 1989 agreement between King County and the Town that expires in 2036. Olympic View owns capacity at the treatment plant, but Ronald does not.

A new lift station will be needed in the waterfront area to provide sewer service to BSRE's proposed mixed-use development. Under all scenarios, the infrastructure needed to provide service to this development will be constructed within the Town and be treated

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<sup>17</sup> In *Chevron v. Central Puget Sound Growth Management Board*, 123 Wash. App 161 (2004), the Court of Appeals held that each municipality could designate the same area as a potential annexation area without violating GMA. Since that decision Snohomish County has established MUGAs and designated Woodway as the municipality that would potentially annex that area.

<sup>18</sup> See Attachment 9, Designation of a Future Service and Annexation Area at Point Wells.

<sup>19</sup> See Attachment 10

<sup>20</sup> The Town has indicated its possible intent to resume sewer operations. But this will not occur until 2023 at the earliest. See Attachment 11

at the Edmonds Treatment Plant. The most cost effective and efficient route for any new service is to pump the sewage directly up the hill, through the Town to the treatment plant, rather than through Shoreline or King County's lift station.

(3) Effect on governmental structure. If Shoreline's proposed assumption is approved, the City of Shoreline would be the sewer provider and Olympic View would be the water provider. This split of utility is unnecessary given that the entire area is within Olympic View's corporate boundaries and Olympic View has the ability to provide both water and sewer services. Equally important, future Point Wells residents will have the ability to vote for the people that set their water rates and policies, but those residents would be denied the ability to vote for the people that set their sewer rates and policies. And future residents of the upper bluff will forever be disenfranchised, because Shoreline does not intend to ever annex this area.

B. Objectives. The Town believes that objectives 1-4 are the only relevant objectives for this particular proposal. Obviously, Shoreline has the burden to prove that its proposal meets one or all of the relevant objectives.

(1) Preservation of natural neighborhoods. Point Wells is 97% surrounded by the Town and Puget Sound. The entire area is within Olympic View's corporate boundaries, and the Town's MUGA and Sewer Service Planning Area as designated in Snohomish County and the Town's Comprehensive Plans. All water and sewer services currently are (and in the future will be) provided through the Town's corporate boundaries. In contrast, Shoreline's Comprehensive Plan alone envisions annexation of Point Wells, and even then, only contemplates annexation of a portion of the area. Denying Shoreline's proposal would help preserve a natural neighborhood.

(2) Use of physical boundaries and land contours. The contours of the land and the location of the railroad track and Puget Sound require that sewer lines go through the Town to the Edmonds Treatment Plant.

(3) Preservation of logical service areas. This appears to be the most relevant objective. As indicated above, Olympic View already is the designated water and sewer provider for the entirety of Point Wells. The entire area also is within Olympic View's corporate boundaries. It will be easier and substantially cheaper to provide service to the waterfront area and the upper bluff through Olympic View than through Ronald. And as noted above, separating the water service provider from the sewer service provider adds an unnecessary level of complexity to governance and service provision.

Lastly, there will be no reasonable ability for Shoreline to serve Point Wells (either the waterfront or the upper bluff) without constructing facilities located within the Town. Shoreline is not seeking to assume any of Ronald's assets located within the Town's corporate limits. As a result, there will be no physical connection owned by Shoreline



between Lift Station 13, which Shoreline is seeking to assume, and Shoreline's proposed sewer facilities in King County.

The Town adopts the facts and arguments made by Olympic View on this objective. And the Town joins in Olympic View's request that Ronald's assets in the Town be transferred to the Town. The Town and Olympic View have an existing agreement that requires Olympic View to provide service to customers in the Town.<sup>21</sup>

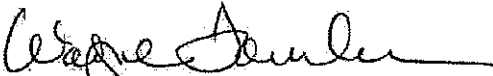
(4) Prevention of abnormally irregular boundaries. Shoreline proposes an irregular boundary. Point Wells is 97% surrounded by the Town and Puget Sound, with the only vehicular access provided by the Town. Shoreline's physical connection with Point Wells primarily consists of railroad right-of-way and tidelands – a connection not reasonably able to contain facilities necessary to serve Point Wells (either the waterfront or upper bluff). Shoreline's existing corporate boundaries (which largely correspond with Ronald's boundaries) provide a more logical boundary for Shoreline's proposed sewer services.

### III. Conclusion

For the above reasons, the Town respectfully requests the Boundary Review Board to deny Shoreline's request. The Town requests that the Board finds Shoreline's request inconsistent the Growth Management Act and Snohomish County's Comprehensive Plan. The Town further requests that the Board finds that Ronald's corporate boundaries do not extend within Snohomish County. Lastly, the Town requests that the Board transfer to the Town Ronald's assets located within the Town and determine that the four lots in Woodway be served by Olympic View.<sup>22</sup>

Very truly yours,

OGDEN MURPHY WALLACE, PLLC



Wayne D. Tanaka

WDT/gjz  
Attachments

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<sup>21</sup> See Attachment 10

<sup>22</sup> The Town has a pending Public Records request with Snohomish County. The County has indicated that the request will be fulfilled by mid-August. The Town reserves the right to submit additional documents as they become available.

WASHINGTON STATE  
BOUNDARY REVIEW BD.

AUG 08 2014

FOR SNOHOMISH COUNTY

Wayne D. Tanaka  
wtanaka@omwlaw.com

**VIA LEGAL MESSENGER**

August 8, 2014

Heidi Turner, Clerk of the Board  
Washington State Boundary Review Board  
For Snohomish County  
3000 Rockefeller Ave  
MS 409  
Everett WA 98201

RE: City of Shoreline's Proposed Assumption of Ronald Wastewater District  
within Snohomish County  
(BRB No. 04-2014)

Dear Ms. Turner:

I am the Town Attorney for the Town of Woodway (Town) and submit this material in opposition to the City of Shoreline's (Shoreline) Proposed Assumption of the Ronald Wastewater District (Ronald) within Snohomish County. The Town adopts and incorporates the facts, exhibits and objections that are being submitted by the Olympic View Water and Sewer District (Olympic View).

In summary, the Town's opposition is based on two primary factors. First, that Ronald or its predecessors never legally annexed any territory within Snohomish County and therefore, other than Pump Station 13 and an access easement, there is nothing within Snohomish County to assume. Secondly, under the factors and criteria established by RCW 36.93, either Olympic View or the Town is the more logical and efficient service provider.

**I. No territory in Snohomish County was ever lawfully annexed by Ronald or its predecessor.**

Ronald is a sewer district organized and existing pursuant to RCW Title 56. It was incorporated in 1951 pursuant to an election. The boundaries of Ronald at that time did not include any area in Snohomish County.<sup>1</sup> At no time since has Ronald itself annexed any territory in unincorporated Snohomish County. Any assertion that the corporate boundaries of the Ronald

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<sup>1</sup> See Attachment 1

Sewer District extend within Snohomish County depend upon actions of the Sewerage and Drainage Improvement District No. 3 of King County (District 3). In 1985, the King County Council, which was presumptively the governing body of District 3<sup>2</sup>, transferred ownership and operation of District 3 to Ronald. This transfer also purported to “annex” District 3 into Ronald. The question, however, is whether or not the area of unincorporated Snohomish County west of Woodway was ever lawfully included within District 3’s corporate boundaries and whether the annexation was otherwise lawful.

District 3 was a dike and drainage and sewerage improvement district organized under former Chapter 85.08 RCW.<sup>3</sup> On September 17, 1970, District 3 and Standard Oil Co. of California (Standard Oil) entered into an agreement involving installation of a new sewage lift station on Standard Oil’s property located in unincorporated Snohomish County.<sup>4</sup> This lift station is now known as Lift Station 13. Furthermore, on October 11, 1971, Standard Oil granted District 3 a non-exclusive right of way and easement to maintain Lift Station 13.<sup>5</sup> Finally, in 1984, Chevron USA, Inc. (Standard Oil) consented to assignment of the easement to Ronald.<sup>6</sup> That is the extent of any official action regarding District 3 and unincorporated Snohomish County that bears on the issues before the BRB. Note that none of these documents purports to annex unincorporated Snohomish County into District 3. At most these documents indicate that District 3 agreed to provide sewer service to the Standard Oil facilities then existing on the site.

A careful review of former RCW Chapter 85.08 and the session laws in effect in the 1970’s fail to disclose any authority for a sewerage improvement district to enter into what amounts to a developer extension agreement or for a King County sewerage improvement district to operate outside its boundaries or the boundaries of King County. As a special purpose district, District 3’s powers are to be narrowly construed.<sup>7</sup> Since there is no specific authorization for the type of agreement entered into in 1970 such action must be considered *ultra vires*. No approval was sought for this extension agreement from either Snohomish County or Olympic View. This is especially curious

King County’s own 1984 Sewerage General Plan for District 3 shows that the corporate limits of District 3 do not extend into Snohomish County.<sup>8</sup> This plan was approved shortly before King County and Ronald agreed that Ronald would take over operations of District 3.<sup>9</sup> Then the County purported to have the superior court approve an “annexation” of the area Snohomish

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<sup>2</sup> In 1984 the County elected to operate District 3 under RCW 36.94 since RCW 85.08 was repealed in 1985.

<sup>3</sup> See Sewerage General Plan, page 1, adopted by Ordinance 6708, Attachment 2.

<sup>4</sup> See Attachment 3

<sup>5</sup> See Attachment 4, Addendum D

<sup>6</sup> See Attachment 4, Addendum C

<sup>7</sup> *Branson v. Port of Seattle*, 152 Wn. 2d 862, 101 P. 3d 67 (2004)

<sup>8</sup> See Attachment 2

<sup>9</sup> See Attachment 4, Agreement Transferring Sanitary Sewer System between District 3 and Ronald,

County to Ronald.<sup>10</sup> This supposed annexation of the Snohomish County area was completely illegal since, as has been shown above, at no time did District 3 encompass any area in Snohomish County and thus there was nothing in Snohomish County for District 3 to transfer or assume except for Lift Station 13 and the easement.

RCW 36.94.420 does provide that upon completion of a transfer of a system from the County to a sewer district the "area served" shall be deemed annexed to the sewer district. What does "area served" mean? As King County itself states in Ordinance 6708<sup>11</sup>, the county is operating under Chapter 36.94 RCW.<sup>12</sup> RCW 36.94.020 authorizes a county to own and operate a sewer system "within all or a portion of the county." There is no authorization for a county to operate a sewer utility in another county, absent some form of interlocal or other agreement which has not been provided. Olympic View was apparently never contacted by Standard Oil or District 3 regarding the 1971 agreement. Furthermore, as has been shown above, District 3 had no specific authority to enter into an agreement to operate outside its boundaries, much less in another county. Therefore, it is inconceivable that the law could allow an annexation of territory that was not legally served by the governmental agency.

Other actions taken by Ronald are inconsistent with the claim that Ronald's corporate boundaries extend into Snohomish County. In 1988 a Daniel Briggs wished to bring sewer service to three lots of a proposed subdivision located in the Town of Woodway. At that time the Town which was operating a sewer utility did not have plans to serve that area of town. Mr. Briggs, with the Town's blessing, entered into an agreement with Ronald to provide temporary sewer service until the area could be served by the Town.<sup>13</sup> Later, in 1993, apparently at Ronald's instigation, Mr. Briggs asked the Town to consent to Ronald providing permanent service. The Town rejected this request as the Town wanted to retain the right to serve the property in the future.<sup>14</sup> If Mr. Briggs' property had been within the corporate limits of Ronald, then Ronald would not have needed to enter into a contract with the property owner to provide sewer service and would not have required permission from the Town. The temporary sewer service agreement itself provides that Ronald "is a municipal corporation in King County, Washington, operating a sewer system in King County."

Olympic View, on the other hand, has clearly established that the Snohomish County area is within its corporate boundaries and within its service area. In fact Olympic View is the water service provider to the area and would presumably remain so even if Shoreline's proposal is approved.

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<sup>10</sup> See Attachment 5. The area in Snohomish County included all unincorporated areas west of Woodway and the now 4 lots owned by Briggs in the Town. See Addendum A to Attachment 4.

<sup>11</sup> See Attachment 2, Section 1.

<sup>12</sup> This was apparently accomplished in 1984.

<sup>13</sup> See Attachment 6. Note that the agreement references another agreement with Ronald for sewer service to one additional lot.

<sup>14</sup> See Attachment 7

## II. Consideration of the factors and objectives leads to denial of the proposal.

The Board is to consider the factors listed in RCW 36.93.170 and attempt to achieve the objectives listed in RCW 36.93.180.

### A. Factors.

(1) Population and territory. The area in unincorporated Snohomish County has no population. The Snohomish County Comprehensive Plan designates the area as Urban and has included the area in the Town's Municipal Urban Growth Area. (MUGA)<sup>15</sup> The area consists of an "upper bluff" portion, which is immediately west of the Town's boundaries and a lower area that is the subject of an application to develop a residential and multi-use project. The Town's Comprehensive Plan has planned for the possible eventual annexation of the MUGA, and has established certain development guidelines that would be applicable upon annexation. Zoning for the area is Planned Community Business, R-9600 and Heavy Industrial.

While Shoreline's Comprehensive Plan also shows a portion of the unincorporated area as within its future annexation area, this plan has not been approved by Snohomish County.<sup>16</sup> Furthermore, the Shoreline Comprehensive Plan does not envision the upper bluff area being annexed to Shoreline.<sup>17</sup>

Snohomish County's Comprehensive Plan requires an interlocal agreement between any city seeking annexation in Snohomish County that does not already have territory in Snohomish County. The interlocal agreement is also required with any jurisdiction deemed necessary by the county. The Town understands that Snohomish County believes that this policy is also applicable to assumptions which are the first step to annexation.<sup>18</sup>

(2) Municipal services. For many years the Town operated its own sewer system. Water is and has always been provided by Olympic View. In 2004 the Town transferred all sewer facilities to Olympic View and authorized Olympic View to provide sewer service to the Town.<sup>19</sup> However, the agreement also provided that the Town again assume sewer operations upon giving Olympic View 10 years notice. On November 18, 2013, the Town gave such notice.<sup>20</sup> Even if the Town may resume operating a sewer utility in the future, the Town intends to coordinate such service with Olympic View.

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<sup>15</sup> See Attachment 8

<sup>16</sup> In *Chevron v. Central Puget Sound Growth Management Board*, 123 Wash. App 161 (2004), the Court of Appeals held that each municipality could designate the same area as a potential annexation area without violating GMA. Since that decision Snohomish County has established MUGAs and designated Woodway as the municipality that would potentially annex that area.

<sup>17</sup> See Attachment 9, Designation of a Future Service and Annexation Area at Point Wells.

<sup>18</sup> See discussion of annexation in Attachment 9

<sup>19</sup> See Attachment 10

<sup>20</sup> See Attachment 11

All water and sewer service currently provided to Pt. Wells goes through the Town of Woodway. Service even under Ronald goes through Woodway to Edmonds Treatment Plant. Sewer service to any new development at Pt. Wells will travel under all scenarios through Woodway to the Edmonds Treatment Plant.

(3) Effect on governmental structure. If approved, the City of Shoreline would be the sewer provider and Olympic View would be the water provider. This split of utility providers creates just one more level of government. Most importantly, unless and until Shoreline is able to annex the area into Shoreline, any residential customers in Snohomish County will not be able to vote for the people that set their sewer rates and policies. Since Shoreline has no plans to annex the upper bluff area, then presumably those customers will forever be disenfranchised. If, on the other hand, the proposal is denied, and Olympic View is the sewer service provider then any residential customer will be able to vote for the officials that set rates and policies, whether that be Olympic View or the Town.

B. Objectives. The Town believes that objectives 1-4 are the only relevant objectives for this particular proposal. Obviously Shoreline has the burden to prove that its proposal meets one or all of the relevant objectives.

(1) Preservation of natural neighborhoods. Shoreline's Comprehensive Plan only contemplates annexation of a portion of the unincorporated area. The Town's Comprehensive Plan and Snohomish County's MUGA contemplate that the Town would eventually annex the entire area. Thus, denying Shoreline's proposal would help preserve a natural neighborhood.

(2) Use of physical boundaries and land contours. The contours of the land require that sewer lines go through Woodway and Snohomish County.

(3) Preservation of logical service areas. This appears to be the most relevant objective. As indicated, Olympic View is already the designated water and sewer provider for the entire unincorporated area. The entire area is also within Olympic View's corporate boundaries. Olympic View has substantially lower connection charges: It will be easier and substantially cheaper to provide service to Pt. Wells and the upper bluff through Olympic View than through Ronald. As noted above, creation of two utility providers in the Pt. Wells area creates an unnecessary level of government. Moreover, the ratepayers in the Pt. Wells area could be unable to vote for the entity that sets their sewer rates and policies. Shoreline has also not provided for the continued service of the four properties in Woodway that are being served by Ronald pursuant to a temporary service agreement. Shoreline is not seeking to assume this portion of what Shoreline thinks is within Ronald's boundaries. As such Ronald would be a four-lot sewer district with no customers. Moreover, the four property owners in Woodway would be unable to vote for the Shoreline City Council and would thus be under the control of people that are not accountable to them. Woodway joins in Olympic View's request that the properties in Woodway be transferred to the Town. Woodway and Olympic View have a current agreement that requires Olympic View to provide service to customers in Woodway.

The Town particularly adopts the facts and arguments made by Olympic View on this objective.

(4) Prevention of abnormally irregular boundaries. Shoreline proposes an irregular boundary: Because Shoreline cannot assume territory within the Town of Woodway, Shoreline's proposed assumption creates an irregular boundary because there will be no physical connection owned by Ronald between Shoreline and Lift Station 13.

### **III. Conclusion**

For the above reasons, the Town respectfully requests the Boundary Review Board to deny Shoreline's request and find that Ronald's corporate boundaries do not extend within Snohomish County. The Town further requests the Board determine that the four lots in Woodway be served by Olympic View.<sup>21</sup>

Very truly yours,

OGDEN MURPHY WALLACE, PLLC



Wayne D. Tanaka

WDT/gjz  
Attachments

---

<sup>21</sup> The Town has a pending Public Records request with Snohomish County. The County has indicated that the request will be fulfilled by mid August. The Town reserves the right to submit additional documents as they become available.





Mr. Kenneth Mac Donald  
602 New World Life Bldg  
Seattle

Parker & Hill

RESOLUTION NO. 12871

✓ Elec. Supt  
✓ Eng  
✓ Assessor  
✓ Treas  
✓ File

WHEREAS, a special election was held on the 31st day of July, 1951 in a portion of Arethusa, Bircenna, Echo Lake, Elise, Florence, Greenwood, Kilkenny, Louise, Ronald and Rowena Precincts, King County, Washington, for the purpose of voting on the proposition of forming a sewer district to be known as Ronald Sewer District and of electing three commissioners for said district in the event of its formation, and

WHEREAS, the Election Board of King County, Washington, has canvassed the returns of said election and has certified to the following results:

Ronald Sewer District	Yes.....103
Ronald Sewer District	No ..... 29
<u>Sewer District Commissioner</u>	Two Year Term
Orrie O. Carter. . . . .	101
<u>Sewer District Commissioner</u>	Four Year Term
A. G. Art Seels. . . . .	100
<u>Sewer District Commissioner</u>	Six Year Term
Earl C. Zelle. . . . .	92

WHEREAS, the said Election Board has declared that a majority of the voters voting upon the said proposition have voted in favor of the formation of said District to be known as the Ronald Sewer District, now therefore,

BE IT RESOLVED, that the Board of County Commissioners of King County, Washington, that such sewer district has been formed and established and become a municipal corporation of the State of Washington; that its name shall be Ronald Sewer District, and that its boundaries are described as follows:

Beginning at the northwest corner of the SW $\frac{1}{4}$  of Sec. 13, Twp. 26 North, Range 4 East W. M.;

Thence west along the north line of the SE $\frac{1}{4}$  of Sec. 13, Twp. 26 North, Range 3 East W.M. (N. 155th St.) 150 feet;

Thence north parallel to and 150 feet west of the east line of the SE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of said Section 13 (Greenwood Avenue) to the north line of said SE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 13;

Thence east along the north line of the said SE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 13 (N. 160th St.) to the NE corner of said SE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 13;

Thence north along the east line of Sec. 13 (Greenwood Ave.) and Sec. 12, Township 26 North, Range 3 East W.M., to the SE corner of the NE $\frac{1}{4}$  of Section 12;

Thence west along the south line of said NE $\frac{1}{4}$  of Sec. 12 (W. 175th St.) to the SW corner of said NE $\frac{1}{4}$  of said Sec. 12;

Thence north along the west line of the said NE $\frac{1}{4}$  of Sec. 12 (8th Ave. N.W.) to a point 150 feet north of the SW corner of the NW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of said Section 12;

Thence east parallel to and 150 feet north of the south line of said NW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Sec. 12 (W. 180th St.) to the east line of

Att. 1

Thence west along the north line of the S $\frac{1}{4}$  of the S $\frac{1}{2}$  of the SE $\frac{1}{4}$  of said Section 6 to a point on the northerly extension of the west lines of lots 9 to 11 inclusive, in Block 2 of Richmond Acres, as recorded in Vol. 24 of Plats, Page 25, Records of King County, Washington.

Thence southerly along said west line extended of lots 9 to 11 inclusive, and the west lines of said lots 9 to 11, inc., to the southwest corner of said lot 9, Block 2, Richmond Acres;

Thence southeasterly to the NW corner of lot 1, Block 3, of said Richmond Acres; thence southerly along the west lines of lots 1 to 6, inclusive in said Block 3 and continuing southerly on the southerly extension of the west lines of said lots 1 to 6, inclusive, Block 3 to a point 150 ft. south of the north line of the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 7, Twp. 26 North, Range 4 East W. M.

Thence easterly 150 ft. southerly of and parallel to the north line of the said SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Sec. 7 (N. 180th St.) to the west line of the E $\frac{1}{4}$  of the W $\frac{1}{2}$  of the E $\frac{1}{2}$  of said Sec. 7;

Thence southerly on the said west line of the E $\frac{1}{4}$  of the W $\frac{1}{2}$  of the E $\frac{1}{2}$  of Section 7 to the south line of said Section 7;

Thence continuing south on the west line of the E $\frac{1}{4}$  of the NW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 18, Township 26 N.R. 4 E.W.M., to the north line of the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of said Section 18;

Thence west on the north line of said SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Sec. 18 (N. 160th St.) to the NW corner of the E $\frac{1}{2}$  of the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of said Section 18;

Thence south along the west line of the said E $\frac{1}{2}$  of the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 18 (Stone Ave.) and the west line of the NE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of said Section 18, to the SW corner of said NE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 18;

Thence west along the south line of the N $\frac{1}{2}$  of the NW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of said Sec. 18 to the north and south centerline of said Section 18;

Thence north along the north and south centerline of said Section 18 to the east and west centerline of said Sec. 18;

Thence west along the east and west centerline of said Sec. 18 to the NW corner of SW $\frac{1}{4}$  of said Section 18 and the Point of beginning, EXCEPT the following described area.

All that portion lying north of the east and west center lines of Section 18, Twp. 26 N.R. 4 E.W.M. and Section 13, Twp. 26 N. R. 3 E.W.M. west of the west line of E $\frac{1}{2}$  W $\frac{1}{2}$  of Sections 6, 7 and 18 Twp. 26 N.R. 4 E.W.M. and south of the south boundary of the Richmond Beach pavement Road No. 993."

BE IT FURTHER RESOLVED that the following be and they hereby are declared to be elected commissioners for said Ronald Sewer District to-wit:

Two Year Term  
Four Year Term  
Six Year Term

Orrie O. Carter  
A. G. Art Seels  
Earl C. Zelle

Page 4

RESOLUTION NO. 12871

PASSED this 20 day of August 1951.

[Signature]  
[Signature]  
[Signature]  
BOARD OF COUNTY COMMISSIONERS  
KING COUNTY, WASHINGTON

ATTEST:  
ROBERT A. MORRIS  
Clerk of the Board

By [Signature]  
Deputy



January 13, 1984  
3276A/hz

INTRODUCED BY: AUDREY GRUGER

PROPOSED NO. 84-50

ORDINANCE NO. 6708

AN ORDINANCE adopting the Sewerage General Plan for the County operated Richmond Beach Sewer Service Area under the provisions of RCW 36.94 and KCC 20.12.030.

PREAMBLE:

The Council of King County has declared it advisable and necessary to prepare a sewer general plan for sewer service to the Richmond Beach Area of the County.

A comprehensive sewerage plan, entitled "Sewerage General Plan - Richmond Beach" dated May 1981, has been prepared. The Richmond Beach Sewer Area Sub-Committee of the King County Sewerage General Plan Review Committee reviewed the plan, and on August 11, 1981, recommended it be approved in accordance with Chapter 36.94 RCW.

Sewer service to this area is consistent with the King County Sewerage General Plan.

On June 4, 1981 King County filed a Declaration of Non-Significance for the proposed reorganization of the Richmond Beach sewer service area pursuant to RCW 36.94.

As required by RCW 36.94 the Metro Council on October 1, 1981 approved the Richmond Beach Sewerage General Plan by Resolution No. 3780.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The "Sewerage General Plan - Richmond Beach," (attached) is hereby adopted as an amendment to Chapter 7 of the King County Sewerage General Plan pursuant to Chapter 36.94 RCW and as an element to the comprehensive plan for King County under the provisions of KCC 20.12.030. The Sewerage General Plan for the County operated Richmond Beach

1 sewer system is an amplification and augmentation of the County  
2 Comprehensive Plan, as provided in Chapter 7 of the King County  
3 Sewerage General Plan.

4 INTRODUCED AND READ for the first time this 23rd day  
5 of January, 1984.

6 PASSED this 5th day of March, 1984.

7  
8 KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

9  
10 Gary Grant  
11 Chairman

12 ATTEST:

13  
14 Dorothy M. Quinn  
15 Clerk of the Council

16 . APPROVED this <sup>13th</sup> day of March, 19 84.

17  
18 Randy R. Will  
19 King County Executive  
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SEWERAGE GENERAL PLAN

FOR

RICHMOND BEACH

KING COUNTY SEWER UTILITY

DEPARTMENT OF PUBLIC WORKS

FEBRUARY, 1984



This general plan has been prepared to satisfy the requirements of K.C.C. 13.24 and RCW 36.94, prior to changing the operating authority of the district from the Diking and Drainage Act, RCW Title 85, to the County Services Act, RCW 36.94.

An environmental checklist has been circulated and a Declaration of Non-Significance prepared.

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Richmond Beach Sewerage and Drainage  
District No. 3

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## BACKGROUND

The Richmond Beach sewer system encompasses 350 acres located in the northwest corner of King County (see Figure 1). A portion of the system dates back to 1918 when an 8-inch sewer line was constructed from the Firlands Sanitorium to Puget Sound. In 1939 and 1940 the Richmond Beach sewer system and treatment plant were constructed and the Sewerage and Drainage District No. 3 was formed in 1941. A sub-district was formed and constructed in 1965.

The District is operated by the County under the authority of RCW 85.08, the Diking, Drainage, and Sewerage Improvement District Act.

The district is bounded on the north by Snohomish County, to the east and south by the Ronald Sewer District and Puget Sound to the west with the exception of the area west of 27th Avenue West known as Apple Tree Lane. The Seattle city limits are four miles south of the area.

No expansion of the present system boundary is anticipated.

## SUB-BASIN IDENTIFICATION

The following sewer general plan is located within portions of two separate sub-basins designated as NPS-8 and NPS-9 (Boeing Creek subarea) in the comprehensive sewer plan entitled "Metropolitan Seattle Sewerage and Drainage Survey," dated May 19, 1958. N.P.S. indicates drainage into the North Puget Sound basin. The report was prepared by the firm of Brown and Caldwell and was

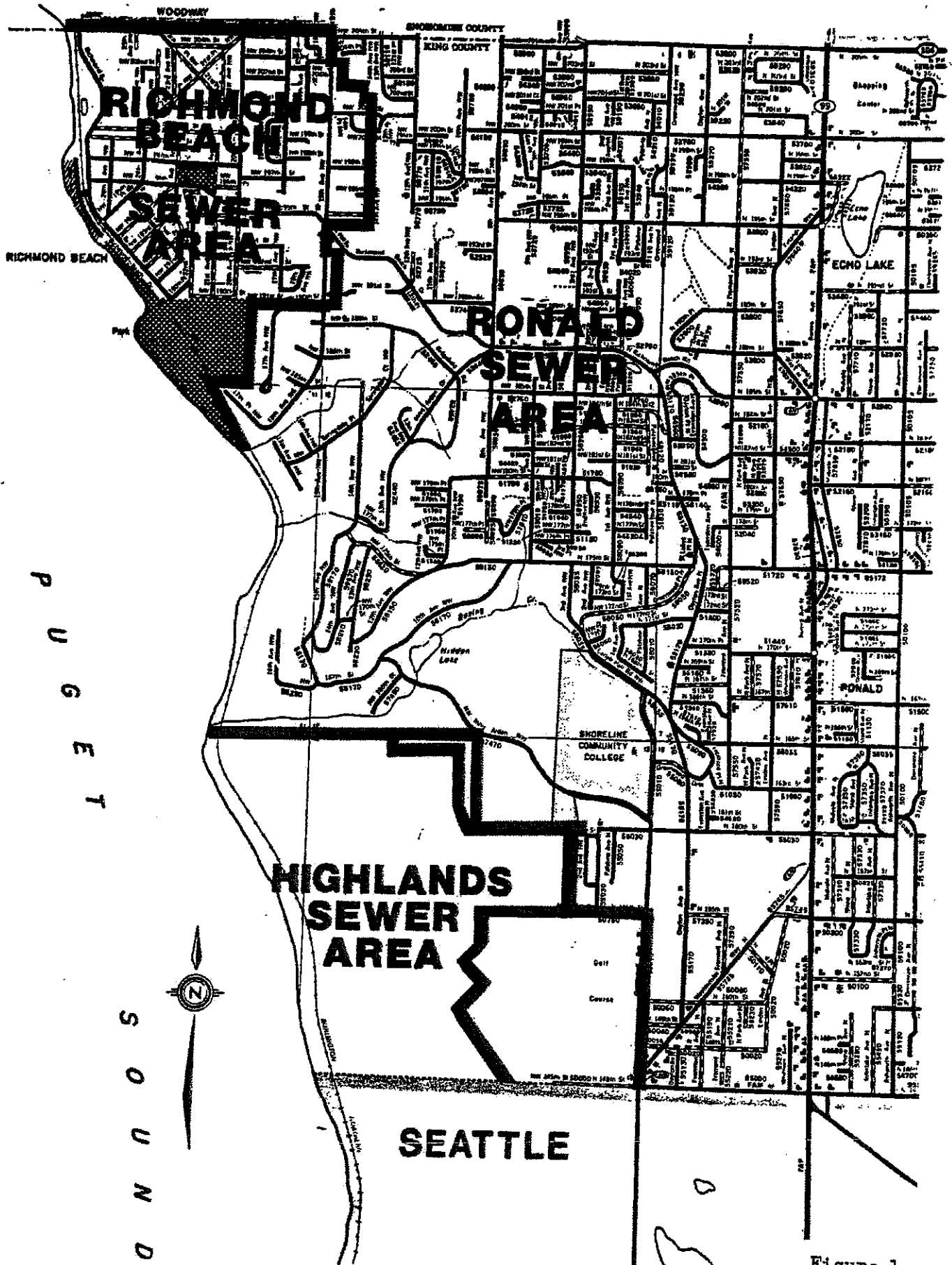


Figure 1

subsequently adopted by resolution by the Municipality of Metropolitan Seattle. Figure 2 identifies the drainage basins in the Richmond Beach Sewer System.

The service area of the system is within the local service area established by the King County Sewerage General Plan as adopted by County Ordinance No. 4035 on January 15, 1979.

#### TOPOGRAPHY AND SOIL DESCRIPTION

Drainage in the district is generally westerly toward Puget Sound. Figure 2 indicates the topographic characteristics of the area. Soils in the area are generally Alderwood-gravelly- sandy-loam. Such soils are usually deemed unsuitable for long term use of septic tanks and leaching fields.

#### INTER-GOVERNMENTAL AGREEMENTS

A county-wide sewer agreement has been negotiated between King County and the Municipality of Metropolitan Seattle (METRO) providing for Metro treatment of effluent from County-operated sewer systems. An environmental assessment was prepared and circulated. The County-Metro agreement, which provides for Metro treatment of sanitary sewage collected by the County, has been executed and is in force.

There is a contract between King County and the Ronald Sewer District regarding the Apple Tree Lane area. Apple Tree Lane has been annexed by Ronald Sewer District and formation of a Utility Local Improvement District for construction of a sewer system is in progress. The County-Ronald agreement provides for transfer of Apple Tree Lane to King County if the current attempt by King County to divest the County-operated systems is not successful.



### EXISTING COLLECTION SYSTEM

The existing collection system provides service to all but a small portion of the study area.

The collection system consists of approximately 70,000 feet of sanitary sewers excluding side sewers. Three lift stations are located in the study area to pump effluent from low lying areas. Figure 3 indicates the existing facilities.

As of January 1, 1984, the system served 1,010 connections with approximately 1130 dwelling units. Service is also provided to a Chevron Petroleum plant on Point Wells just north of the King-Snohomish County border.

All effluent from the collection system is transported to the Metro Richmond Beach treatment plant located at 20001 Richmond Beach Dr. N.W., which provides primary level treatment. The treated effluent is discharged into Puget Sound.

Ownership of Lift Station No. 24, located at 19425 Richmond Beach Dr. N.W. was transferred from Metro to King County in 1979.

The most recent addition to the collection system involved construction of an 8 inch line on 15th Ave. N.W. from N. W. 191st northward for 700 feet.

In 1975 and 1976 a County construction project removed all remaining storm water connections from the sanitary sewer system. Infiltration and inflow is not considered to be a major problem in the system.

All other facilities in the system are considered to be in good condition.

Based upon the Shoreline Comprehensive Plan zoning, the density of the district could increase to approximately 1750 dwelling units, which is within the capacity of the existing system. It is doubtful that this level of density will be realized. Most of the property within the district has already been developed with a much lower density.

#### LAND USE

Most of the land in the district is devoted to single family residential use, although some multiple dwellings and neighborhood businesses exist along N.W. 195th Street between 21st Avenue N.W. and 15th Avenue N.W.

The district is included in the Shoreline Community Plan, adopted August 25, 1980 by King County Council Ordinance No. 5080. The community plan maintains the residential nature of the area. Zoning classifications for the district are indicated in Figure 3.

Most of the district is zoned RS 7,200 (327 acres) for single family residential. Portions of the district are zoned RM 2,400 (19 acres) and RD 3,600 (.5 acre) for medium density multiple dwellings. Approximately 4 acres of the district is zoned BN for neighborhood businesses.

Currently sixty percent of the areas zoned for medium density multiple dwellings have been developed with approximately 125 condominium and apartment units.



Many homes on the western slope of the study area have a broad view of Puget Sound and the Olympic Mountains. Lot sizes are in the 7,000 to 10,000 square foot range, with some lots up to several acres. The houses vary in style, size, age and condition.

The County park (Richmond Beach Park) is located in the southern portion of the district. The Richmond Beach Elementary School, located on N.W. 197th Street between 21st and 23rd Avenues N.W., is now owned by the King County Park Department and is used as a community recreation center with a small portion for a private school. The Richmond Beach Library is located at 2402 N.W. 195th Place. The Melvin G. Syre Elementary School is located just east of the district at 19545 12th Avenue N.W.

#### POPULATION

The district includes the majority of Census Tract 201 and small portions of tracts 202 and 208 (see Figure 4). The Puget Sound Council of Governments (PSCOG) has prepared population projections for the region using area allocation model (AAM) districts (see Table 2). AAM District 6660 includes the study area and is comprised of census tracts 201 and 202. The district estimates are based on the proportionate population in the study area to the population in the AAM District.

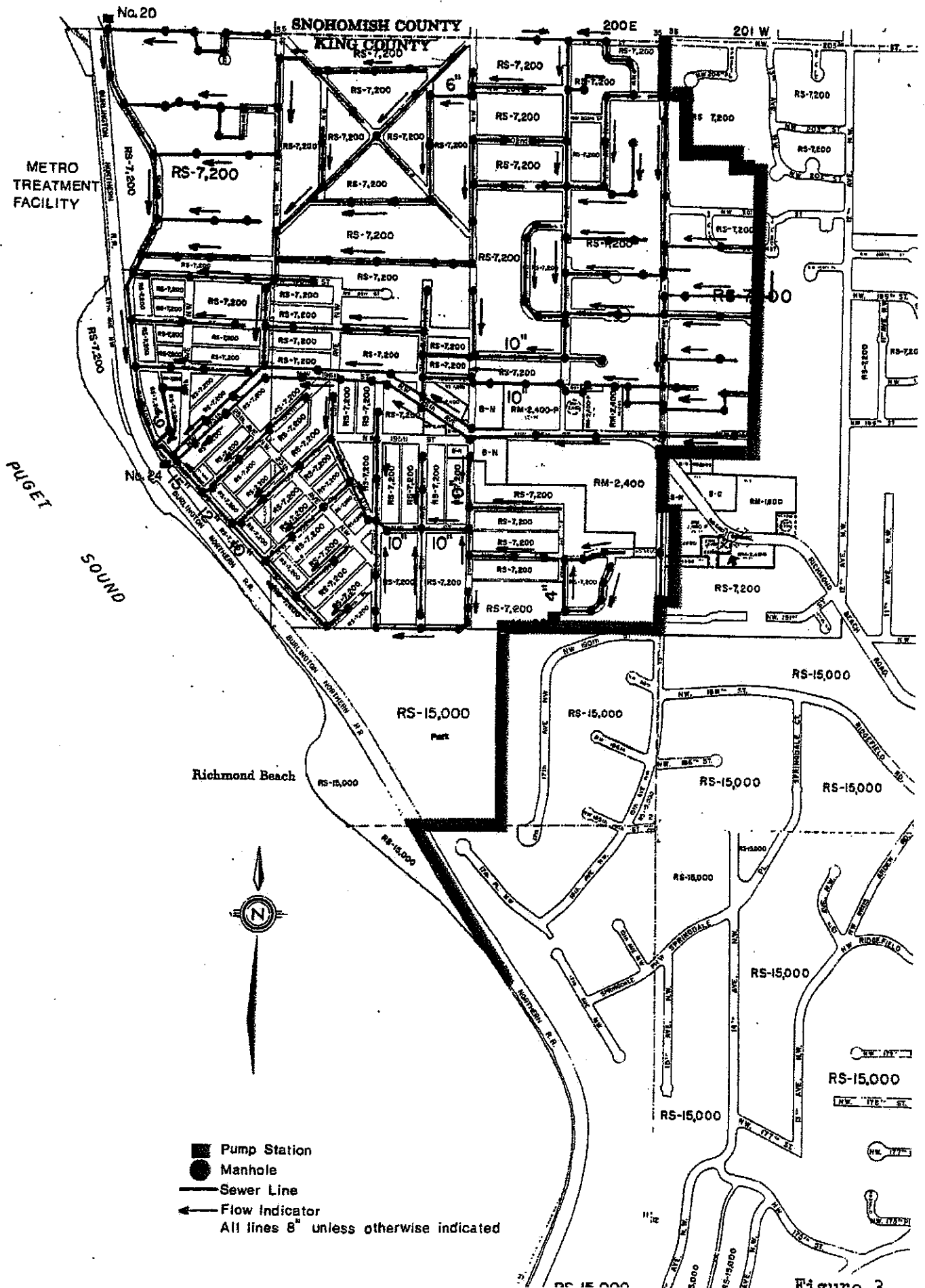


Table 2  
 RICHMOND BEACH  
 POPULATION INFORMATION BY AAM DISTRICT

	<u>Population</u>		
	<u>1970</u>	<u>1980</u>	<u>1990</u>
Richmond Beach Sewer System		3,270	3,349
AAM District 660	8,321	8,229	8,429
City of Seattle	530,831	503,501	523,227
King County	1,156,633	1,207,756	1,367,440

Single Family/Multiple Family Units in AAM District

	<u>1980</u>	<u>1990</u>
Single Family Households	2,360	2,330
Multiple Family Households	505	785
Total	2,865	3,115

AAM Population By Age Groups

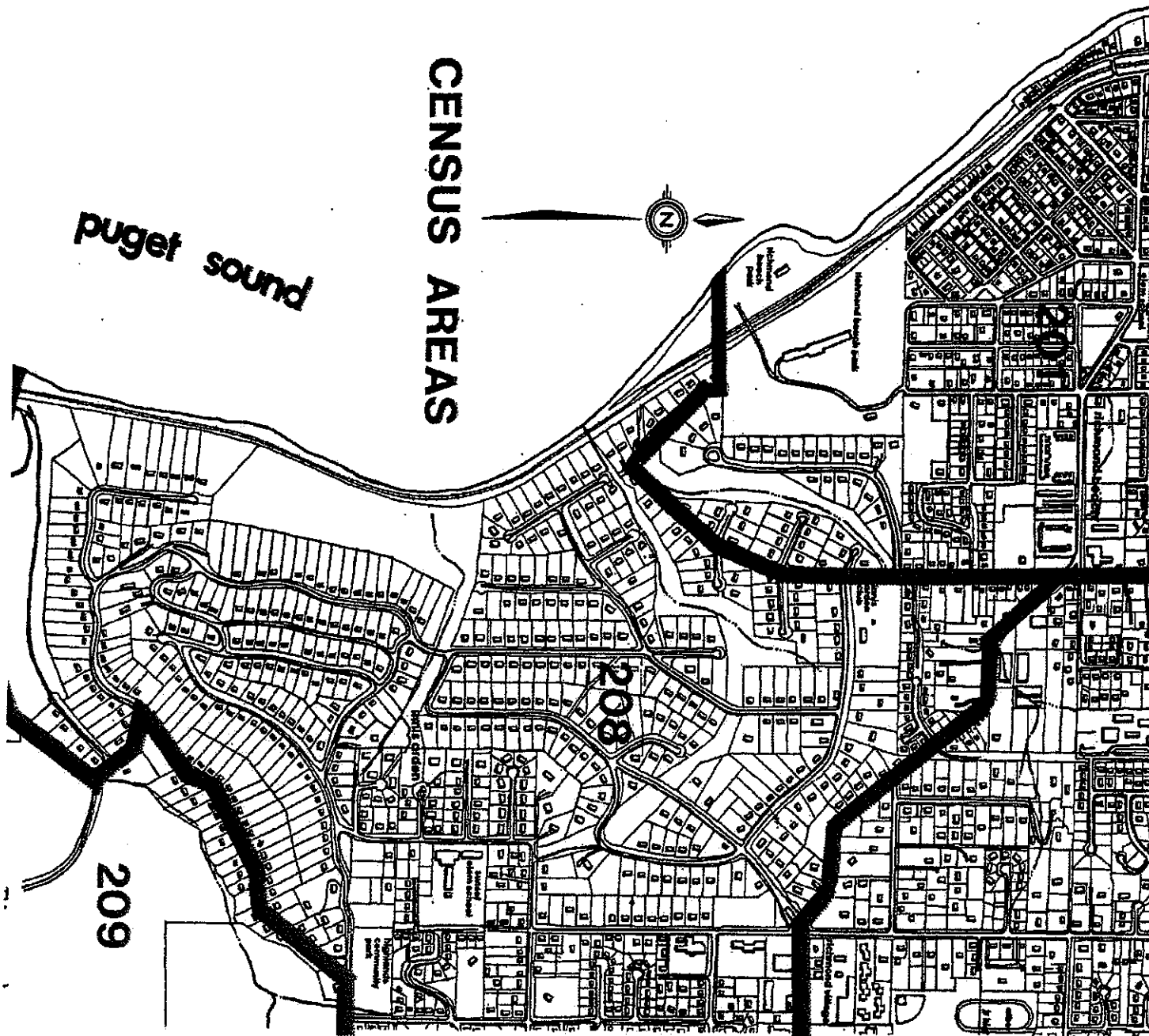
	<u>0-17</u>	<u>18-24</u>	<u>25-44</u>	<u>45-64</u>	<u>65+</u>
1980	2,179	731	2,391	2,016	912
1990	2,074	530	2,591	2,059	1,175

AAM Population by Household Size

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6+</u>
1980	550	1,057	479	384	231	164
1990	720	1,190	496	351	211	147

puget sound

CENSUS AREAS



RICHMOND BEACH

FACILITIES AND SERVICES

Schools	Shoreline School District (412)
Fire Protection	King County Fire Protection District No. 4
Police Protection	King County Precinct No. 2
Water Service	Seattle Water Department
Public Transportation	Metro Transit
Telephone Service	General Telephone
Recreation	Two King County Parks are located in the study area
Power	Seattle City Light
Gas	Washington Natural Gas

## DESIGN STANDARDS

All extensions or additions to the sewer system must adhere to the County design and material standards.

Construction plans for extensions or additions to the sewer system must be approved by the County Department of Public Works.

### Sewer Sizing

Sewers shall be designed with sufficient capacity to carry peak flows from the tributary area at ultimate development. The minimum diameter of gravity laterals shall be eight inches and side sewers, six inches. Four inch sewers to serve a single residence will be permitted from property lines to the house.

The ability of a sewer to transport suspended solids contained in sewage is related to the velocity of flow in the sewer. A velocity of two feet per second is generally considered to be the minimum which will keep pipe surfaces clean and free of deposited material.

Diameters of gravity sewers constructed of concrete are determined by means of Manning's pipe friction formula, using a roughness coefficient "n" of 0.0013 and considering the pipe to be flowing 0.8 full.

Table 3  
MINIMUM SLOPES FOR SEWER PIPES

<u>Sewer Size</u>	<u>Minimum Slope Ft./Ft.</u>
4" & 6" (for house sewers and side sewers)	0.0200
8" (for main)	0.0040
8" (end run)	0.0050

The design of force mains is predicated on the basis that they flow full and under pressure. Again, as in the case of gravity sewers, the mains must be capable of carrying the peak flow from a given area.

Force main design shall be based on a minimum self-cleaning velocity of three feet per second. The roughness coefficient will depend on the pipe material selected.

#### Developer Extensions of the Sewer System

In accordance with policy developed for the King County sewer systems, developer extension agreements will be negotiated which will include the following requirements:

1. Plans and specifications shall be prepared by a licensed professional engineer.
2. Plans and specifications shall be approved by the Washington State Department of Ecology, the Municipality of Metropolitan Seattle (METRO) and King County.
3. Inspection and testing shall be by an engineer approved by King County.
4. An area charge shall be paid prior to connection.

5. Upon acceptance of the work, the facilities shall be deeded to King County.

### FINANCES

Currently, district revenue is obtained by means of an annual maintenance assessment which is prepared and collected by the County Office of Finance. The King County Department of Public Works Utilities Section provides the Office of Finance with the necessary information required to prepare and send the maintenance assessments to the customers.

Additional revenue is also generated by permit fees and connection charges; however, as the district's growth is relatively stable, this is a small portion of the annual income.

The construction bonds for the sub-district mature in 1985. Although the amount outstanding on the bonds exceeds the assessments receivable, the district has sufficient reserves available to redeem the bonds when they mature.

Adoption of the Richmond Beach General Plan will allow the County to begin operating the system under the authority of RCW 36.94, the County Services Act.

The 1983 maintenance and operation budget for the Richmond Beach system was \$181,748.





## AGREEMENT

THIS AGREEMENT, dated the 7<sup>th</sup> day of September, 1970, by and between SEWERAGE AND DRAINAGE IMPROVEMENT DISTRICT NO. 3 OF KING COUNTY, STATE OF WASHINGTON, hereinafter called the "District", and STANDARD OIL COMPANY OF CALIFORNIA, a corporation, hereinafter called "Standard".

### WITNESSETH:

WHEREAS, Standard owns the property known as the Standard Oil Company Marine Terminal at Point Wells, Snohomish County, Washington, and desires to connect with the sewer system owned by the District, and the District is willing that such a connection be made on the terms hereinafter set forth.

NOW, THEREFORE, in consideration of the premises, conditions and covenants hereinafter set forth, it is mutually agreed as follows:

1. Standard will, at its expense, furnish and install a new sewage lift station on a portion of its real property, near the southerly entrance of said terminal, said portion shown outlined in red on the drawing marked "Exhibit A" which is attached hereto and made a part hereof. Said lift station, designed for approximately 40,000 gallons per day, shall be constructed in accordance with specifications prepared by Standard and approved by the District. It is understood and agreed the approximate maximum cost of the proposed lift station shall not exceed \$15,000.
2. Upon completion of said lift station, title to same will pass to the District, and the District will assume operation of said lift station and will maintain same in good order and repair, all at the District's expense. It is mutually understood and agreed that the operation of said lift station will not be discontinued, nor will it be removed from its original installed location, without the prior written approval of Standard.
3. Subject to Standard obtaining the necessary easements and permits, Standard will install approximately 175 feet of 8-inch gravity sewer line from the existing manhole near the District's existing lift station to the aforementioned new lift station. Upon completion of such installation, the District will reimburse Standard for the cost of said 8-inch line, such line shall thereupon become the property of the District, and said line shall be maintained and repaired by the District at the District's expense.
4. Subject to Standard obtaining the necessary easements and permits, Standard will, at its expense, install approximately 175 feet of 4-inch pressure sewer line connecting the aforementioned new lift station to the District's existing pressure line at the District's existing lift station. Upon completion of such installation, the title to said 4-inch line will pass to the District, and said line shall be maintained and repaired by the District at the District's expense.
5. Standard will, at its expense, install and maintain the necessary lines on its own real property to bring its sanitary sewage to the aforementioned new lift station.
6. Standard will upon its completion of the installation of said new lift station, grant to the District an easement to occupy that certain portion of its terminal site described and outlined in red on said Exhibit A, for the operation and maintenance of said new lift station and access thereto.

7. The District does hereby agree to defend, indemnify and save Standard harmless from and against any and all claims arising out of the operation and maintenance of the new lift station and the two lines described in paragraphs 3 and 4 herein, except for claims caused by or arising out of the negligence of Standard, its agents or employees.

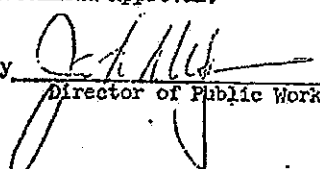
8. Standard agrees to promptly pay when due the same sewer maintenance charges as are imposed upon users within the boundaries of the District, except for charges on the Municipality of Metropolitan Seattle, which agency imposes a twenty-five per cent (25%) surcharge upon users located outside the Metro boundary. *because this is no longer applicable*  
Standard's real property is located outside the Metro boundary.

9. It is mutually agreed that, if Standard is unable to obtain within a reasonable time the necessary easements and permits referred to in paragraphs 3 and 4 herein, either party hereto shall have the right to nullify this agreement by giving written notice to the other party of its election so to do.

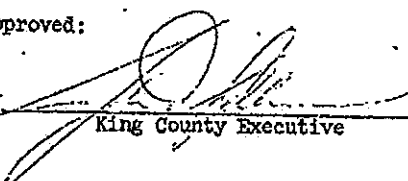
IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

SEWERAGE & DRAINAGE IMPROVEMENT DISTRICT  
NO. 3 OF KING COUNTY, WASHINGTON


Recommend Approval:

By   
Director of Public Works

Approved:

By   
King County Executive

STANDARD OIL COMPANY OF CALIFORNIA

By   
Contract Agent

By   
Assistant Secretary



July 18, 1985

INTRODUCED BY: AUDREY GRUGERPROPOSED NO. 85-374ORDINANCE NO. 7870

AN ORDINANCE authorizing the transfer of a sewer system from King County to the Ronald Sewer District.

## PREAMBLE:

The Council of King County finds that the transfer of the Richmond Beach sewer system owned and operated by King County to the Ronald Sewer District pursuant to the attached agreement is in the public interest and is conducive to the public health, safety, welfare, and convenience.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The proposed transfer of ownership and operation of the Richmond Beach sanitary sewer system from King County to the Ronald Sewer District is hereby approved.

SECTION 2. The county executive is hereby authorized to execute the proposed agreement transferring said sanitary sewer system to the Ronald Sewer District.

SECTION 3. The council chairman is hereby authorized to petition the Superior Court for a decree approving and directing that said sanitary sewer system be transferred according to the terms and conditions of the proposed agreement.

INTRODUCED AND READ for the first time this 29th day of July, 1985.

PASSED this 7th day of October, 1985.

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

Gary Grant  
Chairman

ATTEST:

Dorothy M. Owens  
Clerk of the Council

APPROVED this 14th day of October, 1985.

Randy Reutter  
King County Executive

DATE: July 22, 1985

RECEIVED

7370

TO: COUNCIL CLERK

1985 JUL 22 PM 1:49

85-374

CLERK

KING COUNTY COUNCIL

THE ATTACHED ORDINANCE/MOTION IS FOR INTRODUCTION.

Audrey L Gruger

AUDREY GRUGER  
COUNTY COUNCILMEMBER

851023 03

KING COUNTY COUNCIL

1370

COUNTY PROCESSES COMMITTEE

DATE: July 29, 1985

PROPOSED ORDINANCE 85-374


An ordinance authorizing the transfer of a sewer system from  
King County to the Ronald Sewer District.

COMMITTEE RECOMMENDATION:

- ☒ DO PASS  
☐ DO PASS SUBSTITUTE  
☐ DO PASS AS AMENDED  
☐ DO NOT PASS  
☐ NO RECOMMENDATION

  
BILL REAMS, CHAIRMAN

  
BOB GREIVE, VICE CHAIRMAN

  
BRUCE LAING

  
CYNTHIA SULLIVAN

RECEIVED

RECEIVED  
1985 JUL 29 PM 3:07  
KING COUNTY COUNCIL

## Affidavit of Publication

7370

STATE OF WASHINGTON,  
COUNTY OF KING,

J. Umagat being duly sworn, says that he/she is the principal Clerk of Seattle Times Company, publisher of THE SEATTLE TIMES and representative of THE SEATTLE POST-INTELLIGENCER, SEPARATE daily newspapers, printed and published in Seattle, King County, State of Washington; that they are newspapers of general circulation in said County and State; that they have been approved as legal newspapers by order of the Superior Court of King County; that the annexed, being a classified ad, was published in: ☒ The Seattle Times ☐ The Seattle Post-Intelligencer, and not in a supplement thereof, and is a true copy of the notice as it was printed in the regular and entire issue of said paper or papers on the following day or days \_\_\_\_\_

August 21, 1985

and that the said newspaper or newspapers were regularly distributed to its subscribers during all of said period.

85-374  
COUNTY COUNCIL  
NOTICE OF HEARING  
NOTICE IS HEREBY GIVEN  
that a public hearing will be held  
by the King County Council,  
Room 402, King County Court-  
house, Seattle, Washington, on  
the 17th day of September, 1985 at  
9:30 A.M., relating to the adop-  
tion of the following ordinance  
concerning the transfer of a sewer  
system from King County to  
Rahold Sewer System:  
BE IT ORDAINED BY THE  
COUNCIL OF KING COUNTY:  
SECTION 1. The proposed  
transfer of ownership and oper-  
ation of the Richmond Beach  
sanitary sewer system from  
King County to Rahold Sewer  
District is hereby approved.  
SECTION 2. The County Ex-  
ecutive is hereby authorized to  
execute the proposed agree-  
ment transferring said sanitary  
sewer system to Rahold Sewer  
District.  
SECTION 3. The Council  
Chairman is hereby authorized  
to petition the Superior Court  
for a decree approving and di-  
recting that said sanitary sewer  
system be transferred accord-  
ing to the terms and conditions  
of the proposed agreement.  
DATED at Seattle, Washington  
this 21st day of August, 1985.  
KING COUNTY COUNCIL  
DOROTHY M. OWENS  
CLERK

J. Umagat  
Subscribed and sworn to before me this twenty-third day  
of August, 19 85

Mary C. Cokey  
Notary Public in and for the State of Washington  
residing at Seattle, WA

851023 03



COUNTY COUNCIL NOTICE OF HEARING

7370

NOTICE IS HEREBY GIVEN that a public hearing will be held  
by the King County Council, Room 402, King County Courthouse,  
Seattle, Washington, on the 9th day of September, 1985 at 9:30 A.M.  
relating to the adoption of the following ordinance concerning  
the transfer of a sewer system from King County to Ronald Sewer  
System:

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The proposed transfer of ownership and operation  
of the Richmond Beach sanitary sewer system from King County  
to the Ronald Sewer District is hereby approved.

SECTION 2. The county executive is hereby authorized  
to execute the proposed agreement transferring said sanitary  
sewer system to the Ronald Sewer District.

SECTION 3. The council chairman is hereby authorized  
to petition the Superior Court for a decree approving and direct-  
ing that said sanitary sewer system be transferred according  
to the terms and conditions of the proposed agreement.

DATED at Seattle, Washington, this 21st day of August, 1985.

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

DOROTHY M. OWENS  
CLERK

cc: Public Works  
Health Dept.  
Assessor  
Ronald Sewer District

*gh*  
SEATTLE TIMES  
PUBLISH: 8/21/85  
HEARING: 9/9/85  
3 Affidavits

851003  
63



King County Executive  
Randy Revelle

RECEIVED  
JUL 17 AM 9:33  
KING COUNTY COUNCIL

July 15, 1985

1870

The Honorable Gary Grant  
Chairman, King County Council  
C O U R T H O U S E

RE: Sewer Divestment Interlocal Agreements

Dear Gary:

I am pleased to transmit four ordinances which will accomplish divestment of King County's sewer service responsibilities. These ordinances approve interlocal agreements to transfer the Richmond Beach Sewer System to the Ronald Sewer District, the Trend ULID to Water District 81, the Skyway/Olson Systems to Water District 128, and the Duwamish ULID to the ValVue Sewer District.

The main characteristics of the interlocal agreements are:

- (1) All rights, responsibilities and obligations (such as developer extension contracts) are transferred from King County to the receiving agency.
- (2) Rates for maintenance and operation for Senior Citizens shall remain at the 1985 level (\$4.40) for two years after the effective date of divestment.
- (3) Persons within the area transferred to the receiving agency who are currently being served by septic tanks cannot be compelled by the receiving agency to hook-up to sewer service unless:
  - (a) The Seattle-King County Department of Public Health finds that the septic tank has failed and has ordered hook-up to sewer service; or
  - (b) The property served by a septic tank is subsequently included within a voter-approved ULID.
- (4) Maintenance service levels will be no lower than the level of service provided by King County in 1985.

851023 03

- (5) All fund balances generated by rate payers within a County system will be transferred to the agency receiving that system.
- (6) King County will maintain the Sewer Utility Section for a minimum of two months after the effective date of divestment to provide a smooth transition from County to receiving agency administration.
- (7) The areas being transferred to another agency as a result of divestment will be annexed to the receiving water or sewer district.

All the interlocal agreements are substantially the same except for the one with Water District 128. Motion No. 5889 (January 3, 1984) approved a loan to Water District 128 of up to \$100,000. The loan was to consist of two parts: (1) a working capital loan of about \$35,000 to address immediate cash flow needs since no fund balance was anticipated for the Skyway/Olson system, and (2) a supplemental assistance loan of up to \$65,000 for special projects in recognition of special needs of the Skyway/Olson system.

Since the divestment process has taken longer than originally anticipated and a concentrated effort was made to save costs within the Skyway/Olson Systems, a fund balance for the Skyway/Olson has accumulated. The current estimate is that about \$57,000 will be transferred with the Skyway/Olson System to Water District 128. The availability of this fund balance eliminates the need for the \$35,000 working capital loan. The need for the \$65,000 supplemental assistance loan remains. This loan, which must be repaid within five years, would be made at an interest rate which reflects the County's own cost of borrowing at the time the loan is made. The County also retains review and approval rights over the expenditures of this loan.

Consistent with Council direction, all property owners in the areas to be annexed to a water or sewer district as part of divestment will be notified of the divestment action and of a public hearing on the divestment ordinances. Councilman Bill Reams has scheduled divestment as an item for the County Processes Committee meeting on Monday, July 29, 1985. At that time, the ordinances will be discussed and public comment invited. The formal public hearing on divestment ordinances is scheduled for Monday, September 9, 1985 as part of the Council's consideration of these ordinances. A copy of the notice mailed to property owners affected by the divestment action is attached to this letter.

Immediately upon favorable Council action on these ordinances, a petition for approval of the interlocal transfer agreements will be filed in Superior Court as required by RCW 36.94.340. The hearing date must be established within 30 days after the petition is filed. The hearing must be held not less than 20 days, but not more than 90 days after the hearing date is established. In accordance with RCW 36.94.440, this hearing will be on the legality of the interlocal transfer agreements. As the agreements have been worked out with the Prosecuting Attorney's Office, water and sewer district attorneys, and several bond counsels, we are confident that Superior Court approval will be given.

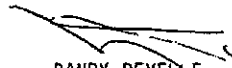
cc  
cc  
cc

The Honorable Gary Grant  
July 15, 1985  
Page Three

7870

The County Council's patience throughout the long divestment process is appreciated. If you have any questions about divestment, please contact Sandy Adams, Sewer Utility Administrator, at 344-4050.

Sincerely,



RANDY REVELLE  
King County Executive

RR:DG:ew

cc: King County Councilmembers

ATTN: Cheryle Broom, Program Director  
Jerry Peterson, Administrator  
Bob Bruce, Council Staff

Harry Thomas, Deputy County Executive

Tom Fitzsimmons, Program Development Manager

ATTN: Donna Gordon, Staff Assistant

Don LaBelle, Director, Department of Public Works

ATTN: Sandy Adams, Sewer Utility Administrator

Bob Cowan, Finance Director

ATTN: Lee Dedrick, Finance Manager

Shelly Yapp, Budget Director

ATTN: Duncan Mitchell, Budget Analyst

Norm Mateng, King County Prosecuting Attorney

ATTN: Richard Holmquist, Chief Civil Deputy

Jack Johnson, Deputy

Sydell Polin, Manager, Ronald Sewer District

Bill Skahan, Manager, Water District 81.

Terry Matlich, Manager, ValVue Sewer District

Jack Locke, Gardner Engineers for Water District 128

AGREEMENT TRANSFERRING  
SANITARY SEWER SYSTEM

THIS AGREEMENT is made and entered into by and between King County, hereinafter called the "County" and Ronald Sewer District, hereinafter called the "District". The purpose of this agreement is to transfer a sanitary sewer system and operated by the County to the District for its ownership and operation. This agreement is based upon the following facts, recognized by both parties:

1. The County is a home-rule charter county under the laws of Washington. It is authorized to own and operate sanitary sewer systems, and to transfer such ownership and operation, under RCW 36.94.

2. The District is a sewer district organized pursuant to RCW Title 56 and authorized to accept transfer and to own and operate a sanitary sewer system.

3. The system which is the subject of this agreement is commonly known as the Richmond Beach sewer system (hereinafter called the "System"). At the time of this agreement, the System serves approximately 1,022 customers directly and serves others by developer extension agreements. For purposes of this agreement the "area served" by the System shall mean those parcels of property within the boundaries described in Addendum A, which is attached hereto and incorporated herein by this reference.

4. As part of the System, the County owns a combination of sanitary sewer lines, manholes, side sewers, lift stations and necessary appurtenances which have been installed within the boundaries of the System.

5. In addition to the integral components of the System described in paragraph 4, the County owns certain maintenance and

office equipment and supplies associated with the System, which are described in Addendum B, which is attached hereto and incorporated herein by this reference.

6. The County owns certain easements of record which permit it to construct and maintain the System's facilities on private property.

7. The County currently has a fund balance of approximately \$115,000 associated with the System. This fund is derived from all revenues, permit fees, and operation and maintenance charges generated by the System and is used only to pay the expenses of the System such as debt service and operation and maintenance costs.

8. The County has certain contractual rights and obligations in connection with the system. These rights and obligations arise under the agreements which are attached as Addenda C and D, and incorporated herein by this reference.

9. The District has submitted a proposal received June 22, 1983, to accept the transfer of the System from the County. A copy of this proposal is attached hereto as Addendum E, and incorporated herein by this reference.

10. The King County Council, by Ordinance No. \_\_\_\_\_ has found that the transfer of the System to the District under the terms herein would be in the public interest and conducive to the public health, safety, welfare, and convenience.

11. The District by Resolution No. 83-21 has also found that such a transfer would be in the public interest and conducive to the public health, safety, welfare, and convenience.

NOW THEREFORE, the parties hereby agree as follows:

A. All sanitary sewer lines, manholes, side sewers, lift stations, and necessary appurtenances owned by the County in connection with the System shall hereby be transferred to and become the property of the District. For any such facilities which have been constructed on County road right-of-way, the District shall be permitted to continue to use that portion of right-of-way for the purpose of operating and maintaining the facilities.

B. All maintenance and office equipment and supplies described above shall hereby be transferred to and become the property of the District. The County shall also make available all records necessary for operation of the System, and shall make available to the District, for a period of two months, County personnel needed to assist in identifying, organizing and checking said records.

C. All rights to easements owned by the County in connection with the System shall be and are hereby conveyed, assigned, and transferred to the District.

D. The County will keep segregated and will transfer to the District any fund balance associated with the System at the time of the transfer, less an amount required to cover the County's costs of terminating its operation of the System. Such termination costs are estimated to be \$ 9200<sup>00</sup> *9/12*. The County will also assign to the District all accounts receivable or other debts owed to the County in connection with the System, together with any security interests or liens securing payment of such debts.

E. All the County's rights and obligations under the contracts above are hereby assigned and delegated to the District.

F. The District shall assume responsibility for providing the sanitary sewer services for the System, including the maintenance, operation, and all other administrative and financial duties associated with the System.

G. The District agrees to accept the System "as is," with no warranty from the County as to the physical condition, efficiency, capacities, freedom from defect, or fitness of any element of the System or of the System as a whole. Any necessary repairs, modifications, or improvements to the System will be the responsibility of the District.

H. The District shall not compel sewer connection or impose sewer charges without connection for any parcels with existing septic systems within the area served by the System but not now connected to the System. This paragraph shall not limit the District's authority to make assessments or require connections as part of the formation of a Utilities Local Improvement District, nor shall it limit the authority of the King County Health Department to compel sewer connection under conditions specified by its regulations.

I. The District shall abide by the terms of the proposal submitted as described above, except where it conflicts with the terms of this agreement, in which case this agreement shall control. In addition to the rate structure described in its proposal, the District shall ensure that for at least two years, senior citizens shall be charged rates no higher than those they are currently charged by the County, except to the extent of Metro rate increases.



J. The transfer provided for by this Agreement shall take effect \_\_\_\_\_, 19\_\_\_\_. The District recognizes, however, that the transfer of the System is part of an effort by the County to simultaneously transfer to other agencies all sewer facilities currently operated by the County. If any or all such other transfers are delayed, prevented or cancelled for any reason, the transfer provided for herein shall not be effective unless or until all such transfers occur.

K. The area served by the System shall be deemed annexed to and a part of the District as of the above-stated effective date.

KING COUNTY

DISTRICT

by: \_\_\_\_\_

by: James E. Anderson

its \_\_\_\_\_  
Title

its Pres.  
Title

Approved as to form:

JACK G. JOHNSON  
Deputy Prosecuting Attorney

33403 03

LEGAL DESCRIPTION  
Richmond Beach Sewer System

ALL that portion of Section 1, Township 26 North, Range 3 East, W.M. lying Westerly of that area annexed to Ronald Sewer District by Resolution No. 28106.

TOGETHER WITH all that portion of Section 2, Township 26 North, Range 3 East, W.M. lying Easterly of the Puget Sound shoreline EXCEPT those areas already annexed to Ronald Sewer District by Resolutions No. 909 and 83-53.

All being located in King County, Washington.

ALSO TOGETHER WITH all those portions of Section 35, Township 27 North, Range 3 East, W.M. Snohomish County, Washington described as follows:

That portion of the SW 1/4 of said Section 35 lying Westerly of the corporate limits of the City of Woodway as established February 26, 1958.

TOGETHER WITH, all that portion of said SW 1/4 of Section 35, described as follows: Beginning at a point at the intersection of the South line of said Section 35, with the Easterly right of way line of the Great Northern Railway Company; thence East along the South line of said Section 35, a distance of 365 feet; thence North 247.5 feet, more or less, to the North line of the E.L. Reber tract; thence West along the North line of said Reber tract to the Easterly right of way line of the Great Northern Railway Company; thence Southeasterly along the Easterly line of said right of way to the point of beginning, EXCEPT the North 20 feet thereof for road, LESS portion thereof as conveyed to Snohomish County, Washington in Volume 183 of Deeds on page 56 for road right of way and condemned in Superior Court Cause No. 40540; situated in the County of Snohomish, State of Washington.

ADDENDUM A

---

INVENTORY -- RICHMOND BEACH

<u>K.C.</u> <u>TAG NO.</u>	<u>ITEM</u>	<u>COST</u>	<u>YEAR</u> <u>PURCHASED</u>	<u>APPROX.</u> <u>VALUE</u>
81657	Rodding Trailer	\$388.50	1970	\$800.00
81653	3" Diaphragm Pump	490.00	1973	200.00
87059	IBM Typewriter	886.10	1979	
	SN 6344482			

344482

ADDENDUM B



King County Executive  
Randy Revelle

**Department of Public Works**  
Donald J. LaBelle, Director

April 12, 1984

Chevron U.S.A., Inc.  
P.O. Box 125  
Edmonds, WA 98020

Attention: Mr. Lloyd Heinz, Terminal Manager

Gentlemen:

In 1971, Chevron USA, Inc. and King County (Sewerage and Drainage Improvement District No. 3) signed the enclosed agreement regarding the installation, operation and maintenance of a sewage lift station on Standard Oil property at Point Wells. Page 2, paragraph 3 of this agreement states that the grant of right of way and easement to the District shall not be transferred by the District without written consent of Standard. This letter requests your consent to transfer this right of way and easement to another governmental agency.

King County has completed preliminary work on a proposal to divest County government of operation of its five sanitary sewer collection systems to other agencies. The Ronald Sewer District has submitted a proposal to acquire the Richmond Beach sewer system, which would include the lift station on your property.

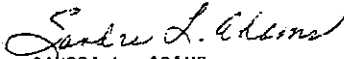
There are still several steps to be completed, including public meetings, execution of transfer agreements, and action by the King County Council and the Superior Court approving the agreements. If all these processes are accomplished as planned, the systems would be transferred on January 1, 1985.

Because this transfer is being pursued and because of the importance of the lift station to the system's operation, we are asking for your consent to transfer the right of way and easement to Ronald Sewer District if the transfer of the system is completed. There would be no change in the use of the property and, of course, Ronald Sewer District would be subject to all the terms of the existing agreement.

If you approve of this transfer, please sign below and return this to me. We will notify you if, and when, the transfer is actually effected.

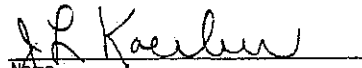
If you have any questions, please call me at 344-4050.

Sincerely,

  
SANDRA L. ADAMS  
Utilities Administrator

SLA:mw

APPROVED, Consent Given

  
Name  
Date 4-25-84

THIS AGREEMENT, dated the 11th day of October, 1971, by and between STANDARD OIL COMPANY OF CALIFORNIA, a corporation, hereinafter called "Standard", and SEWERAGE AND DRAINAGE IMPROVEMENT DISTRICT NO. 3 OF KING COUNTY, STATE OF WASHINGTON, hereinafter called the "District",

WITNESSETH:

WHEREAS, Standard and the District entered into an agreement dated September 17, 1970 involving the installation of a new sewage lift station on Standard's real property, near the southerly entrance of Standard's Marine Terminal at Point Wells, Snohomish County, Washington; and

WHEREAS, the installation of said lift station was completed by Standard on June 7, 1971; and

WHEREAS, on June 8, 1971, the District acquired title to said lift station and is to operate and maintain the same as set forth in said agreement dated September 17, 1970; and

WHEREAS, the parties hereto wish to enter into an agreement pertaining to the District's right to maintain said lift station on Standard's real property.

NOW, THEREFORE, in consideration of the premises, covenants and conditions hereinafter set forth, it is mutually agreed as follows:

1. Standard hereby grants to the District a non-exclusive right of way and easement to maintain, operate, repair, replace and remove said lift station on that certain portion of Standard's real property situate in Snohomish County, State of Washington, in the South Half ( $S\frac{1}{2}$ ) of the Southwest Quarter ( $SW\frac{1}{4}$ ) of Section Thirty Five (35), Township Twenty Seven (27) North, Range Three (3) East, and more particularly described as follows:

Beginning at the intersection of the east line of Heberlein County Road and a line parallel to and 257.50 feet north of the south line of Section 35, Township 27 North, Range 3 East, W.M., thence N 6° 56' 30" W, 23.00 feet, thence S 83° 03' 30" W, 12.00 feet, thence S 6° 56' 30" E, 21.44 feet, thence S 89° 30' 46" E, 12.10 feet to the point of beginning.

2. The District shall not interfere with or obstruct the use of said premises by Standard or injure or interfere with any person or property on or about said premises. No structures, facilities, or improvements shall be erected or placed by the District on or above the natural surface of the above-described property, with the exception of covered manholes.

3. This grant of right of way and easement is personal to the District and shall not be assigned or transferred by the District voluntarily, by operation of law, by merger or other corporate proceedings, or otherwise, in whole or in part, without the written consent of Standard first being had. No written consent of Standard hereunder shall be deemed a waiver by Standard of any of the provisions hereof, except to the extent of such consent.

4. Upon the violation by the District of any of the terms and conditions set forth herein and the failure to remedy the same within thirty (30) days after written notice from Standard so to do, then at the option of Standard this agreement and the rights herein given the District shall forthwith terminate.

5. Upon the termination of the rights herein given, the District shall at its own risk and expense remove said lift station and any other property placed by or for the District upon said premises hereunder, will promptly and properly refill all excavations, and restore said premises as nearly as possible to the same state and condition they were in prior to the installation of said lift station, but if the District should fail so to do within six (6) months after such termination, Standard may so do at the risk of the District, and all cost and expense of such removal and the restoration of said premises as aforesaid, together with interest thereon at the rate of ten per cent per annum, shall be paid by the District upon demand; and in case of a suit to enforce or collect the same, the District agrees to pay Standard in addition a reasonable attorney's fee to be fixed and allowed by the court.

6. Upon the termination of the rights herein given, the District shall execute and deliver to Standard within thirty (30) days after service of a written demand therefor a good and sufficient quitclaim deed to the rights herein given. Should the District fail or refuse to deliver to Standard a quitclaim deed, as aforesaid, a written notice by Standard reciting the failure or refusal of the District to execute and deliver said quitclaim deed as herein provided and

~~Notwithstanding to whom notice is given, the expiration of~~  
said notice, be conclusive evidence against the District and all persons  
claiming under the District of the termination of the rights herein given.

7. The District shall pay, before the same become delinquent, all charges, taxes, rates and assessments upon or against said lift station and any other property or improvements placed by or for the District upon said premises hereunder, but Standard may at all times after any delinquency pay and discharge all of such delinquent charges, taxes, rates and assessments after reasonable verification thereof, and all such payments so made by Standard, with interest thereon at the rate of ten per cent per annum from the date of payment, shall be paid by the District upon demand. The amount of such payments and interest shall be a charge and lien against said lift station and other property placed by or for the District on said premises, and in case of a suit after such demand to enforce or collect the same, the District agrees to pay Standard in addition thereto a reasonable attorney's fee to be fixed and allowed by the court.

8. The District agrees to defend, indemnify and hold Standard, its officers and employees, and each of them, harmless from and against all liability or claims thereof for loss of or damage to property (to whomever belonging) or injury to or death of person proximately caused in whole or in part by any negligence of the District or its contractors, or by any acts for which the District or its contractors are liable without fault, in the exercise of the rights herein granted; save and except in those instances where such loss or damage or injury or death is proximately caused in whole or in part by any negligence of Standard or its contractors, or by any acts for which Standard or its contractors are liable without fault.

9. The District hereby recognizes Standard's title and interest in and to said premises and agrees never to assail or resist Standard's title or interest therein.

10. This agreement shall commence June 8, 1971 and shall continue thereafter until terminated by mutual agreement of the parties hereto; provided, however, Standard may, at its option, terminate this agreement upon any breach by the District of any provision of said Agreement dated September 17, 1970 and the failure of the District to remedy the same within thirty (30) days

~~After written notice from Standard so to do.~~

11. Any written notices to be given by the District to Standard hereunder shall, until further notice from Standard, be addressed to Standard at P. O. Box 125, Edmonds, Washington 98020. Any written notices to be given by Standard to the District hereunder shall, until further notice from the District, be addressed to the District at Department of Public Works 900 County Administration Bldg., Seattle 98104. All such notices shall be delivered in person or deposited in the United States mail, properly addressed as aforesaid, postage fully prepaid, and shall be deemed given when so deposited.

12. Except as otherwise provided herein, the term and conditions of this agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

13. This grant is made subject to all valid and existing licenses, leases, grants, exceptions, reservations and conditions affecting said premises.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in triplicate.

STANDARD OIL COMPANY OF CALIFORNIA

By

C. J. Smith

Contract Agent

By

E. A. Hansen

Asst Secretary

SEWERAGE AND DRAINAGE IMPROVEMENT  
DISTRICT NO. 3 OF KING COUNTY,  
STATE OF WASHINGTON

By

J. L. DeSpain, P.E., Director  
Department of Public Works



COPY

RONALD SEWER DISTRICT  
Resolution No. 83-21

A Resolution of the Board of Commissioners  
Authorizing Transmission of Proposal for  
Acquisition of King County Sewer District No. 3

WHEREAS, King County operates King County Sewer District No. 3 adjacent to the Ronald Sewer District under the provisions of Title 85 RCW and has solicited a proposal from the District to divest the County of King County Sewer District No. 3; and

WHEREAS, the Board of Commissioners has made an investigation of the records of King County Sewer District No. 3 as supplied by King County and of the rates which would be necessary to maintain the King County Sewer District No. 3 facility in accordance with standards established by the policies of the District; and

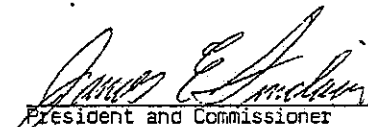
WHEREAS, this Board of Commissioners finds that acquisition of King County Sewer District No. 3 will be of benefit to the District and King County Sewer District No. 3; now, therefore, it is hereby

RESOLVED that the Proposal for Acquisition of King County Sewer District No. 3 by the Ronald Sewer District, attached hereto as Exhibit A and by this reference incorporated herein, is hereby approved by the Board of Commissioners of the Ronald Sewer District; and it is

FURTHER RESOLVED by this Board of Commissioners that the Proposal for Acquisition of King County Sewer District No. 3 by the Ronald Sewer District shall be transmitted to King County.

ADOPTED by the Board of Commissioners of Ronald Sewer District this 20th day of June, 1983.

ATTEST:

  
President and Commissioner

Secretary and Commissioner

  
Vice President and Commissioner

I, the undersigned Secretary of the Board of Commissioners of Ronald Sewer District, a municipal corporation of King County, Washington, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 83-21 of said Board, duly adopted on June 20, 1983, at its regular meeting.

Secretary and Commissioner

1. RATE TO BE APPLIED

- a) Ronald's 1983 rate is \$2.65/MTH per residential C.E. except ULID 14 (surcharge \$1.00/MTH per C.E. for O & M of 6 pump stations). The 1984 District rate proposed is \$2.95 plus Metro.
- b) Rate of K.C. #3 will include a \$2.00 surcharge. A surcharge of \$2.00 per month will be levied and should raise approximately \$26,400 a year.

The following immediate actions will be required as a result of the take-over:

- One additional Maintenance Technician
- Salary plus fringe - \$32,905.60/yr.
- Conversion of Lift Station Telemetering equipment
- Conversion of Lift Stations for emergency generator operation
- Minimum upgrade, if necessary
- Field checking and setting up of administrative and maintenance records.

The longer range actions will be determined after a system analysis and evaluation is completed. This will be done in conjunction with our routine maintenance and includes the following:

- Location of Firdale line and eliminating excess flow
- Identifying potential problem lines
- Review of pump time records of all lift stations.

2. LEVEL OF SERVICE

- a) The minimum would be consistent with our current operation. However, review of Fact Findings response might indicate additional requirements.
- b) Routine activities include flushing, TVing, rodding, inspecting, manhole raising, pump station maintenance, investigating and responding to emergencies and complaints, root and rodent control and any and all other necessary functions.
- c) District makes use of outside consultants on "as needed" basis to avoid the top-heavy organization with financial burden on our rate payers.

3. MAINTENANCE STANDARDS AND FREQUENCY

- a) Entire system flushed every 1½ years.
- b) Pump stations checked and maintained three times a week.
- c) Telemetering tested once a month.
- d) All other work performed on "as needed" basis.
- e) Our standards include heavy emphasis on preventative maintenance and compliance with regulatory agencies.
- f) Written procedures are on file in our office and soon will be on word processing.

4. AGENCY'S QUALIFICATIONS TO CONDUCT SEWER SERVICE

Our agency serves a local area. The elected officials reside within our boundaries and are directly responsible to their constituents. We have very fast response time to emergencies as a result of our 24-hour "on call" and the fact that our equipment and personnel are located within 15 minutes' driving time to District. We also work cooperatively with adjacent agencies to provide greater manpower, if needed. A brief biography is attached; in addition, the following pertinent information:

- a) Maintenance Personnel
  - Required to be certified as Waste Water Operator
  - Flag and First Aid Cards mandatory
  - Attendance twice a month at in-house safety and training sessions
  - Voluntary outside educational programs reimbursed by District
- b) Elected Officials
  - Members of Washington State Association of Sewer District
  - Member of MWPAAC Committee
  - Member of Metro Sludge Committee
- c) Manager
  - Chairs Managers' meetings for Washington State Association of Sewer Districts
  - Member of Water Pollution Control Federation and recently participated as author for safety pamphlet to be released at National Conference in Atlanta
  - Member of American Public Works Association
  - Served on numerous King County committees as a member of the Policy Development Commission
  - Served on Citizens Water Quality Committee for Metro

601000  
60

- Served on two Rate Equity Committees for Metro
  - Organized committee to write ordinances for confined spaces and developer extensions
  - Organized a collection school held at the District Office in 1981 as an extension to Shoreline Community College
- d) Equipment and Facilities
- Hi velocity flush truck
  - TV equipment in trailer
  - Portable rodder
  - Two on-site emergency generators and one portable
  - Numerous pumps and accessories for by-pass
  - Smoke test apparatus
  - Safety equipment
  - Trucks and van with radio equipment
  - Telemetering alarm system for all eight pump stations
  - Miscellaneous shop equipment
  - Maintenance facility at site of administrative building
  - Other too numerous to mention

5. AGENCY COMPREHENSIVE PLAN

On file at King County as required by K.C. Ordinance No. 2638 and 1709.

6. BONDING CAPACITY FOR G.O. AND REVENUE BONDS

District has no G.O. Bonds and therefore bonding capacity not applicable. (1982 Financial Report Enclosed)

7. OBLIGATIONS OR CONDITIONS

All District revenue pledged to outstanding bonds and subject to Ronald's rules and regulations. Additional charges may be levied after evaluation of system, only if upgrade required. All King County #3 bonds will be paid off prior to transfer and balance of funds approximating \$85,000 will be transferred to Ronald.

8. DATE OF ACCEPTANCE

January 1, 1984 or open to negotiations.

9. ANY OTHER PERTINENT FACTS

Geographic location allows quicker response to health and environmental threats and provides better and more direct access to elected officials and records pertaining to their system.

841000 00



## Ronald Sewer District

A Municipal Corporation Established in 1951  
17505 Linden Ave. N. • P.O. Box 33490 • Seattle, WA 98133  
546-2494

April 3, 1984

Commissioners

IRVIN A. POTTER

PHILIP J. MONTGOMERY

JAMES E. SINCLAIR

Manager

SYDELL POLIN

Re: King County  
Sewer Divestment  
King County #3

Ms. Sandy Adams  
Utilities Administrator  
King County Dept. of Public Works  
900 King County Administration Building  
500 - Fourth Avenue  
Seattle, WA 98104

APR 4 1984

NORM MALENG  
PROSECUTING ATTORNEY  
CIVIL DIVISION

Dear Sandy:

The purposes of this letter are to (1) advise you of representative for June information meeting for King County #3 and (2) reaffirm our proposal for the above.

Commissioner Irvin A. Potter has agreed to represent the District at the informational meeting and I will be present as the staff person.

With regard to our proposal, we have no changes, but we were told by Rod Matsuno at the time we made the proposal that there would be approximately \$85,000 transferred to Ronald along with the District. We want to be sure that those funds remain with King County #3 and are not put in the general funds as a result of the proceedings to put this District under the County Services Act.

Thank you for all of your efforts.

Sincerely,

Sydell Polin (Mrs.)  
Manager

SP:ps

cc: Harry Thomas, Deputy County Executive  
Bob Cowan, Director, Finance Office  
Donald J. LaBelle, Director, Department of Public Works  
Attn: Paul Tanaka, Deputy Director  
✓ Jack Johnson, Deputy Prosecuting Attorney  
Rita Elway, Acting Manager, Program Development  
Attn: Donna Gordon, Staff Assistant  
Audrey Gruger, King County Council  
Board of ENVIRONMENTAL PROTECTION  
Commissioners

INTRODUCED BY: 7870

PROPOSED NO. 85-374

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE authorizing the transfer of a sewer system from King County to the Ronald Sewer District.

PREAMBLE:

The Council of King County finds that the transfer of the Richmond Beach sewer system owned and operated by King County to the Ronald Sewer District pursuant to the attached agreement is in the public interest and is conducive to the public health, safety, welfare, and convenience.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The proposed transfer of ownership and operation of the Richmond Beach sanitary sewer system from King County to the Ronald Sewer District is hereby approved.

SECTION 2. The County Executive is hereby authorized to execute the proposed agreement transferring said sanitary sewer system to the Ronald Sewer District.

SECTION 3. The Council Chairman is hereby authorized to petition the Superior Court for a decree approving and directing that said sanitary sewer system be transferred according to the terms and conditions of the proposed agreement.

INTRODUCED AND READ for the first time this \_\_\_\_\_ day of \_\_\_\_\_, 1985.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 1985.

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk of the Council

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 1985.

\_\_\_\_\_  
King County Executive

King County Council

AUDREY GRUGER, District One  
CYNTHIA SULLIVAN, District Two  
BILL REAMS, District Three  
LOIS NORTH, District Four  
RUBY CHOW, District Five  
BRUCE LAING, District Six  
PAUL BARDEN, District Seven  
BOB GREIVE, District Eight  
GARY GRANT, District Nine



GARY GRANT, Chairman

Dorothy M. Owens, Clerk of the Council  
403 King County Courthouse  
Seattle, Washington 98104  
(206) 344-7445

October 25, 1985

Randy Revelle  
King County Executive  
400 Courthouse

Dear Mr. Revelle:

ORDINANCE 7370 was passed by the King County Council  
on October 7, 1985. Attached please find a  
copy for your file. The ordinance has been sent to the following:

Prosecuting Attorney

Municipal Library

Law Library

King County Library System

Public Works 9A

Public Health 6B

Assessor 7A

Ronald Sewer District

Budget Office

Finance 6A

854020 02

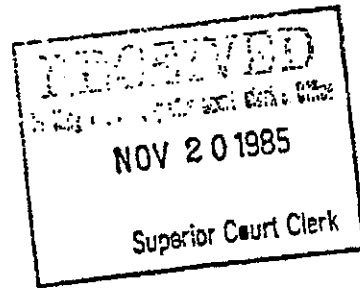
*Dorothy M. Owens*  
Dorothy M. Owens  
Clerk of the Council

Attachment

jk







SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

In Re the Transfer of the )  
Richmond Beach Sewer System ) NO. 85-2-17332-5  
ORDER APPROVING SEWER  
SYSTEM TRANSFER

This matter came on for hearing upon joint petition of King County and the Ronald Sewer District (hereinafter the "District") to approve transfer of the Richmond Beach Sewer System (the "System") from King County to the District.

Based upon the record herein and the evidence received, the Court finds that petitioners have entered into an agreement which would transfer all ownership and maintenance authority regarding the System from King County to the District and that the governing body of the District and the legislative body of the County have approved this transfer agreement. The Court further finds that said transfer agreement is legally correct and that there are no owners of related indebtedness to be protected, now, therefore,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

1. The transfer agreement between the parties is approved.

Order Approving Sewer  
System Transfer - 1

NORM MALENG  
Prosecuting Attorney  
CIVIL DIVISION  
E 850 King County Courthouse  
Seattle, Washington 98104  
(206) 563-4437

att. 5

1                   2. The transfer of the System is to be accomplished in  
2 accordance with the transfer agreement effective as of

3 January 1, 1986.

4                   3. As provided in the transfer agreement, the area  
5 served by the System shall be annexed to and become a part of the  
6 District on the effective date of the transfer.

7                   DATED this 20<sup>th</sup> day of November, 1985.

8  
9   
10 JUDGE/COMMISSIONER

11 Presented by:

12 NORM MALENG  
13 King County Prosecuting Attorney

14  
15 By 

16 JACK S. JOHNSON  
17 Deputy Prosecuting Attorney  
18 Attorneys for King County  
19  
20  
21  
22  
23  
24  
25  
26

Order Approving Sewer  
System Transfer - 2

NORM MALENG

Prosecuting Attorney  
CIVIL DIVISION  
P 550 King County Courthouse  
Seattle, Washington 98104  
(206) 553-4437





SEWER SERVICE AGREEMENT

THIS AGREEMENT is made by and between RONALD SEWER DISTRICT (Ronald) and DANIEL S. BRIGGS, a single person (BRIGGS), mailing address P.O. Box 215, Richmond Beach, Washington, 98160. This agreement becomes effective upon approval by Town of Woodway of the subdivision referred to below and recording of same.

W I T N E S S E T H

Recitals:

A. Ronald is a municipal corporation in King County, Washington operating a sewer system in King County. This sewer system was transferred to Ronald by King County on January 1, 1986. The transfer included an extension of service into Snohomish County, with a sewer line adjacent to the property described below. The property is located in the Town of Woodway and serves into the District's Pump Station #13.

B. Under Court Order (Snohomish County Superior Court Cause No. 87-3-01889-1) Briggs will become sole owner of Lots 2, 3 and 4 of the proposed subdivision (Exhibit B of said Court Order) being prepared for submittal to Woodway.

C. Briggs desires sewer service from the District to serve these three lots. The existing residence on proposed Lot 1 presently serves into the District's system per agreement dated February 29, 1972 between Daniel Briggs and Sewerage and Drainage District #3 of King County for connection of one residence only. Lot 1 will be solely owned by others under said Court Order and is not subject to the terms of this agreement.

D. The subject real property is described as follows:

LEGAL:

Lots 2, 3 and 4 of the proposed subdivision of the property described by metes and bounds which description is Exhibit A of said Court Order and which is attached hereto.

STREET ADDRESS:

Lot 1 is known as 20450 Richmond Beach Drive, Seattle, WA. 98177 and the proposed lots are adjacent to this address.  
The property is located in Snohomish County.

att. 6

E. Briggs is preparing application to the Town of Woodway for subdivision of the property into four single-residential lots.

F. Briggs desires to obtain a letter of sewer availability from Ronald indicating that Lots 2, 3 and 4 of the proposed subdivision can obtain sanitary sewer service under a sewer service agreement with Ronald, or, if the Town of Woodway provides service under a ULID created for South Woodway, through the Town of Woodway.

G. Ronald believes that Pump Station #13, as built, may not be adequate to provide capacity for new service connections in Snohomish County.

H. Ronald is willing to provide interim service to the three additional lots created by the subdivision upon execution of this agreement by Briggs and observance of the contract terms included herein.

Contract Terms:

The parties contract, covenant and agree that:

1. The District will provide interim sanitary sewer service until such time when permanent sanitary sewer service is provided through the Town of Woodway as a result of its formation of a ULID to provide such service to the area in which the real property, the subject of this agreement, is located, and/or if Ronald should provide service to the area in which the subject property is located under an outside user contract with the Town of Woodway, if either action requires the replacement or revision of Pump Station #13 to increase its capacity, then Lots 2, 3 and 4 of the subdivision shall participate in bearing their proportionate share of the cost of replacement or revision of such facility, and each parcel shall be subject to an assessment for its prorated share of that cost.

a. If the service to the area is as a result of the formation of a ULID by the Town of Woodway, then the share of the assessment shall be established by the Town of Woodway, subject to the terms of the agreement between the Town of Woodway and Ronald providing for sanitary sewer service through Pump Station #13 and Ronald's sanitary sewer system to the METRO system for treatment.

b. If sanitary sewer service is provided directly by Ronald pursuant to an outside user agreement between Ronald and the Town of Woodway, the assessment levied to cover the benefits shall be levied by Ronald, and its lien shall attach pursuant to this Agreement and the agreement between Ronald and the Town of Woodway.

4. Each of Lots 2, 3 and 4 of the proposed subdivision shall stand as security for all sums which may become due or owing to Ronald Sewer District relative to that one lot as a result of this Agreement, including, but not limited to, the following:

- a. Connection charge per Resolution 86-51 as amended for meter and square foot charge only.
- B. Sewer Service Charges per Resolution 88-71 as amended.
- c. Charges and/or assessments resulting from the replacement or revision of Pump Station #13 and its appurtenances per item 1 above.
- d. The District shall have a lien on the real estate (subject only to the lien of the State of Washington for general taxes) for all sums due the District, including penalties and interest, as provided for in the District's resolutions now in effect and as in the future adopted

5. Briggs agrees that this agreement is a covenant running with each of Lots 2, 3 and 4 upon approval of Subdivision and shall be binding upon the heirs, successors and assigns of Briggs.

DATED this 7 day of NOVEMBER, 1988.

Daniel S. Briggs  
Daniel S. Briggs, a single person

RONALD SEWER DISTRICT

By Philip J. McHenry  
Commissioner / Sec.  
Title

State of Washington )  
County of King )

I certify that I know or have satisfactory evidence that Daniel S. Briggs is the person who appeared before me, and he acknowledged signing this Sewer Service Agreement and acknowledged it to be his free and voluntary acts for the uses and purposes mentioned in the instrument.

Dated November 7, 1988.

Lyann Pohl  
NOTARY PUBLIC in and for the  
State of Washington, residing at  
Seattle. My appointment  
expires Mar 25, 1989









**Town of Woodway**

Code City

23020 115th Place W

Woodway, Washington 98026-5290

(206) 542-4443

September 20, 1993

Mr. Dan Briggs:  
P.O. Box 60215  
Richmond Beach, WA 98160

Dear Mr. Briggs:

You have advised that the Shoreline Wastewater Management District (formerly Ronald Sewer District) has requested an acknowledgement and authorization from the Town of Woodway for a modification of your agreement with Ronald dated November 7, 1988. That was a contractual agreement by yourself and Ronald Sewer District signed by Phillip J. Montgomery as Commissioner/Secretary. Mr. Montgomery now manages the District I understand.

Your request for the four lot subdivision was based on the above agreement. Permission for the subdivision was granted because of that agreement and any modification at this date would be inappropriate and unacceptable. In fact, the major change currently proposed - interim service to permanent service, which I understand you did not request, could result in withdrawal of the Town's approval of the subdivision.

At sometime in the future, Woodway will provide sewer service for your portion of the town. It would seem that the Commissioners of Shoreline Wastewater Management District should be honorable men and abide by the terms of the agreement which Woodway's Planning Commission relied upon in the granting of your subdivision.

Woodway will not object to service by Shoreline as set forth in the agreement of November 7, 1988, but Woodway will not agree to any modification of that agreement with regard to sewer service of your subdivision.

Very truly yours,

*Don Hedges*  
TOWN OF WOODWAY  
DON HEDGES, MAYOR

DHH:dls

cc: Shoreline Wastewater Management District

*att. 7.*

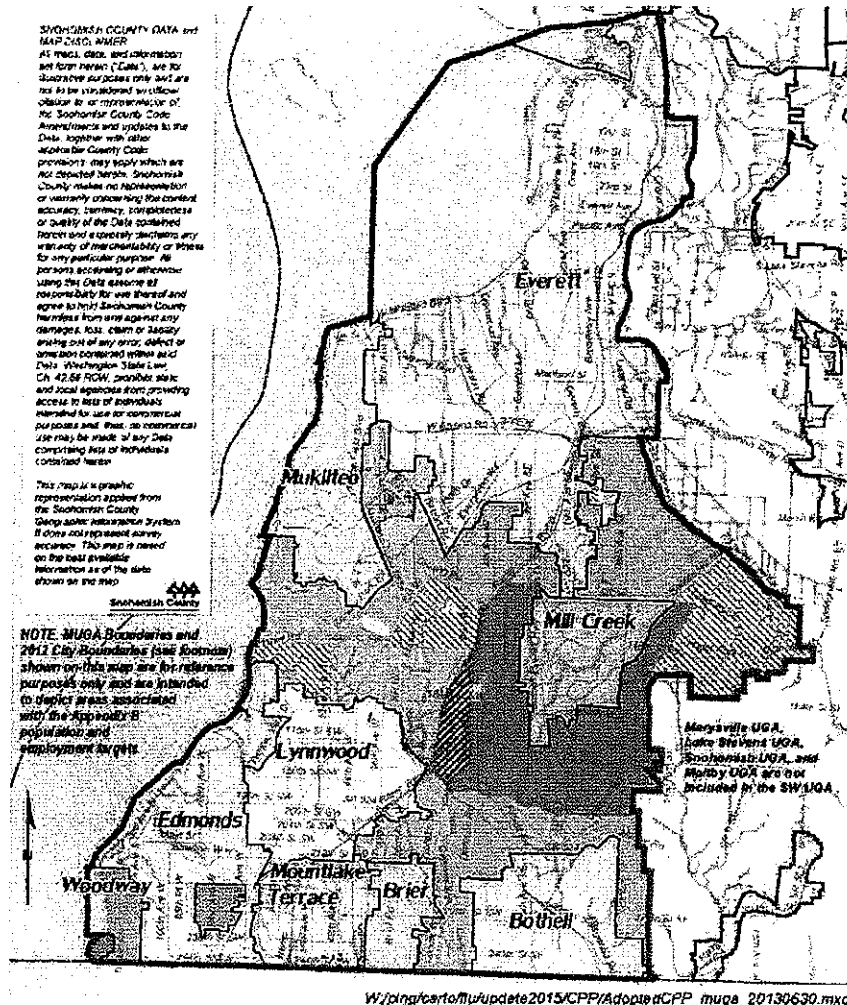


# **SNOWBIRDS COUNTY DATA and MAP DATA, AMER**

As maps, data, and information are for informational purposes only and are not to be used for any other purpose. The County Code Amendments and updates to the Data, together with other information, are not to be used for any other purpose. The County Code Amendments and updates to the Data, together with other information, are not to be used for any other purpose. The County Code Amendments and updates to the Data, together with other information, are not to be used for any other purpose.

This map is a graphic representation of the data from the Snohomish County Geographic Information System. It does not represent survey accuracy. This map is based on the best available information as of the date shown on the map.

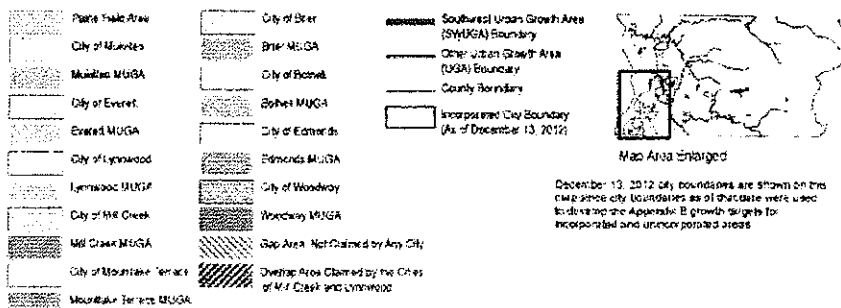
**NOTE: MUGA Boundaries and 2011 City Boundaries (see footnotes) shown on this map are for reference purposes only and are intended to depict areas associated with the Appendix B population and employment targets.**



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## **MUNICIPAL URBAN GROWTH AREA (MUGA) BOUNDARIES**

Appendix A - CPP Southwest Snohomish County Effective Date: JUNE 30, 2013



NOTE: Parts Field is not assigned to a city at the request of the County



# Subarea Plan 2 – Point Wells

## *Geographic and Historical Context*

Point Wells is an unincorporated island of approximately 100 acres in the southwesternmost corner of Snohomish County. It is bordered on the west by Puget Sound, on the east by the Town of Woodway, and on the south by the town of Woodway and the City of Shoreline (see Fig. 1). It is an "island" of unincorporated Snohomish County because this land is not contiguous with any other portion of unincorporated Snohomish County. The island is bisected roughly north-south by the Burlington Northern Railroad (B.N.R.R.) right-of-way.

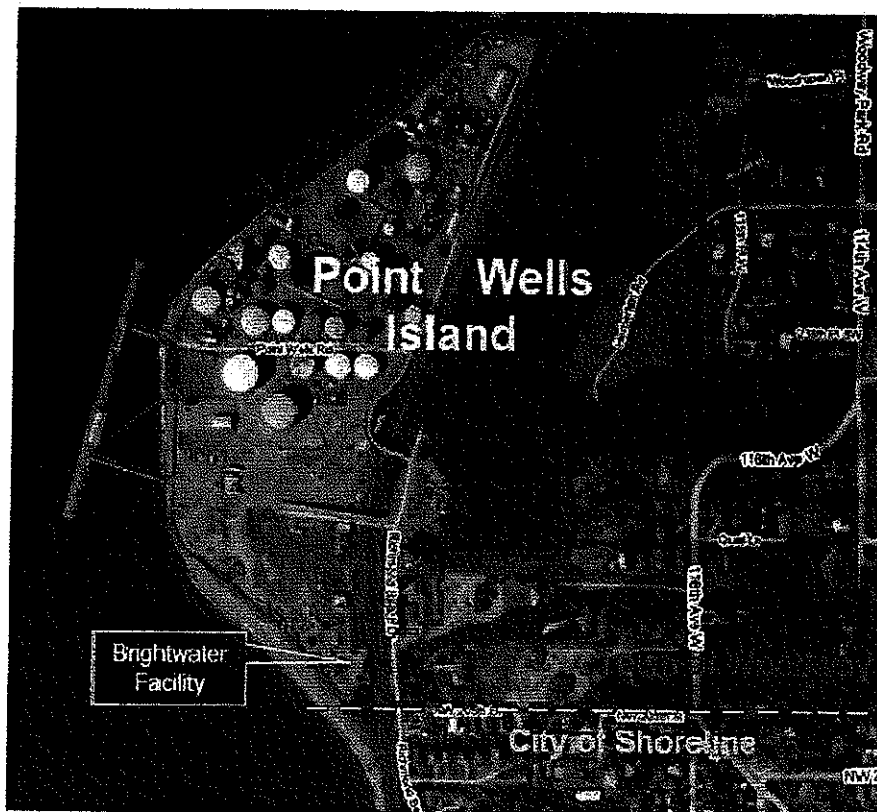
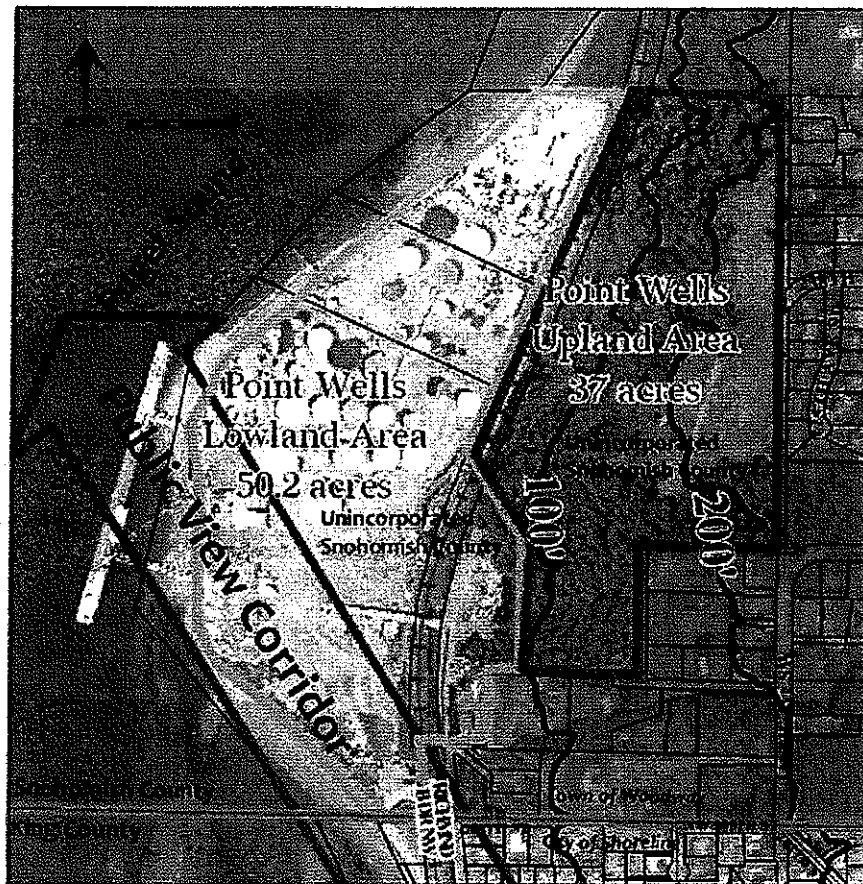


Figure 1 – Point Wells unincorporated island

The lowland area of this unincorporated island (see Fig. 2) is approximately 50 acres in size. The only vehicular access to the lowland portion is to Richmond Beach Road and the regional road network via the City of Shoreline.



**Figure 2 – Upland and Lowland Areas at Point Wells**

The upland area of the Point Wells Island (see Fig. 2) is approximately 37 acres in size. The upland does not have access to Richmond Beach Drive due to very steep environmentally sensitive slopes that separate the upland portion from the lowland portion. However, the upland portion does have potential easterly access through the Town of Woodway via 238<sup>th</sup> St. SW.

All of the Point Wells Island was previously designated by the City of Shoreline as a "Potential Annexation Area" (PAA). The Town of Woodway, and Snohomish County, have previously identified all of the Point Wells unincorporated island as within the Woodway "Municipal Urban Growth Area" (MUGA). The Washington State Court of Appeals, in a 2004 decision, determined that the overlap of Shoreline's PAA and Woodway's MUGA does not violate the provisions of the Growth Management Act.



## **Snohomish County's designation of Point Wells as an "Urban Center"**

In April of 2009, the Shoreline City Council adopted Resolution 285 which opposed the pending Snohomish County designation of Point Wells as an "Urban Center." The resolution cited the likely excessive impacts of up to 3,500 dwelling units on Shoreline streets, parks, schools, and libraries. The City submitted several comment letters to the County Council detailing the reasons for the City's opposition, reiterating the City's support for a mixed use development of a more reasonable scale at Point Wells, and pointed out that an "Urban Center" designation would be inconsistent with provisions of the County's plan as well as the Growth Management Act.

## **Designation of a Future Service and Annexation Area (FSAA) at Point Wells**

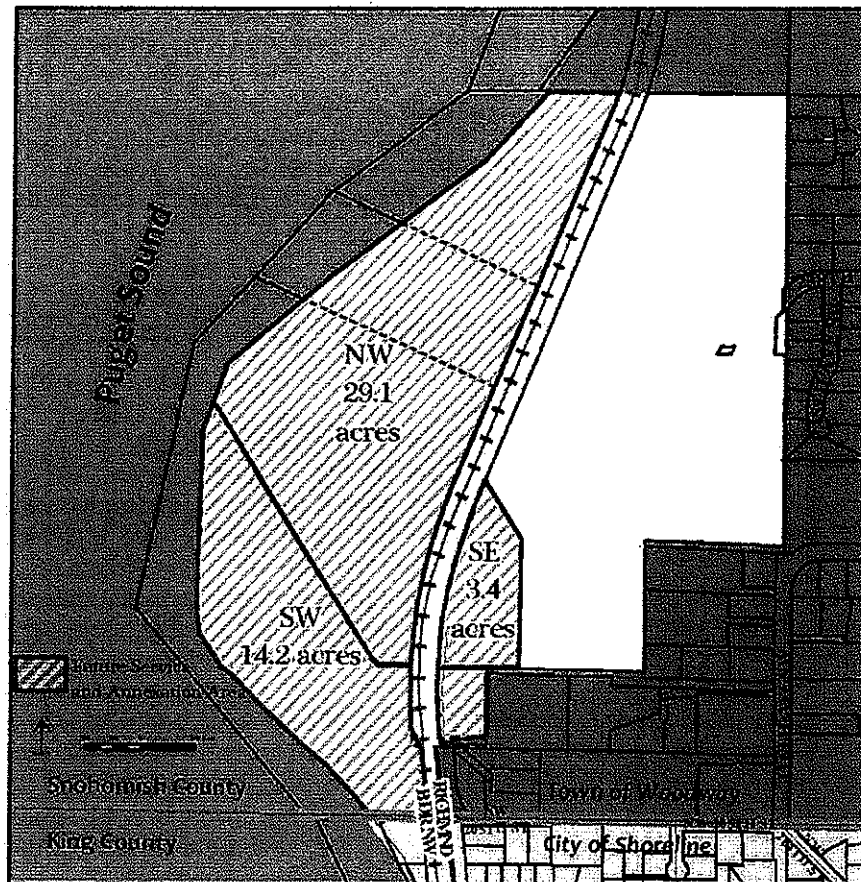
After a review of the topography and access options for Point Wells, the City of Shoreline no longer wishes to include the upland portion of this unincorporated island within its designated urban growth area. Because of the upland portion's geographic proximity and potential for direct vehicular access to the Town of Woodway, the City of Shoreline concludes that the upland portion should be exclusively within the Town of Woodway's future urban growth area. Any people living in future developments in the upland portion of the Point Wells Island would feel a part of the Woodway community because they would share parks, schools, and other associations facilitated by a shared street grid.

Applying the same rationale to the lowland portion of the Point Wells Island, the City of Shoreline wishes to reiterate and clarify its policies. These lands all presently connect to the regional road network only via Richmond Beach Drive and Richmond Beach Road in the City of Shoreline. Therefore future re-development of the lowland area would be most efficiently, effectively, and equitably provided by the City of Shoreline and its public safety partners, the Shoreline Fire Department and Shoreline Police Department.

At such future time that the lowland portion of the Point Wells Island annexes to the City of Shoreline, the urban services and facilities necessary to support mixed use urban development would be provided in an efficient and equitable manner. These would include police from the Shoreline police department and emergency medical services and fire protection from the Shoreline Fire Department. In addition, the City would be responsible for development permit processing, code enforcement, parks, recreation and cultural services, and public works roads maintenance.

Future residents of the lowland portion of Point Wells would become a part of the Richmond Beach community by virtue of the shared parks, schools, libraries, shopping districts and road grid. As citizens of the City of Shoreline, they would be able to participate in the civic life of this "community of shared interests," including the City's Parks Board, Library Board, Planning Commission, or other advisory committees, and City Council.

**Policy PW-1** The Lowland Portion of the Point Wells Island, as shown on Figure 3, is designated as the City of Shoreline's proposed future service and annexation area (FSAA)



**Fig. 3 – City of Shoreline Future Service and Annexation Area**

## **A Future Vision for Point Wells**

The Subarea Plan, intended to be a 20-year plan document, envisions a Point Wells development that could take longer than 20 years to become fully realized. Because of the time horizon of the plan and future development, the City, in its decision-making, should consider the long-term costs of near-term actions and make choices that reflect a long-term perspective.

The City's vision for Point Wells is a world class environmentally sustainable community, both in site development and architecture. The redevelopment of the site should be predicated on remediation of the contaminated soil, and the restoration of streams and native plant regimes appropriate to the shoreline setting. New site design and improvements should incorporate low impact and climate friendly practices such as

alternative energy sources, vegetated roofs, rainwater harvesting, rain gardens, bioswales, solar and wind technologies. Development at Point Wells should exhibit the highest quality of sustainable architecture, striving for gold or platinum LEED (Leadership in Energy and Environmental Design) certification.

*Policy PW-2 The Vision for Point Wells is an environmentally sustainable mixed-use community that is a model of environmental restoration, low-impact and climate-friendly sustainable development practices, and which provides extensive public access to the Puget Sound with a variety of trails, parks, public and semi-public spaces.*

Point Wells also represents a major opportunity to create a new subarea consistent with City objectives for economic development, housing choice, and waterfront public access and recreation. With almost 3,000 linear feet of waterfront, and sweeping 180 degree public views from Admiralty Inlet off Whidbey Island to Rolling Bay on Bainbridge Island, this site has unparalleled opportunity for public access, environmental restoration, education, and recreation oriented to Puget Sound.

The City's vision for Point Wells includes a mix of land uses, including residential, commercial, and recreational. The City recognizes that the site may be suited to a wide range of residential uses (e.g., market rate housing, senior housing, special needs housing, hotels, extended stay, etc.) as well as a range of commercial uses (e.g., office, retail, restaurant). Rather than proscribe the number or type of residential units, or the floor area of various types of commercial uses, the City prefers that flexibility be left to the developer to respond to market realities. However, whatever use mix is proposed must demonstrate that it conforms to adopted parking requirements, site design and building form policies cited below.

There are at least three distinct sub-areas within the FSAA, identified on Fig. 3 with the notations NW, SW, and SE. Because of their proximity to the single family neighborhoods to the east and south, maximum building heights in the SW and SE areas should be lower than in the NW subarea. Because of the large difference in elevation between the NW subarea and lands east of the railroad tracks, much taller buildings could be placed in this area without significantly impairing public views. Building placement in this area should avoid obstruction of the public view corridor shown on Fig. 2. The appropriate number, placement and size of taller buildings in NW subarea should be determined through the development permit and environmental review process.

The portion of the Puget Sound shoreline in the SW subarea is the most environmentally sensitive area and a candidate for habitat restoration. This area has sandy substrate, supports some beach grass and other herbaceous vegetation, and contains a fair amount of driftwood. This area should be a priority for open space and restoration including elimination of invasive plants, re-establishing native riparian and backshore vegetation.

*Policy PW-3 Use and development of and near the Puget Sound shoreline and aquatic lands at Point Wells should be carefully designed and implemented to minimize impacts and achieve long-term sustainable systems. New bulkheads or over-water structures should not be permitted and the detrimental effects of existing bulkheads should be reduced through removal of bulkheads or alternative, more natural stabilization techniques.*

Any improvements in the westernmost 200 feet (within the jurisdiction of the Shoreline Management Act) of the NW and SW subareas should be limited to walkways and public use or park areas. Outside that shoreline area, buildings should be located and configured to maintain as much openness and public views across the site as possible, with taller structures limited to the central and easterly portions.

*Policy PW-4 A public access trail should be provided and appropriate signage installed along the entire Puget Sound shoreline of the NW and SW subareas and secured with an appropriate public access easement document.*

The relatively lowland area west of the tracks (between 10 and 20 feet above sea level) is abutted east of the tracks by a heavily forested slope. See Fig. 1. The slope rises steeply (15% to 25% grades) from the railroad tracks to the top of the slope, which is at approximately elevation 200. See Figure 2. The tree line at the top of the slope consists of mature trees from 50 to 100 feet in height, which further obscures public views of Point Wells from the portions of Woodway above elevation 200.

*Policy PW-5 New structures in the NW subarea should rise no higher than elevation 200.*

New buildings east of the railroad tracks would be much closer to existing single family homes in Woodway and Richmond Beach. To reflect this proximity, buildings of a smaller scale are appropriate.

*Policy PW-6 New structures in the SE Subarea should rise no higher than six stories.*

In order to promote maximum openness on the site and prevent bulky buildings, the City should consider innovative regulations such as design standards and guidelines, building floor plate maxima, requiring a minimum separation between taller structures and the protection of public view corridors. Public views from city rights-of-way in the Richmond Beach neighborhood are a major part of the area's character, and provide a sense of place, openness, beauty and orientation. A prominent public view corridor across the lowland area, shown in Fig. 2, affords a public view from Richmond Beach Drive northwest to Admiralty Inlet and Whidbey Island. Placement and size of structures at Point Wells should be located and configured so as not obstruct this important public view corridor.

*Policy PW-7 The public view from Richmond Beach Drive in Shoreline to Admiralty Inlet should be protected by a public view corridor across the southwest portion of the NW and SW subareas.*

*Policy PW-8 New structures in the NW subarea should be developed in a series of slender towers separated by public view corridors.*

## **Transportation Corridor Study and Mitigation**

A traffic and safety analysis performed by the City in the summer of 2009 evaluated the nature and magnitude of impacts likely to accrue from the development of Point Wells as an "Urban Center" under Snohomish County zoning, as well as development scenarios

assuming lesser orders of magnitude. This background information provided a basis for the City to conclude that, prior to the approval of any specific development project at Point Wells, the applicant for any development permit at Point Wells should fund, and the City oversee, the preparation of a detailed Transportation Corridor Study.

### **Corridor Study**

The Transportation Corridor Study and Implementation Plan should include an evaluation of projected impacts on vehicular flow and levels of service at every intersection and road segment in the corridor. If a potential alternative access scenario is identified, it should be added to the corridor study. The Study should also evaluate and identify expanded bicycle and pedestrian safety and mobility investments, and identify "context sensitive design" treatments as appropriate for intersections, road segments, block faces, crosswalks and walkways in the study area with emphasis on Richmond Beach Road and Richmond Beach Drive and other routes such as 20<sup>th</sup> Ave. NW, 23<sup>rd</sup> Place NW, NW 204<sup>th</sup> Street and other streets that may be impacted if a secondary road is opened through Woodway.

### **Implementation Plan**

The corridor study would be a step in the development of such a plan. The scope of the implementation plan should include a multimodal approach to mobility and accessibility to and from Point Wells, as well as detailed planning for investments and services to improve multimodal travel for adjacent communities between Point Wells and I-5. This could well include an integrated approach to accessing Point Wells, the Richmond Beach neighborhood, and Richmond Highlands with the Bus Rapid Transit system along Aurora Avenue, the I-5 corridor itself - focusing on the interchanges at N. 205<sup>th</sup> and N. 175<sup>th</sup>, as well as the Sound Transit light rail stations serving Shoreline.

While the analysis of vehicle flows is appropriate as part of the study, the solutions should provide alternatives to vehicle travel to and from Point Wells - as well as more transportation choices than those that currently exist today for the Richmond Beach neighborhood and adjacent communities.

*Policy PW-9 To enable appropriate traffic mitigation of future development at Point Wells, the developer should fund the preparation of a Transportation Corridor Study as the first phase of a Transportation Implementation Plan, under the direction of the City, with input and participation of Woodway, Edmonds, Snohomish County and WSDOT. The Study and Transportation Implementation Plan should identify, engineer, and provide schematic design and costs for intersection, roadway, walkway and other public investments needed to maintain or improve vehicular, transit, bicycle and pedestrian safety and flow on all road segments and intersections between SR 104, N 175<sup>th</sup> Street, and I-5 with particular attention focused on Richmond Beach Drive and Richmond Beach Road. Road segments that would be impacted by an alternate secondary access through Woodway should also be analyzed, which would include 20<sup>th</sup> Avenue NW, 23<sup>rd</sup> Place NW and NW 204<sup>th</sup> Street. The Study and Transportation Plan should identify needed investments and services, including design and financing, for multimodal solutions to improving mobility and accessibility within the Richmond Beach neighborhood and adjacent communities, including but not limited to investments on Richmond Beach Drive and Richmond Beach Road.*

*Policy PW-10 The needed mitigation improvements identified in the Transportation Corridor Study and Implementation Plan should be built and operational concurrent with the occupancy of the phases of development at Point Wells.*

Richmond Beach Road and Richmond Beach Drive provide the only vehicular access to Point Wells at this time. Therefore, it is critical that identified impacts be effectively mitigated as a condition of development approval. It is also vital that the traffic generated from Point Wells be limited to preserve safety and the quality of residential neighborhoods along this road corridor. In the event that secondary vehicular access is obtained through Woodway to the Point Wells site, the mitigation and improvements of the impacts to those additional road segments must also occur concurrent with the phased development.

Historically, mobility and accessibility in Richmond Beach and adjacent communities has been dominated by the single occupancy vehicle. Provision of bicycle and pedestrian facilities has been limited because retrofitting an existing road network with these facilities is an expensive undertaking. The Richmond Beach Road corridor is served by limited Metro bus service and is beyond a reasonable walking distance from potential development within Point Wells. Though rail service to a station in Richmond Beach was evaluated by Sound Transit, no service is envisioned in the transit agency's adopted 20 year plan. Improved transit, bicycle and pedestrian mobility is a long-term policy objective, but the majority of trips in the area will likely continue to be by automobiles utilizing the road network. The City's traffic study completed in 2009 shows that if more than 8,250 vehicle trips a day enter the City's road network from Point Wells, it would result in a level of service "F" or worse at a number of City intersections. This would be an unacceptable impact.

*Policy PW-11 The City should address opportunities to improve mobility, accessibility, and multimodal east-west movement in the Richmond Beach Road Corridor between Puget Sound and I-5 as part of the update of the city-wide Transportation Management Plan. The City should also work with neighboring jurisdictions Woodway and Edmonds to improve north-south mobility. These opportunities should be pursued in a manner that reduces existing single occupancy vehicle trips in the corridor.*

*Policy PW-12 In view of the fact that Richmond Beach Drive between NW 199th St. and NW 205th St. is a local road with no opportunities for alternative access to dozens of homes in Shoreline and Woodway, the City designates this as a local street with a maximum capacity of 4,000 vehicle trips per day. Unless and until 1) Snohomish County and/or the owner of the Point Wells Urban Center can provide to the City the Transportation Corridor Study and Mitigation Plan called for in Policy PW-9, and 2) sources of financing for necessary mitigation are committed, the City should not consider reclassifying this road segment.*

## **Interjurisdictional Coordination**

The City should work with the Town of Woodway and Edmonds to identify ways in which potential future development in the lowland portion of Point Wells could be configured or mitigated to reduce potential impacts on Woodway. There is no practical primary vehicular access to the lowland part of Point Wells other than via Richmond Beach Road. However,

the City should work with property owners and Woodway to provide a bicycle and pedestrian route between Woodway and Point Wells.

The Growth Management Act states that cities, rather than county governments, are the preferred providers of urban governmental services. Because urban governmental services and facilities in Shoreline are much closer to Point Wells than are similar services and facilities located in Snohomish County, it is most efficient for the City to provide those services.

Working with its public safety partners, Shoreline Fire Department and Shoreline Police Department, the City should invite Snohomish County to discuss an interlocal agreement to address the timing and methods to transition local governmental responsibilities for Point Wells from the County to the City. Included in these discussions should be responsibilities for permitting and inspection of future development at Point Wells, and possible sharing of permitting or other local government revenues to provide an orderly transition.

*Policy PW-13 The City should work with the Town of Woodway, City of Edmonds and Snohomish County toward adoption of interlocal agreements to address the issues of land use, construction management of, urban service delivery to, and local governance of Point Wells. A joint SEPA lead-agency or other interlocal agreement with the County could assign to the City the responsibility for determining the scope, parameters, and technical review for the transportation component of the County's Environmental Impact Statement prepared for a future project at Point Wells. Under such agreement, this environmental analysis, funded by the permit applicant, could satisfy the policy objectives of the Transportation Corridor Study and Implementation Plan referenced at PW-10.*

*Policy PW-14 In the event that development permit applications are processed by Snohomish County, the City should use the policies in this Subarea Plan as guidance for identifying required mitigations through the SEPA process and for recommending changes or additional permit conditions to achieve greater consistency with the City's adopted policies.*





## **AGREEMENT TO TRANSFER FACILITIES**

This Agreement is made between the Town of Woodway, hereafter "Woodway" and Olympic View Water and Sewer District, hereafter "Olympic View".

Whereas, Woodway currently owns and operates a sanitary sewer system within the city limits for the use and benefit of its residents; and

Whereas, Olympic View currently owns and operates a sanitary sewer system adjacent to Woodway and is willing to accept responsibility for operating Woodway's sanitary sewer system, now therefore in consideration of mutual benefits and promises, the parties agree as follows:

### **I. SYSTEM TRANSFER**

- A. Woodway shall quit claim title to all sewer facilities it owns in Woodway to Olympic View. Olympic View shall assume full responsibility for maintenance and operations of such facilities.
- B. Woodway shall provide Olympic View with the original, or copies, of all pertinent information regarding the sewer system and its customers, including financial and accounting records, drawings, and maps.
- C. Woodway shall assign its rights and responsibilities in the existing contracts with the City of Edmonds, with King County Metro, and with Ronald Wastewater District, to Olympic View. Edmonds and King County Metro have consented to the assignment. The other contracts do not require consent for assignment.
- D. Before the transfer, Woodway shall provide Olympic View with copies of all known third party agreements having a bearing on the future operation of the sewer system. Woodway shall retain financial responsibility for any written or verbal third party agreement not provided to Olympic View.
- E. As of the date of transfer, all current and future sewer service customers in Woodway shall become Olympic View sewer service customers with all rights and responsibilities of other Olympic View sewer service customers. Olympic View shall assume full responsibility for these sewer service customers.
- F. Woodway shall grant a franchise to operate sewer and water utilities within the Woodway rights-of-way. The franchise shall provide for complete indemnification of Woodway by Olympic View for acts and omissions of Olympic View. The form of the franchise is attached as Attachment A. To coordinate with the Town of Woodway, Olympic View shall be required to obtain right-of-way permits before disturbing the right-of-way in Woodway.

- G. Woodway has an existing Sanitary Sewer Capital Reserve Fund. This fund shall be used to pay any obligation regarding the Town's sanitary sewer system that would, for a legal, contractual or other agreed upon reason, be impractical to transfer to Olympic View. Woodway shall determine which obligations shall be paid for this fund prior to transfer of the funds to Olympic View. Olympic View shall establish a Woodway sanitary sewer capital fund. Any capital reserves transferred to Olympic View by Woodway shall be placed in this fund. This fund shall be used solely to provide money for capital expenditures on the sanitary sewer system within the Town of Woodway. This fund transfer does not relieve Olympic View of the burden and responsibility to maintain sanitary sewers and otherwise care for sewer related matters in Woodway, nor, does it relieve Olympic View of any liability that may exceed the amounts in this reserve fund.
- H. Woodway has provided Olympic View with a complete financial accounting of their sewer business prior to the execution of this Agreement. Olympic View accepts this accounting as complete. Woodway shall transfer to Olympic View all unexpended funds collected from the current sewer customers through sewer rates, facility fees, connection charges or any other means, except for funds necessary to satisfy any obligation regarding the Town's sanitary sewers that would be impractical to transfer to Olympic View for legal, contractual, or other agreed upon reason.
- I. At the time of transfer the Town of Woodway shall transfer to Olympic View all sewer accounts receivable, interest in any liens currently on file, or other money due Woodway for any sewer service, except for funds due Woodway necessary to satisfy any obligation regarding sewer service that would be impracticable to transfer for legal, contractual or other agreed upon reasons to Olympic View.

## **II. FUTURE COSTS AND EXPENSES**

- A. Except as set forth herein, Olympic View shall assume the full responsibility for all costs and liabilities whether anticipated or unanticipated, incurred after transfer. Costs include any expense associated with the planning, financing, expanding, constructing, maintaining, replacing, and operating the sewer system within the boundaries of Woodway.
- B. All known and/or reasonably anticipated costs and liabilities other than normal operating costs and expenses, such as "latecomer agreements," shall be disclosed by Woodway and responsibility shall be assigned between the parties before the date of transfer. Any unassigned costs or liabilities shall be Olympic View's responsibility as set forth in A. above.
- C. Woodway shall retain, or otherwise resolve, its rights and responsibilities for all existing sewer LID bonds and limited tax general obligation bonds issued to finance the Metro-King County sewer line in Woodway. For the purpose of paying for these outstanding sewer related bonds, Woodway has levied assessment charges on "metro side sewer lots" (lots which can directly connect to them metro trunk line) and fees on any new side sewer connection from "metro tributary sewer lots," (lots which indirectly connect to the metro sewer trunk line). Woodway shall continue to collect these sewer related assessments

and charges after transfer by means of an interlocal agreement in a form set forth on Attachment B.

- D. Insofar as legally possible, Olympic View shall be responsible for the administration of all sewer LID's in Woodway, except for the collection and disbursements on LID bonds outstanding at the time of the transfer. Woodway and Olympic View shall cooperate to make all present and future sewer LID's function as smoothly as possible.

### **III. GENERAL TERMS**

- A. Basic charges for Olympic View sewer customers with sewer connections within Woodway shall be the same as for all other Olympic View sewer customers. Olympic View may also impose a treatment differential consisting only of actual charges incurred by Olympic View due to the existing contracts between Woodway and the jurisdictions of Edmonds, King County Metro and Ronald Wastewater District. As part of the treatment differential, Olympic View customers residing in Woodway will be subject to modification of these existing contracts necessary to provide transport or treatment of Woodway's waste water. Any treatment differential shall be applied uniformly to all sanitary sewer customers in Woodway. Woodway and Olympic View will both cooperate and each will use their best efforts and consider alternative strategies, to reduce or eliminate, as rapidly as feasible, any additional surcharge arising from the existing Woodway contracts with the listed jurisdictions. Olympic View will utilize to the fullest extent possible its rights to currently unused treatment capacity in the Edmonds treatment plant to service its customers residing in Woodway.
- B. Woodway ordinances concerning methods of enforcement and collection of sewer charges will remain in force as long as there are outstanding sewer charges or fees. The balance of Woodway ordinances dealing with sewer rates shall be repealed as of the date of transfer. Woodway and Olympic View agree that all connection to the sanitary sewer system is voluntary, unless otherwise required by law.
- C. Except for violation of the terms of this Agreement, the Town of Woodway will not resume operation of sanitary sewer service or assume any of Olympic View's water or sewer facilities within the Town's boundaries unless ten years notice of its intent to do so has been given to Olympic View. If such notice is given, then Olympic View shall transfer to the Town any of its facilities located within the Town, provided it is compensated for the fair value of such facilities. The parties agree to negotiate in good faith regarding the fair value, but if unable to agree, the matter shall be submitted to arbitration.
- D. Olympic View will promptly provide notice to Woodway of any application for sewer service in Woodway. Olympic View will not connect any new sewer service to any Metro Side Sewer or Tributary Lot without proof that all charges and fees due Woodway on such lot related to the construction and payment for the Metro Sewer Line have been paid

#### **IV. MISCELLANEOUS PROVISIONS**

- A. As used in this Agreement, "time of transfer" or "transfer" shall be mutually determined by the parties, but in any case shall commence as of the date of the deed or other documents transferring the sewer facilities as set forth in I A, above.
- B. This Agreement is for the benefit of the parties hereto only, and shall not be deemed to create any rights in any third party.
- C. The parties agree to execute any and all documents necessary to effectuate the terms of this Agreement.
- D. This Agreement shall not be modified except by written agreement signed by the parties. This Agreement incorporates the full agreement between the parties and supercedes all other agreements, understandings and discussions between the parties on the subject matter of this Agreement.
- E. Each party will pay their own attorneys or other professional advisors for any other costs incurred during or as a result of the transfer. Any reasonable payment made by Woodway under this section shall come from the Sanitary Sewer Capital Reserve Fund before the Fund is transferred to Olympic View. Both parties drafted this contract for interpretation purposes.

DATED THIS 1<sup>st</sup> DAY OF MARCH, 2004

TOWN OF WOODWAY

By:

  
Mayor Carla A. Nichols

ATTEST/AUTHENTICATED:

By:

  
Lorraine Taylor, Town Clerk

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY:

By:

  
Wayne D. Tanaka

OLYMPIC VIEW WATER & SEWER DISTRICT:

By: Patricia Meeker  
Patricia Meeker, President

APPROVED AS TO FORM:

By: [Signature]  
District Counsel



**TOWN OF WOODWAY**

**RESOLUTION NO. 13-370-B**

**RESOLUTION REGARDING TEN YEAR NOTICE TO OLYMPIC VIEW FOR TOWN'S  
RESUMPTION OF SEWER SERVICE AND ASSUMPTION OF FACILITIES LOCATED  
WITHIN THE TOWN LIMITS**

**WHEREAS**, on March 1, 2004 the Town of Woodway ("Town") and Olympic View Water & Sewer District ("Olympic View") entered into an Agreement to Transfer Facilities ("Agreement") providing for the transfer of the Town's sewer utility assets to Olympic View; and

**WHEREAS**, the Town Council now desires to consolidate water, sewer and storm water utility services provided within the Town; and

**WHEREAS**, paragraph III C of the Agreement requires the Town to provide ten years notice prior to the Town's resumption of sewer service or assumption of Olympic View; and

**WHEREAS**, paragraph III C of the Agreement also requires Olympic View to transfer to the Town Olympic View's water and sewer facilities located within the Town upon expiration of the ten year notice and payment by the Town for such assets, and

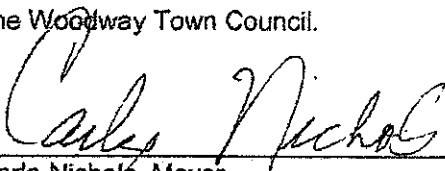
**WHEREAS**, paragraph III C of the Agreement also requires the Town to give 10 years notice of an assumption of the District's jurisdiction.

**NOW, THEREFORE, BE IT RESOLVED** by the Woodway Town Council as follows:

1. The Town Council hereby finds it to be in the best interest of the Town and its residents that the Town obtain, pursuant to the Agreement and/or applicable law, ownership of Olympic View's water and sewer facilities located within the Town.
2. Pursuant to paragraph III C of the Agreement, the Town hereby gives to Olympic View the requisite ten years' notice that the Town intends to resume operations of its sanitary sewer utility.
3. Pursuant to paragraph III C of the Agreement, the Town hereby requests that Olympic View transfers to the Town Olympic View's water and sewer facilities located within the Town upon expiration of the ten year notice and payment by the Town for such assets as required by the Agreement.
4. The Town hereby gives Olympic View ten years' notice that, pursuant to RCW 35.13A, the Town intends to assume jurisdiction over the responsibilities, property, facilities and equipment of that portion of Olympic View located within the Town limits as exist on the date of assumption.

5. The Town hereby requests to begin negotiations on the valuation methodology for Olympic View's water and sewer facilities located within the Town, and to begin coordination of comprehensive plans.

Adopted this 18<sup>th</sup> day of November, 2013 by the Woodway Town Council.

  
Carla Nichols, Mayor

ATTEST:

  
Joyce Bielefeld, Clerk-Treasurer