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BEFORE THE BOUNDARY REVIEW BOARD
FOR THE COUNTY OF SNOHOMISH

**In re: Assumption of the Ronald
Wastewater District by the City of
Shoreline within Snohomish County.**

File No. 04-2014

**Declaration of
Julie Ainsworth-Taylor**

I, Julie Ainsworth-Taylor, declare under penalty of perjury under the laws of the State of Washington state as follows:

1. I am not a party to this action, I am over the age of eighteen, and I make this declaration based on my personal knowledge.
2. I am the Interim City Attorney for the City of Shoreline.
3. Attached as Exhibit A is a true and correct copy of an index produced by the King County Archives. This index was provided to me by Rebecca Pixler, Assistant Archivist at the King County Archives.

1 4. Attached as Exhibit B is a true and correct copy of King County Ordinance 17019.
2 This copy was downloaded from the King County Council's Legislative Search Database -
3 http://www.kingcounty.gov/council/clerk/search_archive.aspx

4 5. Attached as Exhibit C is a true and correct copy of the Ronald Wastewater District
5 Existing Sewer System, dated June 2012. This map was provided to the City of Shoreline
6 by the District.

7 6. Attached as Exhibit D is a true and correct copy of representative interlocal
8 agreements that the Ronald Wastewater District has entered into with other entities. These
9 documents were provided to the City of Shoreline by the Ronald Wastewater District.
10

11 7. Attached as Exhibit E is a true and correct copy of minutes of the Transition
12 Committee for the Ronald Wastewater District Assumption and a true and correct copy of the
13 Project Charter for that Committee.

14 8. Attached as Exhibit F is a true and correct copy of Ronald Wastewater District
15 Resolution 02-66. This document was provided to the City of Shoreline By the Ronald
16 Wastewater District.
17

18 9. Attached as Exhibit G is a true and correct copy of excerpts of the Ronald
19 Wastewater Comprehensive Sewer Plan (January 2010).

20 10. Attached as Exhibit H is a true and correct copy of the 2004 Agreement to Transfer
21 Facilities and related documents, entered into by the Town of Woodway and Olympic View
22 Sewer and Water District. A copy of these documents was provided to Shoreline by the
23 Town of Woodway.
24
25

1 11. Attached as Exhibit I is a true and correct copy of King County Ordinance No. 6781.
2 This copy was downloaded from the King County Council's Legislative Search Database -
3 http://www.kingcounty.gov/council/clerk/search_archive.aspx

4 12. Attached as Exhibit J is a true and correct copy of pleadings and orders from King
5 County Superior Court Case No. 84-2-08391-3. A copy of these documents was provided to
6 the Shoreline by the Washington State Courts.

7 13. Attached as Exhibit K is a true and correct copy of King County Ordinance No. 7370.
8 This copy was downloaded from the King County Council's Legislative Search Database -
9 http://www.kingcounty.gov/council/clerk/search_archive.aspx

10 14. Attached as Exhibit L is a true and correct copy of Ronald Sewer District Resolution
11 No. 85-28. A copy of this document was provided to Shoreline by the District.

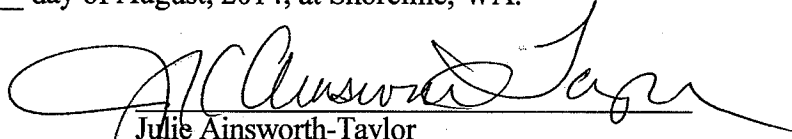
12 15. Attached as Exhibit M is a true and correct copy of pleadings and orders from King
13 County Superior Court Case No. 85-2-17332-5. A copy of these document was provided to
14 Shoreline by the Washington State Courts.

15 16. Attached as Exhibit N is a true and correct copy of Snohomish County Motion 10-185
16 approving the Ronald Wastewater District Comprehensive Sewer Plan. This document was
17 obtained from Snohomish County's on-line council document database -
18 <http://snohomishcountywa.gov/940/Online-Council-Documents>

19 17. Attached as Exhibit O is a true and correct copy of excerpts from the Washington
20 State Legislature Local Governance Study Commission's 1985 report - *The Quiet Crisis of*
21 *Local Governance in Washington.*

1 18. Attached as Exhibit P is a true and correct copy of excerpts from the February 2009
2 Draft Supplemental Environmental Impact Statement for Snohomish County's
3 Comprehensive Plan Amendments.

4 DATED this 7th day of August, 2014, at Shoreline, WA.

5
6 
7 Julie Ainsworth-Taylor

Cards Client Report

Title	Record Group	Series	Date	Type	Item Format	Agency Id	Container	Location
Annexing territory to Sewer District #23 - Ronald Sewer District [18-26-4]	102 - Commissioners	124 - Resolutions	01/10/1955	Item	Legislative File / Textual Materials	15312	Box 49	239-4-4
Annexing territory to Sewer District #23 - Ronald Sewer District [6-26-4]	102 - Commissioners	124 - Resolutions	01/30/1956	Item	Legislative File / Textual Materials	16134	Box 53	239-4-4
Annexing territory to Ronald Sewer District #23 [6-26-4]	102 - Commissioners	124 - Resolutions	01/30/1956	Item	Legislative File / Textual Materials	16135	Box 53	239-4-4
Annexing territory to Sewer District #23 (Ronald Sewer District) [18-26-4]	102 - Commissioners	124 - Resolutions	10/15/1956	Item	Legislative File / Textual Materials	16761	Box 56	239-4-4
Annexing territory to Ronald Sewer District #23 [1-26-3]	102 - Commissioners	124 - Resolutions	03/03/1958	Item	Legislative File / Textual Materials	18181	Box 62	239-4-3
Annexing territory to Sewer District #23 (Ronald Sewer District)	102 - Commissioners	124 - Resolutions	12/14/1959	Item	Legislative File / Textual Materials	20587	Box 74	239-4-2
Annexing territory to Sewer District #23 (Ronald Sewer District) [12-26-3]	102 - Commissioners	124 - Resolutions	11/20/1961	Item	Legislative File / Textual Materials	23448	Box 87	239-4-1
Annexing territory to Sewer District #23 (Ronald Sewer District) [1-26-3]	102 - Commissioners	124 - Resolutions	07/26/1965	Item	Legislative File / Textual Materials	30342	Box 118	239-3-3
Annexing territory to Sewer District #23 (Ronald Sewer District) [1-26-3]	102 - Commissioners	124 - Resolutions	08/19/1965	Item	Legislative File / Textual Materials	30467	Box 118	239-3-3
Annexing territory to Sewer District #23 (Ronald Sewer District) [4-26-4] [3-26-4]	102 - Commissioners	124 - Resolutions	11/14/1966	Item	Legislative File / Textual Materials	32651	Box 128	239-3-2
Annexing territory to Sewer District #23 (Ronald Sewer District) [5-26-4] [4-26-4]	102 - Commissioners	124 - Resolutions	01/16/1967	Item	Legislative File / Textual Materials	32954	Box 130	239-3-2
Annexing territory to Sewer District #23 (Ronald Sewer District) [1-26-3]	102 - Commissioners	124 - Resolutions	02/27/1967	Item	Legislative File / Textual Materials	33153	Box 131	239-3-2
Annexing territory to Sewer District #23 (Ronald Sewer District) [1-26-3]	102 - Commissioners	124 - Resolutions	07/26/1965	Item	Legislative File / Microfilm	30342	Reel 29 Volume 9 Page 133	234-6-3

County Archives Records Database System

Cards Client Report

Title	Record Group	Series	Date	Type	Item Format	Agency Id	Container	Location
Annexing territory to Sewer District #23 (Ronald Sewer District) [1-26-3]	102 - Commissioners	124 - Resolutions	08/19/1965	Item	Legislative File / Microfilm	30467	Reel 29 Volume 9 Page 550	234-6-3
Annexing territory to Sewer District #23 (Ronald Sewer District) [4-26-4] [3-26-4]	102 - Commissioners	124 - Resolutions	11/14/1966	Item	Legislative File / Microfilm	32651	Reel 33 Volume 13 Page 1674	234-6-3
Annexing territory to Sewer District #23 (Ronald Sewer District) [5-26-4] [4-26-4]	102 - Commissioners	124 - Resolutions	01/16/1967	Item	Legislative File / Microfilm	32954	Reel 34 Volume 14 Page 833	234-6-3
Annexing territory to Sewer District #23 (Ronald Sewer District) [1-26-3]	102 - Commissioners	124 - Resolutions	02/27/1967	Item	Legislative File / Microfilm	33153	Reel 34 Volume 14 Page 1561	234-6-3



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

January 24, 2011

Ordinance 17019

Proposed No. 2010-0304.1

Sponsors Ferguson

1 AN ORDINANCE relating to the annexation of
2 approximately 79 acres of land into the Ronald wastewater
3 district, known as the Holyrood Cemetery Area
4 Annexation, for the purpose of providing sewer service.

5 STATEMENT OF FACTS:

- 6 1. A notice of intention proposing the annexation of approximately 79
7 acres of land into the Ronald wastewater district, known as the Holyrood
8 Cemetery Area Annexation, for the purpose of providing sewer service
9 was filed with the county council on May 14, 2010.
- 10 2. The Ronald wastewater district has found the petition for transfer to be
11 sufficient and has concurred with the proposed transfer in Resolution No.
12 10-10, passed on April 20, 2010.
- 13 3. The Ronald wastewater district filed a determination of nonsignificance
14 on the proposed annexation dated April 5, 2010.
- 15 4. The utilities technical review committee recommended county council
16 approval of the proposed annexation.
- 17 5. The county council held the legally required public hearing and has
18 considered the criteria in RCW 57.02.040.

19 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

20 SECTION 1. The annexation of approximately 79 acres of land into the Ronald
21 wastewater district for the purpose of providing sewer service described in Attachment A
22 to this ordinance is approved. Approval of this proposed annexation is consistent with
23 RCW 57.02.040.

24 SECTION 2. The Ronald wastewater district is the appropriate entity to serve the
25 area proposed to be annexed.

26 SECTION 3. Completion of this annexation does not constitute county approval

27 or disapproval of any other permits, certifications or actions necessary to provide service
28 to this annexation area.
29

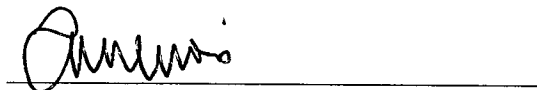
Ordinance 17019 was introduced on 5/24/2010 and passed by the Metropolitan King County Council on 1/24/2011, by the following vote:

Yes: 9 - Mr. Phillips, Mr. von Reichbauer, Mr. Gossett, Ms. Hague,
Ms. Patterson, Ms. Lambert, Mr. Ferguson, Mr. Dunn and Mr.
McDermott
No: 0
Excused: 0


KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Larry Gossett, Chair

ATTEST:


Anne Noris, Clerk of the Council

APPROVED this 31 day of JANUARY, 2011.


Dow Constantine, County Executive

RECEIVED
2011 JAN 31 PM 4:10
KING COUNTY COUNCIL CLERK

Attachments: A. Legal Description

17019

ATTACHMENT A

2010-304

EXHIBIT A

Legal description
Holyrood Cemetery Annexation

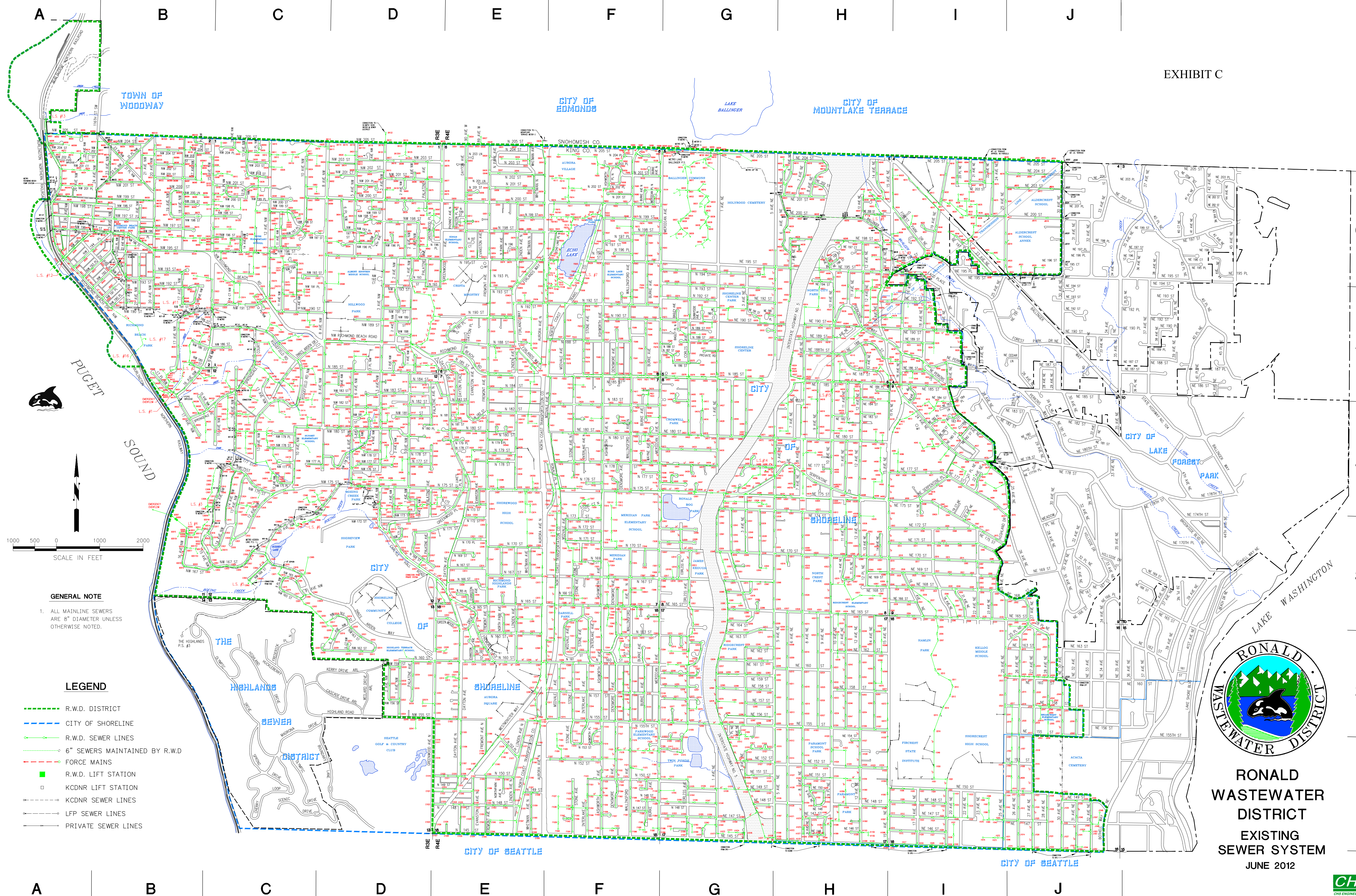
BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 26 NORTH, RANGE 4 EAST;

THENCE SOUTHERLY TO THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 5;

THENCE WESTERLY TO THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 5;

THENCE NORTHERLY ALONG SAID WEST LINE TO THE NORTH LINE OF SAID SECTION 5;

THENCE EASTERLY TO THE POINT OF BEGINNING.



GENERAL NOTE

- 1. ALL MAINLINE SEWERS ARE 8" DIAMETER UNLESS OTHERWISE NOTED.

LEGEND

- R.W.D. DISTRICT
- CITY OF SHORELINE
- R.W.D. SEWER LINES
- 6" SEWERS MAINTAINED BY R.W.D.
- FORCE MAINS
- R.W.D. LIFT STATION
- KCDNR LIFT STATION
- KCDNR SEWER LINES
- LFP SEWER LINES
- PRIVATE SEWER LINES



**RONALD
WASTEWATER
DISTRICT**
EXISTING
SEWER SYSTEM
JUNE 2012



AGREEMENT BETWEEN RONALD WASTEWATER DISTRICT
AND
OLYMPIC VIEW WATER AND SEWER DISTRICT
RELATING TO USE OF SEWER SYSTEM.

THIS AGREEMENT is between Ronald Wastewater District, hereinafter "Ronald," a Washington municipal corporation, and Olympic View Water and Sewer District, hereinafter "Olympic View," a Washington municipal corporation.

RECITALS:

- A. Ronald was previously known as Ronald Sewer District and Shoreline Wastewater Management District.
- B. In 1992 Ronald entered into an agreement with the Town of Woodway relating to the Town's use of the Ronald's sanitary sewer system to serve a portion of the Town. A copy of that "Agreement" which was recorded under King County Recorder's No. 9202260057 is attached to this agreement as Exhibit "A" and its terms are incorporated herein by this reference to it.
- C. The Town of Woodway has transferred its sanitary sewer system to Olympic View by an agreement dated the 1st day of March, 2004. As a result of said agreement the Town of Woodway assigned its rights and responsibilities under the agreement with Ronald to Olympic View.
- D. In consideration of the following promises and agreements Ronald and Olympic View make the following amendments and/or modifications to the said "Agreement."

AGREEMENT:

- 1. Section 2 of the Sewer Use Agreement shall be modified to add one additional point of discharge from the Olympic View service area to the Ronald Wastewater District system and service area. The total points of discharge are now three: 23rd Place NW at 201st St. NW; at or near Ronald Wastewater District's manhole A6003 on NW 205th St approximately 500 east of Richmond Beach Drive NW; and at or near the Ronald's manhole at Lift Station 13 in Snohomish County.
- 2. Under this agreement, two additional residential connections to the Ronald system shall be allowed, increasing the maximum total number of connections from 163 to 165.

3. Section 5.1 of the aforementioned Sewer Use Agreement is modified to set the maintenance and operation fee for each of the aforementioned two connections at the current fee established by Section 5.1 plus \$1.00 per month, subject to future increases under the formula set forth in Section 5.1.
4. Except as otherwise provided herein, the terms and conditions set forth in the original agreement between the Town of Woodway and Ronald Wastewater District relating to the use of Ronald's system by Olympic View shall be binding on both Olympic View Water and Sewer District and Ronald Wastewater District, except as modified hereby.

RONALD WASTEWATER DISTRICT

By: Michael O'Donnell

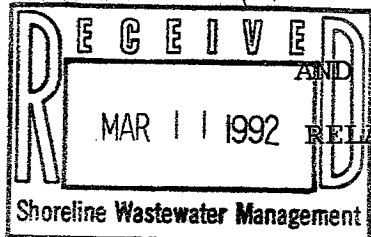
Title: General Manager

OLYMPIC VIEW WATER & SEWER
DISTRICT

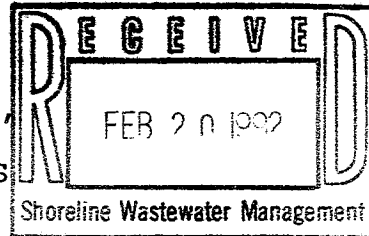
By: [Signature]

Title: GENERAL MANAGER

9202260057



AGREEMENT BETWEEN THE TOWN OF WOODWAY AND SHORELINE WASTEWATER MANAGEMENT DISTRICT, a/k/a RONALD SEWER DISTRICT RELATING TO THE USE OF THE DISTRICT'S SEWERS



THIS AGREEMENT is between SHORELINE WASTEWATER MANAGEMENT DISTRICT, a/k/a RONALD SEWER DISTRICT, a municipal corporation formed pursuant to RCW 56, in King County ("the District"), and the TOWN OF WOODWAY, a code city in Snohomish County, Washington ("the Town"), providing for the terms and conditions regarding the discharge of a portion of the Town's sanitary sewage into the District's sanitary sewage facilities.

SECTION 1 - BACKGROUND

The District owns and operates facilities in an area known as Richmond Beach (previously a part of King County Sewerage District No. 3) which is contiguous to the southerly boundary of the Town of Woodway. The District has adopted Resolutions establishing the Rules and Regulations for the operation of its system and a Rate Resolution establishing rates and charges to be levied against its ratepayers and others using its sewer system, all of which are subject to amendment by the District's Board of Commissioners as its legislative body.

The Town has entered into an agreement with METRO for the construction of a force main which will transport sewage previously treated at METRO's Richmond Beach Plant to the City of Edmonds' secondary treatment plant currently under construction as a result of the "Flow Transfer Agreement" negotiated between the City of Edmonds and METRO.

The southerly portion of the Town has been unsewered and residences located in that area have been served by septic tanks. Since 1983, the Town has considered providing sanitary sewer service to this portion of the Town and has considered different options available to it. As a result of the Flow Transfer Agreement, the Town commenced negotiations with the District. Those negotiations have resulted in this Sanitary Sewer Service Agreement between the District and the Town.

In 1989, the Legislature of the State of Washington amended R.C.W. 56.08.010 establishing procedures for the calculation of a Connection Charge to be levied against property owners seeking to connect to and make use of the District's system of sewers. The District has, in accordance with R.C.W. 56.08.010, amended its Comprehensive Plan by its Resolution 91-52 to include its long-term planned projects in accordance with the 1989 amendment to R.C.W. 56.16.030.

On February 4, 1991, the Board of Commissioners of the District adopted Resolution 91-09 establishing the General Facilities Charge contemplated by R.C.W. 56.08.010. The District's General Facilities Charge for 1990 and 1991 connections was established at \$801.00 per Residential Customer Equivalent. Thereafter, the General Facilities Charge for Residential Customer Equivalents "shall be established annually by the District's Board of Commissioners" when establishing its budget for the next calendar year.

SECTION 2 - ESTIMATED NUMBER OF RESIDENTIAL UNITS TO BE SERVED

There is one point of discharge from the portions of the Town to be served under this Agreement. The estimated number of residential connections to serve into the District's system which has been supplied by the Town's consulting engineer, Gray and Osborne, Inc. is approximately 158 connections entering the District's system at 23rd Place N.W. at N.W. 201st Street.

Ronald Sewer Dist.
17505 Linden North
Seattle, Wa. 98133

9202260057

9112100944 10:04:00 AM KING COUNTY RECORDS 008 JD 14.00

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NOV 30 1960

SECTION 3 - DESCRIPTION OF SERVICE AREAS

The boundaries of the Area to be served are described on attached "Exhibit 1".

Upon execution of this Agreement, the Town shall be authorized to discharge sanitary sewage from the Area to be served into the District's sanitary sewage facilities in accordance with the terms and conditions described in Section 4.

SECTION 4 - TERMS AND CONDITIONS

- 4.1 The Town shall, prior to the implementation of this Agreement, adopt a Comprehensive Plan, a copy of which, together with a certified copy of the Town's enabling ordinance, shall be attached to this Agreement as "Exhibit 2".
- 4.2 The Town shall discharge only Domestic Sewage into the District's facilities. The District may refuse to transport Domestic Sewage that does not conform to the Rules and Regulations of the District, METRO, DOE and EPA standards for Domestic Sanitary Sewage.
- 4.3 This Agreement and the Town's discharge of sewage into the District's system of sanitary sewers shall at all times be subject to the District's existing Rules and Regulations and any amendments to the District's Rules and Regulations as may in the future be adopted by the Board of Commissioners under its legislative powers.
- 4.4 The Town shall adopt rules and regulations establishing standards for the installation and inspection of its mainlines and all side sewer connections from house to stub located within the area to be served and ensure that only water tight lines are installed. A written record of each side sewer installation and its inspection shall be made and maintained by the Town and be available to the District upon written request by the District. The Town's rules and regulations pertaining to the allowances of inflow and infiltration entering into the part of its system which discharges into the District's system shall be no less stringent than the District's Rules and Regulations relating to all other District customers. Connection of storm water sources to the Town's sanitary sewer system shall not be allowed.
- 4.5 The Town shall install measuring manholes at points to be approved by the District's Consulting Engineer to provide for periodic review of flows to determine if excess flow is entering the District's system and to provide for computation of charges by the District. The Town shall be responsible for all costs related to the creation and maintenance of this information. If the District determines that flow is excessive, the Town shall remove such excessive flows from the system or the parties shall renegotiate the terms of this Agreement.
- 4.6 The gravity line constructed by METRO along N.W. 204th Street and 23rd Avenue N.W. between N.W. 205th Street and N.W. 201st Street will transport Domestic Sewage only from the Town, and all costs of the construction, maintenance, repair and replacement of this line which shall be maintained by METRO shall be the responsibility of the Town. The District shall not be responsible for any present or future costs or expenses incurred in the original construction of, or future maintenance, repair and replacement of this line.
- 4.7 The District shall perform all of the maintenance and repairs of its sewage facilities into which the METRO line described in Section 4.6, above, connects, and shall be responsible for the transmission of Domestic Sewage (**Note 1**) after it enters the District's sewage facilities.

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4.8 The Town shall report to the District any and all new connections into any part of the Town's sewage system which is connected to the District's sewage system for the purpose of establishing the District's computation of the Town's obligation for monthly Sewer Service Charges due to the District, as well as the computation and collection of the District's General Facilities Charge authorized by R.C.W. 56.08.010 and the District's Resolution 91-09.

4.9 The District shall be informed of each connection to be made within the area of the Town to be served by the Town under this Agreement in advance of any connection being made. Each connection shall be inspected by a District representative to permit approval and conformity with the District's standards. The District's inspection fee shall be \$30.00 to be paid by the owner of the property. The District's inspection permit fee provided for under this Agreement for the Town's residents shall be the same as that charged the District's ratepayers.

4.10 The Town shall negotiate its own contract for sewage treatment with METRO, and it shall provide the District with copies of all of its reports to METRO in order to permit the District to verify that there are no duplications of charges by METRO for the sewage delivered by the Town to METRO through the District's system. The Town will pay all METRO charges directly to METRO.

4.11 The Town assumes joint responsibility (on a pro-rata basis) for any and all liabilities incurred or created by the use of the shared line, as provided for in Section 5 of this Agreement.

SECTION 5 - FINANCIAL TERMS

5.1 The Town shall pay the District an annual Maintenance and Operation Fee based on fifty cents (50¢) per month per residential unit connecting to the Town's sewer system which shall serve into the District's sewer system.

The estimated number of the Town's connections is 158 (**Note 2**).

The upper limit on the number of connections shall be 160. Connections in excess of 160 will be the basis for the need to reanalyze the capacity formula and percentages etc. under this Agreement.

Future increases in these charges will be determined by the percentage increase in the monthly Sewer Service Charges to the District's ratepayers every five (5) years following the execution of this Agreement. For example:

If the District's monthly charges to its ratepayers increase five percent (5%) during the first five (5) years from the date of this Agreement, the charge to the Town shall, on the first day of the sixth (6th) year, increase in a like percentage.

5.2 Billing and Payment:

5.2.1 On or before January 31 of each year, the Town shall provide the District with a list of existing connections, by street address, including a statement of new connections made in the previous year together with the date upon which each connection was made.

5.2.2 On June 1 of each year, the District will submit a bill to the Town based on the charges for the previous year ending December 31;

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- 5.2.3 The Town shall make its payment to the District within 30 days of the billing date;
- 5.2.4 Penalties for late payment shall accrue as interest on the delinquent payment at the rate of 1% per month after the 30 day period has elapsed.

5.3 Collection of General Facilities Charge:

5.3.1 The District and the Town agree that at the execution of this Agreement, the District's Connection Charge to property owners in the Town who are provided for under this Agreement shall be \$350.00. This rate shall remain in effect through December 31, 1992. Thereafter, the Connection Charge shall be revised by the District as part of its annual budgetary reassessment, and it shall increase or decrease in the same proportion as the District's General Facility charge levied each year upon ratepayers within the District.

5.3.2 The Town shall, upon issuing permits to property owners for connection to that portion of the Town's Sanitary Sewage System which serves into the District's Sanitary Sewage System, provide for the property owners' payment of the General Facilities Charge levied by the District. The Town shall pay to the District the District's General Facilities Charge for each property to be connected to the System prior to permitting the connection to be made. Such payment shall be delivered by the Town to the District within thirty (30) days following the Town's issuance of a permit.

5.3.3 The Town may, in dealing with its sewer customers who serve into the District's Sanitary Sewage System, enter into whatever payment plan may be acceptable to the Town, but such arrangements shall have no effect on the Town's obligation to remit payment to the District of the General Facility Charge within the 30-day period following issuance of permit and prior to the Town's actually providing service by permitting the connection.

5.3.4 On or before December 1 of each year, commencing with December 1, 1992, The District shall notify the Town of the amount of the General Facilities Charge established by the District's Board of Commissioners for the Town's area covered by this Agreement for the next calendar year.

5.3.5 The District shall for a period of thirty (30) years from the date of this Agreement bear all the costs of maintenance, repair and replacement of its mainline (1,225 feet in length) into which the Town serves, and shall hold harmless and indemnify the Town from all such costs. Thereafter, the District and the Town shall share in such costs on a pro rata basis, based upon the number of residential equivalent units each shall serve into the District's mainline.

5.4 Hold Harmless and Indemnity:

5.4.1 The Town shall indemnify, hold harmless and defend the District against any and all claims or actions filed or brought against the District by any third party as a result of any work done by the Town, its contractors or subcontractors, or conditions existing as a result of any contracts let by the Town for the construction or maintenance and repair of any part of the Town's Domestic Sewage System

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flowing into the District's Domestic Sewage System and the work done under such contracts, except for work done by the District.

5.4.2 The Town shall indemnify, hold harmless and defend the District from any claims or damages which the District may now or in the future sustain as a result of any work done or any condition caused by or resulting from the Town's use of the District's facilities, including the cost of the defense of any action brought against the District.

5.4.3 The indemnity of the District by the Town shall include the District's reasonable attorney's fees, expenses, and all other costs of defense the District may incur.

5.4.4 In the event that the Town fails to defend any action brought against the District as a result of this contract, the District shall have the right, but not be obligated, to defend that action, and, if the defense of it is unsuccessful, pay such judgment as may be recovered against the District and recover from the Town the amount of any judgment, including any costs and attorneys' fees which may be levied against the District and all costs and attorneys' fees incurred by the District in the defense of that action by the District.

SECTION 6 - OTHER

6.1 Disputes:

6.1.1 In the event of a dispute between the District and the Town arising under the terms and conditions of this Agreement, the dispute shall be first negotiated by the Manager of the District and the Mayor of the Town who shall use their best efforts to resolve the dispute and submit their proposals for settlement to their respective legislative bodies for approval.

6.1.2 If the dispute cannot be resolved by the Manager and the Mayor, the dispute shall be submitted to the Board of Commissioners of the District and the Town Council of the Town for negotiation and resolution if possible.

6.1.3 If the dispute cannot be resolved by negotiations between the Board of Commissioners and the Town Council, the dispute shall be submitted to a single arbitrator to be agreed upon by both parties. The decision of the arbitrator shall be final and binding on both parties. The arbitrator shall not be required to take the position of either one party or the other, but may resolve the dispute in an equitable manner as the arbitrator may deem equitable and appropriate. The parties by agreement may waive arbitration. The arbitrator's fees and costs shall be paid by the non-prevailing party, or if the arbitrator's decision shall be a compromise of the positions of the parties, the fees and costs shall be shared equally by the parties.

In the event that the parties shall be unable to agree on the appointment of an arbitrator, they shall jointly or either one may independently file a petition to the presiding judge of the Superior Court of King County for the appointment of an arbitrator and such appointment shall be binding upon both parties.

6.2 Term:

The term of this Agreement shall be for thirty (30) years, commencing on November 15, 1991, and may thereafter be extended by mutual agreement between the parties.

NOTE 1 - Acceptable sewage is defined as sewage meeting METRO, DOE and EPA standards.

NOTE 2 - Any other areas of the Town which may serve into Lift Station 13 or into the District's facilities described in this Agreement are excluded from this Agreement. Prior to authorizing design plans for Lift Station 13, the District will contact the Town, and the Town will have thirty (30) days to request the opportunity to purchase capacity, negotiate its contribution to the construction or renovation of the Lift Station and negotiate a separate contract for service.

RONALD SEWER DISTRICT

TOWN OF WOODWAY

By Constance King
President and Commissioner

By Carol A. Simms
Mayor

By Irvin A. Potter
Secretary and Commissioner

Dated: 11-20-91

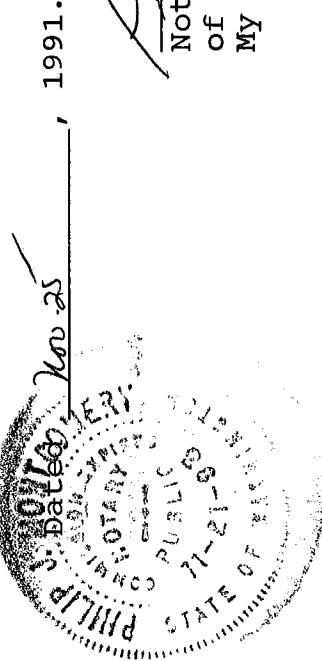
By Deborah A. Sawyer

Attest: Deborah A. Sawyer
Clerk/Treasurer

Dated: 25 Nov 91

State of Washington)
) ss.
County of King)

I certify that I know or have satisfactory evidence that Constance King and Irvin A. Potter are the persons who appeared before me, acknowledged signing this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the President and Secretary, respectively, of Ronald Sewer District, a municipal corporation, as their free and voluntary act for the uses and purposes mentioned in the instrument.



Philip S. Balleo
Notary Public in and for the State
of Washington, residing at Salt Lake
My appointment expires 11-21-93

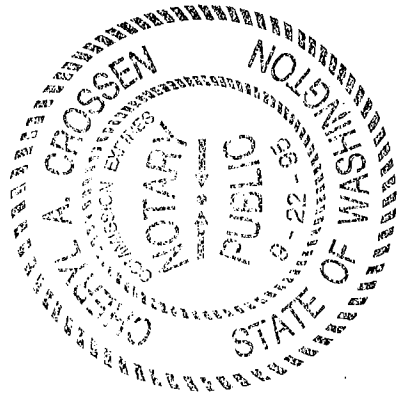
State of Washington)
) ss.
County of ~~King~~ (Shoshone)

I certify that I know or have satisfactory evidence that Carol A. Simms is the person who appeared before me, acknowledged signing this instrument, on oath stated that she was

9112100944

authorized to execute the instrument and acknowledged it as the Mayor of The Town of Woodway as ^{his} free and voluntary act for the uses and purposes mentioned in the instrument.

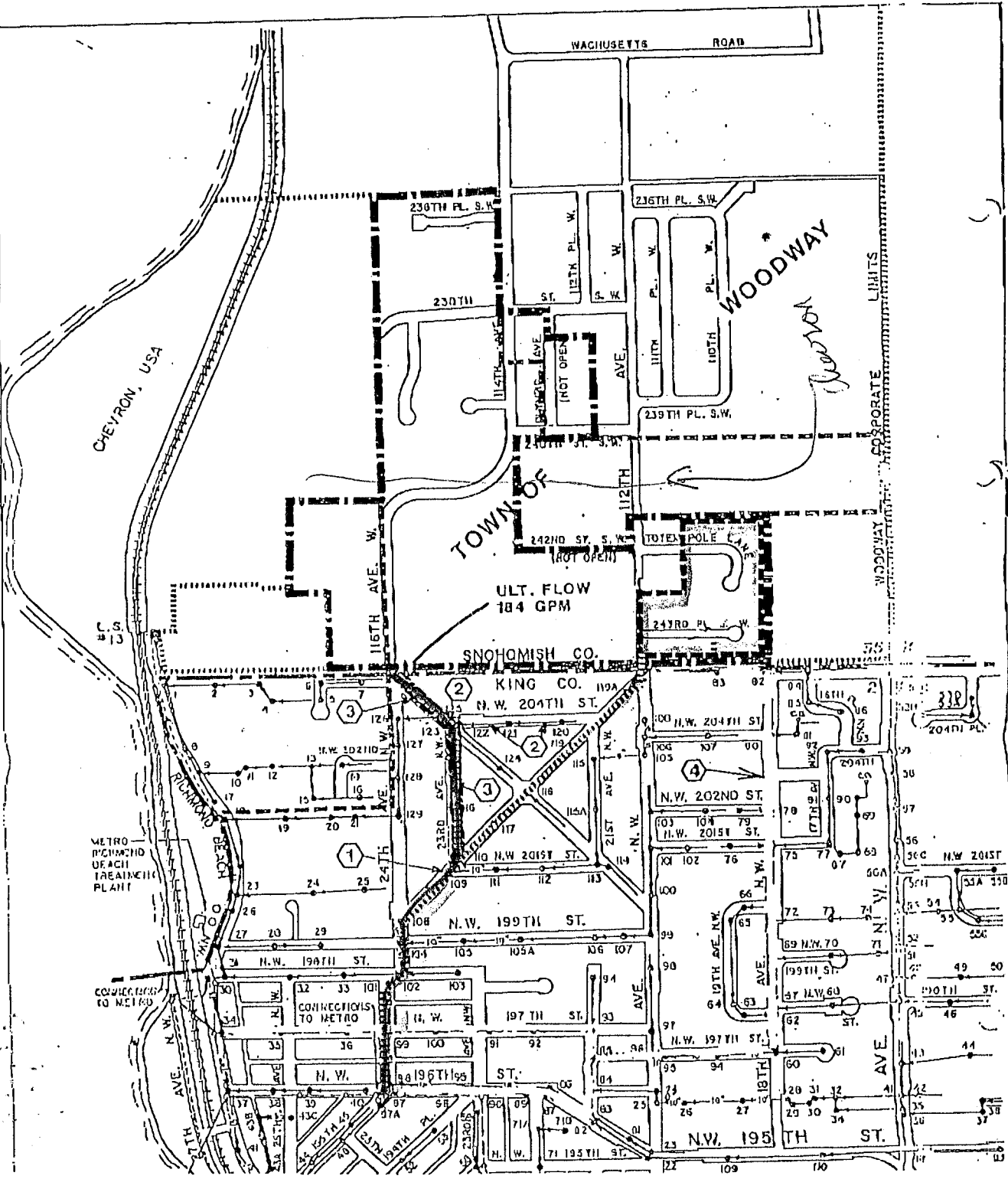
Dated 11-20-91, 1991.



Charles A. Crossen

Notary Public in and for the State of Washington, residing at 14000 1st Ave
My appointment expires 8-22-98.

9112100944



9112100944

RECORDED

'92 FEB 26 A9 03

DEAN V. WILLIAMS, AUDITOR
 SNOHOMISH COUNTY, WASH.
 DEPUTY Lawn S. Rutter

9202260057

VOL. 2536 PAGE 2438



**MOUNTLAKE
TERRACE**

 **COPY**

September 2, 2003

SEP 09 2003

Michael Derrick
Ronald Wastewater District
17505 Linden Avenue North
Shoreline, WA 98133-0490

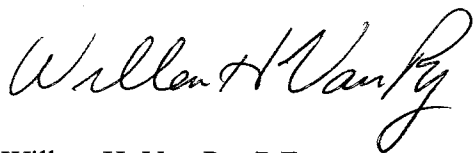
**Subject: Second Amendment to the Agreement for Use of Sewage Disposal
Facilities
Transmittal of Signed Documents**

Dear Michael:

Enclosed is the fully executed Original No. 1 of the Second Amendment to the Agreement dated December 3, 1979 for Use of Sewage Disposal Facilities. This document is provided for your use and your records.

Thanks for your cooperation.

Sincerely,



Willem H. Van Ry, P.E.
City Engineer

Attachments

WHVR/ac

cc: Project File & CD Read File

N:\ENGINEER\Sanitary\Sewer Agreements\Ronald Agmt Mod\Ronald Amendment - transmittal 09-02-03.doc

www.ci.mountlake-terrace.wa.us

City Hall
23204 58th Ave West
Mountlake Terrace WA 98043
425.776.1161
fax 425.778.6421

Police Department
5906 232nd St SW
Mountlake Terrace WA 98043
425.670.8260
fax 425.776.5788

Fire Department
23204 58th Ave West
Mountlake Terrace WA 98043
425.776.1161
fax 425.778.6421

Recreation & Parks
5303 228th St SW
Mountlake Terrace WA 98043
425.776.9173
fax 425.775.2365

SECOND AMENDMENT

RE:

AGREEMENT DECEMBER 3, 1979 FOR USE OF SEWAGE DISPOSAL

FACILITIES

RONALD SEWER DISTRICT - CITY OF MOUNTLAKE TERRACE

This Amendment made and executed this 30th day of July, 2003, between the City of Mountlake Terrace, a municipal corporation of the State of Washington, hereinafter referred to as "City", and the Ronald Wastewater District, formerly Ronald Sewer District, hereinafter referred to as "Ronald".

WITNESSETH

WHEREAS, the parties entered into an Agreement dated December 3, 1979, and a subsequent modification addendum thereto dated March 17, 1980, which is currently in effect, and

WHEREAS, the 1979 Agreement designated the service area boundary within the City that must flow into the Ronald sewer system, and

WHEREAS, the Agreement includes Exhibit A and Exhibit B that described pictorially and in words the service area boundary within City that must flow into the Ronald sewer system along with the service area boundary of Mountlake's Terrace Ridge Pump Station, and that portion of the service area of the Terrace Ridge Pump Station that may also flow to the Ronald system, and

WHEREAS, a recent engineering analysis indicates that boundary of the area within City that must flow into the Ronald system must be modified to more accurately identify areas that must flow to Ronald sewer system because of the lack of City sewers capable of providing gravity service to the City trunk sewer mains.

NOW, THEREFORE, THE PARTIES AGREE TO AMEND THE DECEMBER 3, 1979 AGREEMENT AS FOLLOWS:

SECOND AMENDMENT
AGREEMENT FOR USE OF SEWAGE DISPOSAL FACILITIES
RONALD SEWER DISTRICT - CITY OF MOUNTLAKE TERRACE

Page 2 of 2

1. Original Exhibits A and B shall be stricken and deleted and new Exhibits A, B-1, B-2, and B-3 attached hereto and incorporated by reference as though fully set forth, shall replace the deleted Exhibits A and B to the Agreement.
2. Ronald will accept sewage from those areas currently flowing to Ronald's facilities and those areas identified in the revised and updated Exhibits A, B-1, B-2, and B-3.
3. All conditions of the Agreement and Modification Addendum not inconsistent with this Amendment shall remain in full force and effect.


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

ATTEST:



City Clerk

CITY OF MOUNTLAKE TERRACE

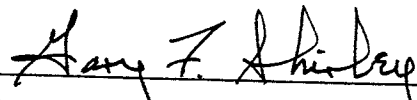


Connie L. Fessler, City Manager

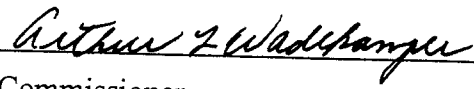
ATTEST:

Secretary

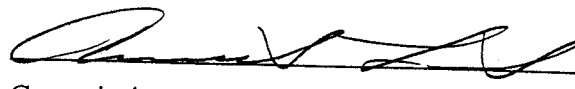
RONALD WASTEWATER DISTRICT



Commissioner



Commissioner



Commissioner

Exhibit B1

**Ultimate Service Boundary Which
Must Flow into Ronald's System**

Legal Description
July 2003

That portion of the south ½ of Section 33, T 27N, R4E, W.M., described as follows:

1. commencing at the southwest corner of the southeast ¼ of said Section 33,
2. thence northerly along the west boundary line of the southeast ¼ of said Section to its intersection with an extension of the north margin line of the right-of-way of 244th Street Southwest and the True Point of Beginning;
3. thence easterly along said margin line to the southeast corner of lot 6, Block 1 of the plat of Pine Hill as recorded in Volume 14, page 18 of the Records of Plats, Snohomish County, Washington;
4. thence northerly along the east boundary of said lot 6, Block 1 to the northeast corner of said lot 6,
5. thence westerly along the north boundary lines of lots 6 through 13, all in Block 1, to the southeast corner of lot 14, Block 2;
6. thence northerly along the east boundary line of said lot 14, its northerly extension, and the east boundary of lot 14, Block 3 to the northeast corner of said lot 14;
7. thence westerly along the north boundary line of said lot 14 to its intersection with the east margin of the west 100 feet of the plat of Hanburys North Race Track Addition as recorded in Volume 7, page 6 of the Records of Plats, Snohomish County, Washington;
8. thence northerly along said margin and its extension to its intersection with the centerline of the right-of-way of 242nd Street Southwest;
9. thence westerly along said centerline to its intersection with the centerline of the right-of-way of 52nd Avenue West;
10. thence northerly along said centerline to its intersection with the easterly extension of the south boundary line of the north half of Lot 6 of the Plat of Lake Forest Crest as recorded in Volume 10, page 107 of the Record of Plats, Snohomish County, Washington;

EXHIBIT B1

to the

SECOND AMENDMENT

RE: AGREEMENT DECEMBER 3, 1979 FOR USE OF SEWAGE DISPOSAL FACILITIES

RONALD SEWER DISTRICT - CITY OF MOUNTLAKE TERRACE

Page 2 of 3

11. thence westerly along said line to the east boundary of the west 180 feet of Lot 6 of the plat of Lake Forest Crest,
12. thence southerly along the said boundary to its intersection with the north boundary line of lot 7 of said plat;
13. thence westerly along said boundary line to the northeast corner of lot 14 of said plat;
14. thence westerly along the north boundary line of said lot 14 to its intersection with the east boundary line of the west 120ft of lot 15;
15. thence northerly along the said boundary line to the intersection with the south boundary of the north 60ft of the west 120 feet of said lot 15;
16. thence westerly along said line and its westerly extension to its intersection with the centerline of the right-of-way of 54th Avenue West;
17. thence northerly along said centerline to its intersection with the easterly extension of the north boundary line of lot 26 of said plat;
18. thence westerly along said line to its intersection with the west boundary of the east halves of lots 26, 27 and 28;
19. thence southerly along said line to its intersection with the north boundary line of the south ½ of said lot 28;
20. thence westerly along said line to its intersection with the west boundary line of said lot 28;
21. thence southerly along said line to the northeast corner of lot 32 of said plat;
22. thence westerly along the north boundary line of said lot 32 to its intersection with the east boundary line of the west 170.52 feet of said lot 32;
23. thence southerly along said line to the north boundary line of lot 31 of said plat;
24. thence westerly along said line to its intersection with the east boundary line of the west 120 feet of said lot 31;

EXHIBIT B1

to the

SECOND AMENDMENT

RE: AGREEMENT DECEMBER 3, 1979 FOR USE OF SEWAGE DISPOSAL FACILITIES

RONALD SEWER DISTRICT – CITY OF MOUNTLAKE TERRACE

Page 3 of 3

25. thence southerly along said line to its intersection with the north margin line of the right-of-way of 244th Street Southwest;
26. thence easterly along said margin line and its extensions to the True Point of Beginning.

All situated in Snohomish County, State of Washington.

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Exhibit B2

**Ultimate Service Boundary of
Terrace Ridge Pump Station**

**Legal Description
July 2003**

That portion of the southeast 1/4 of Section 33, T27N, R4E, W.M.; described as follows:

1. commencing at the southwest corner of the southeast 1/4 of Section 33,
2. thence easterly along the south boundary line of said Section 33 to an intersection with the southerly extension of the west boundary line of lot 5, Block 1 of the Plat of Pine Hill, as recorded in Volume 14, page 18 of the Records of Plats, Snohomish County, Washington;
3. thence northerly to the southwest corner of said lot and the True Point of Beginning;
4. thence continuing northerly along said lot boundary line to the northwest corner of said lot;
5. thence easterly along the north boundary lines of lots 5 through 2 of said block to the northeast corner of lot 2,
6. thence northerly along the west boundary line of lot 1, Block 2, its northerly extension across 243rd Street SW, and the west boundary of lot 1, Block 3, all within the Plat of Pine Hill to the northwest corner of said lot 1, Block 3 and an intersection with the south boundary line of lot 1, Block 1 of Gemmett's Park as recorded in Volume 14, page 36 of the Record of Plats, Snohomish County, Washington;
7. thence westerly along said south boundary line to the southwest corner of said lot 1;
8. thence northerly along west boundary line of lots 1 and 2 and its extension to its intersection with the centerline of the right-of-way of 242nd Street Southwest;
9. thence easterly along said right-of-way centerline to its intersection with the centerline of the right-of-way of 48th Avenue West;
10. thence northerly along said right-of-way centerline to a point within the intersection of 48th Avenue West and 240th Street SW, said point being the intersection of the centerline of 48th Avenue West and the westerly extension of the south boundary line of Tract 28 of Hanbury's North Race Track Additions as recorded in Volume 7, page 6 of the Records of Plats, Snohomish County, Washington;
11. thence easterly along said south boundary line of Tract 28, said line lying within the right of way of 240th Street SW, to its intersection with the east boundary line of the west 102

EXHIBIT B2

to the

SECOND AMENDMENT

RE: AGREEMENT DECEMBER 3, 1979 FOR USE OF SEWAGE DISPOSAL FACILITIES

RONALD SEWER DISTRICT – CITY OF MOUNTLAKE TERRACE

Page 2 of 4

feet of Tract 28,

12. thence northerly along said east boundary line of the west 102 feet of Tract 28 to its intersection with the north boundary line of the south 1/2 of Tract 28;
13. thence easterly along said north boundary line to its intersection with the west boundary line of the east 264 feet of the west 1/2 at Tract 28;
14. thence northerly along said west boundary line to its intersection with the north boundary line of Tract 28;
15. thence easterly along said north boundary line to a point within the right of way of 46th Avenue West, that point being the southwest corner of the Plat of Cedar Creek Division No. 1, as recorded in Volume 37, page 99 and 200 of the Records of Plats, Snohomish County, Washington;
16. thence northerly along the west boundary line of said plat to the northwest corner of said plat;
17. thence easterly along the north boundary line of said plat and its easterly extension to its intersection with the east section line of said section 33,
18. thence southerly along said line to its intersection with the north margin line of the right-of-way of 244th Street Southwest;
19. thence west along said line to the southeast corner of lot 8 of the plat of Giebner-Hendrickson Acre Homes Addition Division No. 2 as recorded in Volume 14, page 18 of the Records of Plats, Snohomish County, Washington;
20. thence northerly along the east boundary line of said lot to its northeast corner;
21. thence westerly along the north boundary lines of lots 8 and 9 to the northwest corner of lot 9;
22. thence southerly along the west boundary line of lot 9 to its intersection with the south boundary line of the north 1/2 of lots 10 and 11;
23. thence westerly along said line and its westerly extension to its intersection with the centerline of the right-of-way of 48th Avenue West;

EXHIBIT B2

to the

SECOND AMENDMENT

RE: AGREEMENT DECEMBER 3, 1979 FOR USE OF SEWAGE DISPOSAL FACILITIES

RONALD SEWER DISTRICT – CITY OF MOUNTLAKE TERRACE

Page 3 of 4

24. thence southerly on said centerline to its intersection with the easterly extension of the north margin line of the right-of-way of 244th Street Southwest;
25. thence westerly along said line to the True Point of Beginning.

EXHIBIT B2
to the
SECOND AMENDMENT
RE: AGREEMENT DECEMBER 3, 1979 FOR USE OF SEWAGE DISPOSAL FACILITIES
RONALD SEWER DISTRICT – CITY OF MOUNTLAKE TERRACE

Page 4 of 4

TOGETHER WITH that portion of the southwest 1/4 of the southwest 1/4 of Section 34, T 27 N, R4E, W.M., described as follows:

1. commencing at the southwest corner of said Section 34;
2. thence N 0°18' 48" E along the Section line thereof 30.00 feet to the True Point of Beginning;
3. thence continuing along said Section line, 950.24 feet;
4. thence N 49° 33' 47" E, 154.59 feet;
5. thence S 0° 18' 48" W, parallel to the west line of Section 34 252.60 feet,
6. thence S 88° 58' 33" E, parallel to the southerly line of said Section 34, 27.88 feet;
7. thence S 0° 18' 48" W, parallel to the west line of said Section 34, 268 feet;
8. thence S 31° 29' 13" E, 37.95 feet;
9. thence S 0° 18' 48" W, parallel to the westerly line of said Section 34, 500 feet;
10. thence N 88° 58' 33" W, along a line 30 feet northerly of and parallel to the southerly line of said Section 34, 165.00 feet to the True Point of Beginning.

All situated in Snohomish County, State of Washington.

Exhibit B3

**That Portion of the Ultimate Service
Boundary of Terrace Ridge Pump Station Which
Can also Flow into Ronald's System.**

**(This area is included in the description of
the "Ultimate Service Boundary of Terrace
Ridge Pump Station")**

**Legal Description
July, 2003**

That portion of the southeast 1/4 of Section 33, T27N, R4E, W.M.; described as follows:

1. commencing at the southwest corner of the southeast 1/4 of Section 33,
2. thence easterly along the south boundary line of said Section 33 to an intersection with the southerly extension of the west boundary line of lot 5, Block 1 of the Plat of Pine Hill, as recorded in Volume 14, page 18 of the Records of Plats, Snohomish County, Washington;
3. thence northerly to the southwest corner of said lot and the True Point of Beginning;
4. thence continuing northerly along said lot boundary line to the northwest corner of said lot;
5. thence easterly along the north boundary lines of lots 5 through 2 of said block to the northeast corner of lot 2,
6. thence northerly along the west boundary lines of lot 1, Block 2, and lot 1, Block 3 of the Plat of Pine Hill to the northwest corner of said lot 1, Block 3 and an intersection with the south boundary line of lot 1, Block 1 of Gemmett's Park as recorded in Volume 14, page 36 of the Record of Plats, Snohomish County, Washington;
7. thence westerly along said south boundary line to the southwest corner of said lot 1;
8. thence northerly along west boundary line of lots 1 and 2 and its extension to its intersection with the centerline of the right-of-way of 242nd Street Southwest;
9. thence easterly along said right-of-way centerline to its intersection with the centerline of the right-of-way of 48th Avenue West;
10. thence southerly along said right-of-way center-line to its intersection with the westerly extension of the north line of lot 11 of Giebner-Hendrickson Acre Homes Addition No. 2 as recorded in Volume 14, Page 18 of the Records of Plats, Snohomish County, Washington;

EXHIBIT B3

to the

SECOND AMENDMENT

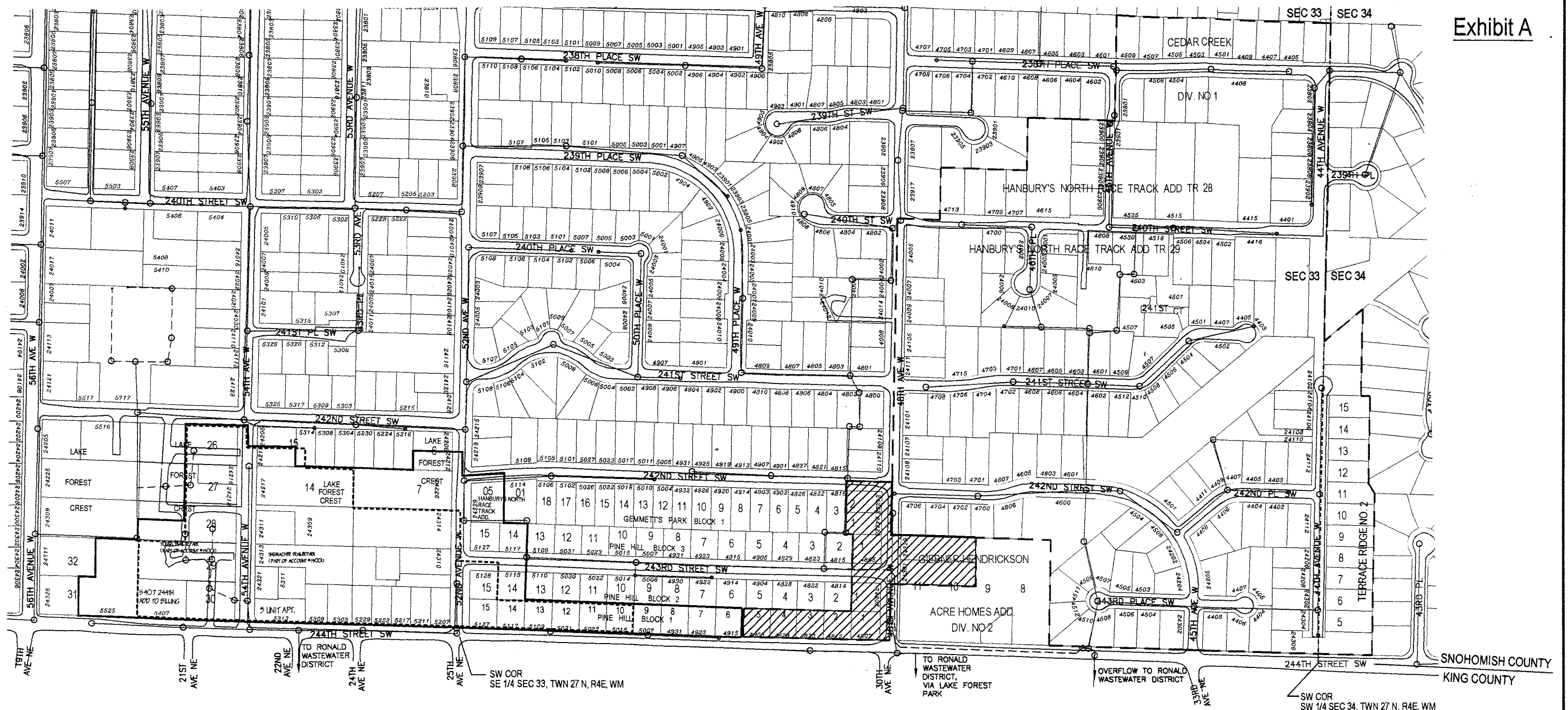
RE: AGREEMENT DECEMBER 3, 1979 FOR USE OF SEWAGE DISPOSAL FACILITIES

RONALD SEWER DISTRICT – CITY OF MOUNTLAKE TERRACE

Page 2 of 2

11. thence easterly along the north line of said plat to the northeast corner of lot 10 of said plat
12. thence southerly along the east boundary line of lot 10 to its intersection with the south boundary line of the north 1/2 of lots 10 and 11;
13. thence westerly along said line and its westerly extension to its intersection with the centerline of the right-of-way of 48th Avenue West;
14. thence southerly on said centerline to its intersection with the easterly extension of the north margin line of the right-of-way of 244th Street Southwest;
15. thence westerly along said line to the True Point of Beginning.

All situated in Snohomish County, State of Washington.



SEWER FLOW FROM CITY OF MOUNTLAKE TERRACE TO RONALD WASTEWATER DISTRICT (2003)

Exhibit B
 ULTIMATE SERVICE BOUNDARY WHICH MUST FLOW INTO RONALD'S SYSTEM (1979 BOUNDARY)

Exhibit B1
 ULTIMATE SERVICE BOUNDARY WHICH MUST FLOW INTO RONALD'S SYSTEM (2003 BOUNDARY)

Exhibit B3
 THAT PORTION OF THE ULTIMATE SERVICE BOUNDARY OF TERRACE RIDGE PUMP STATION WHICH CAN ALSO FLOW INTO RONALD'S SYSTEM (2003 BOUNDARY)

Exhibit B2
 ULTIMATE SERVICE BOUNDARY OF TERRACE RIDGE PUMP STATION (2003 BOUNDARY)

MOUNTLAKE TERRACE

APPROXIMATE SCALE

300 FT. 0 300 FT.

THIS MAP PRODUCED USING THE CITY OF MOUNTLAKE TERRACE
GEOGRAPHIC INFORMATION SYSTEM (GIS).

OPERATIONS AND MAINTENANCE AGREEMENT

This Agreement (the "Agreement") is made by and between the Ronald Wastewater District, a Washington special purpose municipal corporation ("District") and the City of Lake Forest Park, a Washington municipal corporation ("City") (collectively referred to herein as the "Parties" and individually as a "Party"). The effective date of this Agreement shall be the date it has been signed by both Parties ("Effective Date").

RECITALS

- A. The Parties share a common border. Each owns and operates wastewater facilities and installations that serve the other's customers and that extend into or pass through the other's jurisdiction.
- B. The Parties are each municipal corporations authorized to contract with each other with respect to operation and maintenance of their facilities.
- C. The Parties desire to identify their facilities that serve the other's customers or that extend into or pass through the other's jurisdiction and to establish principles and policies with respect to maintenance and operation of those facilities.

Now, therefore, in consideration of the mutual promises contained herein, the Parties agree:

1. The wastewater facilities ("Wastewater Facilities") that are the subject of this Agreement are identified on Exhibit A, which is attached hereto and incorporated herein. At this time there are 81 City homes serving into Wastewater Facilities owned and operated by the District and 79 District homes serving into Wastewater Facilities owned and operated by the City. There are approximately 21 manhole to manhole lines along the border between the two agencies that are impacted by this Agreement. The owner of the property on which a "home" is located shall be considered the "customer" for the purposes of this Agreement.
2. A wastewater customer located in the City is, and shall remain, a City customer even though the customer connects to or is served by a District Wastewater Facility. A wastewater customer located in the District is, and shall remain, a District customer even though the customer connects to or is served by a City Wastewater Facility. Sewer service shall be provided by the municipality in which the property being served is located and that municipality shall be known as the "Administering" Party.
3. The Administering Party shall issue certificates of sewer availability, side sewer permits, other regulatory permits, and shall collect and retain all charges, including its sewer service charges, treatment charges, and general facility charges. The owner of the Wastewater Facility

(the Inspecting Party) shall be responsible for inspecting all connections to its Wastewater Facilities and the Administering Party shall be responsible for giving notice to the Inspecting Party prior to actual connection to the sewer system. The District appoints the City its agent for administering connections to District Wastewater Facilities. The City appoints the District its agent for administering connections to City Wastewater Facilities.

Attached hereto are;

- a) a Certificate of Sewer Availability form (Exhibit B), and
- b) a Side Sewer Permit form (Exhibit C) to be used to administer connections to the Wastewater Facilities. Right of Way Permits remain the responsibility of the city with jurisdiction.

4. Each Party shall be responsible for operating and maintaining, at its own expense, its Wastewater Facilities (the Responsible Party). Neither party shall charge the other a wheeling charge or service charge. Responsibility for operating and maintaining a Wastewater Facility shall be as indicated on Exhibit A. In general ownership, operation and maintenance of manholes belongs to the agency owning the downstream line and ownership, operation and maintenance of a Wastewater Facility ends at the exterior point of connection of an incoming line to a manhole. If the Party responsible for maintaining a Wastewater Facility fails to do so after being given 7 days written notice regarding the required work, the other Party may perform necessary maintenance or make necessary repairs. In the event of an emergency situation related to sewer service, either Party may perform necessary maintenance or make necessary repairs. The Party performing the work shall bill the Responsible Party according to hourly rates for labor and equipment adopted by the Party doing the maintenance or repairs. Each Party shall annually establish a schedule of such hourly rates and charges and provide the other Party with such schedule on or before January 31 of each year.

5. The Parties shall provide each other mutual aid as follows:

- a. Either Party may, in writing or orally, request the other Party to provide mutual aid in the form of equipment or labor. Oral requests shall be confirmed in writing as soon as practicable.
- b. The responding Party shall determine whether its resources are available to respond to a request and, as soon as possible, advise the requesting Party whether the resources are available and when they can be provided. The responding Party's decision shall be final and no liability shall attach to the Party or any person by virtue of that decision.
- c. Control of resources shall, whenever possible, remain with the Responding Party, however, the Requesting Party shall coordinate use of the resources. Resources may be withdrawn if needed by the Responding Party; provided, that notice of withdrawal shall be given to the Requesting Party as soon as possible.

- d. All personnel provided by the Responding Party shall remain employees of the Responding Party and subject to that Party's control.
- e. The Requesting Party shall reimburse the Responding Party for assistance rendered according to the Responding Party's adopted hourly rates for labor and equipment.
- f. The Requesting Party shall indemnify and defend the Responding Party, its Elected Officials, officers, contractors and employees, from any and all claims, suits, or actions by or on behalf of third parties, including the cost of defense, arising from or related to responding to requests for assistance under this Agreement. The Requesting Party shall release the Responding Party, its Elected Officials, officers, contractors and employees, from any and all claims it may have arising from or related to responses to requests for assistance under this Agreement. Each Party shall obtain and maintain insurance covering activities under this agreement. Coverage under such insurance shall be sufficiently broad to respond to claims under this paragraph and limits shall be no less than the limits applicable to a Party's activities within its jurisdiction.

6. The term of this Agreement shall be for five years, which term shall be automatically renewed for additional five year terms, unless either Party gives notice of an intent not to renew no less than one year before the expiration of a term. The Parties shall meet five years from the effective date of this Agreement and every five years thereafter to review the terms and conditions of this Agreement and changes, if any, of service requirements, system capacity, or land uses for the purpose of making such adjustments as may be required.

7. Any notice desired or required to be given under this Agreement shall be in writing and be deemed given when personally delivered, sent by facsimile machine, or deposited in the United States Mail (or with an express courier), postage prepaid, sent certified or registered mail, and addressed to the Parties as set forth below or to such other address as either Party shall have previously designated by such a notice:

City of Lake Forest Park
17425 Ballinger Way N.E.
Lake Forest Park, WA 98155
(206) 368-5400
Fax: (206) 364-6521
Attention: City Administrator

Ronald Wastewater District
P.O. Box 33490
Shoreline, WA 98133
(206) 546-2494
Fax: (206) 546-8110
Attention: General Manager

8. If either Party commences litigation against the other Party relating to the performance, enforcement or breach of this Agreement, the prevailing Party in such action shall be entitled to all costs, including reasonable attorneys' fees and costs and any such fees or costs incurred on appeal.

9. This Agreement and its exhibit attachments contain the entire understanding between the Parties relating to the subject matter of this Agreement. This Agreement merges all prior discussions, negotiations, letters of understanding or other promises, whether oral or in writing. Subsequent modification or amendment of this Agreement shall be in writing and signed by the parties to this Agreement.


10. Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement.

11. Neither Party shall assign, transfer or otherwise dispose of this Agreement, in whole or in part, to any individual, municipality, firm or corporation without the prior written consent of the other Party. Subject to the provisions of the preceding sentence, this Agreement shall be binding upon and enure to the benefit of the respective successors and assigns of the Parties hereto. This Agreement is made only for the benefit of the City and the District and their respective successors in interest. No third party or person shall have any rights hereunder, whether by agency or as a third party beneficiary, or otherwise.

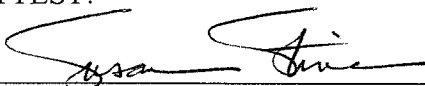
12. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Any lawsuit to enforce, or relating to, this Agreement shall be brought in King County Superior Court, King County, Washington. If any term or provision of this Agreement is determined to be invalid, the remainder of this Agreement shall remain in effect.

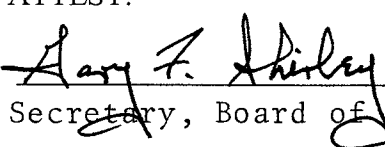
THE CITY OF LAKE FOREST PARK
("CITY")

RONALD WASTEWATER DISTRICT
("DISTRICT")

By 
David R. Hutchinson, Mayor

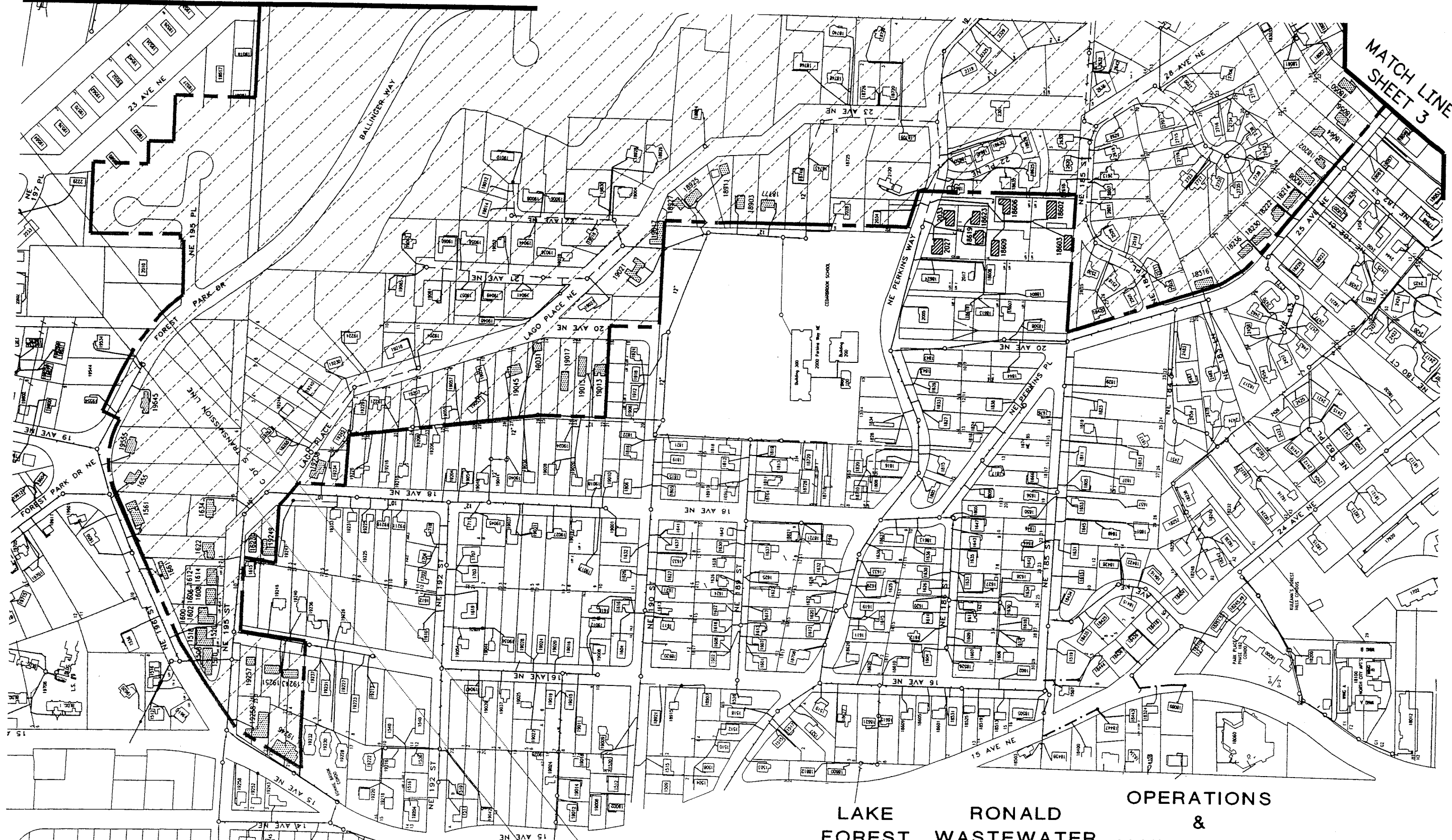
By 
President, Board of Commissioners

ATTEST:

Susan Stine, City Clerk

ATTEST:

Secretary, Board of Commissioners

MATCH LINE SHEET 1

MATCH LINE SHEET 3



SCALE IN FEET

SHEET SUMMARY
1/8/04

42 UNITS LFP TO RWD
8 UNITS RWD TO LFP

LAKE
FOREST
PARK

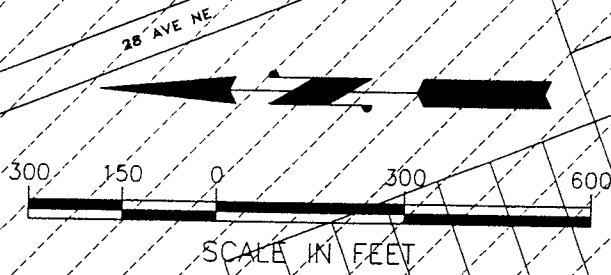
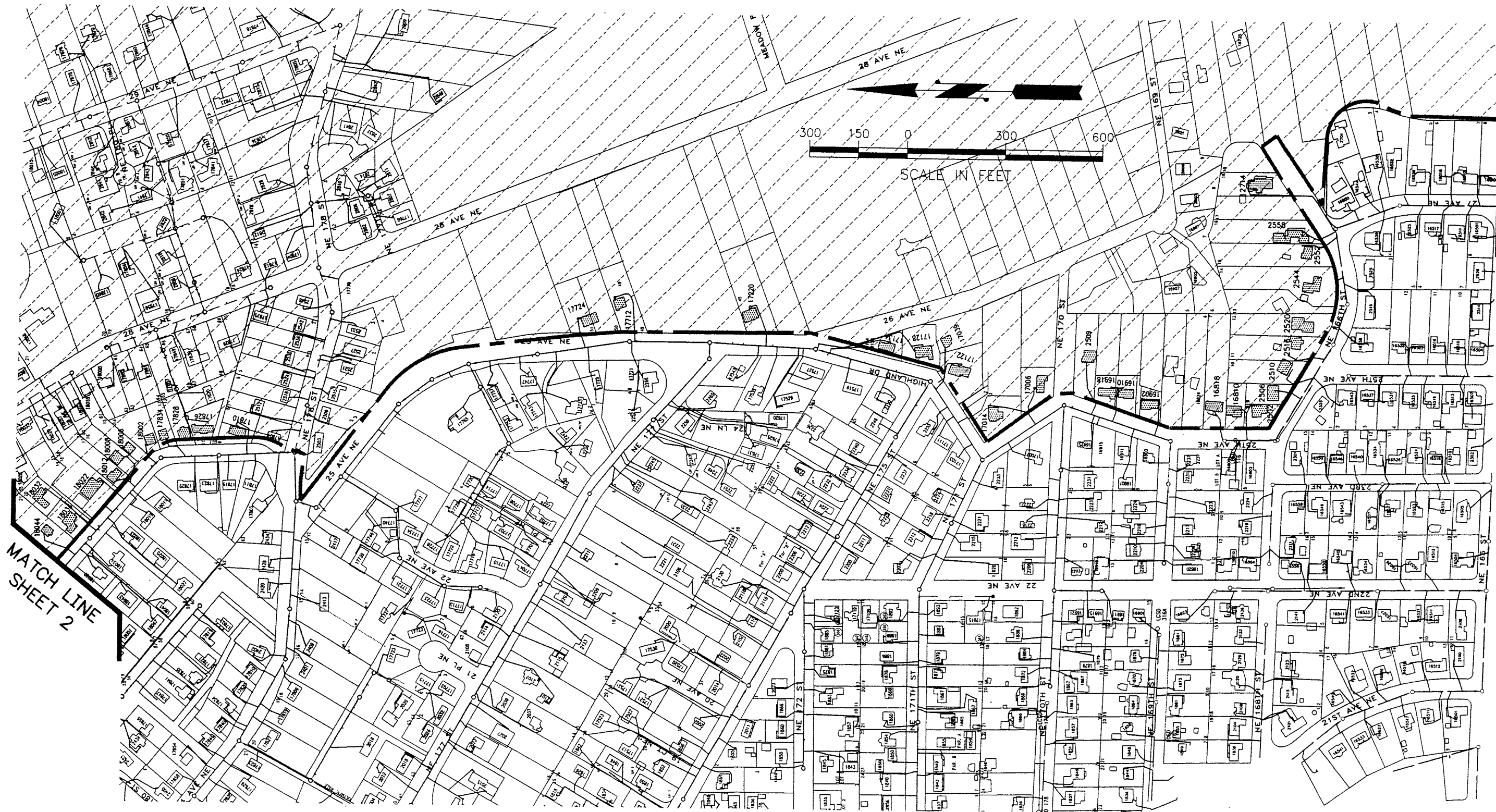
RONALD
WASTEWATER
DISTRICT

OPERATIONS
&
MAINTENANCE
AGREEMENT

EXHIBIT A

SHEET 2 OF 4





MATCH LINE
SHEET 2

MATCH LINE SHEET 4

SHEET SUMMARY
1/8/04
36 UNITS LFP TO RWD

LAKE
FOREST
PARK

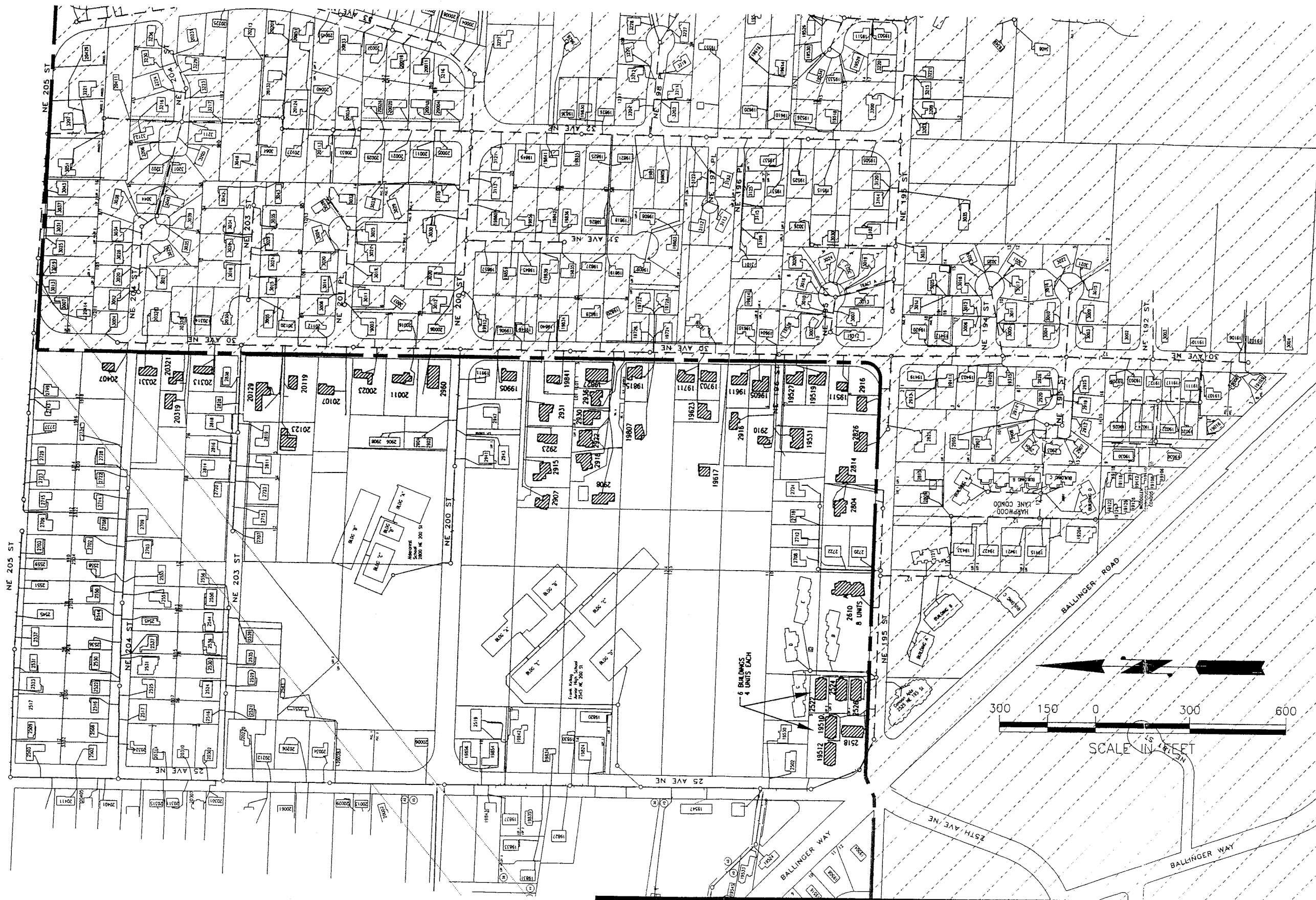
RONALD
WASTEWATER
DISTRICT

OPERATIONS
&
MAINTENANCE
AGREEMENT

EXHIBIT A

SHEET 3 OF 4

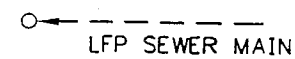




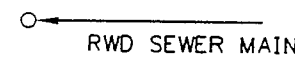
LEGEND



LAKE FOREST PARK



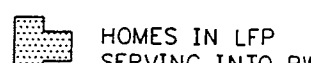
LFP SEWER MAIN



RWD SEWER MAIN



HOMES IN RWD SERVING INTO LFP



HOMES IN LFP SERVING INTO RWD

SUMMARY

ALL SHEETS

1/8/04

82 UNITS RWD TO LFP

80 UNITS LFP TO RWD

LAKE FOREST PARK

RONALD WASTEWATER DISTRICT

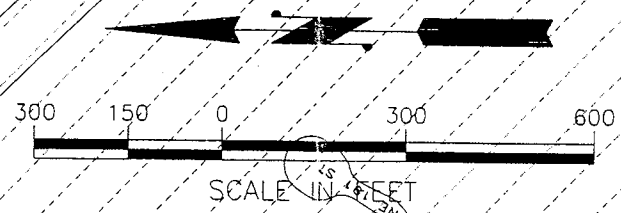
OPERATIONS & MAINTENANCE AGREEMENT

EXHIBIT A

SHEET SUMMARY

1/8/04

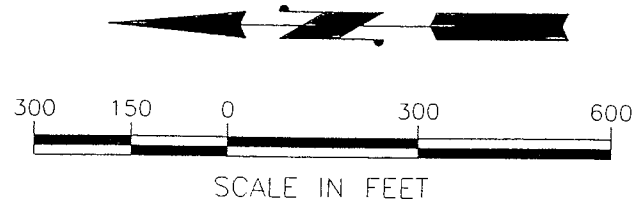
74 UNITS RWD TO LFP



MATCH LINE SHEET 2



MATCH LINE SHEET 3



SHEET SUMMARY
1/8/04
2 UNITS LFP TO RWD

LAKE
FOREST
PARK

RONALD
WASTEWATER
DISTRICT

OPERATIONS
&
MAINTENANCE
AGREEMENT

EXHIBIT A

SHEET 4 OF 4



**Ronald Wastewater District and City of Shoreline
Assumption Transition Committee of Elected Officials (CEO)
June 5, 2014, 9:00 - 10:30 am
Conference Room 104, Shoreline City Hall
17500 Midvale Avenue North**

Summary Meeting Notes

PRESENT: Commissioner Atkinson, Councilmember McConnell, Commissioner Ransom, and Councilmember Roberts

ABSENT: None

STAFF: Debbie Tarry, City Manager; John Norris, Assistant City Manager; Mark Relph, Public Works Director, Dan Repp, Utilities and Operations Manager, Michael Derrick, General Manager, Mark Gregg, District Accounting Manager

GUESTS: Julie Ainsworth-Taylor, Assistant City Attorney, City of Shoreline

Welcome, Introductions and Confirm Agenda

- The meeting began with introductions and a confirmation of the agenda. As no meeting chair was prescribed, Councilmember Roberts assumed the subcommittee chair duties for the initial meeting of the group.

Filing of the Notice of Intent with the Boundary Review Board

- The CEO first heard from Shoreline Assistant City Attorney Julie Taylor regarding the current status of the City's Boundary Review Board filing with King and Snohomish Counties. Questions were asked of the City Attorney about the filing process and the status of the filings. One question was asked specifically about who could invoke jurisdiction in the process, and if this could be an individual rate payer. Ms. Taylor noted that individual rate payers could not invoke jurisdiction, and that it would need to be a governmental entity or some other type of entity with standing, or it could be a petitioning group of rate payers.

Review of Draft Project Charter

- The CEO reviewed the draft project charter that was provided in their meeting materials. The CEO was generally comfortable with the charter with some proposed amendments. These primarily included adding items to section 1.3.2 of the charter for issues for the CEO to review.
- The CEO agreed to rotate the chair duties of the subcommittee meeting in the order of last name. As Councilmember Roberts chaired this first meeting, Commissioner Atkinson agreed to chair the next meeting.

- The CEO also agreed to use less formal language when communicating with one another, and did not think it was necessary to refer to one another by their formal elected titles.
- It was agreed that the CEO meetings would be held on the 4th Thursday of the month at Shoreline City Hall, Conference Room 104 from 9:00 to 10:30 am. The CEO agreed that these meetings would be open to the public.
- It was also agreed that these meetings would be publicized on the City's and District's organizational calendars on their respective websites, that the City would create a webpage in its utility section dedicated to the CEO and assumption transition, that the meetings would be noted by the City Manager during her City Manager report, that they would be formally noticed by the City Clerk's Office, and that the District would note the meetings on their billing statements.

Next Steps

- The CEO provided direction to staff to start with the issue of bond debt and other financial policy issues (Charter Section 1.3.2.h). This issue will be discussed at the next meeting along with a proposed prioritization of the issues in Section 1.3.2.
- The CEO would then like to begin focusing on Personnel Issues (Section 1.3.2.b), as it was acknowledged that this will be a significant and complex issue.
- Staff also mentioned that a timeline that incorporated the agreed upon issue priorities could be created. This would then serve as the proposed work plan for the project.
- There was also a discussion regarding how individual jurisdictional issues may affect the Transition Plan and how those types of issues should be addressed. Rate setting was brought up as an example. It seemed that there was consensus around the idea that until assumption occurs, the Board is ultimately in control of decisions they make, as is the City, as long as those decisions conform to any terms agreed to in the 2002 Interlocal Operating Agreement. However, the CEO also acknowledged that the CEO Committee Meetings would provide a good forum to discuss any issues which may have a larger impact on assumption, and that the members of the CEO should use this forum to have those discussions. It was then suggested that it may be a good idea to create a standing agenda item regarding germane issues occurring in each jurisdiction that the other members should be aware of.

The meeting adjourned at 10:30 am.

**Ronald Wastewater District and City of Shoreline
Assumption Transition Committee of Elected Officials (CEO)
June 26, 2014, 9:00 - 10:30 am
Conference Room 104, Shoreline City Hall
17500 Midvale Avenue North**

Summary Meeting Notes

PRESENT: Commissioner Atkinson, Councilmember McConnell, Commissioner Ransom, and Councilmember Roberts

ABSENT: None

STAFF: Debbie Tarry, City Manager; John Norris, Assistant City Manager; Mark Relph, Public Works Director, Dan Repp, Utilities and Operations Manager, Michael Derrick, General Manager, Mark Gregg, District Accounting Manager

GUESTS: None

Welcome and Confirm Agenda

- The meeting began at 9:05 am with Commissioner Atkinson chairing the meeting. She asked the CEO to confirm the agenda and no changes were made.

Adoption of Draft Summary Notes of 6-5-14 CEO Meeting

- The summary notes from the 6-5-14 CEO meeting were approved unanimously.

Recap of Staff Meeting

- John Norris provided a recap of the staff meeting held on June 16th. Staff spent this meeting working on the work item priorities in the draft project charter and on an initial discussion of financial policies.
- It was noted that staff will be working on a project timeline/work break down of the project that aligns with the prioritized issues to consider noted in the project charter.
- Mr. Norris also mentioned that he hoped that the Transition Plan, which is the work product that the CEO will approve, will serve as a road map for how transition occurs. The Plan will also serve as a commitment document for both the City and RWD in regards to how issues will be addressed during the upcoming work phases.
- The work phases of the assumption were described as the City and RWD currently being in the Assumption Planning phase. Once planning is completed and the Transition Plan is accepted, the City and RWD will begin the Assumption Transition phase, which will last from Transition Plan adoption until actual assumption and District dissolution.

Finalize Draft Project Charter

- The CEO looked over the final draft version of the Project Charter and approved it.
- Special attention was provided to the proposed prioritized list of work issues in Section 1.3.2 of the Charter. John Norris read through the priority list to provide staff's reasoning for why the priorities were constructed in this way. The CEO agreed with this priority list and had no modifications. Councilmember Roberts asked if the priorities were 'set in stone', and the CEO and staff agreed that the Charter would be a working document and that the CEO could revisit the priority list if need be.

Review of Draft Financial Policies Issue Paper

- The CEO began their review of the Draft Financial Policies issue paper, which posed many policy questions for the CEO.
- The CEO agreed that this section of the Transition Plan should focus on District cash and debt, and wanted staff to bring back recommended policy language for the CEO to review. RWD currently has no debt.
- The CEO also agreed that it made sense for the District to conduct an updated Sewer Comprehensive Plan prior to assumption occurring in 2017. The last Comprehensive Plan was conducted in 2010, and six years is a pretty typical timeframe to update a Comp Plan. There was some discussion as to whether the Comprehensive Plan update should be more cursory or in-depth. Staff suggested that the Comp Plan be more in-depth, and that the City could support the District in doing the update during the Assumption Transition phase. This was identified as a potential "Interim Opportunity" to work on together prior to assumption.
- Councilmember Roberts asked RWD staff how complete the CIP list is from the 2010 Comprehensive Plan, and staff responded that it is somewhat complete. Councilmember Roberts also asked if staff could provide a map of all District facilities, and staff agreed that they would put this into the packet for the next CEO meeting. It was also suggested that the CEO and City staff may want to tour a lift station to get a sense of what they looked like. There was interest in holding a tour.
- There was also a discussion about how RWD members of the CEO and RWD staff should engage the entire CEO regarding District issues that may affect assumption or the City. It was noted by staff that the expectation is that these future discussions, if held, should be collaborative. It was also acknowledged by the CEO that until assumption occurs, RWD is a sovereign governmental entity that is beholden to its own Board and ratepayers. However, there was also an acknowledgement that what commitments RWD and the City make to the CEO and to each other will also be expected to be upheld.

Jurisdictional Items/Issues to Share

- Although this item was the last on the agenda, Commissioner Ransom brought up a few RWD issues that he wanted the CEO to discuss. This discussion occurred early in the meeting, after the discussion about the work item priorities in the Charter.
- Commissioner Ransom brought up the issue of contracted sewer treatment services from King County, and how the future contract might intersect with the assumption transition planning. It was agreed that this would be an item that the CEO would discuss in the near future.
- Commissioner Ransom also brought up the issue of placing solar panels on the RWD roof and at City Hall. There is a \$500,000 grant available for purchase and installation of the panels, and Commissioner Ransom stated that RWD needed to act quickly to be able to capitalize on this grant funding. Staff was concerned about the timing of this

discussion, given that the CEO will not be discussing facilities for quite a while and given that it is unknown what the plan is for the RWD building. Commissioner Ransom asked the CEO if Larry Owens could present information about the program and grant opportunity to the CEO at their next meeting. The CEO agreed that this was premature. It was then discussed that there could be a possibility to have Mr. Owens present at a future RWD Board meeting, but that would have to be a discussion between the RWD Board and District Manager.

- Finally, Commissioner Ransom also discussed an issue regarding side sewer projects that the District engages in.

The meeting adjourned at 10:40 am.

The next CEO meeting will be July 31 at 9:00 am.

Ronald Wastewater District and City of Shoreline Transition Team for Assumption

Project Charter

June 26, 2014

Project Charter Approval Table





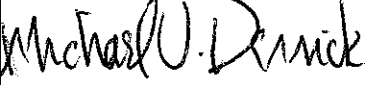
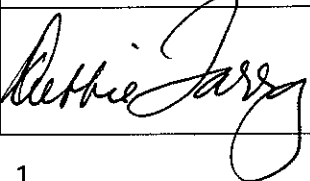
Name	Title	Signature	Date
Robert Ransom	Ronald Wastewater District Commissioner		June 26, 2014 July 31, 2014
Gretchen Atkinson	Ronald Wastewater District Commissioner		7-31-14
Doris McConnell	Shoreline City Council member		July 2, 2014
Chris Roberts	Shoreline City Council member		July 2, 2014
Michael Derrick	General Manager, RWD		31 July 2014
Debbie Tarry	City Manager, City of Shoreline		7/9/14

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2.3. Appointments and Assignments 5

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Attachments: 5

1. Project Overview

1.1. Project Statement

The Ronald Wastewater Commissioners and City of Shoreline City Council have jointly agreed to create two subcommittees, a Committee of Elected Officials ("CEO") and a Staff Committee, to plan for the eventual assumption of the District by the City per the 2002 Inter-local Operating Agreement (IOA).

1.2. Project Objective Statement

The CEO shall develop, evaluate and recommend to their respective elected bodies a "Transition Plan" (Plan) for the assumption of the District by the City. This Plan shall identify and address all policy issues necessary for the assumption of the District. The CEO shall be in place until the Plan is finalized, or until some other action is taken by either elected body.

1.3. Project Scope

1. The Plan shall include a list of the issues and recommended actions to be considered necessary for the assumption of the District. Each issue shall include, but not be limited to:
 - a. Brief description of the issue
 - b. Statement as to why it is being considered
 - c. Specific policy issues needing to be addressed
 - d. Alternatives or options being considered
 - e. Recommendations for policies and/or actions
 - f. Work plan and schedule for addressing each action

2. A preliminary list of issues to consider include (in priority order):
 - a. Financial Policies - debt issuance and all of the transition terms identified in Section 5.6 of the IOA (call of bonded debt, liability and indebtedness assumption, use of cash reserves, maintenance of reserve funds, etc.)
 - b. Communication - with the public and internal to each entity
 - c. Personnel - wages, benefits, job descriptions, policies
 - d. Budget - format, timing, forecasting, rates
 - e. Capital Improvement Program (CIP) - coordination, forecasting
 - f. Facilities
 - g. Financial Systems - accounting, utility billing, IT services
 - h. Asset Management - inventory, GIS
 - i. Purchasing
 - j. Equipment - fleet, tools, clothing
 - k. Utility Advisory Board – as contemplated in Section 4.7 of the IOA
 - l. Policy and Code Changes for Council and/or Board
 - m. Interim Opportunities - shared resources (staffing, equipment, facilities, etc.)

2. Project Plan

2.1. Project Structure and Approach

1. The CEO:
 - a. Shall be comprised of two District Commissioners and two City Council members appointed from their respective elected bodies.
 - b. At the completion of the Plan, the CEO shall submit a final Plan to each elected body for review and adoption.
 - c. The CEO shall rotate one member at each meeting to act as the Chair of the Committee with the responsibility to facilitate the discussion.
 - d. The CEO shall confirm and set the agenda of each meeting.
2. Staff Committee:
 - a. There shall be a staff committee ("Staff Committee") responsible for supporting the CEO, and will discuss, review, and prepare the materials for each CEO meeting. This Staff Committee will include:
 - i. City Manager
 - ii. District General Manager
 - iii. Assistant City Manager
 - iv. Public Works Director
 - v. District Accounting Manager
 - vi. Public Works Operations & Utilities Manager
 - b. The Staff Committee may invite other staff from either entity to participate as necessary.
 - c. The Staff Committee will provide policy recommendations to the CEO for their consideration and direction.
3. Project Manager:
 - a. There shall be a single Project Manager (PM), who will coordinate the activities and distribute information of the CEO and the Staff Committees.
 - b. The PM shall be responsible for developing summary notes from each CEO and Staff Committee meeting.
 - i. Draft notes from each CEO meeting shall be included in the next agenda material for the following CEO meeting.
 - ii. Draft notes from each Staff Committee meeting shall be included in the next agenda material for the following Staff Committee meeting.
 - iii. The CEO shall review, modify and approve summary notes at each CEO meeting.
 - iv. The Staff Committee shall review, modify, and approve summary notes at each Staff Committee meeting.
 - c. The PM shall be responsible for preparing and maintaining a project schedule.

4. Communications Plan:
 - a. The Staff Committee shall propose a Communication Plan (CP) for the CEO to review and approve.
 - i. The CP shall include a specific work plan to communicate the CEO's purpose, scope, progress and recommendations to the public.
 - ii. The CP shall address external interests as well as internal interests of both entities.
 - iii. The PM shall coordinate and distribute information to be shared for each respective web page and other external communications.
5. Meeting schedule:
 - a. The CEO shall meet on the 4th Thursday of each month from 9:00 am to 10:30 am in Conference Room 104 of Shoreline City Hall, or unless modified by consensus of the CEO. The Committee meetings will be noticed as open public meetings.
 - b. The Staff Committee shall meet once a month, at least one week prior to the CEO meeting, or unless modified by either the City Manager or General Manager.

2.2. Committee Reporting

The CEO members shall periodically report to their respective elected bodies as each entity deems appropriate.

2.3. Appointments and Assignments

1. Ronald Wastewater District Elected Representatives: Robert Ransom and Gretchen Atkinson
2. Shoreline City Council Representatives: Doris McConnell and Chris Roberts
3. Project Manager: City of Shoreline Assistant City Manager

3. Revision History

Document all changes and updates to the Charter throughout the project process

<i>Date</i>	<i>Version</i>	<i>Name</i>	<i>Description Change</i>

4. Attachments

- 2002 Inter-local Operation Agreement between the City of Shoreline and the Ronald Wastewater District

ORIGINAL

RESOLUTION NO. 197

A RESOLUTION OF THE CITY OF SHORELINE, WASHINGTON AUTHORIZING AN INTERLOCAL OPERATING AGREEMENT RELATING TO PROVISION OF SANITARY SEWER SERVICES

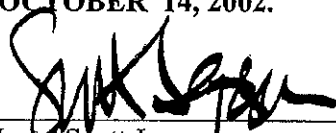
WHEREAS, City and Ronald Wastewater District are authorized under chapter 39.34 RCW, the Interlocal Cooperation Act, and RCW 35.13A.070 to contract for the coordinated exercise of powers and sharing of resources for the efficient delivery of services to their residents; and

WHEREAS, the City and District have negotiated a Franchise and concomitant Interlocal Operating Agreement to coordinate the provision of sanitary sewer services in the City of Shoreline; now therefore

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHORELINE,
WASHINGTON THAT**

1. The City Manager is authorized to execute the INTERLOCAL OPERATING AGREEMENT BETWEEN THE CITY OF SHORELINE AND RONALD WASTEWATER DISTRICT RELATING TO SANITARY SEWER SERVICES WITHIN SHORELINE'S CITY LIMITS attached hereto as Exhibit 1.

ADOPTED BY THE CITY COUNCIL ON OCTOBER 14, 2002.



Mayor Scott Jepsen

ATTEST:



Sharon Mattioli, CMC
City Clerk

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F-022007

CITY OF SHORELINE	
Clerk's Receiving	
No:	1956
Date:	10/22/02

Exhibit 1

INTERLOCAL OPERATING AGREEMENT BETWEEN THE CITY OF SHORELINE AND RONALD WASTEWATER DISTRICT RELATING TO SANITARY SEWER SERVICES WITHIN SHORELINE'S CITY LIMITS

THIS AGREEMENT is made and entered into this 22nd day of October, 2002, by and between the city of Shoreline, a Washington Non-Charter Optional Municipal Code City (the "City") and Ronald Wastewater District, a Special Purpose Municipal Corporation (the "District").

WHEREAS, the City is the local government with authority and jurisdiction with respect to the territory within its corporate boundaries; and

WHEREAS, the District provides sanitary sewer service to properties located in the District and properties lying in the City's corporate boundaries and also to properties not located in the District or the City; and

WHEREAS, the City does not own or operate a sanitary sewer system; and

WHEREAS, the District and the City agree that the District has provided its service area, including the area now located within the City of Shoreline, with sanitary sewer service for over 42 years and that the District has the skills, assets, willingness and ability to provide the entire City with sanitary sewer service; and

WHEREAS, the City desires to assure its residents of continued unified sanitary sewer service which will comply with federal, state and local law, which will protect the public's health, safety, and welfare, and will provide uniform standards of service; and

WHEREAS, the City and the District have separately negotiated a 15 year Franchise Agreement to establish the terms and conditions under which the District is granted the authority to maintain it's sanitary sewer system within the City's Rights of Way to be simultaneously executed and

WHEREAS, the City and District are authorized under chapter 39.34 RCW, the Interlocal Cooperation Act, and RCW 35.13A.070 to contract for the coordinated exercise of powers and sharing of resources for the efficient delivery of services to their residents, and the governing bodies of both parties have passed resolutions approving the execution of this Agreement;

12/15/19

NOW THEREFORE, in consideration of the terms and provisions contained herein, and the Franchise Agreement executed contemporaneously by the parties, the City and the District agree as follows:

Section 1. Purpose. It is the purpose of this Agreement to guide the activities, resources and efforts of the City and the District to provide the citizens of the entire City and the ratepayers served by the District with an efficient, high quality and well maintained sanitary sewerage wastewater system at a reasonable cost and to provide an orderly and predictable transition of the wastewater utility from District to City ownership.

Section 2. Term of Agreement. The term of this Interlocal Operating Agreement shall be fifteen (15) years from the date of its execution.

Section 3. City Responsibilities:

3.1 Franchise Grant to the District. The City shall grant a non-exclusive franchise to the District in the form attached hereto as Exhibit "A" for a concurrent term of 15 years and terminating on the termination date of this Agreement.

3.2 Assumption by the City. The City agrees that in consideration of the "Interlocal Operating Agreement Fee" to be paid by the District to the City as set forth herein in section 4 of this Agreement, and the other terms and conditions of this Agreement, it shall not, during the 15 year term of this Agreement and the concurrent Franchise Agreement granted to the District, attempt to exercise its statutory authority (RCW chapter 35.13A, as currently in effect or amended in the future) to assume jurisdiction over the District or any District responsibilities, property, facilities or equipment within the City's corporate limits, including future annexed areas.

3.3 Fees and Charges. The City shall not, during the term of this Agreement impose any new fees on the District for City costs and services addressed and compensated for in the Franchise Agreement or this Interlocal Operating Agreement, as herein below described.

3.4 Future Statute Authorizing a City Utility Tax on the District. In the event that the State of Washington Legislature should in the future authorize a City to impose a Utility Tax upon a District based upon the District's revenues, or upon any other basis, the payments hereinbelow provided as the District's contractual consideration for this Agreement shall be credited against such Utility Tax as the City may impose and the District shall be obligated to pay only the statutorily supported tax liability in excess thereof; provided however, this section shall not allow a credit against consideration of this Agreement for

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generally applicable regulatory fees or revenue-generating charges or taxes that may be authorized by law as applicable to the District and adopted by the City during the term of this Agreement other than a utility tax. For purposes of this section "utility tax" refers a city tax on business activities subject to the tax imposed by chapter 82.16 RCW.

3.4.1 Pass Through of Excess Utility Tax. In the event a Utility Tax on the District by the City is in the future authorized by law, the District shall pay such additional monies and may pass such additional tax liability on to the District's ratepayers as a separate billing item.

3.5 Requirement to Connect to Sanitary Sewer. The City shall, within the first year of this Agreement, study the adoption of rules and regulations related to the requirement that residences and other buildings or improvements located within the City not receiving sanitary sewer service (those using septic tanks or other on site systems), shall, under certain terms and conditions, be required to connect the sewer facilities located in or on such properties to the District's Sanitary Sewer System.

3.5.1. The City shall enforce such rules and regulations if adopted.

3.5.2 The District shall cooperate with the City in such enforcement action.

3.6 City's Option to Extend this Agreement The City, at its sole option, may no less than twelve (12) calendar months prior to the end of the term of this Agreement inform the District, in writing, of its desire to extend this Agreement for an additional five (5) years under terms and conditions as may be mutually agreed to by the Parties.

3.6.1 Should the City give such notice to the District and the District be interested in such a proposal, the Parties shall enter into Good Faith Negotiations to complete and execute a mutually acceptable extension Agreement, within six (6) months from the City's Notice.

3.7 Protection of District Employees upon Assumption by the City. The Parties agree that a fair and equitable transition of the employees of the District at the time of assumption by the City is critical to maintain the efficient operations of the wastewater services. The employees at the District represent a valuable asset to the City as they assume operations of the District. Therefore, in addition to compliance with RCW 35.13A.090, the City agrees to the following protections for employees of the District at the time of the transfer of the utility system:

3.7.1 All full-time regular non-probationary employees of the District at the time of assumption shall be offered the same or equivalent positions in the City's job classification system, which are consistent with the knowledge, skills, abilities, experience, and technical requirements of the District's employees.

3.7.2 The City agrees not to reduce the salary of a District transferred employee. However, the City reserves the right to freeze a District transferred employee's rate of compensation within a job classification until the City's rate of compensation is equal to or exceeds the transferred employee's rate of compensation.

3.7.3 City agrees it shall not lay off a transferred District employee for at least one year following the date of the transfer to City employment, however, the City reserves the right to terminate District transferred employee for cause.

3.7.4 Service credit for City purposes will be calculated based upon the initial full-time employment date of the transferred employee with Ronald Wastewater District.

3.7.5 Transferred employees will continue participation with the appropriate public employees' retirement system as provided for in RCW35.13A.090 (1).

3.7.6 The City currently allows employees retiring under the PERS Retirement System to purchase health insurance. The transferred employees will be able to participate in that benefit so long as this is still a benefit offered to City employees at the time of assumption of the District.

3.7.7 The City agrees to abide by the Washington Wastewater Collection Personnel Association certification requirements or equivalent for all sewer maintenance workers.

3.7.8 District agrees that an employment agreement for any employee shall not be extended beyond the City assumption date without review and approval of the City Manager.

3.7.9 The Parties recognize that all agreements with bargaining units will terminate upon transfer to the City.

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3.7.10 District agrees that at the time of transfer it shall pay off any accrued sick leave owed to transferred District employees, based on District sick leave policy then in effect.

3.7.11 The Parties agree that District employees transferred to the city shall not carry over more vacation accrual than allowed by City vacation leave policy then in effect, and the District shall pay off vacation in excess of the City's accrual limit upon transfer.

3.8 Obligations On Assumption:

3.8.1 City shall assume all liabilities and contractual obligations of the District or pay those obligations in full where required by contract, bond covenant or other agreements. The District will negotiate all new contracts and loan agreements during the term of this agreement including any mutually agreed upon extension so that the obligations of the District may be assumed by the City upon assumption of the District without cost or penalty. It is agreed that the district's Parity Revenue Bond covenants, as now written, can not, and will not change during this Agreement, therefore, any such Parity Revenue bond obligations of the District will require full defeasance or transfer of the obligation of the District according to the bond covenants at the time of the transfer of assets.

3.8.2 All District assets, personal, real and intangible property will be transferred to the City.

Section 4. The District Responsibilities. In consideration of the City's commitments above and the concomitant Franchise Agreement, the District shall:

4.1 Interlocal Operating Agreement Fee. In consideration of and compensation for the City's forbearance of its rights to assume the District under RCW 35.13A, as it now exists or may be amended, and the rights granted the District under this Agreement to operate its existing and future sewer facilities within the City's corporate limits, including any future annexed areas, the District agrees to pay the City an "Interlocal Operating Fee" pursuant to the payment schedule set forth herein.

4.2 Schedule of Payments. The schedule of payments shall be as follows:

Year	Amount
2002	\$500,000*
2003	\$550,000

2004	\$600,000
2005	\$618,000
2006	\$637,000
2007	\$656,000
2008	\$676,000
2009	\$696,000
2010	\$717,000
2011	\$739,000
2012	\$761,000
2013	\$784,000
2014	\$808,000
2015	\$832,000
2016	\$857,000
2017	\$883,000

*In the year 2002, the \$500,000 Interlocal Agreement Fee will be paid in full by Ronald Wastewater District prior to December 31, 2002, less any previously paid fees paid during the year 2002 under the Seattle Public Utilities Franchise Agreement assumed by the District.

In all years subsequent to 2002 through 2016, the Interlocal Agreement Fee will be paid by the District to the City with quarterly payments being made on or before March 15, June 15, September 15, and December 15 of each year.

In the final year, 2017, the District's payment to the City will be pro-rated to the date of the Contract Termination.

The fee paid by the District under this section is a business expense that will not be separately identified on customer billings.

4.3 Storm Water and Water Supply System. The District shall not provide a storm water system or a water supply system within the City without the approval of the City being first obtained.

ORIGINAL

4.4 Standard Sewer Billing Rate Structure. It shall be the goal of the District to perform a Comprehensive Sewer Rate and Cost of Service Analysis in order to develop a uniform rate schedule following the District's acquisition of the Seattle Public Utilities/Lake City Sewer District Sanitary Sewer System which study shall include but not be limited to the following:

4.4.1 The impact of the overall rate revenue requirements, which analysis shall reflect the impact of diverting the costs and revenue of sewer system customers within the City of Lake Forest Park, if and when service to those customers is taken over by the City of Lake Forest Park.

4.4.2 An evaluation of reasonable options and impacts of phasing in a blending of sewer rates, revising the sewer rates and costs of maintenance and operation, both pre and post Seattle Public Utilities/Lake City Sewer District acquisition of customer segments.

4.4.3 Develop a strategy to expedite a blending of sewer rates to a single set of rate structures that will have the least negative impact on all District ratepayers, now and in the future.

4.4.4 Attempt to create a level billing rate structure for each class of customer throughout the District and the City unless the level of service provided any segment of those properties served requires a "special benefit" surcharge.

4.5 Agreement to Annex. The District shall exercise its legislative authority to seek annexation of those areas which it serves which are not yet within its corporate boundaries and those areas which are within the City's corporate boundaries except areas served by the Highland Sewer District. The District shall proceed with the annexation process as soon as the City of Lake Forest Park exercises its right to annex those areas within its corporate boundaries, and which are presently served by the District's Sanitary Sewer System.

4.5.1 City's Cooperation With Annexation. The City shall promote, cooperate with, and use its best efforts to assist the District in the annexation process articulated in Section _____ of this agreement.

4.6 Seattle Public Utilities Service System Reliability. The District shall prepare plans to upgrade the systems acquired from Seattle Public Utilities to conform to the District's overall operational and maintenance standards.

4.7 Advisory Board. Members of the Board of Commissioners of the District in office at the time of this Agreement who wish to do so, may at their

option, sit as an advisory Board to the Shoreline City Council for a three (3) year period beyond the term of this Agreement.

- 4.8 Cooperation with Assumption and Dissolution. The District agrees to take no action to protest or challenge the assumption of the District following the term of this agreement or any extension thereof. By its execution of this Agreement below the District grants to the City a limited power of attorney to execute a joint petition to Superior Court for dissolution of the District pursuant to RCW 35.13A.080 when authorized by the City Council following the term of this Agreement provided the City is not in breach of this Agreement including terms that survive the term of the Agreement

Section 5. Mutual Responsibilities. In satisfaction of the intent of the parties, the City and District shall have the following responsibilities:

5.1 Common Goals and Interests. The parties shall agree to identify potentially desirable common activities and projects of mutual interest and benefit, which shall include, but not be limited to the following:

- 5.1.1 Common Vehicle and equipment storage facilities
- 5.1.2 Common vehicle and equipment maintenance
- 5.1.3 Emergency/after hours call center
- 5.1.4 Combined permitting/licensing offices
- 5.1.5 Joint but separate communications - emergency radio/telephone
- 5.1.6 Creation of a joint committee to discuss, evaluate and select cost-effective common programs relating to:
 - i. Energy management
 - ii. Equipment sharing
 - iii. Information technology
 - iv. Staff training, where possible
 - v. Joint insurance programs

5.2 Inter-Agency Communications. A committee consisting of the City's City Manager and Public Work's Director, and the District's General Manager and Maintenance Manager will meet annually to evaluate projects which may be agreed upon to have a mutual benefit, and which may be jointly undertaken.

ORIGINAL

5.3 Capital Improvement Plan: Each of the Parties shall provide the other with a copy of their respective present Capital Improvement Plan to better facilitate the use of the streets, sidewalks and rights of way and the areas under them.

5.4 Coordination of City and District's Comprehensive Plans. The City's Manager and District's General Manager shall meet annually to coordinate activities related to their respective Comprehensive Plans and their respective Capital Improvement Plans. The parties shall address revisions to their respective Comprehensive Plans at the earliest opportunity to reflect the transition of wastewater service delivery by the City at the end of this Agreement.

5.5 Information and Document Exchange. The Parties shall exchange information and documents relating to the location of the facilities which they each operate within the affected rights of way.

5.6 Assumption Transition. No later than 24 months prior to the end of the term of this Agreement, the City and District shall negotiate in good faith the terms of final transition. Transition terms shall include plans that the City and the District agree to implement to ensure a smooth transition from District to City operations. These plans would include operational issues, financial issues, and employee transition issues. Transition terms shall include but not be limited to the following:

5.6.1 Defeasance or call of all bonded debt principal outstanding and interest owed if required by bond covenants.

5.6.2 Assumption of all indebtedness and other liabilities subject to the terms and conditions of related agreements and contracts.

5.6.3 Terms for application and future use of any cash reserves at the time of the transfer of the system then restricted as to use for system rehabilitation and replacement per District Resolution

5.6.4 District agrees to maintain its reserve funds in the same manner as current policy, and shall maintain adequate reserve levels subject to periodic review by the District's Board of Commissioners in establishing policies related to the financial needs of the District.

Section 6. Termination. In addition to all other rights and powers to remedy default including specific performance, both Parties reserve the right to revoke and terminate

this Agreement in the event of a substantial violation or breach of its terms and conditions.

Section 7. Indemnification. The parties shall indemnify and hold harmless each other and their respective officers, agents, and employees from all costs, claims or liabilities of any nature, including attorneys' fees, costs and expenses for or on account of injuries or damage by any persons or property resulting from the negligent activities or omissions of that Party or their respective agents or employees arising from the performance of this agreement.

Section 8. Definitions. The terms used in this Agreement, if not defined herein, shall have their meanings as defined in any other documents executed contemporaneously or in conjunction with this Agreement.

Section 9. Remedies. In addition to the remedies provided by law, this Agreement shall be specifically enforceable by any Party.

Section 10. Venues. In the event of litigation pertaining to this Agreement, the exclusive venues and places of jurisdiction shall be in King County, Washington.

Section 11. Alternative Dispute Resolution-Arbitration. Except as otherwise provided under applicable state law, any dispute, controversy or claim arising out of or in connection with, or relating to, this Agreement or any breach or alleged breach of this Agreement, shall be submitted to, and settled by, arbitration to be held in King County, Washington in accordance with the provisions of Chapter 7.04 of the Revised Code of Washington, as amended, and with respect to matters not covered in such statute, by the rules of the American Arbitration Association; provided, however, that in the event of any conflict between such statute and such rules, the provisions of the statute shall control; and provided further, that notwithstanding anything in such statute or rules to the contrary: (a) the arbitrator's decision and award shall be made according to the terms and provisions of this Agreement and the applicable law, and such award shall set forth findings of fact and conclusions of law of the arbitrator upon which the award is based in the same manner as is required in a trial before a judge of the Superior Court of the State of Washington; (b) the arbitrator shall award attorney's fees to the prevailing party; and (c) in any such arbitration, there shall be a single arbitrator and any decision made shall be final, binding and conclusive on the parties. The fees of the arbitrator shall be borne equally by the parties except that, in the discretion of the arbitrator, any award may include a party's share of such fee if the arbitrator determines that the dispute, controversy or claim was submitted to arbitration as a dilatory tactic.

Section 12. Binding. This Agreement shall inure to the benefit of and be binding upon the Parties, their successors and assigns.

ORIGINAL

Section 13. Enforceability. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Section 14. Applicable Law: This Agreement shall be construed under the laws of the State of Washington.

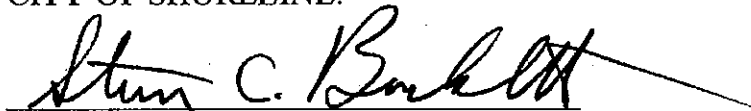
Section 15. Attorneys Fees. If either party employs an attorney to enforce any rights arising out of or relating to this Agreement, the prevailing party shall in such dispute be entitled to recover its reasonable attorneys' fees.

Section 16. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter. It shall not be modified except by a written agreement signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act of acquiescence on the part of either Party, its agents, or employees, but only by an instrument in writing signed by an authorized officer of the Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provisions on another occasion.

Section 17. Survival. All of the provisions, conditions and requirements of Sections 3.7, 3.8, 4.7, 4.8, 7, 8, 9, 10, 11, 12, 13,14, 15, and 16 shall survive the fifteen (15) year term of this Agreement.

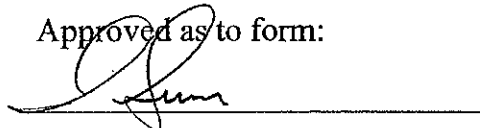
Section 18. Effective Date and Term of Contract. This agreement shall be in full force and effect and binding upon the parties hereto upon the execution of the Agreement and shall continue in full force and effect fifteen (15) years from the effective date.

CITY OF SHORELINE:



Steven C. Burkett, City Manager

Approved as to form:



Ian R. Sievers, City Attorney

RONALD WASTEWATER DISTRICT:



President, Board of Commissioners

Attest:

A handwritten signature in black ink, appearing to be "C. Smith", written over a horizontal line.

Secretary, Board of Commissioners

RONALD WASTEWATER DISTRICT
A Special Purpose District Formed Pursuant to RCW Chapter 57

Resolution 02-66

A Resolution of the Board of Commissioners of Ronald Wastewater District authorizing the Execution of an Interlocal Operating Agreement between the City of Shoreline and Ronald Wastewater District Relating to Sanitary Sewer Service within Shoreline's City Limits

Ronald Wastewater District has been in negotiations with the City of Shoreline for the development and execution of an Interlocal Operating Agreement. The purpose for the agreement between the two municipalities is to guide the activities, resources and efforts of the City and the District to provide the citizens of the entire City and the ratepayers served by the District with an efficient, high quality and well maintained sanitary sewage wastewater system at a reasonable cost.

The Interlocal Operating Agreement between the City of Shoreline and Ronald Wastewater District has been reviewed by the Board of Commissioners, and having been accepted and executed by the City of Shoreline. NOW THEREFORE,

BE IT RESOLVED by the Board of Commissioners of Ronald Wastewater District, that the Interlocal Operating Agreement between the City of Shoreline and the District is approved and attached as Exhibit "A" to this Resolution.

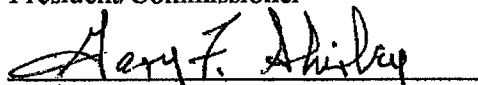
BE IT FURTHER RESOLVED by the Board of Commissioners of the District that the President and Secretary of the Board of Commissioners are authorized to execute the Agreement on behalf of the District.

ADOPTED by the Board of Commissioners of Ronald Wastewater District on Oct. 22, 2002.


ATTEST


Secretary/Commissioner

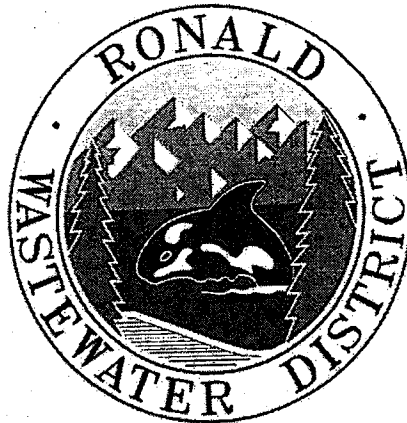

President/Commissioner


Vice President/Commissioner

I, the undersigned Secretary of the Board of Commissioners of Ronald Wastewater District, a municipal corporation of King County, Washington, CERTIFY that the preceding document is a true and correct copy of Resolution 02-66 of the Board, duly adopted on October 22, 2002 at its regular meeting.

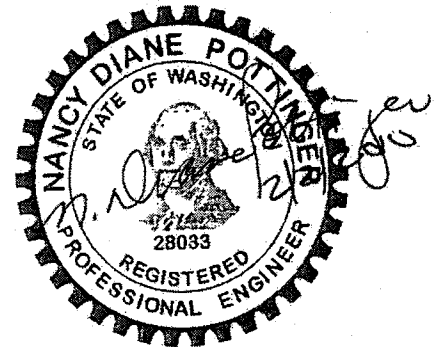

Secretary/Commissioner

Ronald Wastewater District COMPREHENSIVE SEWER PLAN



Ronald Wastewater District
King County, Washington

January 2010
CHS Engineers, LLC



This report was prepared under the direction
of a registered professional engineer.

Prepared by: N. Diane Pottinger
Checked by: [Signature]
Approved by: [Signature]
Date: 2/2/2010



EXECUTIVE SUMMARY AND RECOMMENDATIONS

BACKGROUND

The subject of this report is the public sewer collection system owned, operated and maintained by Ronald Wastewater District. The District is a municipal corporation in the form of a special purpose district, under RCW 57. The District provides public sewer service to the majority of the City of Shoreline in King County and an unincorporated portion of Snohomish County. This area is known as the District's corporate or service boundary (see Figure 1.1).

The District is bordered on the west by Puget Sound and on the north by the Town of Woodway. The eastern boundary line is the Town of Woodway and the City of Lake Forest Park. The southern boundary is the Highlands Sewer District and the City of Seattle. The District presently includes approximately 6,870 acres. The sewer service area and District corporate boundary are shown on Figure 1.2.

The District was formed as Ronald Sewer District in 1951. The first sewers were installed in 1960. The District office is located at 177505 Linden Avenue North, Shoreline, Washington 98133, telephone (206) 546-2494.

The following paragraphs present a condensed summary of the Comprehensive Sewer Plan, covering the principal features of this report. Specific recommendations are presented in this summary based on findings and conclusions reached during the study of the sewer system.

PHYSICAL CONSIDERATIONS

Elevations range from 250 feet to just over 500 feet throughout the District and down to the marine shoreline of Puget Sound. There are some wetlands, unclassified streams, and geologic hazard areas prone to landslide, seismic and erosion hazards primarily located on the bluffs along Puget Sound or along creek beds. The water supply is provided by Shoreline Water District, Seattle Public Utilities and Olympic View Water and Sewer District. There are 953 wells that are active in the District with the majority of them resource protection wells.

POPULATION

The annual population growth rate has been of within the City of Shoreline has been 0.2% since 2000 or 1.9% total for the current nine year period according to the Washington State Office of Financial Management. Areas of future growth have been identified by the City of Shoreline and within the Point Wells area of Snohomish County. These areas are expected to have an increase in population of 19,425 people and 5,687 future jobs over the next 20 years. This equates to 11,555 future residential customer equivalents (RCEs) by 2030.



DESIGN CRITERIA

The design criteria used in this comprehensive plan is based on "Criteria for Sewage Works Design" established by the State of Washington Department of Ecology, District historical design criteria, actual usage records and other accepted standards for wastewater system design and construction.

SEWER SYSTEM

The Ronald Wastewater District collection system is composed of approximately 190 miles of gravity sewer mains and 16 lift stations. The District has completed at least one or more improvement projects since 2000. Infiltration and inflow (I/I) has been studied within the District and a side sewer replacement project was completed, which significantly reduced I/I. The District's maintenance staff complete regularly scheduled lift station inspections, manage a Fats, Oils and Grease (F.O.G.) inspection program with local commercial and multi-family customers, monitor infiltration and inflow, clean and inspect sewer mains. Maintenance related problems are identified through the District's maintenance management system. If a sewer main has structural problems, requires root removal on a regularly scheduled basis and/or has degenerated pipe, it may likely be scheduled for repair, rehabilitation or replacement. Sewer mains expected to be overcapacity at build out conditions are identified by a District wide hydraulic model.

WASTEWATER TREATMENT

The District does not own or operate a wastewater treatment facility. Sewage from the District's collection and transmission system is eventually treated at either King County Wastewater Treatment Facilities or the City of Edmonds wastewater treatment plant. Removing I/I reduces the amount of water that has to be treated at these treatment plants. King County and Seattle Public Utilities have been looking at reclaimed water options throughout King County and the District's service area.

AGREEMENTS

The District has agreements with adjacent purveyors and land use agencies for a variety of reasons. One of the agreements with Seattle Public Utilities (SPU) includes a provision for the District to share in the cost of upgrading sewer mains, should the areas within the District and Seattle grow as identified. The overcapacity lines in the SPU areas are identified and shown in Figure 7-1.

CAPITAL IMPROVEMENT PLAN

The Capital Improvement Plan identifies projects that will be necessary to extend sewer service throughout the District corporate area, including the District's new side sewer replacement policy. Several of the projects are recommended for completion over the next ten years, as summarized in Tables 8-1 and 8-2.



2. Automated the financial, administrative and maintenance functions of the District by upgrading to computerized systems.
3. Funded repair and replacement projects by establishing a special fund financed by a portion of monies collected as sewer service fees.

In May 1994, Shoreline Wastewater Management District (later renamed Ronald Wastewater District) obtained a franchise agreement with Snohomish County to upgrade Lift Station No. 13 which provides sewer service for a portion of unincorporated Snohomish County known as the Point Wells area. This area had become part of the RWD with the King County Sewer District No. 3 which was transferred in 1984. This franchise agreement is in effect through May 2019.

In October 2002, the District entered into an Interlocal Agreement and Non-Exclusive Franchise Agreement with the City of Shoreline to encompass the entire City, except for the area within the Highlands Community. These 15-year agreements are in affect through October 2017 with the potential for a five year extension, pending agreement by both parties.

1.4 BOUNDARY AND SERVICE AREA

The District is located within the City of Shoreline and unincorporated Snohomish County. The City of Shoreline is located in the northwest corner of King County. Figure 1.1 is a vicinity map for the District. The District is located within the Local Service Area of King County as established in the King County Wastewater Treatment Service Center Area and the City of Edmonds Wastewater Treatment service area. Figure 1.2 indicates the corporate boundaries for the District as well as the city limits of Shoreline. The District boundaries are generally described as follows:

North -	King County-Snohomish County line except for a portion in Snohomish County which is bounded by the North line of the Southwest quarter of Section 35, Township 27 North, Range 3 East.
West -	Puget Sound
Southwest -	Highlands Sewer District
South -	City of Seattle
East -	City of Lake Forest Park except for the portion in Snohomish County which is bounded by the East line of SW quarter of Section 35, Township 27 North, Range 3 East and the western limits of the Town of Woodway.

The corporate boundaries of the District are coincident to the western boundary of the City of Lake Forest Park. Due to the topography of the area, the District provides sewer service by gravity to 80 homes within the City of Lake Forest



Park. The City of Lake Forest Park also provides sewer service to 82 residents of the City of Shoreline via gravity. Agreements outline in Chapter 7 of this plan explain the arrangements made between neighboring districts and agencies for sewer service.

The District presently serves an area of approximately 6,870 acres and serves over 99% of the City of Shoreline's 54,320 residents (25,649 residential customer equivalents). Due to the size and natural drainage characteristics of the District, the domestic wastewater collected from within the District is treated at two separate wastewater treatment facilities: the City of Edmonds' treatment plant and King County's West Point treatment plant.

According to the 2005 City of Shoreline Comprehensive Plan, "The City is now substantially developed, with only a little over one percent of its total area remaining vacant or available for use. Shoreline is primarily residential in character and over 50 percent of the households are single family homes". Commercial development occurs along traffic corridors with some limited industrial development. Less than 5 percent of the land within the District is classified public/park, open spaces or are water bodies. Trends in developed portions of King County, including the District areas, point towards small "in-fill" projects and the development of new multiple-family housing projects.

There is limited potential for significant increases in sewage flows into the District's system due to present land use patterns, current zoning restrictions and topographic conditions. Municipalities bordering the District have also limited the potential for boundary expansion. For the purpose of this plan, the District corporate area boundary, service area boundary and service area boundary are one and the same. It is anticipated that future expansion will be derived from developer extensions and possible changes in the residential land patterns from single family to multiple family dwellings. Future demographic changes and expansion possibilities within the District are discussed more thoroughly in Chapters 3 and 7, respectively.

1.5 HISTORY AND BACKGROUND

The Ronald Wastewater District was formed in July 1951 under the name of Ronald Sewer District, in accordance with the laws of the State of Washington to construct, operate and maintain a sewage collection system. The formation of the District, by petition and election, was in response to requests by residents of the area for improved sewage disposal facilities. In 1992, Ronald Sewer District changed its name to Shoreline Wastewater Management District to better describe its expanded general service area then known as "the Shoreline Community". On January 1, 2001, the District changed its name to the Ronald Wastewater District.



The first sewers were constructed in 1960 and were sized from 8" to 15" in diameter. They were of concrete pipe construction with O-ring type flexible joints. Manholes were of precast concrete construction with cast-in-place concrete bases. Since the inception of the District in 1951, its standards have changed to keep up with the latest technology in sewer design, materials and construction. District Resolution 07-18, as amended, describes the rules and regulations regarding sewer installations and general policies and requirements of the District. These regulations are upgraded periodically to meet current needs.

In 1960, the District constructed a sewage collection system in a portion of the northern area of Shoreline surrounding Echo Lake that was within the boundaries of Utility Local Improvement District (ULID) 2. Treatment and disposal were provided for by contract with the City of Mountlake Terrace. Sewage was transported via the Mountlake Terrace system to the City of Edmonds' treatment plant.

In 1962, the District constructed ULID's 3 and 4 which included the area from N.W. 195th Street to the Seattle City Limits and the balance of the original boundaries forming ULID 2. ULID's have continued through 1983 when ULID 18, known as Appletree Lane, was formed and constructed with the help of an EPA grant.

In 1970, the District constructed ULID 14 which included the area known as Innis Arden (approximately 550 single family residences). ULID 14 was the last major unsewered area in the portion of northwest King County between Lake Washington and Puget Sound.

Design provisions in Lift Station #5 (one of four lift stations in ULID 14) were made to accommodate sewer flows from the area known as "The Highlands" which is located directly south of Innis Arden. In June, 1971, the District entered into a joint use agreement with the Highlands Sewer District to allow for sharing costs of operation and future capital improvements of Lift Station #5 (Resolution 1050).

In 1984, King County began a process to divest themselves from providing direct residential sanitary sewage collection and thus, King County Sewer District No. 3 (KC#3) was transferred to the District on January 1, 1986. The KC#3 area includes the northwest portion of unincorporated King County and the Point Wells Chevron facilities area of unincorporated Snohomish County. King County prepared a Sewer Comprehensive Plan for KC#3 in 1984. Portions of the KC#3 system were built in 1939 and 1940. A sub-district to the KC#3 Sewer District was added in 1965.



In 1985 an area known as Holyrood, adjacent to the ULID 2 area, was annexed to the District and several years later, a 485-unit apartment complex called Ballinger Commons was constructed on this site.

In 1988, the District and other component agencies entered into an agreement with the City of Edmonds to share in financing the design, construction and ongoing maintenance of a new wastewater treatment plant at Edmonds. The District sold \$2 million dollars in bonds to pay for their share of the Edmonds plant based on 9.488% of ultimate plant capacity (0.861 MGD). The ULID 2 customer rates were adjusted as of January 1, 1989 to provide revenue for the new debt. The City of Edmonds assumes responsibility for all services related to the transport, treatment, and disposal of sewage for the ULID 2 area once it leaves the District's boundary.

In 1988, the METRO Council adopted a plan to eliminate the METRO Treatment Plant at Richmond Beach instead of upgrading it to secondary treatment. The plan provided for a new pump station at the Richmond Beach Site. All sewage flowing to the abandoned Richmond Beach treatment plant is now pumped to the City of Edmonds' treatment facility. The plan also includes the potential for additional sewer flows in the District to be routed to METRO's upgraded West Point regional treatment facility. The regional wastewater service plan is discussed in more detail later in Chapter 6.

In 1991, the District entered into an agreement with the Town of Woodway addressing the transport of South Woodway's sewage through District lines to King County facilities for pumping to the City of Edmonds treatment facility.

In 1995, the City of Shoreline was incorporated and assumed responsibility for land use planning from King County for most of the District's service area.

In 1997, the District and the City of Shoreline entered into an interlocal agreement under which the District would conduct assessments, analysis and prepare a plan to assume operation of the Seattle Public Utilities service area north of 145th Street within the boundaries of the City of Shoreline. This area is known as the old Lake City Sewer District (LCSD). Most of the system was built in the 1950's and 1960's and was funded by Utility Local Improvement Districts. The one exception to this was the collection system associated with the then Naval Hospital (later known as Fircrest) on N.E. 150th St. and 15th Ave. NE. This private collection system was installed prior to the mid-1950s and is now owned by the Department of Social and Health Services.

In 2000, the District signed a "Letter of Understanding" with the City of Lake Forest Park that the District had the City of Lake Forest Park's authority to negotiate with City of Seattle to purchase the entire system north of Seattle city limits.



In 2001, the District sold revenue bonds to purchase the system from SPU. Later that same year, the District began servicing and maintaining the LCSD service area north of 145th Street.

In 2002, the District sold the portion of their sewer system located within the City of Lake Forest Park. This included portions of the LCSD and other portions of the District located in the northern part of Lake Forest Park.

The most recent agreements/ordinances that have been adopted are as follows:

- 1994 – Snohomish County No. 94-030, Granting a utility franchise agreement to Shoreline Wastewater Management District (now Ronald Wastewater District). The franchise agreement is to use the rights-of-way of certain county roads for the purposes of constructing, installing, and maintaining a sanitary sewer system.
- 1996 – City of Shoreline No. 83, Establishing minimum requirements, procedures, and application information for franchise and right-of-way use agreements within the City.
- 2002 – City of Shoreline Ordinance No. 306 – Granting Ronald Wastewater District a non-exclusive franchise to construct, maintain, operate, replacement and repair a sanitary sewer system within public rights-of-way of the City of Shoreline, Washington.

1.6 RELATED MUNICIPALITIES AND AGENCIES

Several organizations, agencies and governmental bodies are involved with the aspects of planning, financing, regulating and operating wastewater treatment works and collection systems for the District corporate area. Various rules, procedures and requirements are applicable to the process of providing sewage service and all must be considered. Presented below is a list and short description of the primary agencies associated with providing wastewater services for the corporate area (the list is not intended to be all-inclusive).

- Board of Commissioners, Ronald Wastewater District – owns and operates the wastewater collection and pumping system in the District; provides operation and maintenance services to sewer customers in the corporate area.
- Environmental Protection Agency (EPA) - the lead federal agency responsible for setting regulatory requirements, financing the planning and construction of wastewater treatment systems; evaluates environmental impacts of projects with federal funding.
- U.S. Army Corps of Engineers - responsible for navigable waters; issues permits for construction in tidelands and wetlands, provides construction



Today, Shoreline has a preponderance of residential uses, supporting commercial and retail uses as well as various institutional uses. Only about one percent of the total land within the City limits remains vacant. Single lots scattered throughout the city primarily characterize the vacant land.

3.3 LAND USE, ZONING AND SERVICE AREA

Land use decisions within the District corporate boundaries are made by the land use authorities, City of Shoreline, Town of Woodway and Snohomish County.

City of Shoreline: The City of Shoreline adopted the first Comprehensive Plan in 1998. The city created a special study area, the North City Business District, in 2001 to "guide and encourage redevelopment of the area". The revised City of Shoreline Comprehensive Zoning Map was adopted by Ordinance 292 on January 7, 2002. Included in that map were the Briarcrest and Paramount Special Study Areas. Several other special study areas (SSAs) and areas with mixed use development have been identified since that time. Included in each of these SSAs are increased residential and commercial development which impacts the collection system both within the SSA and the surrounding areas. Updates (including land use revisions) were completed annually until the entire plan was revised in 2005. Amendments have been made to the City of Shoreline Land Use Designations and Zoning maps since 2005. The current land use maps dated January 2009 is shown in Figure 3.1. The Point Wells area has been identified as a Potential Annexation Area (PAA) for the City of Shoreline. Shoreline has identified Mixed Use for the Point Wells PAA.

In 2007, Shoreline's Buildable Lands Study quantified the development potential of the SSAs. City of Shoreline staff identified vacant and redevelopable sites and used recent development trends to estimate a 20-year capacity in terms of household and jobs. This was completed as part of King County's second, five year Buildable Lands Study, which is required by RCW 36.70A.215. Individually, one redevelopment project may not have an impact on the sewer collection system. However, multiple projects can collectively impact the sewer system as flows continue to accumulate as they progress downstream.

The zoning map was recently updated (June 2009) to correct minor differences between the zoning and land use maps throughout the City of Shoreline. A specific plan was developed for many of the SSAs including the Crista Campus, Fircrest, & Point Wells. The remaining SSAs will have specific master development plans in the future, which will include review of the area land use. The resulting projected population increase has been factored into the gross projected population growth for the entire District over the next 20 years.

Town of Woodway: There are four parcels within the Town of Woodway currently served by the District. Per the 2004 Town Comprehensive Plan, the land use is Suburban Residential and the zoning is Residential 14.5. These



designations are not expected to change for the four Woodway parcels. The Town of Woodway has included the Point Wells area in their PAA in their Comprehensive Plan. The lowland area would remain Industrial whereas the upland area would be Open Space/Critical Area and some Low Density Residential.

Snohomish County: There are two separate land uses within the Snohomish County area of the District: Urban Low Density Development and Heavy Industrial. The Urban Low Density Development area can develop to a current zoning of R-9,600. The Heavy Industrial does not have a limit as to how large an area can be developed and at what level. No residential dwellings are currently located on these parcels. The Snohomish County GMA Comprehensive Plan identifies the potential for the parcels currently with a land use of Heavy Industrial to be changed to Mixed Use/Urban Center land use. Snohomish County's Comprehensive Plan identifies residential dwellings in Urban Centers to be not less than 12 dwellings per acre with maximum densities being established as part of more detailed planning.

A Final Environmental Impact Statement (FEIS) has been submitted to Snohomish County in June 2009 and approved in August 2009. The FEIS proposed a site-specific non-project amendment to the Future Land Use Map designation and associated rezone of the lower portion of the Point Wells area from Heavy Industrial designation to Urban Center/Mixed Use with Planned Community Business zoning.

Figure 3.1 indicates the present land use within the District boundaries combining land use designations from the City of Shoreline, Town of Woodway and unincorporated Snohomish County. Prior to 1995, most of the District's service area was in unincorporated King County. Land use designations were developed in the County's Shoreline Community Plan. In 2001 the District adopted its first Comprehensive Plan utilizing Shoreline's current (at the time) Land Use Map. A comparison has been made between the previous Shoreline Land Use Map (4/2000) and the current updated version (1/2009). The following are the major land use changes between the two maps:

- Areas of the northern portion of the Aurora Corridor have been changed from Med/High Density Residential to Mixed Use
- A small area along 175th Ave near Aurora has been changed from Low-Density Residential to Mixed Use
- The Point Wells Area is identified as Mixed Use
- The Ballinger Special Study Area has been identified and various land use changes are shown in this area



Commercial zoning is restricted to Aurora Avenue, the Ballinger Way area and the area adjacent to I-5. There is no major industrial development within the District boundary at this time. The projected population, based on proposed land use classifications, is the best way to estimate the future number of dwelling units throughout the City. Using the residential land use classifications within the District's service area, the population density over the next twenty years was assumed to be 2.4 residents per unit, unless specifically identified as part of a special study area. Commercial densities are discussed later in this section. The potential population density (persons per acre) has been determined for each land use designation, as indicated in Table 3.1.

TABLE 3.1

LAND USE RESIDENTIAL POPULATION DENSITY

Land Use Designation	Units, Acre	Density, persons/acre
City of Shoreline		
Low Density Residential	6 or fewer	14.4
Medium Density Residential	8-12	28.8
High Density Residential	18-48	115
Mixed Use	48	115
Neighborhood Business	N/A	0
Community Business	N/A	0
Regional Business	110	Up to 198
Public Facilities	N/A	1
Institution	N/A	1
Town of Woodway		
Suburban Residential	4	9.6
Unincorporated Snohomish County		
Urban Low-Density Residential	6	14.4
Mixed Use/Urban Center	48	115
Urban Industrial	N/A	25 ²

¹Current building or area population estimates were made by individuals within each organization.

²Assumed to be similar to a commercial use with no residential dwellings.

Note: Units/Acre is based on the predominate underlying zoning within each land use designation.



CHAPTER 8

CAPITAL FACILITIES PLAN

8.1 INTRODUCTION

The development of a capital facilities plan for the maintenance and operation of the Ronald Wastewater District sewer system is set forth in this chapter. The population projections, land use, and design criteria presented in previous chapters were used to formulate the plan.

The existing system was reviewed to determine the necessity of replacing or repairing any components of the system. Once deficiencies were noted each project was evaluated and a recommended sequence for construction was established. The timing of construction or upgrading such facilities is contingent upon that point in time for which system demand is expected to exceed the rate that the existing facilities can operate properly.

Following is a discussion of the service area of Ronald Wastewater District and a capital improvement plan which includes cost estimates and a recommended schedule.

8.2 SERVICE AREA

The District presently has no plans or schedules for construction of sewer line extensions within its boundaries. It is expected that future construction within the District will occur by means of developer extension contracts in accordance with established District standards and policies as outlined in the District's Developer Extension Project Manual (see Appendix D).

Currently, Ronald Wastewater District provides sanitary sewer service to nearly all the existing residences within the District boundaries. The District expects to connect the few remaining residences via side sewer permits. Unsewered lots or lots that are redeveloped for increased densities will be served following the developer extension process.

There are two areas outside the District's corporate area but within the City of Shoreline and receiving service by the District: Holyrood Cemetery and Seattle Golf and Country Club. Both areas could be annexed to the District following RCW 57.24. Both options will require going through annexation process of the King County Boundary Review Board.



included in Table 8.2. Projects may be reprioritized during the next two years based on future development.

TABLE 8.1

CAPITAL IMPROVEMENT PROJECTS 2010-2030, in 2009 dollars

Project No.	Drainage Basin	Project Title	Total Estimated Project Cost
A	1	Richmond Beach Drive Sanitary Sewer Improvements	\$ 757,000
B	1	Lift Station No. 13 Improvements	\$ 2,020,000
Alt. AB	1	Point Wells Sanitary Sewer Improvements	\$ 4,200,000
C	12	SR 99 Sanitary Sewer Improvements	\$ 203,000
D	14	Carlyle Hall Road Sanitary Sewer Improvements	\$ 1,097,000
E	14	N 160th St and Fremont Place Sanitary Sewer Improvements	\$ 1,517,000
F	14	Aurora Ave N Sanitary Sewer Improvements	\$ 831,000
G	15	Echo Lake Trunk Replacement	\$ 1,546,300
H	16	NE 185th St Sanitary Sewer Improvements	\$ 417,000
I	16	16th Ave NE/Perkins Way Sanitary Sewer Improvements	\$ 1,108,000
J	16	Ballinger PL/15th Ave NE Sanitary Sewer Improvements	\$ 444,000
K	16	Lago Place Sanitary Sewer Improvements	\$ 1,966,000
L	17	1st Ave NE Sanitary Sewer Improvements	\$ 719,000
M	17	Basin 17 Sanitary Sewer Improvements	\$ 1,305,000
N	18	11th Ave NE Sanitary Sewer Improvements	\$ 1,792,000
O	18	NE 170th St Sanitary Sewer Improvements	\$ 831,000
P	19	Ballinger Sanitary Sewer Improvements	\$ 520,000
Q	SPU18	SPU Basin 18 – total project cost \$209,000	\$ 84,000
R	SPU20	SPU Basin 20 – total project cost \$ 406,000	\$ 162,000
S	SPU21	SPU Basin 21 – total project cost \$ 29,000	\$ 12,000
T	SPU23	SPU Basin 23 – total project cost \$1,217,000	\$ 487,000
U	Various	Annual Sewer Repair & Replacement Projects	\$ 27,620,000
V	14	Redesign of Administration Building	\$ 150,000
W	14	Remodel of Administration Building	\$ 1,000,000
X	25	Lift Stations No. 16 Improvements	\$ 245,000
Y	16	Lift Stations No. 8 Predesign	\$ 30,000
Z	16	Lift Stations No. 8 Design/Construction	\$ 700,000
AA	1	Lift Station No. 12 Predesign	\$ 30,000
AB	1	Lift Station No. 12 Design/Construction	\$ 650,000
AC	16	Lift Stations No. 9 Predesign	\$ 30,000
AD	16	Lift Stations No. 9 Predesign	\$ 500,000
AE		Garage close out	\$ 10,000
AF		Maintenance Equipment	\$ 5,000
AG		Quarter Section Update	\$ 31,000
AH		Two flow meters	\$ 22,000
AI		Annex Seattle Golf Club	\$ 5,000
AJ		Annex Holyrood Cemetery	\$ 5,000
AK		Computers & Software Upgrades	\$ 20,000
AL		1995 Ford Response Van replacement	\$ 45,000



TABLE 8.1 continued

CAPITAL IMPROVEMENT PROJECTS 2010-2030, in 2009 dollars

Project No.	Drainage Basin	Project Title	Total Estimated Project Cost
AM		1997 Ford Dump Truck replacement	\$ 40,000
AN		Air Compressor replacement	\$ 27,000
AO		1999 Ford F-250 replacement	\$ 25,000
AP		2000 Ford Explorer	\$ 44,000
AQ		Office Equipment replacement	\$ 10,000
AR		2001 Ford F-150 replacement	\$ 26,000
AS		Office Building Roof replacement	\$ 40,000
AT		2002 Peterbuilt Vactor replacement	\$ 390,000
AU		2003 Ford Ranger replacement	\$ 24,000
AV		2003 Ford Escape replacement	\$ 27,000
AW		2005 CCTV replacement	\$ 129,000
AX		Office Equipment	\$ 10,000
AY		Hardware/Software replacement	\$ 12,000
AZ		Scanner-Hardware & licensing	\$ 17,340
		Misc projects previously authorized	\$ 697,700
O-3A	15	Aurora Phase 3A – relocation of sewer main	\$ 800,000
O-3B	12	Aurora Phase 3B – relocation of sewer main	\$ 2,000,000
Fircrest	20	Purchase & Upgrade Fircrest System	\$ 1,000,000
Total 21 year Capital Improvement Plan³			\$ 54,235,340

Notes:

1. Per agreement with SPU, District share of cost for increasing capacity for common sewer facilities south of the District's corporate boundary (N/NE 145th Street) is 40% of total project cost.
2. Assumed side sewers located every 50 feet along sewer main for replacement purposes.
3. Does not include Alternative AB cost

TABLE 8.2
RONALD WASTEWATER DISTRICT PROJECT SCHEDULE

YEARS 2010 - 2015

Project	Project Name	Funding Source	2010	2011	2012	2013	2014	2015
	Prior Year Authorized Projects	R/R	\$ 697,700					
G	Echo Lake Trunk Replacement	Bonds, GFC, R/R	\$ 1,546,300	\$ 1,100,000	\$ 1,000,000	\$ 995,000	\$ 1,100,000	\$ 1,300,000
U	Annual Sewer Replacement Projects	R/R	Annual					
V	Redesign of Administration Building	R/R	2010 \$ 150,000					
X	Lift Station No. 16 Improvements	R/R & PWTF	2010 \$ 245,000					
AE-AH	Misc. Admin Projects	R/R	2010 \$ 68,000					
AZ	Scanner-Hardware & Licensing	R/R	2010 \$ 17,340					
C	SR 99 Sanitary Sewer Improvements	Bonds, GFC, R/R		\$ 203,000				
H	NE 185th St Sanitary Sewer Improvements	Bonds, GFC, R/R		\$ 417,000				
W	Admin Building Remodel	R/R		\$ 1,000,000				
AI-AL	Misc. Admin Projects	R/R		\$ 75,000				
O-3A	Aurora Phase 3A - relocation of sewer main	Bonds, GFC, R/R		\$ 800,000	\$ 1,966,000			
K	Lago Place Sanitary Sewer Improvements	Bonds, GFC, R/R			\$ 30,000			
Y	Lift Station No. 8 Pre-design	R/R			\$ 40,000			
AM	Misc. Admin Projects	R/R			\$ 2,000,000			
O-3B	Aurora Phase 3B - relocation of sewer main	Bonds, GFC, R/R				\$ 831,000		
O	NE 170th St Sanitary Sewer Improvements	Bonds, GFC, R/R				\$ 520,000		
P	25th Avne NE Sanitary Sewer Improvements	Bonds, GFC, R/R				\$ 700,000		
Z	Lift Station No. 8 Design/Construction	R/R & PWTF				\$ 27,000		
AN	Misc. Admin Projects	R/R				\$ 1,000,000		
Fircrest	Purchase & Upgrade Fircrest System	R/R				\$ 1,097,000		
D	Carlyle Hall Road Sanitary Sewer Improvements	Bonds, GFC, R/R				\$ 1,517,000		
E	N 160th St & Fremont Place Sanitary Sewer Improvements	Bonds, GFC, R/R				\$ 30,000		
AC	Lift Station No. 9 Pre-design	R/R				\$ 25,000		
AO	Misc. Admin Projects	R/R						\$ 1,108,000
I	16th Ave NE/Perkins Way Sanitary Sewer Improvements	Bonds, GFC, R/R						\$ 500,000
AD	Lift Station No. 9 Design/Construction	R/R & PWTF						\$ 54,000
AP-AQ	Misc. Admin Projects	R/R						\$ 2,962,000
	Total		\$ 3,849,340	\$ 3,595,000	\$ 5,036,000	\$ 4,073,000	\$ 3,769,000	\$ 2,962,000



TABLE 8.2
RONALD WASTEWATER DISTRICT PROJECT SCHEDULE

YEARS 2016 - 2030

Project	Project Name	Funding Source	2016	2017	2018	2019	2020	2021-2030
N	11th Ave NE Sanitary Sewer Improvements	Bonds, GFC, R/R	\$ 1,792,000					
T	SPU Basin 23	Bonds, GFC, R/R	\$ 487,000					
U	Annual Sewer Replacement Projects	R/R & Bonds	\$ 1,400,000	\$ 1,400,000	\$ 1,400,000	\$ 1,400,000	\$ 1,400,000	\$ 14,000,000
AA	Lift Station No. 12 Pre-design	R/R	\$ 30,000					
AR-AS	Misc. Admin Projects	R/R	\$ 66,000					
J	Ballinger Way/15th Ave NE Sanitary Sewer Improvements	Bonds, GFC, R/R		\$ 444,000				
L	1st Ave NE Sanitary Sewer Improvements	Bonds, GFC, R/R		\$ 719,000				
R	SPU Basin 20	Bonds, GFC, R/R		\$ 162,000				
AB	Lift Station No. 12 Design/Construction	R/R & PWTF		\$ 650,000				
AT	Misc. Admin Projects	R/R		\$ 390,000				
A	Richmond Beach Drive Sanitary Sewer Improvements	GFC			\$ 757,000			
B	Lift Station No. 13 Improvements	GFC			\$ 2,020,000			
AU-AV	Misc. Admin Projects	R/R			\$ 51,000			
F	Aurora Ave N Sanitary Sewer Improvements	Bonds, GFC, R/R				\$ 831,000		
M	Basin 17 Sanitary Sewer Improvements	Bonds, GFC, R/R				\$ 1,305,000		
Q	SPU Basin 18	Bonds, GFC, R/R				\$ 84,000		
S	SPU Basin 21	Bonds, GFC, R/R				\$ 12,000		
AW-AY	Misc. Admin Projects	R/R				\$ 151,000		
	Total		\$ 3,775,000	\$ 3,765,000	\$ 4,228,000	\$ 3,783,000	\$ 1,400,000	\$ 14,000,000

U

RONALD WASTEWATER DISTRICT CAPITAL IMPROVEMENT PROJECT DESCRIPTION

PROJECT SUMMARY										
PROJECT LETTER & NAME A. RICHMOND BEACH DRIVE SANITARY SEWER IMPROVEMENTS				ESTIMATED PROJECT COST <div style="text-align: right;">\$ 757,000</div>						
PROJECT DESCRIPTION REPLACE APPROXIMATELY 1171 LF OF 8" GRAVITY SEWER MAIN AND SIDE SEWERS WITH 15" SEWER MAIN BY OPEN CUT AND PIPEBURSTING FROM MH A6021 TO A6041 TO CONNECTION AT KING COUNTY WASTEWATER.										
PROJECT BENEFIT/RATIONALE: THE PROJECT IS NECESSARY TO PROVIDE SUFFICIENT SEWER CAPACITY TO ALLOW PLANNED DEVELOPMENT IN THE DISTRICT. THE SCHEDULE FOR THIS PROJECT WILL BE COORDINATED WITH DEVELOPMENT OF THE POINT WELLS AREA OF THE DISTRICT.										
ENVIRONMENTAL IMPACTS THE PROJECT WILL REQUIRE SEPA REVIEW.										
PROGRAM FUNDING										
	2010	2011	2012	2013	2014	2015	2016	2017	2018	
PROJECT COST										757,000
FUNDING SOURCE										GFC

RONALD WASTEWATER DISTRICT CAPITAL IMPROVEMENT PROJECT DESCRIPTION

PROJECT SUMMARY									
<p>PROJECT LETTER & NAME B. LIFT STATION NO. 13 IMPROVEMENTS</p>	<p>ESTIMATED PROJECT COST \$ 2,020,000</p>								
<p>PROJECT DESCRIPTION INCREASE CAPACITY OF LIFT STATION NO. 13 TO 1,800 GPM. REPLACE 1300 LF OF EXISTING 8" DI FORCE MAIN WITH 12" FORCE MAIN.</p>									
<p>PROJECT BENEFIT/RATIONALE: THE PROJECT IS NECESSARY TO PROVIDE SUFFICIENT SEWER CAPACITY TO ALLOW PLANNED DEVELOPMENT IN THE DISTRICT. THE SCHEDULE FOR THIS PROJECT WILL BE COORDINATED WITH DEVELOPMENT OF THE POINT WELLS AREA OF THE DISTRICT.</p>									
<p>ENVIRONMENTAL IMPACTS THE PROJECT WILL REQUIRE SEPA REVIEW.</p>									
PROGRAM FUNDING									
	2010	2011	2012	2013	2014	2015	2016	2017	2018
PROJECT COST									2,020,000
FUNDING SOURCE									GFC

RONALD WASTEWATER DISTRICT CAPITAL IMPROVEMENT PROJECT DESCRIPTION

PROJECT SUMMARY									
<p>PROJECT LETTER & NAME ALT. AB POINT WELLS SANITARY SEWER IMPROVEMENTS</p>	<p>ESTIMATED PROJECT COST \$ 4,200,000</p>								
<p>PROJECT DESCRIPTION INSTALL APPROXIMATELY 10,500 LF OF 10" SEWER FORCE MAIN BY OPEN CUT TO TRANSPORT SEWAGE FROM POINT WELLS TO THE 24" SEWER MAIN LOCATED IN EDMONDS WAY (SR 104) IN EDMONDS. LIFT STATION NO. 13 WOULD BE MODIFIED TO ACCOMMODATE INCREASED FLOW AND TO ALLOW SEWAGE TO TRAVEL NORTH TO THE EDMONDS WASTEWATER TREATMENT PLANT.</p>									
<p>PROJECT BENEFIT/RATIONALE: THE PROJECT IS AN ALTERNATIVE TO PROPOSED PROJECTS A & B. THE PROJECT IS NECESSARY TO PROVIDE SUFFICIENT SEWER CAPACITY TO ALLOW PLANNED DEVELOPMENT IN THE DISTRICT. THE SCHEDULE FOR THIS PROJECT WILL BE COORDINATED WITH DEVELOPMENT OF THE POINT WELLS AREA OF THE DISTRICT.</p>									
<p>ENVIRONMENTAL IMPACTS THE PROJECT WILL REQUIRE SEPA REVIEW</p>									
PROGRAM FUNDING									
	2010	2011	2012	2013	2014	2015	2016	2017	2018
PROJECT COST									4,200,000
FUNDING SOURCE									BONDS, GFC, R/R

TABLE 3.6

**SPECIAL STUDY AREAS
POTENTIAL RESIDENTIAL CUSTOMER EQUIVALENTS**

Special Study Area	RCEs from increased residential population	RCEs from increased commercial population	Total RCEs
North City Business District	1,107	40	1,147
Ballinger	150	119	269
Briarcrest	127	14	141
Paramount	165	5	170
175th / Serpentine	32	0	32
Ridgecrest	234	55	289
Richmond Beach	217	102	319
Greenwood	0	30	30
Aurora Corridor	440	1,458	1,898
South Aurora Triangle	1,210	115	1,325
Fircrest	862	58	920
Shoreline Community College	513	0	513
Crista Campus	629	0	629
Point Wells	3,500	373	3,873
TOTAL	9,186	2,369	11,555



Under ultimate buildout for both Seattle and Ronald sewer basins, 7,611 feet of sewer mains in the SPU area are shown to be over capacity at King County's I/I rates. A single project for each basin was identified and included in Chapter 8. The timing of these projects will be dependent upon future communications between the District and the City of Seattle.

TABLE 7-1

**SUMMARY OF OVER-CAPACITY PIPE LENGTHS
BY BASIN IN THE SEATTLE DRAINAGE BASINS**

Basin	Length of Overcapacity Sewer Pipe, ft
18S	667
20S	1,444
21S	100
23S	5,400
Total	7,611

The remaining agreements are ongoing and have been summarized in the following descriptions. The following is a brief description of the existing agreements. Copies of the agreements described are available at the District office upon request.

DESCRIPTION OF AGREEMENTS

- November 16, 1959 - Mountlake Terrace - To provide for gravity disposal of sanitary sewage to Mountlake Terrace and RWD ULID 2, and eventual treatment by Edmonds.
- June 13, 1960 - Mountlake Terrace - Supplement to November 16, 1959 agreement.
- June 15, 1967 - Five Way Agreement - Agreement for sewer related facilities in an area outside of the city limits of Lake Forest Park but with the potential of someday being annexed by Lake Forest Park. METRO/Northeast Lake Washington Sewer District/City of Lake Forest Park/Lake City Sewer District/Ronald Wastewater District are all party to this agreement.
- April 15, 1968 - Mountlake Terrace - To provide for gravity disposal of sanitary sewage for area annexed to Mountlake Terrace, discharge to RWD System.
- * • September 16, 1968 - Olympic View Water District - To convey to Olympic View certain sewer lines along 90th Avenue West and 89th Place West, and permit Olympic View Water District to connect sewer stubs to and to discharge sewage into sewer trunk line owned and operated by RWD on Northwest 205th Street between Greenwood Avenue Northwest and Highway 99.



- November 6, 1969 - Metro - Delivery and acceptance of sewage, construction of facilities, connection to local sewerage facilities and payment for sewage disposal.



- September 21, 1970 - Olympic View Water District - To provide for gravity disposal of sanitary sewage to Olympic View Water District from RWD in area within RWD, south of 244th Street Southwest (Northwest 205th Street) between Greenwood Avenue Northwest and westerly of 5th Avenue Northwest to the City of Edmonds for treatment.
- January 7, 1971 - Hidden Lake Overflow Agreement, Metro - Provides for joint use emergency overflow.
- June 21, 1971 - Highlands Sewer District - Joint use agreement for pumping facilities known as Ronald Wastewater District's Lift Station No. 5 providing pumpage for Highlands wastewater.
- October 4, 1971 - Mountlake Terrace - To establish ownership and operating responsibility for certain sewer lines, provide for treatment of sewage for portion of RWD's lines south of the King County/Snohomish boundary.
- February 18, 1975 - City of Seattle - (Supercedes Lake City Sewer District Agreement dated December 16, 1959) - To clarify responsibility for continued maintenance and operation of sewers abutting the jurisdictional boundaries of each municipality.
- May 16, 1977 - Northeast Lake Washington Sewer District - To provide Horizon Hills with sanitary sewer service by gravity flow into the systems of both Northeast Lake Washington Sewer District and Ronald Wastewater District.
- August 5, 1985 - King County Sewer District No. 3 - To transfer the Richmond Beach Sewer System owned and operated by King County to RWD for ownership and operation.
- May 16, 1988 - City of Edmonds - To provide conditions and terms for component agencies serving to Edmonds, including RWD, to participate in the cost of the upgrade of the Edmonds plant to secondary treatment, based on allocated capacity; and to continue to pay for operation and maintenance costs for ULID 2 and transfer responsibility for Metering Station B to the City of Edmonds from Mountlake Terrace.
- September 15, 1989 - METRO - To provide conditions and terms for METRO to use an existing casing and highway crossing under the freeway previously constructed by RWD through a franchise with the State Department of Transportation in return for METRO replacing a deteriorated District sewer line at METRO's cost, located on N.E. 195 Street between Manhole Nos. 20 and 157.



- November 25, 1991 – Town of Woodway - To provide conditions and terms to allow the Town of Woodway to discharge sanitary sewage into the District's facilities.
- August 14, 1995 – City of Shoreline Ordinance, No. 45 – Franchise agreement between Waste Management, Rabanco Companies, Seattle City Light, Shoreline Water District #42, Ronald Wastewater District, Chambers Cable and Washington Natural Gas Company to provide operation of public service businesses in the City of Shoreline.
- May 13, 1996 – City of Shoreline Ordinance, No. 82 – Establishing minimum requirements and procedures for the underground installation of electric and communication facilities within Shoreline. This ordinance names RWD as being exempt from the joint trench requirement as specified in this ordinance.
- May 28, 1996 – City of Shoreline Ordinance, No. 83 – Establishing minimum requirements, procedures, and application information for franchise and right-of-way use agreements within Shoreline.
- August 13, 1997 – City of Shoreline - Interlocal agreement between the City and RWD relating to sanitary sewer service within Shoreline City Limits.
- February 6, 2001 – City of Shoreline – Stream and Wetland Inventory and Assessment Project Utilities Cooperative Agreement between the City and Ronald Wastewater District to have joint and cooperative efforts in a City-wide study of stream, wetland and fisheries assessment.
- October 1, 2001 – City of Seattle – Wastewater Facilities Use Agreement – Transferring the wastewater facilities and installations north of NE 145th St. located within LFP and Shoreline to RWD. Wastewater is conveyed from this area to Seattle mainlines south of NE 145th St. to King County.
- November 8, 2001 – City of Lake Forest Park Resolution No. 657 – Resolution authorizing support for the annexation of property inside the City of Lake Forest Park sewer service boundary to RWD.
- October 22, 2002 – City of Shoreline – Interlocal Operating agreement between the City of Shoreline and Ronald Wastewater District relating to sanitary sewer services within Shoreline City Limits.
- October 22, 2002 – City of Shoreline Ordinance, No. 306 – Granting Ronald Wastewater District a non-exclusive franchise to construct, maintain, operate, replacement and repair a sanitary sewer system within public rights-of-way of the City of Shoreline, Washington.
- December 30, 2002 – City of Lake Forest Park Resolution 754 – Agreement to transfer wastewater assets and services located within the city limits from Ronald



Wastewater District to the City of Lake Forest Park. These properties include those that had previously been owned by the City of Seattle and other parcels which have not been owned by the City of Seattle.

- March 13, 2003 - City of Lake Forest Park – Operation and Maintenance agreement to transfer units along the border between Shoreline and Lake Forest Park. Eighty two units within Ronald Wastewater District corporate limits can be served by gravity by the City of Lake Forest Park where as 80 units within the City of Lake Forest Park can be served by gravity by Ronald Wastewater District.
- X • December 14th, 2005 – Olympic View Water and Sewer District (OVWSD)- Updating the 1992 agreement with the town of Woodway as OVWSD was now the town's sewer service provider.



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

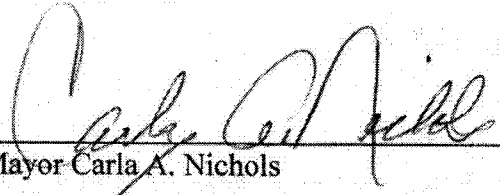
IV. MISCELLANEOUS PROVISIONS

- 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 1st DAY OF MARCH, 2004

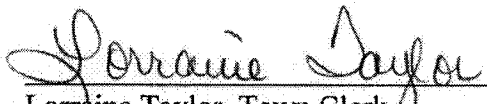
TOWN OF WOODWAY

By:




Mayor Carla A. Nichols

ATTEST/AUTHENTICATED:

By: 

Lorraine Taylor, Town Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

By: 

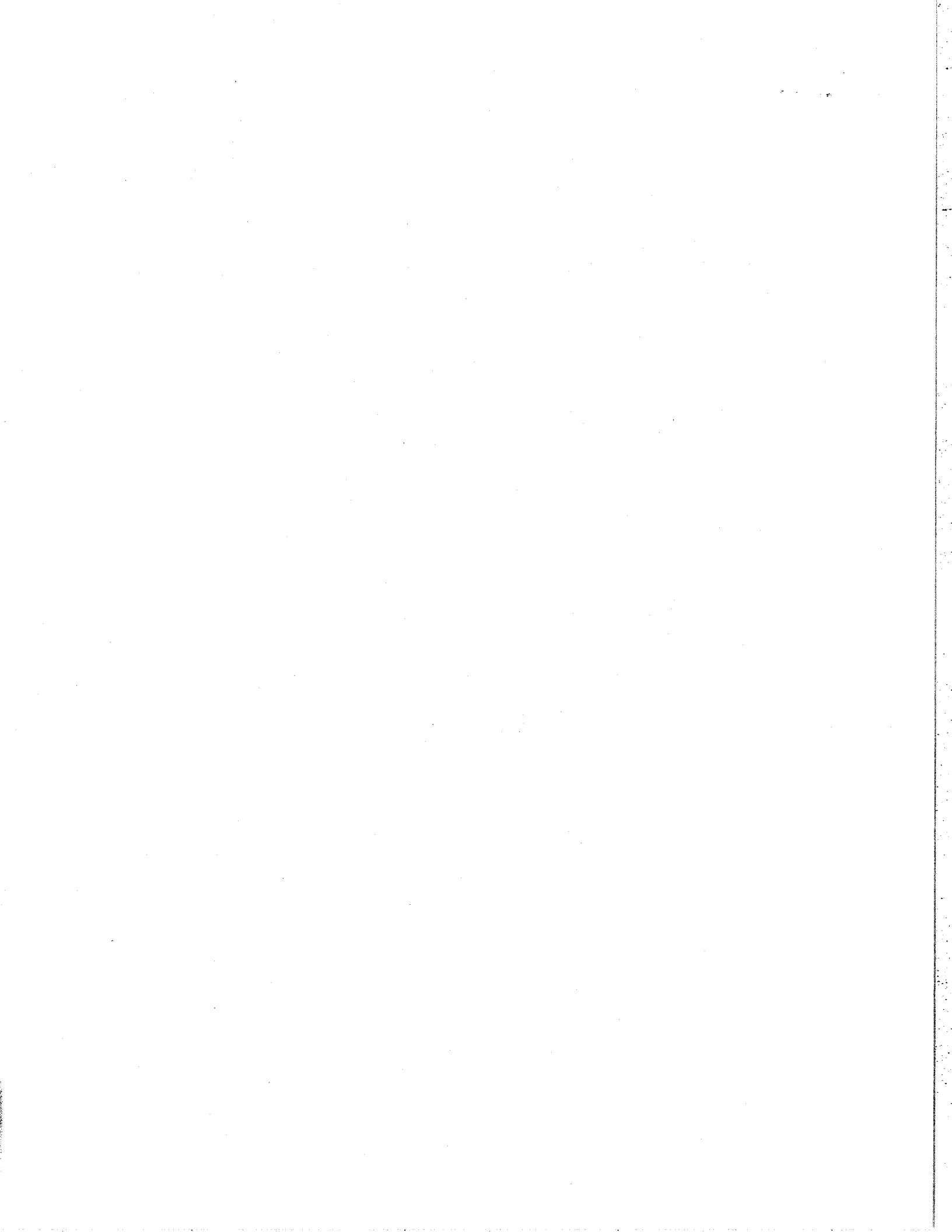
Wayne D. Fanaka

OLYMPIC VIEW WATER & SEWER DISTRICT:

By: Patricia Meeker
Patricia Meeker, President

APPROVED AS TO FORM:

By: Ally Washburn
District Counsel



ATTACHMENT A

ORDINANCE NO. 04-435

AN ORDINANCE OF THE TOWN OF WOODWAY, WASHINGTON, GRANTING UNTO OLYMPIC VIEW WATER AND SEWER DISTRICT, A MUNICIPAL CORPORATION OF THE STATE OF WASHINGTON, THE RIGHT, PRIVILEGE, AUTHORITY AND NONEXCLUSIVE FRANCHISE, TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE AND REPAIR SEWER AND WATER SYSTEMS, IN, ACROSS, OVER, ALONG, UNDER, THROUGH AND BELOW THE PUBLIC RIGHTS-OF-WAY OF THE TOWN OF WOODWAY, WASHINGTON.

WHEREAS, Olympic View Water and Sewer District, ("Olympic View") has requested that the Town Council grant it a nonexclusive franchise to operate a sewer and water system in the Town, and

WHEREAS, the Town Council has the authority to grant franchises for the use of its streets and other public properties (RCW 35A.47.040), NOW, THEREFORE,

THE TOWN COUNCIL OF THE TOWN OF WOODWAY, WASHINGTON,
DO ORDAIN AS FOLLOWS:

Section 1. Franchise Granted. Pursuant to RCW 35A.47.040, the Town of Woodway, a Washington municipal corporation (hereinafter the "Town"), hereby grants to Olympic View, a municipal corporation organized under the laws of the State of Washington, subject to the terms and conditions hereinafter set forth, a franchise beginning on the effective date of this ordinance, set forth in Section 24 herein. The term of the franchise shall be for a term of twenty-five (25) years; provided, however, that the Town shall have the right to terminate this franchise should the Town choose to resume sanitary sewer operations as provided

in paragraph III C of the Agreement to Transfer Sewer Facilities, dated March 1, 2004. This franchise shall grant Olympic View the right, privilege and authority to construct, operate, maintain, replace, and repair all necessary facilities for sanitary sewer and water service in, under, on, across, over, through, along or below the public rights-of-way located in the Town of Woodway, as approved under Town permits issued pursuant to this franchise and applicable Town codes and regulations. Public "rights-of-way" as used herein means all public streets, roads, alleys and highways of the Town as now or hereafter laid out, platted, dedicated or improved.

Section 2. Non-Exclusive Franchise Grant. This franchise is granted upon the express condition that it shall not in any manner prevent the Town from granting other or further franchises in, along, over, through, under, below or across any of said rights-of-way. Such franchise shall in no way prevent or prohibit the Town from using any of said roads, streets or other public properties or affect its jurisdiction over them or any part of them, and the Town shall retain power to make all necessary changes, relocations, repairs, maintenance, establishment, improvement, dedication of same as the Town may deem fit, including the dedication, establishment, maintenance, and improvement of all new rights-of-ways, thoroughfares and other public properties of every type and description.

Section 3. Franchise Fee. There shall be no franchise fee at the time of passage of this Ordinance and for at least seven years thereafter; provided, however, that after said seven years, if Franchisee is paying a franchise fee to any other governmental agency, the Town may impose a similar franchise fee and may modify such franchise fee by later legislative action. The franchise fee shall not exceed the highest rate paid by Olympic View to any other governmental

agency for similar use of the right of way.

Section 4. Relocation of Sewer and Water System Facilities.

4.1 Olympic View agrees and covenants at its sole cost and expense, to protect, support, temporarily disconnect, relocate or remove from any street any of its installations when so required by the Town by reason of traffic conditions or public safety, dedications of new rights-of-way and the establishment and improvement thereof, widening and improvement of existing rights-of-way, street vacations, freeway construction, change or establishment of street grade, or the construction of any public improvement or structure by any governmental agency acting in a governmental capacity.

4.2 Any condition or requirement imposed by the Town upon any person or entities (including, without limitation, any condition or requirement imposed pursuant to any contract or in conjunction with approvals for permit for zoning, land use, construction or development) which reasonably necessitates the relocation of Olympic View's facilities within the franchise area shall be a required relocation for purposes of subsection 4.1 above.

4.3 If the Town determines that the project necessitates the relocation of Olympic View's then existing facilities, the Town shall:

- A. At least sixty (60) days prior to the commencement of such improvement project, provide Olympic View with written notice requiring such relocation; and
- B. Provide Olympic View with copies of pertinent portions of the plans and specifications for such improvement project and a proposed location for Olympic View's facilities so that Olympic

View may relocate its facilities in other Town rights-of-way in order to accommodate such improvement project.

- C. After receipt of such notice and such plans and specifications, Olympic View shall complete relocation of its facilities at least ten (10) days prior to commencement of the Town's project at no charge or expense to the Town. Relocation shall be accomplished in such a manner as to accommodate the Town's project.

4.4 Olympic View may, after receipt of written notice requesting a relocation of its facilities, submit to the Town written alternatives to such relocation. The Town shall evaluate such alternatives and advise Olympic View in writing if one or more of the alternatives is suitable to accommodate the work which would otherwise necessitate relocation of the facilities. If so requested by the Town, Olympic View shall submit additional information to assist the Town in making such evaluation. The Town shall give each alternative proposed by Olympic View full and fair consideration. In the event the Town ultimately determines that there is no other reasonable or feasible alternative, Olympic View shall relocate its facilities as otherwise provided in this Section. The provisions of this Section shall survive the expiration or termination of this franchise agreement.

4.5 The provisions of this Section shall in no manner preclude or restrict Olympic View from making any arrangements it may deem appropriate when responding to a request for relocation of its facilities by any person or entity other than the Town, where the facilities to be constructed by said person or entity are not or will not become Town-owned, operated or maintained facilities, provided that such arrangements do not unduly delay a Town

construction project.

Section 5. Maps and Records. After construction of new facilities in the Town rights-of-way, and as a condition of this franchise, Olympic View shall provide to the Town upon request and at no cost, a copy of all as-built plans, maps and records revealing the final location and condition of its facilities within the public rights-of-way and public places.

Section 6. Excavations. During any period of relocation, construction or maintenance, all work performed by Olympic View or its contractors shall be accomplished in a safe and workmanlike manner, to minimize interference with the free passage of traffic and the free use of adjoining property, whether public or private. Olympic View shall at all times post and maintain proper barricades and comply with all applicable safety regulations during such period of construction as required by the ordinances of the Town or the laws of the State of Washington, including RCW 39.04.180 for the construction of trench safety systems.

Whenever Olympic View shall excavate in any public rights-of-way for the purpose of installation, construction, repair, maintenance or relocation of its facilities, it shall secure from the Town the permit(s) to do so and, in addition, shall give the Town at least five (5) working days prior notice of its intent to commence work in the public rights-of-way. In no case shall any work commence within any public rights-of-way without the required permit(s), except as otherwise provided in this franchise ordinance.

If either the Town or Olympic View shall at any time plan to make excavations in any area covered by this franchise and as described in this Section, the party planning such excavation shall afford the other, upon receipt of a written request to do so, an opportunity to share such excavation, **PROVIDED THAT:**

- A. Such joint use shall not unreasonably delay the work of the party causing the excavation to be made;
- B. such joint use shall be arranged and accomplished on terms and conditions satisfactory to both parties; and
- C. either party may deny such request for safety reasons. The provisions of this Section shall survive the expiration or termination of this franchise agreement.

Section 7. Restoration after Construction. Olympic View shall, after abandonment approved under Section 14 herein, or installation, construction, relocation, maintenance or repair of its facilities within the franchise area, restore the surface of the rights-of-way to at least the same condition the property was in immediately prior to any such installation, construction, relocation, maintenance or repair. The Mayor, or his designee, shall have final approval of the condition of such streets and public places after restoration. All concrete encased monuments which have been disturbed or displaced by such work shall be restored pursuant to all federal, state and local standards and specifications. Olympic View agrees to promptly complete all restoration work and to promptly repair any damage caused by such work to the franchise area or other affected area at its sole cost and expense. The provisions of this Section shall survive the expiration, revocation or termination by other means of this franchise.

Section 8. Emergency Work -- Permit Waiver. In the event of any emergency in which any of Olympic View's facilities located in or under any street breaks becomes damaged,

or if Olympic View's construction area is otherwise in such a condition as to immediately endanger the property, life, health or safety of any individual, Olympic View shall immediately take the proper emergency measures to repair its facilities, to cure or remedy the dangerous conditions for the protection of property, life, health or safety of individuals without first applying for and obtaining a permit as required by this franchise. However, this shall not relieve Olympic View from the requirement of obtaining any permits necessary for this purpose, and Olympic View shall apply for all such permits no later than the next succeeding day during which the Woodway Town Hall is open for business.

Section 9. Dangerous Conditions, Authority for Town to Abate. Whenever the construction, installation or excavation of facilities authorized by this franchise has caused or contributed to a condition that appears to substantially impair the lateral support of the adjoining street or public place, or endangers the public, an adjoining public place, street utilities or Town property, the Mayor, or designee may direct Olympic View, at Olympic View's own expense, to take actions to protect the public, adjacent public places, Town property or street utilities, and such action may include compliance within a prescribed time.

In the event that Olympic View fails or refuses to promptly take the actions directed by the Town, or fails to fully comply with such directions, or if emergency conditions exist which require immediate action, before the Town can timely contact Olympic View to request Olympic View affect the immediate repair, the Town may enter upon the property and take such actions as are necessary to protect the public, the adjacent streets, or street utilities, or to maintain the lateral support thereof, or actions regarded as necessary safety precautions, and Olympic View shall be liable to the Town for the costs thereof. The provisions of this Section

shall survive the expiration, revocation or termination of this franchise.

Section 10. Indemnification. Olympic View hereby releases, covenants not to bring suit and agrees to indemnify, defend and hold harmless the Town, its officers, employees, agents and representatives from any and all claims, costs, judgments, awards or liability to any person, including claims by Olympic View's own employees for which Olympic View might otherwise be immune under Title 51 RCW, for injury or death of any person or damage to property caused by or arising, in whole or in part, out of the acts or omissions of Olympic View, its agents, servants, officers or employees in the performance of this franchise, and any rights granted hereunder.

Inspection or acceptance by the Town of any work performed by Olympic View at the time of completion of construction shall not be grounds for avoidance by Olympic View of any of its obligations under this Section. Said indemnification obligations shall extend to claims which are not reduced to a suit and any claims which may be compromised prior to the culmination of any litigation or the institution of any litigation.

In the event that Olympic View refuses the tender of defense in any suit or any claim, said tender having been made pursuant to the indemnification provision contained herein, and said refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter), to have been a wrongful refusal on the part of Olympic View, then Olympic View shall pay all of the Town's costs for defense of the action, including all expert witness fees, costs, and attorney's fees, including costs and fees incurred in recovering under this indemnification provision.

In the event of liability for damages arising out of bodily injury to persons or

damages to property caused by or resulting from the concurrent negligence of Olympic View and the Town, its officers, employees and agents, Olympic View's liability hereunder shall be only to the extent of Olympic View's negligence. It is further specifically and expressly understood that the indemnification provision provided herein constitutes Olympic View's waiver of immunity under Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this Section shall survive the expiration or termination of this franchise agreement.

Section 11. Insurance. Olympic View shall procure and maintain for the duration of the franchise, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the exercise of the rights, privileges and authority granted hereunder to Olympic View, its agents, representatives or employees. Olympic View shall provide a copy of a Certificate of Insurance to the Town for its inspection prior to the adoption of this franchise ordinance, and such insurance certificate shall evidence a policy of insurance that includes:

- A. Automobile Liability insurance with limits no less than \$1,000,000 Combined Single Limit per occurrence for bodily injury and property damage; and
- B. Commercial General Liability insurance, written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products and completed operations;

broad form property damage; explosion, collapse and underground (XCU); and employer's liability.

Olympic View may satisfy the requirements of this section by a self-insurance program or membership in an insurance pool providing substantially the same coverage as set forth above.

Section 12. Modification. The Town and Olympic View hereby reserve the right to alter, amend or modify the terms and conditions of this franchise upon written agreement of both parties to such alteration, amendment or modification.

Section 13. Forfeiture and Revocation. If Olympic View willfully violates or fails to comply with any of the provisions of this franchise, or through willful misconduct or gross negligence fails to heed or comply with any notice given Olympic View by the Town under the provisions of this franchise, then Olympic View shall, at the election of the Woodway Town Council, forfeit all rights conferred hereunder and this franchise may be revoked or annulled by the Council after a hearing held upon notice to Olympic View.

Section 14. Remedies to Enforce Compliance. The Town may elect, in lieu of the above and without any prejudice to any of its other legal rights and remedies, to obtain an order from the superior court having jurisdiction compelling Olympic View to comply with the provisions of this Ordinance and to recover damages and costs incurred by the Town by reason of Olympic View's failure to comply. In addition to any other remedy provided herein, the Town reserves the right to pursue any remedy to compel or force Olympic View and/or its successors and assigns to comply with the terms hereof, and the pursuit of any right or remedy by the Town shall not prevent the Town from thereafter declaring a forfeiture or revocation for

breach of the conditions herein.

Section 15. Town Ordinances and Regulations. Nothing herein shall be deemed to restrict the Town's ability to adopt and enforce all necessary and appropriate ordinances regulating the performance of the conditions of this franchise, including any valid ordinance made in the exercise of its police powers in the interest of public safety and for the welfare of the public. In the event of a conflict between the provisions of this Franchise and any other ordinance(s) enacted under the Town's police power authority, such other ordinance(s) shall take precedence over the provisions set forth herein.

Section 16. Cost of Publication. The cost of the publication of this Ordinance shall be borne by Olympic View.

Section 17. Acceptance. Within sixty days after the passage and approval of this Ordinance, this franchise may be accepted by Olympic View by its filing with the Town Clerk an unconditional written acceptance thereof. Failure of Olympic View to so accept this franchise within said period of time shall be deemed a rejection thereof by Olympic View, and the rights and privileges herein granted shall, after the expiration of the sixty day period, absolutely cease and determine, unless the time period is extended by ordinance duly passed for that purpose.

Section 18. Survival. All of the provisions, conditions and requirements of Sections 4, Relocation of Sewer and Water Facilities; 6, Excavation; 7, Restoration after Construction; 9, Dangerous Conditions; and 10, Indemnification; of this franchise shall be in addition to any and all other obligations and liabilities Olympic View may have to the Town at common law, by statute, or by contract, and shall survive the Town's franchise to Olympic View for the use of the areas mentioned in Section 1 herein, and any renewals or extensions thereof.

All of the provisions, conditions, regulations and requirements contained in this franchise Ordinance shall further be binding upon the heirs, successors, executors, administrators, legal representatives and assigns of Olympic View and all privileges, as well as all obligations and liabilities of Olympic View shall inure to its heirs, successors and assigns equally as if they were specifically mentioned wherever Olympic View is named herein.

Section 19. Termination. This franchise shall automatically terminate prior to the term if Olympic View is found to be in breach of any agreement arising out of the transfer of the Town's sewer facilities and the Town elects to resume operations of a sewer utility.

Section 20. Assignment. This franchise may not be assigned or transferred without the written approval of the Town, except Olympic View may freely assign this agreement in whole or in part to a parent, subsidiary, or affiliated corporation or as part of any corporate financing, reorganization or refinancing. In the case of transfer or assignment as security by mortgage or other security instrument in whole or in part to secure indebtedness, such consent shall not be required unless and until the secured party elects to realize upon the collateral. Olympic View shall provide prompt, written notice to the Town of any such assignment.

Section 21. Notice. Any notice or information required or permitted to be given to the parties under this franchise agreement may be sent to the following addresses unless otherwise specified:

TOWN OF WOODWAY
23920 113th Pl. W.
Woodway, WA 98020

OLYMPIC VIEW WATER & SEWER DISTRICT
23725 Edmonds Way
Edmonds, WA 98026

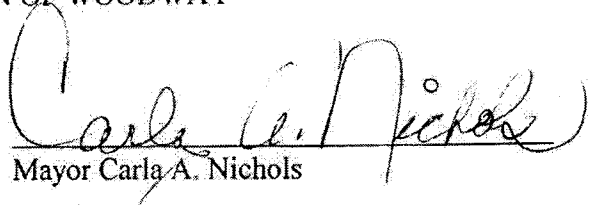
Section 22. Voluntary Hookup. Olympic View acknowledges and agrees that all connections to the sanitary sewer system in the franchise area are and shall remain voluntary unless required by law.

Section 23. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance unless such invalidity or unconstitutionality materially alters the rights, privileges, duties, or obligations hereunder, in which event either party may request renegotiation of those remaining terms of this franchise materially affected by such courts' ruling.

Section 24. Effective Date. This ordinance has been passed at least five days after its introduction and by a majority of the entire Town Council. This ordinance, being an exercise of a power specifically delegated to the Town legislative body, is not subject to referendum, and shall take effect on April 1, 2004, after passage and publication of an approved summary thereof consisting of the title.

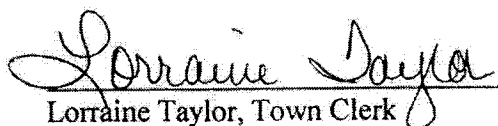
TOWN OF WOODWAY

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

FILED WITH THE TOWN CLERK:
PASSED BY THE TOWN COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO. 04-435

ACCEPTANCE OF FRANCHISE

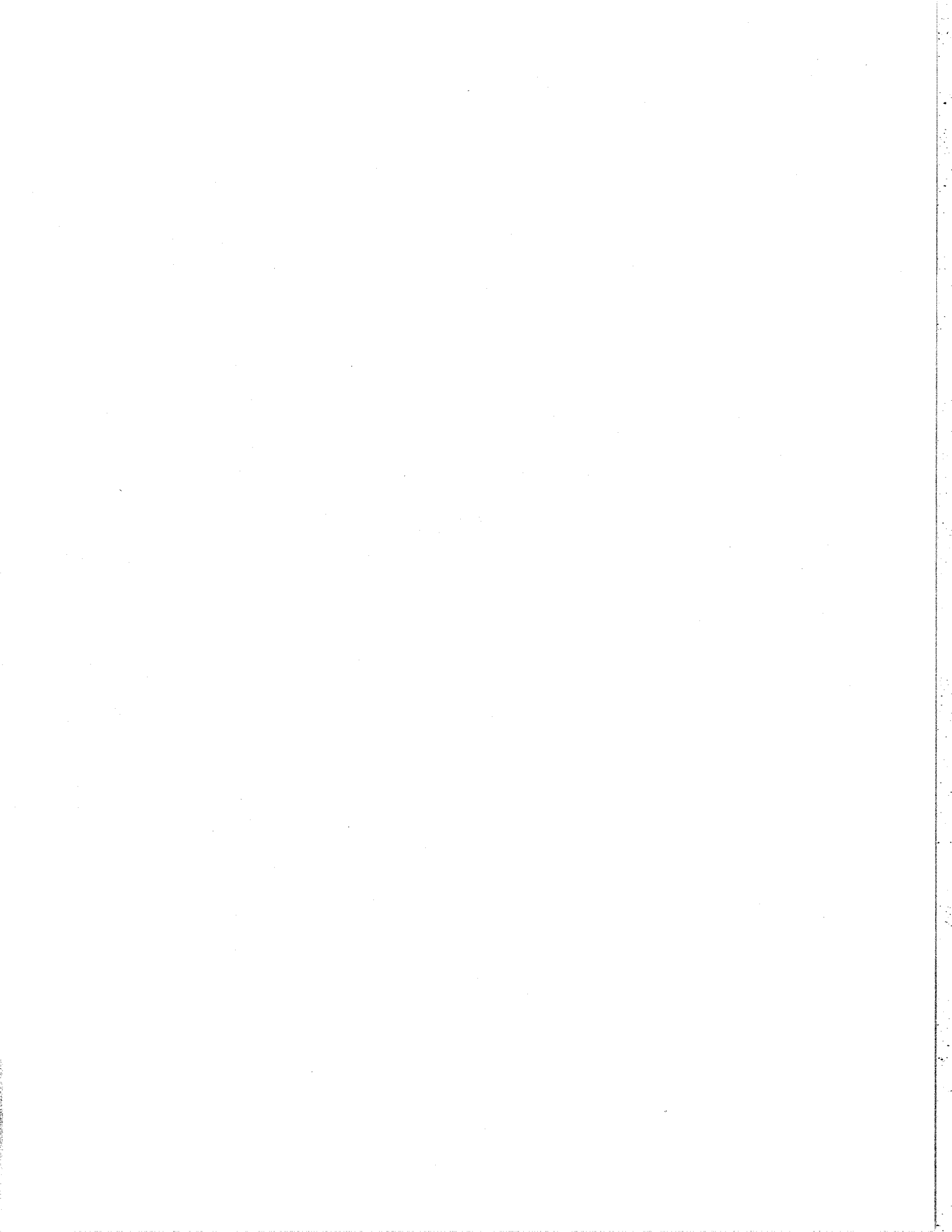
The undersigned authorized representative of Olympic View Water District hereby declares on behalf of Olympic View Water & Sewer District, the acceptance of the nonexclusive franchise to Olympic View Water & Sewer District approved by the Woodway Town Council on March 1, 2004, by the adoption of Woodway Town Ordinance No.04-435.

DATED this 1st day of March, 2004

OLYMPIC VIEW WATER DISTRICT

By: Patricia Hedrick

Its: Commissioner
President of OVS&SD Board



RECEIVED
AUG 20 2004
OLYMPIC VIEW
WATER & SEWER DISTRICT

**ASSIGNMENT OF AGREEMENTS BY
TOWN OF WOODWAY TO
OLYMPIC VIEW WATER AND SEWER DISTRICT**

IT IS HEREBY AGREED by and between the Town of Woodway, a municipal corporation, hereinafter referred to as "Woodway" and Olympic View Water and Sewer District, a municipal corporation, hereinafter referred to as "Olympic View" as follows:

WHEREAS, pursuant to the transfer of the Town of Woodway's sanitary sewer system to Olympic View, the Town of Woodway has agreed to assign its rights and responsibilities in the existing contracts with the Municipality of Metropolitan Seattle (King County) and with Shoreline Wastewater Treatment District (Ronald Wastewater Management District);

NOW THEREFORE, in consideration of the mutual promises herein, the parties agree as follows:

The Town of Woodway assigns the following agreements to Olympic View, in accordance with the Transfer Agreement dated March 1, 2004, and subject to all terms contained therein, which assignment Olympic View by this agreement accepts:

Municipality of Metropolitan Seattle
Agreement for Sewage Disposal
September 15, 1989

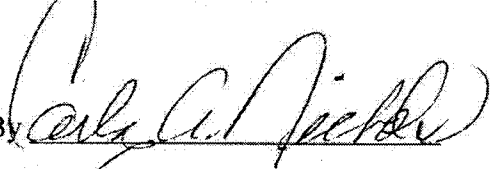
Shoreline Wastewater Management
District
A/k/a Ronald Sewer District
Relating To The Use Of The
District's Sewers
November 20, 1991

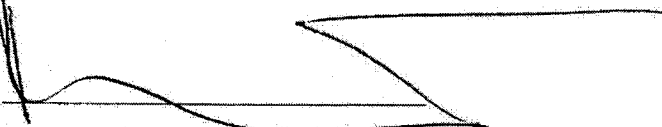
Municipality of Metropolitan Seattle
Amendment to Agreement for Sewage
Disposal
October 2, 1992

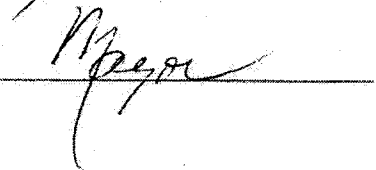
DATED this 16th day of August, 2004.

TOWN OF WOODWAY

OLYMPIC VIEW WATER AND SEWER
DISTRICT

By 

By 

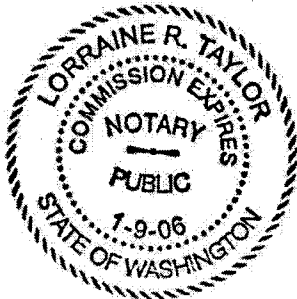
Title: 

Title: GENERAL MANAGER

STATE OF WASHINGTON)
)ss
COUNTY OF SNOHOMISH)

On this day personally appeared before me Carla A. Nichols, the Mayor of the Town of Woodway, a municipal corporation, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

2004. GIVEN under my hand and official seal this 16th day of August.

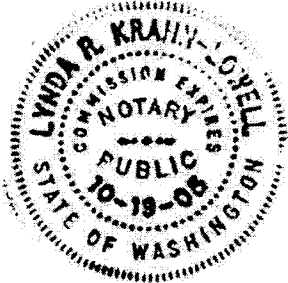


Lorraine Taylor
Notary Public in and for the State of
Washington, residing at Lynnwood, WA
My appointment expires: 1-09-06

STATE OF WASHINGTON)
)ss
COUNTY OF SNOHOMISH)

On this day personally appeared before me Roger C. Eberhart, the General Manager of Olympic View Water And Sewer District, a municipal corporation, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

2004. GIVEN under my hand and official seal this 23 day of August.



Lynda R. Krahn-Lorell
Notary Public in and for the State of
Washington, residing at Edmonds
My appointment expires: 10-19-05

ATTACHMENT B

INTERLOCAL AGREEMENT FOR COLLECTION OF SEWER CONNECTION CHARGES

THIS Interlocal Agreement is made between the Town of Woodway, Washington, hereafter referred to as "Woodway", and Olympic View Water & Sewer District, hereafter referred to as "Olympic View",

WHEREAS, on December 1, 1997, Woodway passed Ordinance No. 97-332 which imposed sewer connection charges for certain described properties located within Woodway for metro side sewer lots and tributary lots, and

WHEREAS, the parties have entered into an agreement to transfer sanitary sewer facilities whereby Woodway is transferring to Olympic View all sanitary sewer facilities owned by Woodway and located within Woodway, and

WHEREAS, the parties have agreed that notwithstanding this transfer of facilities, Woodway will continue to collect and retain the sewer connection charges established by Ordinance No. 97-332, and

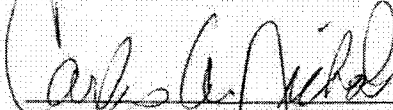
WHEREAS, the parties desire to implement this understanding by means of this Interlocal Agreement, NOW, THEREFORE,

In consideration of mutual benefits the parties agree as follows:

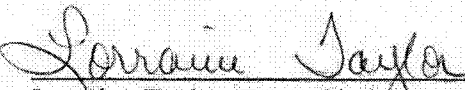
1. Woodway shall continue to collect and retain those sewer connection charges established by Ordinance No. 97-332 from the metro side sewer lots and the tributary lots as more specifically described in said ordinance.
2. In the event that it is determined Olympic View should be the entity that should collect these fees, Olympic View agrees to collect the sewer connection charges established by Ordinance No. 97-332 from those lots that connect on to the sanitary sewer system as described in said ordinance. Olympic View agrees to transmit all the fees thus collected to Woodway.
3. This Agreement shall continue in effect until all properties subject to the sewer charge have paid.
4. This Interlocal Agreement shall be administered by the Mayor of Woodway and the Manager of Olympic View.
5. This Interlocal Agreement shall be filed with the Snohomish County Auditor pursuant to RCW 39.34.040.

DATED this 1st day of March, 2004.

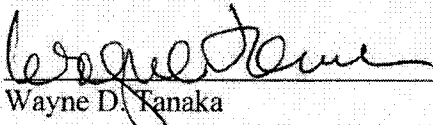
TOWN OF WOODWAY

By: 
Mayor Carla A. Nichols


ATTEST/AUTHENTICATED:

By: 
Lorraine Taylor, Town Clerk

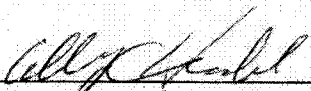
APPROVED AS TO FORM:
OFFICE OF THE TOWN ATTORNEY:

By: 
Wayne D. Yanaka

OLYMPIC VIEW WATER & SEWER
DISTRICT

By: 
Patricia Meeker, President

APPROVED AS TO FORM:

By: 
Attorney for Olympic View Water & Sewer District

ORDINANCE NO. 6781

AN ORDINANCE authorizing the transfer of a sewer system from Sewerage and Drainage District No. 3 and 3.1 to King County.

PREAMBLE:

The Council of King County finds that the transfer of the sanitary sewer system operated by King County Sewerage and Drainage District No. 3 and 3.1 to King County 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 County Executive is hereby authorized to execute the attached agreement transferring the sanitary sewer system operated by King County Sewerage and Drainage District No. 3 and 3.1 to King County.

SECTION 2. The County Executive is also 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 attached agreement.

INTRODUCED AND READ for the first time this 30th day of April, 1984.

PASSED this 14th day of May, 1984.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Gary Grant
Chairman

ATTEST:

Dorothy M. Owens
Clerk of the Council

APPROVED this 22nd day of May, 1984.

Randy Redden
King County Executive

6781



King County Executive
Randy Revelle
Department of Public Works
Donald J. LaBelle, Director


TO WHOM IT MAY CONCERN:

By Resolution No. 7635, dated March 4, 1940, the King County Commissioners appointed the County Road Engineer as Supervisor of King County Sewerage and Drainage District No. 3 and delegated to him the governing authority for the District, as provided in RCW 85.08.300. Since the time of that appointment and delegation, the general duties of the King County Road Engineer have been assigned, in part, to the Director of the King County Department of Public Works. These positions share the function of governing the District.

In our capacity as governing authority for the District, we have reviewed the proposed transfer and the terms and conditions of the transfer agreement which is attached. We find that this transfer and agreement are in the public interest and conducive to the public health, safety, welfare and convenience and hereby approve of its execution.

Dated this 12th day of April, 1984.


DONALD J. LABELLE
Director of Public Works


PAUL C. HOOPER, P.E.
County Road Engineer

sewer lines, manholes, side sewers, lift stations and necessary appurtenances.

4. In addition to the physical components of the sanitary sewer system itself, the District owns certain maintenance and office equipment and supplies, described in Addendum B, which is attached hereto and incorporated herein by this reference.

5. The District is responsible for certain bonded indebtedness described more fully in Addendum C, which is attached hereto and incorporated herein by this reference.

6. The District owns certain easements of record which permit it to construct and maintain its facilities on private property.

7. The King County Council, in its Ordinance No. _____, has found that transfer to the County of the sewer facilities and other assets as well as the indebtedness of the District would be in the public interest and conducive to the public health, safety, welfare and convenience.

8. The District, by and through the Director of the County Department of Public Works and County Road Engineer, has also found, by letter dated _____, that such a transfer would be in the public interest and conducive to the public health, safety, welfare and convenience.

NOW THEREFORE, the parties hereto agree as follows:

A. All sanitary sewer lines, manholes, side sewers, lift stations, and necessary appurtenances owned by the District shall

SEWERAGE GENERAL PLAN
FOR
RICHMOND BEACH
KING COUNTY SEWER UTILITY
DEPARTMENT OF PUBLIC WORKS

FEBRUARY, 1984

ADDENDUM A

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Richmond Beach Sewerage and Drainage
District No. 3

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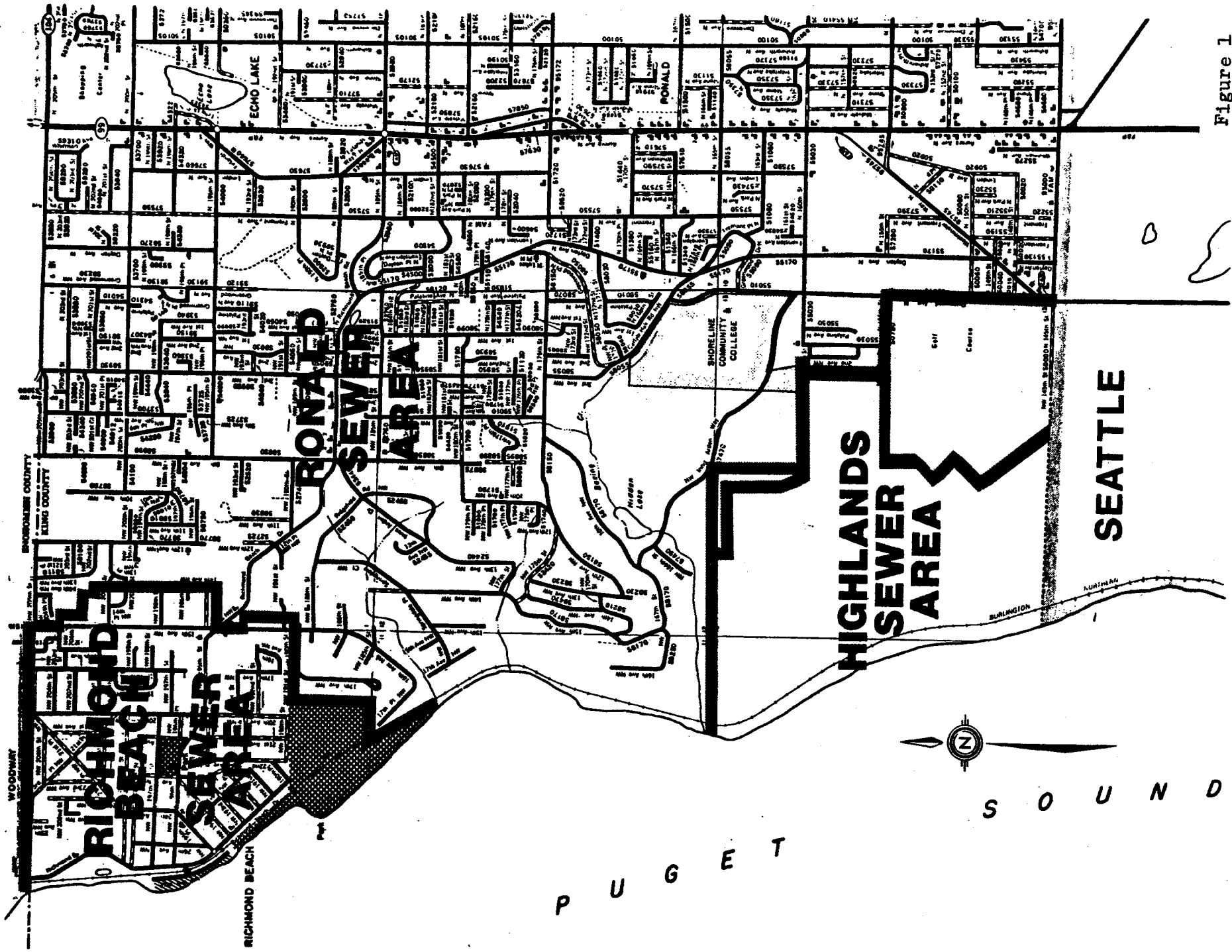
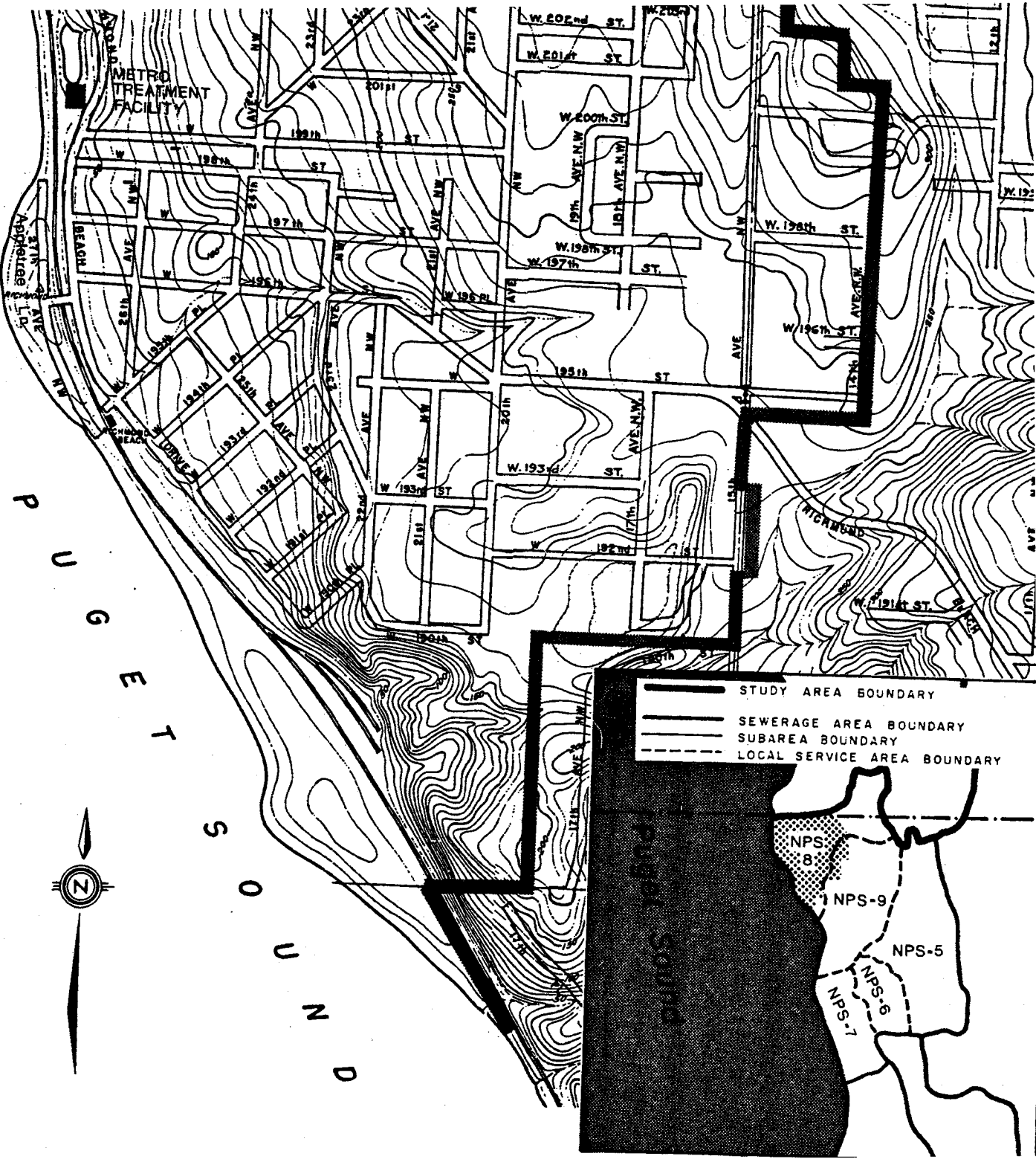






Figure 1

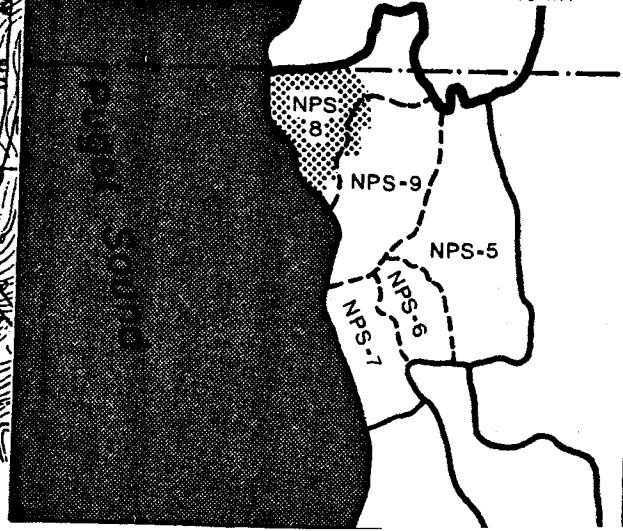


METRO
TREATMENT
FACILITY

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-  STUDY AREA BOUNDARY
-  SEWERAGE AREA BOUNDARY
-  SUBAREA BOUNDARY
-  LOCAL SERVICE AREA BOUNDARY



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.

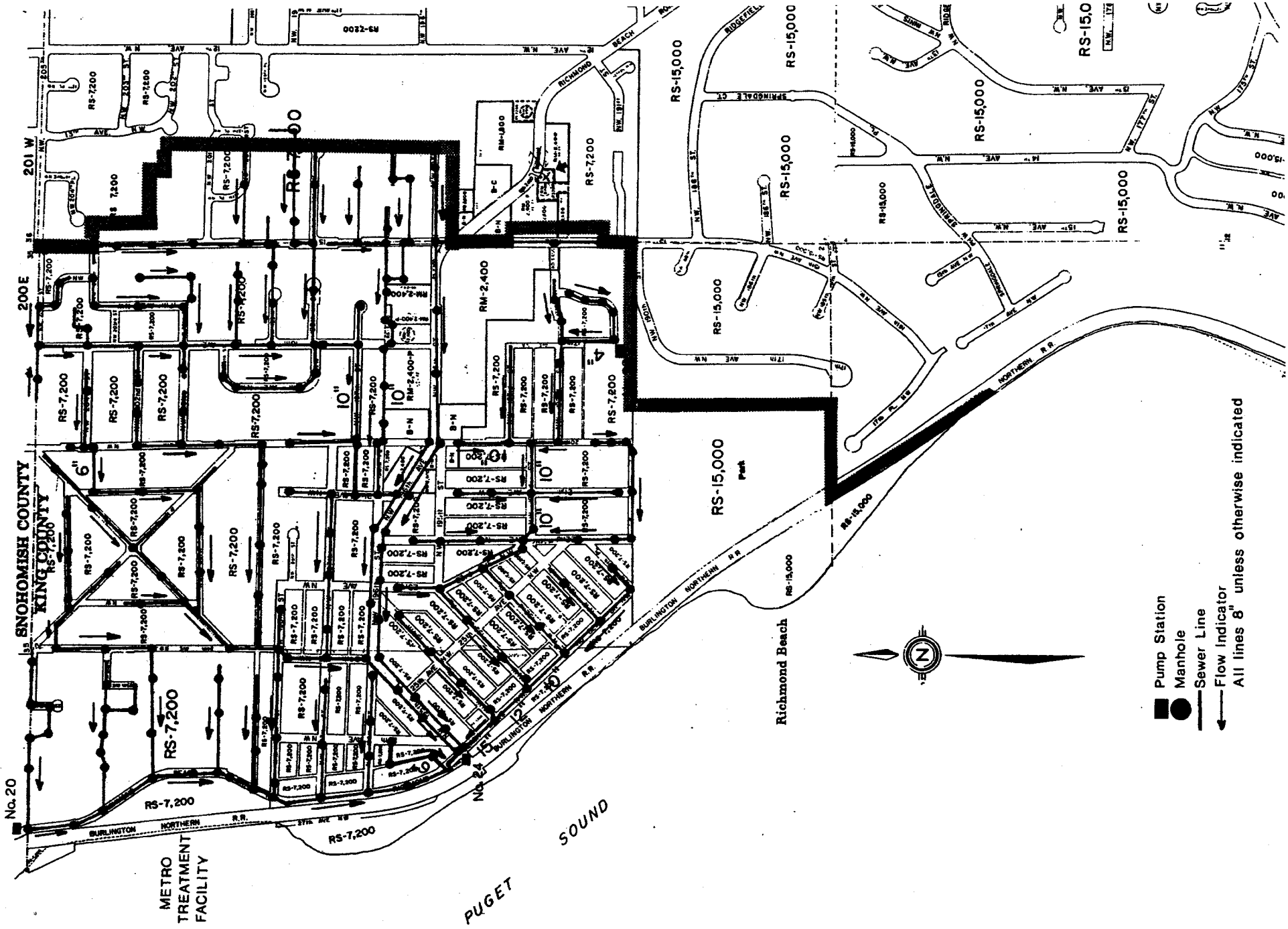
LAND USE

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.

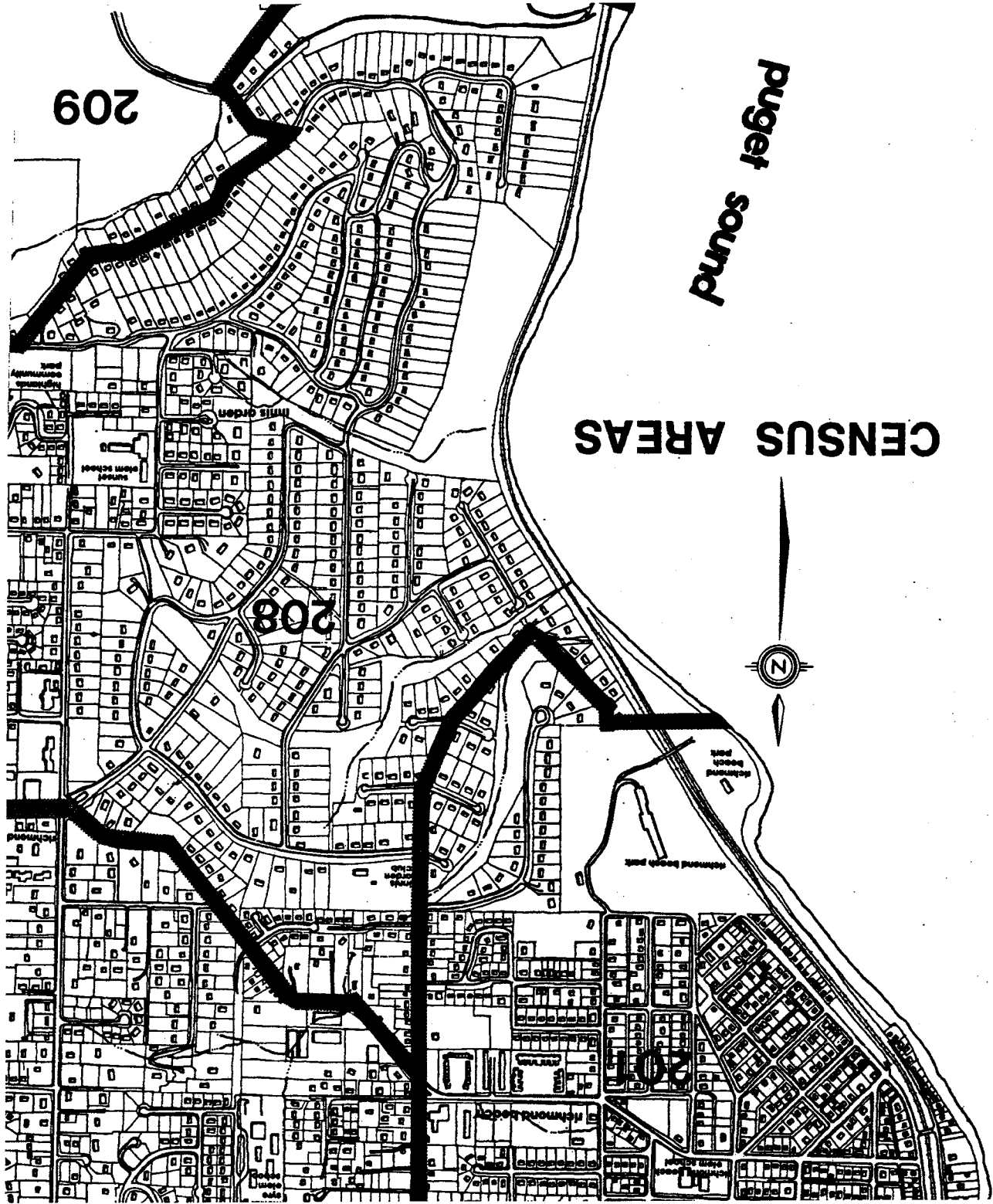
The district is included in the Shoreline Community Plan, adopted August 25, 1980 by King County Council Ordinance No. 5080. The community plan maintains the residential nature of the area. Zoning classifications for the district are indicated in Figure 3.

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.



- Pump Station
 - Manhole
 - Sewer Line
 - | Flow Indicator
- All lines 8" unless otherwise indicated



209

Puget sound

CENSUS AREAS

208

N

Richmond beach park

Richmond beach park

Hiram's garden

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.

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.

F. W. ROBERTS
JAMES D. WETER, 1877-1899
JACQUES S. SHEFELMAN
VICTOR C. LAWRENCE
JAMES GAY MOCH
ROBERT G. HARPER
GEORGE W. MACK
BRAN L. COMSTOCK
TIMOTHY R. CLIFFORD
LARRY M. CARTER
KENNETH L. SCHUBERT, JR.

LAW OFFICES

ROBERTS, SHEFELMAN, LAWRENCE, GAY & MOCH
(WETER, ROBERTS & SHEFELMAN)

1818 IBM BUILDING
SEATTLE, WASHINGTON 98101

November 2, 1966

TELEPHONE
MAIN 2-515
AREA CODE 206

Wm. P. Harper & Son & Co.
Seattle, Washington

Southwick, Campbell, Waterman Co.
Seattle, Washington

Gentlemen:

We have examined a transcript of the record of proceedings had by King County, Washington, and other proceedings relating to the issuance by said County of \$282,528.15 of Sewerage and Drainage Improvement District No. 3 of King County, Subdistrict No. 1 Bonds and have also examined an executed bond of said issue.

These bonds were issued for the purpose of paying the cost and expense of constructing, extending and improving a sanitary sewage system in said Sewerage and Drainage Improvement District No. 3 of King County, Subdistrict No. 1, under the authority of an Act of the Legislature of the State of Washington entitled "An Act relating to the establishment of drainage-improvements, providing for the construction, maintenance, extension, and protection of drainage systems, the method of apportioning, assessing and collecting funds, and paying for the construction and maintenance thereof," etc., approved March 24, 1913, and acts amendatory thereof, and Chapter 85.08 RCW and resolutions duly and regularly adopted by the Board of County Commissioners of said County.

These bonds consist of Bond No. 1 in the denomination of \$528.15 and bonds numbered 2 to 565, inclusive, in the denomination of \$500.00 each. The bonds are dated November 1, 1966, bear interest at the rate of 5% per annum, payable on July 1, 1967, and thereafter semiannually on January 1 and July 1 of each year out of the bond redemption fund of the district. The bonds are payable on or before the 1st day of January, 1985, and are subject to call in their serial order by the County Treasurer whenever, at any semiannual coupon date, there shall be sufficient money in the bond redemption fund of said Sewerage and Drainage Improvement District No. 3, Subdistrict No. 1, over and above that necessary for the payment of interest on all outstanding bonds, to pay the principal of one or more bonds at the next coupon date, provided, however, that the bonds cannot be called for payment at an earlier maturity than in accordance with the following schedule in which the percentages refer to a percentage of the total bond issue retireable during or at the end of the year indicated:

The first year	10%	The eighth year	5%
The second year	6%	The ninth year	10%
The third year	6%	The tenth year	10%
The fourth year	6%	The eleventh year	10%
The fifth year	6%	The twelfth year	10%
The sixth year	6%	The thirteenth year	10%
The seventh year	5%		

ADDENDUM



King County Executive
Randy Revelle
Department of Public Works
Donald J. LaBelle, Director

March 19, 1984

S & D #3 Sub 1 Indebtedness

Outstanding Construction Bonds

Principal	\$99,000.	due 1/1/85
Interest	2,475.	due 7/1/84
Interest	2,475.	due 1/1/85
Total	<u>\$103,950.</u>	

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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON FOR KING COUNTY
IN RE THE TRANSFER OF A) NO. 84-2-08391-3
SEWER SYSTEM FROM KING)
COUNTY SEWER AND DRAINAGE)
DISTRICT NO. 3 and 3.1 to) ORDER APPROVING
KING COUNTY,) SEWER SYSTEM TRANSFER

This matter came on for hearing upon joint petition of King County and King County Sewer and Drainage District No. 3 and 3.1 (herein after the "District") to approve transfer of a sewer system owned by the District to King County.

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 this sewer system from the District to King County 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 is in the public interest and conducive to the public health, safety, welfare or convenience, now, therefore,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

1. The transfer agreement between the parties is approved.
2. The transfer of the subject sewer system is to be accomplished in accordance with the transfer agreement effective as of the date of this order.
3. The District is to be dissolved effective as of the date of this order.

PETITION TO APPROVE SEWER SYSTEM TRANSFER -1-

NORM MALENG
Prosecuting Attorney
CIVIL DIVISION
E 550 King County Courthouse
Seattle, Washington 98104
(206) 583-4437

Handwritten signature/initials

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DATED: this 9th day of July, 1984.

Matthew P. Nelson
JUDGE/COMMISSIONER

Presented by:

NORM MALENG
King County Prosecuting Attorney:

By:

JACK J. JOHNSON
Deputy Prosecuting Attorney
Attorneys for KING COUNTY.

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JUN 14 1984
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SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

In Re the Transfer
of a Sewer System from
King County Sewer and
Drainage District No. 3
and 3.1 to King County

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NO. 84-2-08391-3
SEATTLE, WA
PETITION TO APPROVE
SEWER SYSTEM TRANSFER

COME NOW King County and King County Sewer and Drainage District No. 3 and 3.1 (hereinafter the "District"), and jointly petition the court to approve transfer of a sewer system owned by the District to King County.

The petitioners inform the Court of the following facts:

1. King County is a home-rule charter county organized under the laws of Washington and authorized to operate and accept transfer of sanitary sewer systems pursuant to RCW Chapter 36.94.
2. The District is a sewer and drainage district organized under the laws of Washington and operating a sanitary sewer system under RCW Chapter 85.08.
3. Petitioners have entered into an agreement which would transfer all ownership and maintenance authority regarding this sewer system from the District to King County. A copy of this agreement is attached as exhibit A.
4. The legislature authority of King County and the governing body of the District have approved this transfer agreement. Copies of the ordinance and memorandum indicating this approval are attached as Exhibits B and C.

Petition to Approve Sewer System Transfer - 1

NORM MALENG
Prosecuting Attorney
CIVIL DIVISION
E 550 King County Courthouse
Seattle, Washington 98104
(206) 583.4437

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5. The transfer agreement between petitioners provides for the transfer of all property and other assets from the District to King County.

6. The transfer agreement further provides for the dissolution of the District on completion of the transfer.

WHEREFORE, the petitioners ask the court to enter a decree as follows:

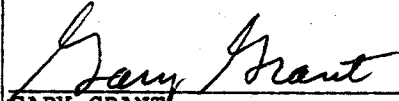
1. Finding the transfer agreement between petitioners to be in the public interest and conducive to the public health, safety, welfare or convenience.

2. Approving the agreement of the parties.


3. Directing that the transfer of the subject sewer system be accomplished in accordance with the transfer agreement.

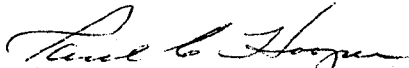
4. Dissolving the District effective at the date of transfer.

KING COUNTY


GARY GRANT
Chairman, King County Council

KING COUNTY SEWER AND DRAINAGE DISTRICT NO. 3 and 3.1


DONALD J. LABELLE
Director of Public Works


PAUL C. HOOPER, P.E.
County Road Engineer

DATED this 13th day of June, 1984.

NORM MALENG
King County Prosecuting Attorney

By 
JACK G. JOHNSON
Attorneys for King County

AGREEMENT TRANSFERRING

SANITARY SEWER SYSTEM

THIS AGREEMENT is made and entered into by and between King County, hereinafter called the "County", and King County Sewerage and Drainage District No. 3 and Subdistrict No. 3.1, hereinafter called the "District." The purpose of the agreement is to transfer the sanitary sewer system operated by the District under RCW 85.08 to County operation under RCW 36.94. The agreement is based upon the following facts:

1. The County is a home-rule charter county under the laws of Washington. It is empowered to operate and accept transfer of sanitary sewer systems pursuant to RCW 36.94.

2. Supervision and management of the District was delegated to the county engineer by King County Resolution No. 7635, pursuant to RCW 85.08.300, which powers have devolved upon the Director of the County Department of Public Works and the County Road Engineer. This agreement is therefore executed on behalf of the District by both said Director of the County Department of Public Works and by said County Road Engineer.

3. The District is the owner of a certain sanitary sewer system located within King County. The location, size and other features of the system are specifically described in the February, 1984 Richmond Beach Comprehensive Plan; a copy of which is attached hereto as Addendum A and incorporated herein by this reference. The physical components of the system include sanitary

sewer lines, manholes, side sewers, lift stations and necessary appurtenances.

4. In addition to the physical components of the sanitary sewer system itself, the District owns certain maintenance and office equipment and supplies, described in Addendum B, which is attached hereto and incorporated herein by this reference.

5. The District is responsible for certain bonded indebtedness described more fully in Addendum C, which is attached hereto and incorporated herein by this reference.

6. The District owns certain easements of record which permit it to construct and maintain its facilities on private property.

7. The King County Council, in its Ordinance No. 6781, has found that transfer to the County of the sewer facilities and other assets as well as the indebtedness of the District would be in the public interest and conducive to the public health, safety, welfare and convenience.

8. The District, by and through the Director of the County Department of Public Works and County Road Engineer, has also found, by letter dated April 12, 1984, that such a transfer would be in the public interest and conducive to the public health, safety, welfare and convenience.

NOW THEREFORE, the parties hereto agree as follows:

A. All sanitary sewer lines, manholes, side sewers, lift stations, and necessary appurtenances owned by the District shall

hereby be transferred to and become the property of the County.

B. All maintenance and office equipment and supplies described above shall hereby be transferred to and become the property of the County.

C. All liabilities and indebtedness for which the District is responsible shall hereby be transferred to and assumed by the County.

D. All rights to easements owned by the District shall hereby be assigned and transferred to the County.

E. The County shall, upon such transfers, assume responsibility for providing the services, maintenance and operation and all other administrative and financial duties of the District.

F. The effective date of the above-described transfers shall be July 1, 1984.

G. The District may be dissolved by decree of the Superior Court effective as of the date of the above-described transfers.

KING COUNTY

By [Signature]
Title Deputy Executive

Approved as to form:

[Signature]
Deputy Prosecuting Attorney

KING COUNTY SEWERAGE AND
DRAINAGE DISTRICT NO. 3

By [Signature]
Director
Department of Public Works

By [Signature] P.E.
King County Road Engineer

SEWERAGE GENERAL PLAN
FOR
RICHMOND BEACH
KING COUNTY SEWER UTILITY
DEPARTMENT OF PUBLIC WORKS

FEBRUARY, 1984

ADDENDUM A

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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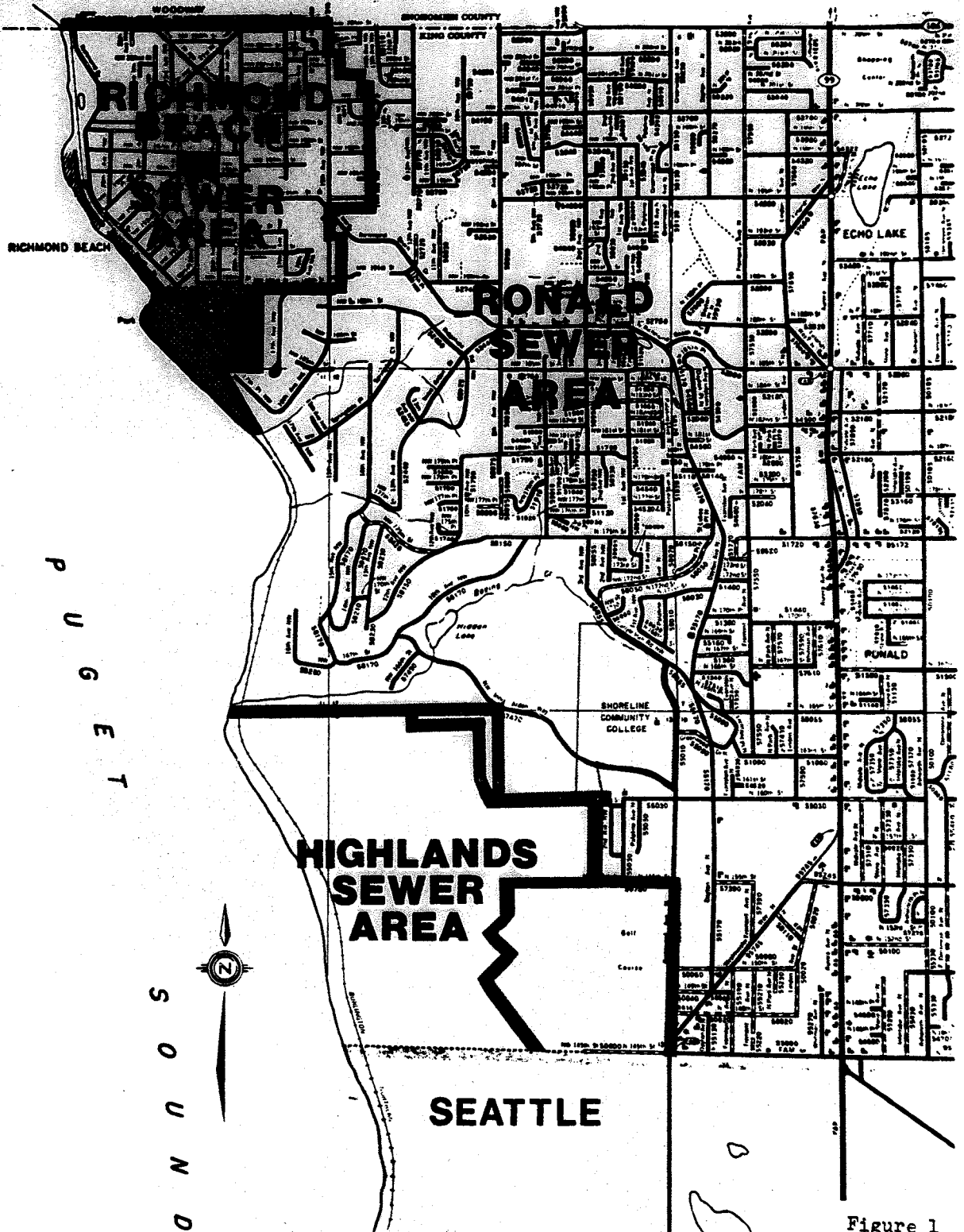


Figure 1

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.

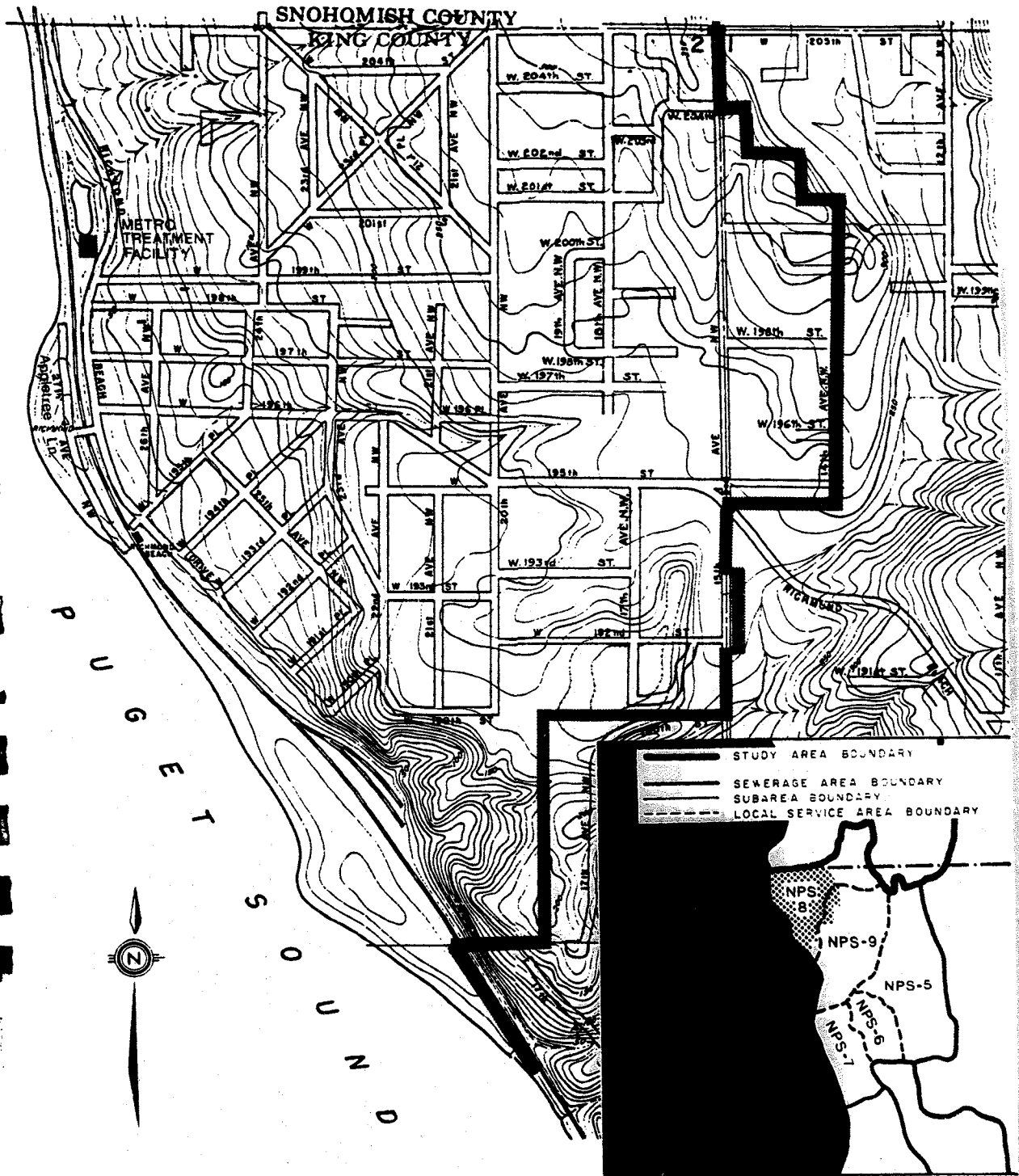


Figure 2

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

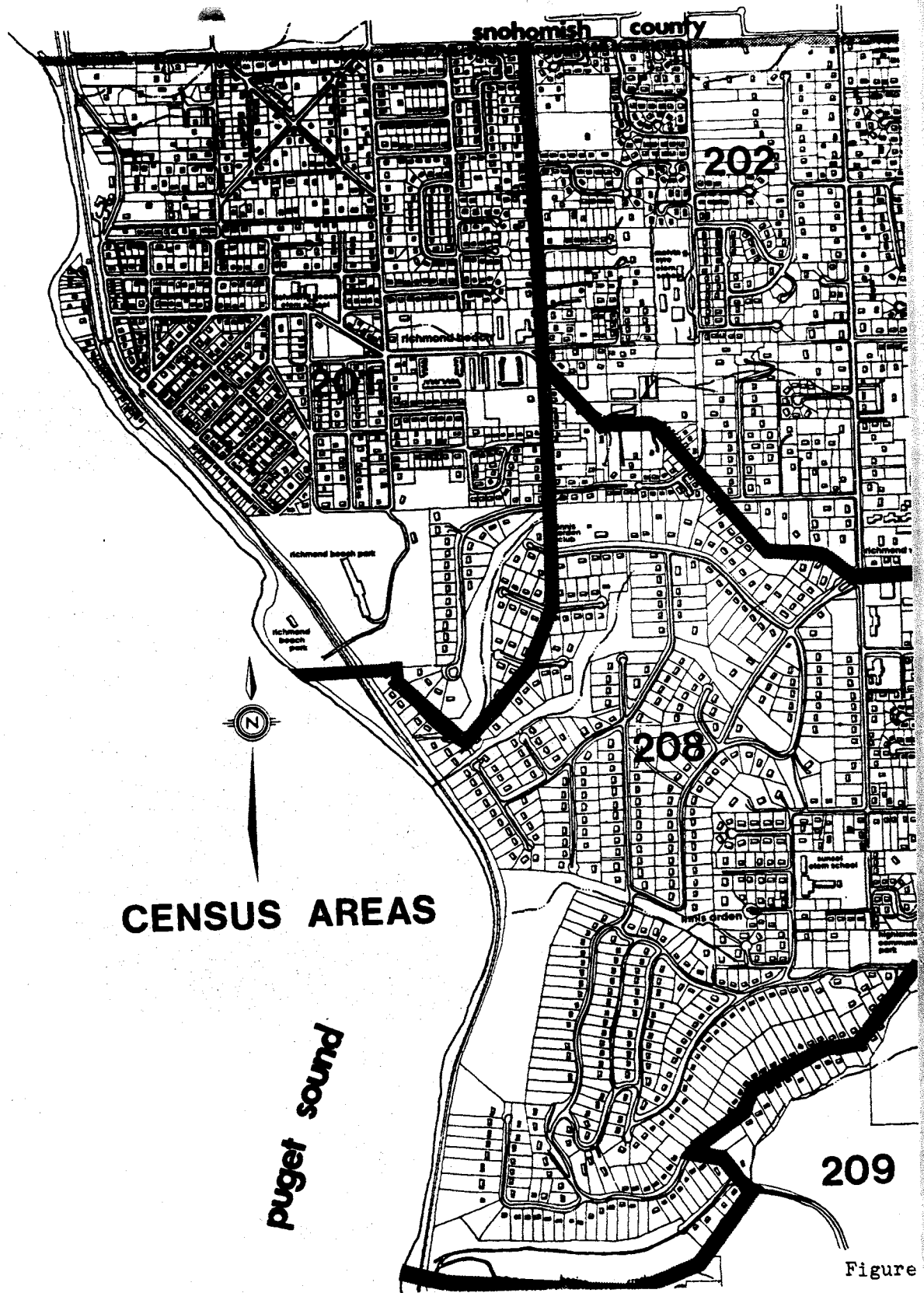
	<u>1980</u>	<u>1990</u>
Single Family Households	2,360	2,330
Multiple Family Households	505	785
Total	2,865	3,115

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



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.

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 SN 6344482	886.10	1979	

ADDENDUM B

LAW OFFICES

ROBERTS, SHEFELMAN, LAWRENCE, GAY & MOCH

(WETTER, ROBERTS & SHEFELMAN)

1818 IBM BUILDING

SEATTLE, WASHINGTON 98101

November 2, 1966

F. W. ROBERTS
 JAMES B. WETTER - 877-888
 HAROLD B. SHEFELMAN
 V. CYRUS E. LAWRENCE
 JAMES GAY
 ROBERT G. MOCH
 JAMES C. HARPER
 GEORGE B. WALKER
 BRUCE L. COMSTOCK
 THOMAS R. CLIFFORD
 LARRY H. CARTER
 KENNETH W. SCHUBERT, JR.

TELEPHONE
 MAIN OFFICE
 AREA CODE 206

Wm. P. Harper & Son & Co.
 Seattle, Washington

Southwick, Campbell, Waterman Co.
 Seattle, Washington

Gentlemen:

We have examined a transcript of the record of proceedings had by King County, Washington, and other proceedings relating to the issuance by said County of \$282,528.15 of Sewerage and Drainage Improvement District No. 3 of King County, Subdistrict No. 1 Bonds and have also examined an executed bond of said issue.

These bonds were issued for the purpose of paying the cost and expense of constructing, extending and improving a sanitary sewage system in said Sewerage and Drainage Improvement District No. 3 of King County, Subdistrict No. 1, under the authority of an Act of the Legislature of the State of Washington entitled "An Act relating to the establishment of drainage improvements, providing for the construction, maintenance, extension, and protection of drainage systems, the method of apportioning, assessing and collecting funds, and paying for the construction and maintenance thereof," etc., approved March 24, 1913, and acts amendatory thereof, and Chapter 85.08 RCW and resolutions duly and regularly adopted by the Board of County Commissioners of said County.

These bonds consist of Bond No. 1 in the denomination of \$528.15 and bonds numbered 2 to 565, inclusive, in the denomination of \$500.00 each. The bonds are dated November 1, 1966, bear interest at the rate of 5% per annum, payable on July 1, 1967, and thereafter semiannually on January 1 and July 1 of each year out of the bond redemption fund of the district. The bonds are payable on or before the 1st day of January, 1985, and are subject to call in their serial order by the County Treasurer whenever, at any semiannual coupon date, there shall be sufficient money in the bond redemption fund of said Sewerage and Drainage Improvement District No. 3, Subdistrict No. 1, over and above that necessary for the payment of interest on all outstanding bonds, to pay the principal of one or more bonds at the next coupon date, provided, however, that the bonds cannot be called for payment at an earlier maturity than in accordance with the following schedule in which the percentages refer to a percentage of the total bond issue retireable during or at the end of the year indicated:

The first year	10%	The eighth year	5%
The second year	6%	The ninth year	10%
The third year	6%	The tenth year	10%
The fourth year	6%	The eleventh year	10%
The fifth year	6%	The twelfth year	10%
The sixth year	6%	The thirteenth year	10%
The seventh year	5%		

ADDENDUM C

Wm. P. Harper & Son & Co.
Southwick, Campbell, Waterman Co.
Page two

It is our opinion that said bonds were issued in full compliance with the provisions of the constitution and the laws of the State of Washington and the resolutions of the Board of County Commissioners of King County, Washington, relating thereto and constitute a valid obligation of Sewerage and Drainage Improvement District No. 3, Subdistrict No. 1, secured to be paid by assessments upon the property in Sewerage and Drainage Improvement District No. 3, Subdistrict No. 1.

In our opinion, under existing federal law and rulings, the interest on the bonds is exempt from federal income taxes.

Respectfully submitted,

Robert S. Shifelman, Lawrence, Gay & Mack



King County Executive
Randy Revelle
Department of Public Works
Donald J. LaBelle, Director
March 19, 1984

S & D #3 Sub 1 Indebtedness

Outstanding Construction Bonds

Principal	\$99,000.	due 1/1/85
Interest	2,475.	due 7/1/84
Interest	2,475.	due 1/1/85
Total	<u>\$103,950.</u>	

4/5/84

INTRODUCED BY: CYNTHIA SULLIVAN

PROPOSED NO. 84-253

ORDINANCE NO. 6781

AN ORDINANCE authorizing the transfer of a sewer system from Sewerage and Drainage District No. 3 and 3.1 to King County.

PREAMBLE:

The Council of King County finds that the transfer of the sanitary sewer system operated by King County Sewerage and Drainage District No. 3 and 3.1 to King County 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 County Executive is hereby authorized to execute the agreement transferring the sanitary sewer system operated by King County Sewerage and Drainage District No. 3 and 3.1 to King County.

SECTION 2. The County Executive is also 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 agreement.

INTRODUCED AND READ for the first time this 30th day of

April, 19 84.

PASSED this 14th day of May, 1984.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Gary Grant
Chairman

ATTEST:

Dorothy M. Quinn
Clerk of the Council

APPROVED this 22nd day of May, 19 84.

Randy Riddle
King County Executive


King County Executive
Randy Revelle
Department of Public Works
Donald J. LaBelle, Director

TO WHOM IT MAY CONCERN:

By Resolution No. 9668, dated June, 1945, the King County Commissioners appointed the County Road Engineer as Supervisor of King County Sewerage and Drainage District No. 4 and delegated to him the governing authority for the District, as provided in RCW 85.08.300. Since the time of that appointment and delegation, the general duties of the King County Road Engineer have been assigned, in part, to the Director of the King County Department of Public Works. These positions share the function of governing the District.

In our capacity as governing authority for the District, we have reviewed the proposed transfer and the terms and conditions of the transfer agreement which is attached. We find that this transfer and agreement are in the public interest and conducive to the public health, safety, welfare and convenience and hereby approve of its execution.

Dated this 12th day of April, 1984.


DONALD J. LABELLE
Director of Public Works


PAUL C. HOOPER, P.E.
County Road Engineer

EXHIBIT C

July 16, 1985

INTRODUCED BY: AUDREY ORUGER

PROPOSED O. 8-374

ORDINANCE NO. 2370

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 27th day of July, 1985.

PASSED this 7th day of October, 1985.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Audrey Oruger
Chairman

ATTEST:

Dorothy M. Quinn
Clerk of the Council

APPROVED this 14th day of October, 1985.

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LEGAL DESCRIPTION
Richmond Beach Sewer System

28105
2.

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.

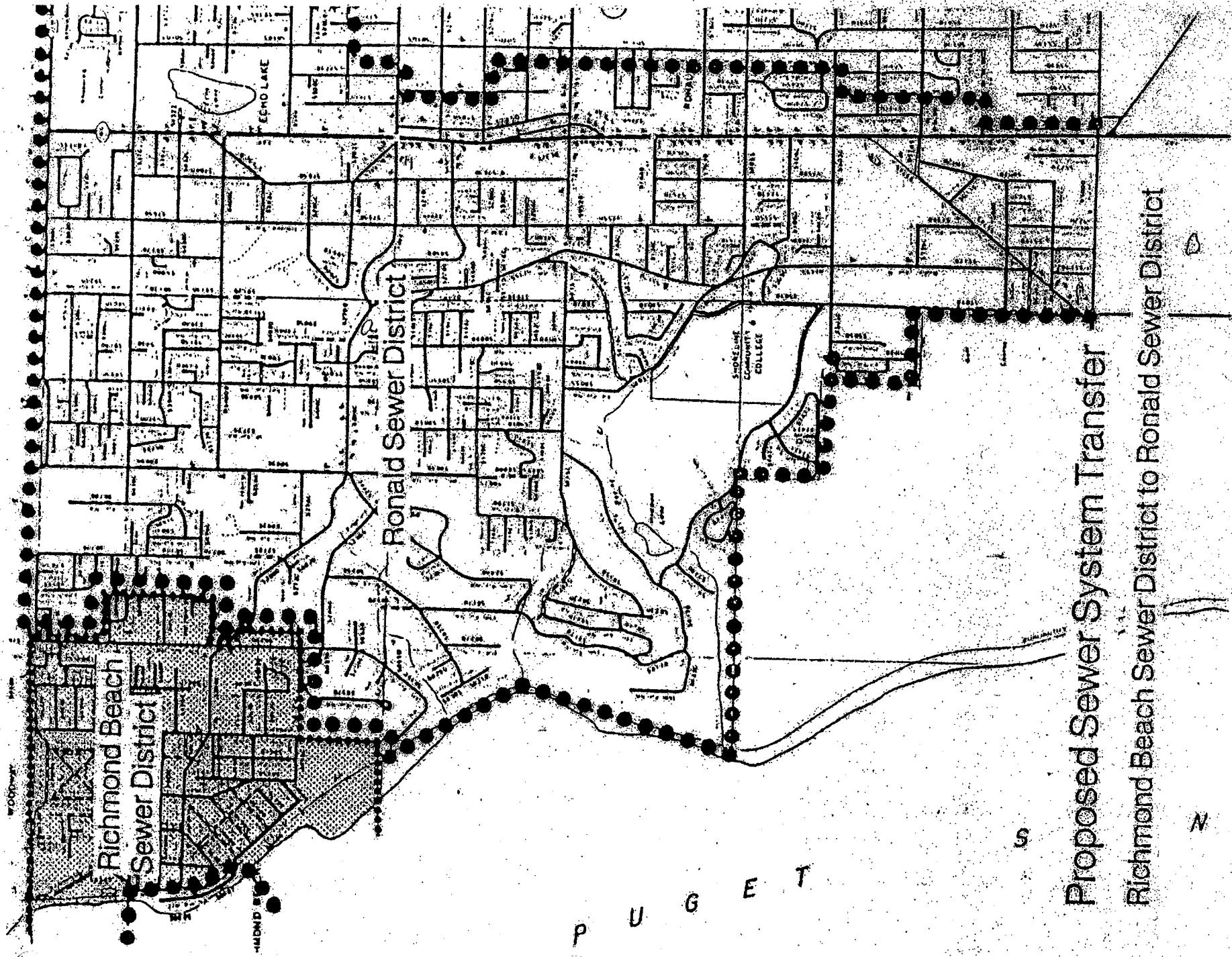
TOGETHER WITH all that portion of Section 2, Township 26 North, Range 3 East, W.M. lying Easterly of the Puget Sound shoreline EXCEPT those areas already annexed to Ronald Sewer District by resolutions No. 909 and 83-53.

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.



Richmond Beach
Sewer District

Ronald Sewer District

Proposed Sewer System Transfer

Richmond Beach Sewer District to Ronald Sewer District

PUGGET

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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 \$ 9700⁰⁰ *WLB* 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.

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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: _____
its _____
Title _____

by: James E. Anderson
its _____
Title _____

Approved as to form:

JACK G. JOHNSON
Deputy Prosecuting Attorney

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.

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			

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ADDENDUM B

APR 13 1984 RICHMOND BEACH

APR 23 1984 RICHMOND BEACH

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

SANDRA L. ADAMS
Utilities Administrator

SLA:mw

APPROVED, Consent Given

J.P. Kaerlein

Name

4-25-84

Date

Sun
Life Financial
CHEVRON Agreement

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.

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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, 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 waived 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, when 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

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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 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.

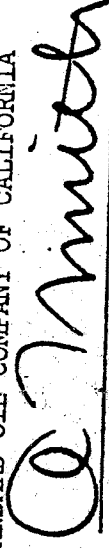
12. Except as otherwise provided herein, the term and conditions of this agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

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.

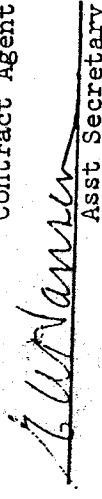
STANDARD OIL COMPANY OF CALIFORNIA

By



Contract Agent

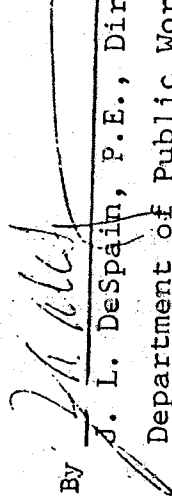
By



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. 83-2

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

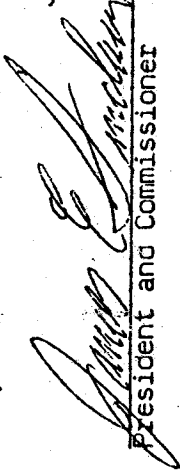
WHEREAS, this Board of Commissioners finds that acquisition of King County Sewer District No. 3 will be of benefit to the District and King County Sewer District No. 3; now, therefore, it is hereby

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


Vice President and Commissioner

Secretary 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. 83-2 of said Board, duly adopted on June 20, 1983, at its regular meeting.

831023 63

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

851023

03

- 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.



RECEIVED

1985 JUL 17 AM 9:33

King County Executive
Randy Revelle

COUNTY
KING COUNTY COUNCIL

July 15, 1985

1370

Approved by [Signature]

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

RE: Sewer Divestment Interlocal Agreements

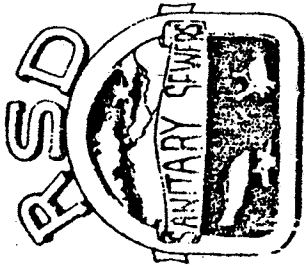
Dear Gary:

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



Ronald Sewer District

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

Commissioners

IRVIN A. POTTER

PHILIP J. MONTGOMERY

JAMES E. SINCLAIR

April 3, 1984

Manager

SYDELL POLIN

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

Re: King County
Sewer Divestment
King County #3

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: _____

7370

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 authorizing 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.

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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

Dorothy M. Owens

Dorothy M. Owens
Clerk of the Council

Attachment

jk

851023

03

DATE:

July 22, 1985

RECEIVED

7370

TO: COUNCIL CLERK

1985 JUL 22 PM 1:49

85-372
CLERK

THE ATTACHED ORDINANCE/MOTION IS FOR INFORMATION.

Audrey L. Gruger

AUDREY GRUGER
COUNTY COUNCIL MEMBER

KING COUNTY COUNCIL

7370

COUNTY PROCESSES COMMITTEE


DATE: July 29, 1985


PROPOSED ORDINANCE 85-374

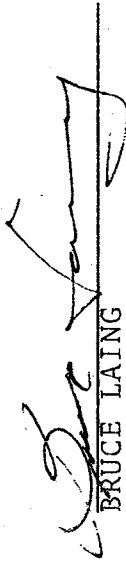
An ordinance authorizing the transfer of a sewer system from
King County to the Ronald Sewer District.

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

3 10/25/85

Affidavit of Publication

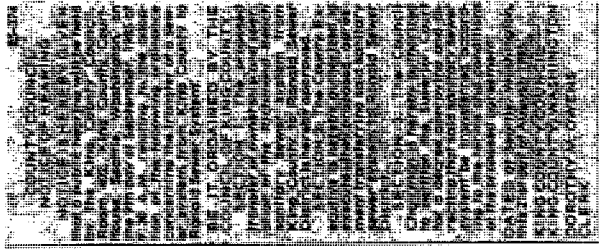
7370

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 therof, 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.



851023 03

J. Umagat
Subscribed and sworn to before me this _____ day

of _____ August _____, 19 85 _____ day

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

See Times 8/21

85-374

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 directing 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

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

RONALD SEWER DISTRICT
Resolution Number 85-28

A Resolution of the Board of Commissioners
of Ronald Sewer District Approving
Agreement Transferring Sanitary Sewer System

WHEREAS, this Board of Commissioners has, by Resolution Number 83-21, found that a transfer of the Richmond Beach Sewer System, owned and operated by King County, to Ronald Sewer District would be of benefit to the District; and

WHEREAS, this Board of Commissioners and King County have, through negotiation, arrived at a form of agreement to effect the transfer of the Richmond Beach Sewer System to the District, a copy of which agreement is attached as Exhibit "A"; and

WHEREAS, upon execution of the agreement by this Board of Commissioners, approval of the agreement by the King County Council and the King County Superior Court, the transfer of the Richmond Beach Sewer System will be effective; and

WHEREAS, this Board of Commissioners finds that the form of the agreement transferring sanitary sewer system is acceptable and in the best interest of the District; now, therefore, it is

HEREBY RESOLVED by this Board of Commissioners that the agreement transferring sanitary sewer system is accepted, and it is

FURTHER RESOLVED by this Board of Commissioners that appropriate officers of the Board of Commissioners are authorized to execute same on behalf of the District.

ADOPTED by the Board of Commissioners of Ronald Sewer District on July 1, 1985.

ATTEST:

James E. Anderson
President and Commissioner

Philip J. McCarroll
Secretary and Commissioner

James A. Pette
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 Number 85-28 of said Board, duly adopted on July 1, 1985, at its regular meeting.

Philip J. McCarroll
Secretary and Commissioner

ORIGINAL

05-12-27

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AGREEMENT TRANSFERRING
SANITARY SEWER SYSTEM

THIS AGREEMENT is made and entered into by and between 1988 APR 20 11 9:55

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 16.94.

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.

EO 12812 11-8-85

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. 7370 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. 83-11 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 \$ 9900 ^{cc} 9/15. 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 January 1, 1986. 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: [Signature]

by: James E. Amadio

its

its Pres.

Title

Title

Approved as to form:

[Signature]
JACK B. JOHNSON
Deputy Prosecuting Attorney

SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

In Re the Transfer of the
Richmond Beach Sewer System)

NO. 85-2-17332-5

PETITION TO APPROVE
SEWER SYSTEM TRANSFER



COME NOW King County and the Ronald Sewer District
(hereinafter the "District"), and jointly petition the Court to
approve transfer of the Richmond Beach Sewer System (the "System"
from King County to the District.

The petitioners inform the Court of the following facts:

1. King County is a home-rule charter county organized
under the laws of Washington and authorized to operate sanitary
sewer systems pursuant to RCW Chapter 36.94. King County now owns
and operates the System.

2. The District is a sewer district organized under the
laws of Washington and operating a sanitary sewer system under the
Title 56.

3. Petitioners have entered into an agreement which
would transfer all ownership and maintenance authority regarding
the System from King County to the District. A copy of this
agreement is attached as Exhibit A.

as this message. It is a poor quality original.

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FILED
10-21-1985
4:15 P.M.
KING COUNTY SUPERIOR COURT
M. JANICE MICHELS
KING COUNTY CLERK
SEATTLE, WASHINGTON

85-2-17332-5

REG/RECEIPT #	TRAN-CODE	DOCKET-CODE
32-05995	3122	SNF
REPT. INCREASE ATT.		
TRANSACTION AMOUNT:		39.28

1 4. The legislative authority of King County and the
2 governing body of the District have approved this transfer
3 agreement. Copies of the ordinance and resolution indicating
4 these approvals are attached as Exhibits B and C.

5 5. The transfer agreement between petitioners provides
6 for the transfer of all property and other assets of the System
7 from King County to the District.

8 6. There is no outstanding indebtedness currently
9 associated with the System.

10 7. The transfer agreement further provides for the
11 annexation of the area served by the System to the District on the
12 date of the transfer.

13 WHEREFORE, the petitioners ask the court to enter a
14 decree as follows:

15 1. Finding that the transfer agreement between
16 petitioners is legally correct and that there are no owners of
17 related indebtedness to be protected.

18 2. Directing that the transfer of the System be
19 accomplished in accordance with the transfer agreement.
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3. Annexing the area served by the System to the District, effective at the date of transfer.

KING COUNTY

THE DISTRICT

Gary Grant
GARY GRANT
Chairman, King County Council

RONALD Sewer DISTRICT
Syrene Polix
Manager

DATED this 21st day of October, 1985.

NORM MALENG
King County Prosecuting Attorney

By J.G. Johnson
JACK G. JOHNSON
Attorneys for King County

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. 7370 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.

If the information on this frame is not as legible as this message, it is a poor quality original.

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 \$ 9200⁰⁰. 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 January 1, 1986. 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: _____

its _____

its _____

Title

Title

Approved as to form:



JACK E. JOHNSON
Deputy Prosecuting Attorney

If the information on this frame is not as legible as this message, it is a poor quality original.

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 SN 6344482	886.10	1979	

ADDENDUM B

APR 1 9 1984 RICHMOND BEACH

APR 2 9 1984 RICHMOND BEACH



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
SANDRA L. ADAMS
Utilities Administrator

SLA:mw

APPROVED, Consent Given

J.R. Kaehler
Name
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.

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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 annu, 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

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

If the information on this frame is not as legible as this message, it is a poor quality original.

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, Department of Public Works be addressed to the District at 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. Smith
Contract Agent

By

B. Hansen
Asst Secretary

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

By

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

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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

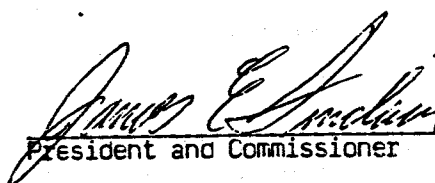
WHEREAS, this Board of Commissioners finds that acquisition of King County Sewer District No. 3 will be of benefit to the District and King County Sewer District No. 3; now, therefore, it is hereby

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

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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 Telemetry 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) Telemetry 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

If the information on this frame is not as accurate as this message, it is a poor quality original.

- Served on two Rate Equity Committes 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.



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.

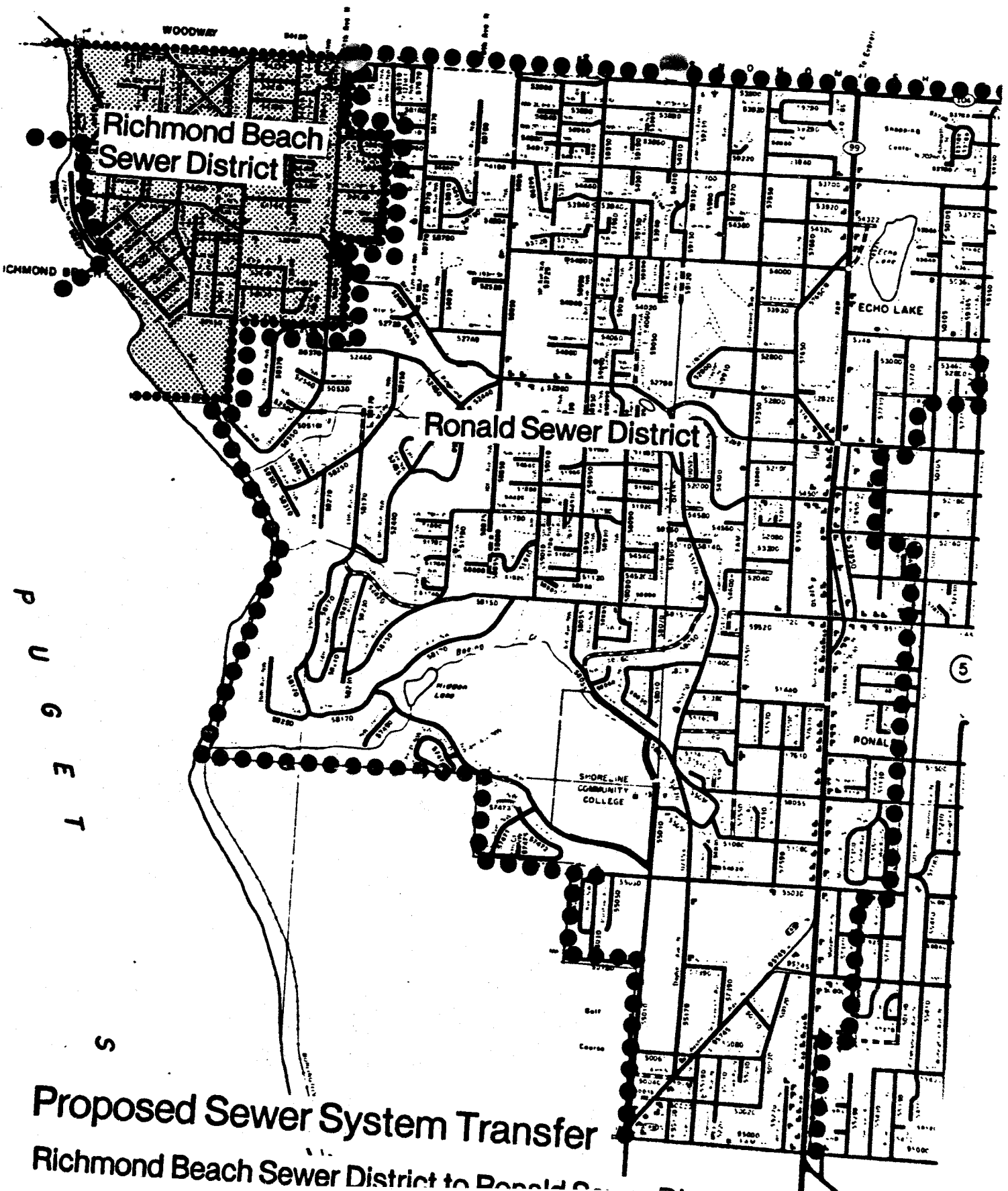
Thank you for all of your efforts.

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



Proposed Sewer System Transfer
Richmond Beach Sewer District to Ronald S...

© 1988 by the City of Seattle

July 18, 1985

INTRODUCED BY: AUDREY GRUGER

PROPOSED NO. 85-374

7370

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 29th day of July, 1985.

PASSED this 7th day of October, 1985.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Gary Grant
Chairman

ATTEST:

Dorothy M. Quinn
Clerk of the Council

APPROVED this 14th day of October, 1985.

Randy R. Walker
King County Executive

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RONALD SEWER DISTRICT
Resolution Number 85-28

A Resolution of the Board of Commissioners
of Ronald Sewer District Approving
Agreement Transferring Sanitary Sewer System

WHEREAS, this Board of Commissioners has, by Resolution Number 83-21, found that a transfer of the Richmond Beach Sewer System, owned and operated by King County, to Ronald Sewer District would be of benefit to the District; and

WHEREAS, this Board of Commissioners and King County have, through negotiation, arrived at a form of agreement to effect the transfer of the Richmond Beach Sewer System to the District, a copy of which agreement is attached as Exhibit "A"; and

WHEREAS, upon execution of the agreement by this Board of Commissioners, approval of the agreement by the King County Council and the King County Superior Court, the transfer of the Richmond Beach Sewer System will be effective; and

WHEREAS, this Board of Commissioners finds that the form of the agreement transferring sanitary sewer system is acceptable and in the best interest of the District; now, therefore, it is


HEREBY RESOLVED by this Board of Commissioners that the agreement transferring sanitary sewer system is accepted, and it is

FURTHER RESOLVED by this Board of Commissioners that appropriate officers of the Board of Commissioners are authorized to execute same on behalf of the District.

ADOPTED by the Board of Commissioners of Ronald Sewer District on July 1, 1985.

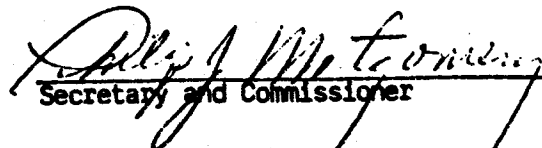
ATTEST:


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 Number 85-28 of said Board, duly adopted on July 1, 1985, at its regular meeting.


Secretary and Commissioner

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SUPERIOR COURT

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.

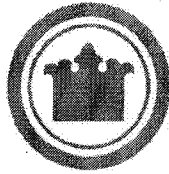
Based upon the record herein and the evidence received the Court finds that petitioners have entered into an agreement which would transfer all ownership and maintenance authority regarding the System from King County to the District and that governing body of the District and the legislative body of 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, and therefore,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

1. The transfer agreement between the parties is approved.

Order Approving Sewer System Transfer - 1

4
NORM MALEN
Prosecuting Attorney
CIVIL DIVISION
E 850 King County Courthouse
Seattle, Washington 98101
(206) 863-4437



King County Executive
Randy Revelle
Department of Public Works
Donald J. LaBelle, *Director*

December 23, 1985

RECEIVED

DEC 30 1985

Mrs. Sydell Polin, Manager
Ronald Sewer District
P. O. Box 33490
Seattle, WA 98133

Re: Sewer System Transfer Agreement and Superior Court Approval

Dear Mrs. Polin:

Enclosed is a copy of the signed transfer agreement and Superior Court approval for the transfer of the Richmond Beach Sewer System to the Ronald Sewer District.

I would like to take this opportunity to express my appreciation for your patience and cooperation during the divestment process. As you know, the process was longer than expected due to the need to amend state law, the requirements that outstanding sewer bonds be defeased, and the overall complicated legal and administrative tasks that needed to be accomplished.

The County maintenance staff will be available for phone information requests as needed. After January 1, Mike Nenezich and Bud Perrigo can be contacted by calling the County Public Works Renton office at 255-2531. Please keep in mind that both Mike and Bud will be working in the field and some delays may occur between when you place a call to them and when they can respond.


The Public Works Department has agreed to make Bud and Mike available for a limited amount of on-site assistance not involving actual labor. The assistance will essentially involve consultation for such things as trouble shooting, line location, maintenance procedures, etc. This assistance will be limited to a maximum of 40 manhours during the period of January 1 to June 30, 1986. On-site assistance beyond the 40-hour maximum and/or after June 30, 1986 will be charged to the district at the County Roads Division Loan-in Labor rate which currently is \$19.37 per hour for Bud Perrigo and \$22.29 per hour for Mike Nenezich. The 1986 labor figures have not yet been determined. Please note that the maintenance workers are subject to a 4-hour minimum charge for after hour and weekend call-outs at time and a half rates.

Mrs. Sydell Polin
December 23, 1985
Page Two

As indicated in the transfer agreements, the Department will continue to staff the Sewer Utility Office through February, 1986 in order to answer any questions you may have and to complete its close out process.

Should you have any questions, please contact the Utility staff at 344-4050.

Yours truly,


Donald J. LaBelle
Director *fr*

DJL/DW:kw

Enclosures

cc: Sandra L. Adams, Utilities Administrator
Tom Fitzsimmons, Manager, Program Development Office
ATTN: Donna Gordon, Staff Assistant
Richard Holmquist, Chief Deputy Prosecuting Attorney, Civil Division
ATTN: Jack Johnson, Deputy Prosecutor

Les Jensen
Steve Paulis

RECEIVED
NOV 20 1985
Superior Court Clerk

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

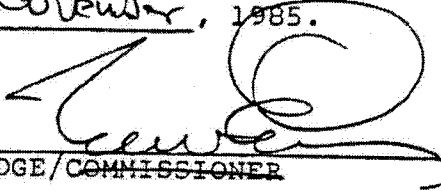
Prosecuting Attorney
CIVIL DIVISION
2 850 King County Courthouse
Seattle, Washington 98104
(206) 583-4437

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

4 January 1, 1986.


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

8 DATED, this 20th day of November, 1985.

9
10 
11 JUDGE/COMMISSIONER

12 Presented by:

13 NORM MALENG
14 King County Prosecuting Attorney

15 By 
16 JACK G. JOHNSON
17 Deputy Prosecuting Attorney
18 Attorneys for King County
19
20
21
22
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Order Approving Sewer
System Transfer - 2

NORM MALENG
Prosecuting Attorney
CIVIL DIVISION
E 550 King County Courthouse
Seattle, Washington 98104
(206) 563-4437

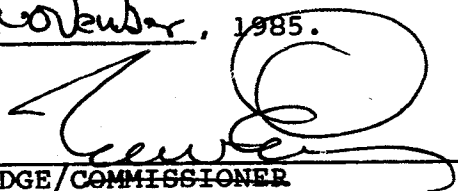
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2. The transfer of the System is to be accomplished in accordance with the transfer agreement effective as of

January 1, 1986.

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


DATED this 20th day of November, 1985.



JUDGE/COMMISSIONER

Presented by:

NORM MALENG
King County Prosecuting Attorney

By 

JACK G. JOHNSON
Deputy Prosecuting Attorney
Attorneys for King County



CO00040491

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington

MOTION NO. 10-185

CONCERNING APPROVAL OF THE RONALD WASTEWATER DISTRICT
2010 COMPREHENSIVE SEWER PLAN

WHEREAS, the Ronald Wastewater District (RWWD) has prepared and submitted a comprehensive sewer plan, dated January 2010, prepared by BHC Consultants, to the Snohomish County Council on February 09, 2010; and

WHEREAS, RCW 57.16.010 requires that any sewer system comprehensive plan be submitted to and approved by the county legislative authority before becoming effective; and

WHEREAS, the legislative authority, in reviewing the comprehensive plan pursuant to RCW 57.16.010, must consider three criteria: 1) whether the proposed action is in compliance with the development program outlined in the county comprehensive plan; 2) whether the action is in compliance with the basin wide sewage plan as approved by the state; and 3) whether the plan is in compliance with policies in the county comprehensive plan for sewage facilities; and

WHEREAS, statutory criteria 2 is inapplicable because the state has no applicable basin wide sewage plan for this entire area; and

WHEREAS, the Snohomish Health District officer has given approval to the plan via letter dated February 19, 2010 as required by Title 57 RCW; and

WHEREAS, the county engineer has given conditional approval of the plan via letter, dated February 25, 2010, to Ronald Wastewater District pursuant to Title 57.16.010; and


WHEREAS, the district's plan has been reviewed by the Department of Planning and Development Services and found to be generally consistent with the county's adopted GMA Comprehensive Plan, with issues related to the franchise agreement with Snohomish County and the Snohomish County Council's Docket XIII action in the Point Wells area on August 12, 2009;

NOW, THEREFORE, ON MOTION:

- A. The county council finds that the proposed Ronald Wastewater District's Comprehensive Sewer Plan, dated January 2010, is in general compliance with the applicable criteria for approval prescribed in RCW 57.16.010.
- B. The Snohomish County Council approves the Ronald Wastewater District's Sanitary Sewer Comprehensive Plan, dated February 2010, based on the foregoing plus review of the entire record and pursuant to RCW 57.16.010(6), subject to the following conditions:
 - 1. No portion of any existing or proposed sewer facilities that the Ronald Wastewater District constructs, places, maintains, operates, or otherwise uses within Snohomish County right-of-way pursuant to the authority granted to the Ronald Wastewater District by that certain Franchise Agreement authorized by Snohomish County Ordinance No. 94-030 may be sold, assigned, or otherwise transferred to King County or to any other third party without first obtaining the written consent of the Snohomish County Council, as required by the terms of the Franchise Agreement.
 - 2. The land use map (Figure 3.1) in the plan should be revised when the Urban Centers designation approved by the Snohomish County Council has taken effect.

PASSED this 14th day of April, 2010.

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington



Council Chair

ATTEST:



Asst. Clerk of the Council

D-14

EXHIBIT O
MUNICIPAL RESEARCH CENTER



0002868

THE QUIET CRISIS OF LOCAL GOVERNANCE IN WASHINGTON

Final Report of the Local Governance Study Commission

VOLUME II

January 1988

Municipal Research Center
4719 Greenwood Avenue, E.
Seattle, Washington 98105

THE QUIET CRISIS OF LOCAL GOVERNANCE IN WASHINGTON

Final Report of the Local Governance Study Commission

Volume II

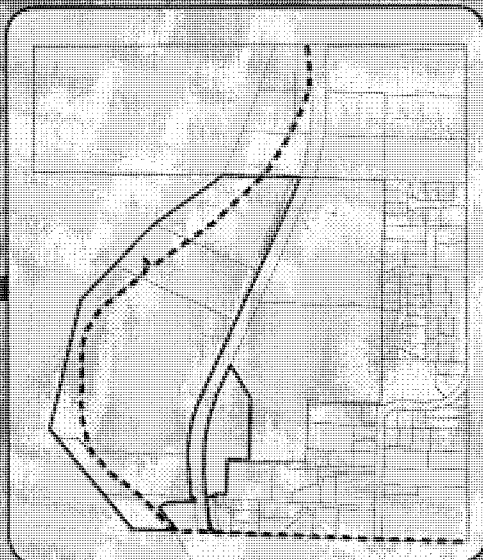
EXECUTIVE SUMMARY

The Legislature created the Local Governance Study Commission in 1985, at the joint initiative of the Washington State Association of Counties and the Association of Washington Cities. The Commission was composed of twenty-one voting members (state legislators, city and county elected officials, and special purpose district representatives) and three ex-officio members. It was chaired by the Director of the Department of Community Development.

The Commission was charged with analyzing the problems of local governments and making recommendations to the Governor and Legislature for their solution. The Commission met for a two-year period, during which it studied the history of local governments in Washington, analyzed current local government problems, sponsored two public opinion surveys, examined the practices of other states, and developed a four-part set of recommendations. The Commission's Final Report consists of two volumes, the first of which is *A History of Washington's Local Governments*. In this second volume, the Commission summarizes its analysis of the three leading problems of local governments today, states its goals, and offers recommendations for achieving them.

PROBLEMS

- (1) **Citizens expect urban levels of services in certain unincorporated areas.** Citizens in densely populated but unincorporated areas desire levels of services that are characteristic of cities, but existing local governments are often not well designed to provide them. Cities have difficulty gaining voter approval for annexation; counties normally do not have the necessary revenue-raising capability; and special purpose districts, limited to a single service, can become so numerous and overlapping that in the aggregate they lack accountability and sometimes efficiency.
- (2) **Problems and/or service needs extend across governmental boundaries.** In many cases, particularly where population has grown and spread across a broad area, problems and service needs tend to have an areawide scope that do not respect long-established legal boundaries. The presence of many local governments means that there can be serious problems of coordination, delay, inaction, or duplication.
- (3) **Local governments' revenues are not adequate to their service responsibilities.** Revenue sources are stagnating. The federal government has recently eliminated general revenue-sharing and cut back a number of grant programs. The differing economic and political contexts across the state provide local governments with different revenue-raising capabilities. At times, local governments compete with each other to raise revenue from the same sources. There is also a lack of "fit" between revenue sources and service responsibilities. Finally, the federal and state governments continue to expect or require local governments to meet high performance standards, but do not always provide financial assistance to do the job.



DRAFT
Supplemental Environmental Impact Statement

Final Docket XIII Comprehensive Plan Amendment - Paramount of
Washington LLC ■ Snohomish County ■ February 2009

Chapter 4. Draft SEIS Comments and Responses

4.1. Overview

Chapter 4 of this Final SEIS contains responses to the written comments on the Draft SEIS provided during the comment period. The comment period for the Draft SEIS extended from February 6, through March 23, 2009.

4.2. Public Comments

The County received nine comment letters or emails from state and local agencies and eight public comment letters or emails during the comment period. Table 4-1 contains a list of the comments submitted, the author of the comment, and the date it was received by the County. Table 4-2 provides a response to the comments from each letter or email and a copy of each comment letter or email follows Table 4-12.

Table 4-1. Docket XIII Draft SEIS Comment Letters–Paramount of Washington LLC

Letter Number	Date Received	Author
Public Agencies		
1.	February 24, 2009	Community Transit
2.	February 13, 2009	Port of Edmonds
3.	February 24, 2009	City of Shoreline
4.	March 11, 2009	City of Shoreline
5.	March 23, 2009	City of Shoreline
6.	March 2, 2009	Shoreline Fire Department
7.	February 24, 2009	Town of Woodway
8.	March 23, 2009	Town of Woodway
9.	March 18, 2009	Washington State Department of Transportation
Public Comments		
10.	February 16, 2009	Marcellus Buchheit

Letter Number	Date Received	Author
11.	March 23, 2009	Bob Ferguson, King County Councilmember
12.	February 27, 2009	Gary Huff, Karr Tuttle Campbell
13.	March 23, 2009	Gary Huff, Karr Tuttle Campbell
14.	February 27, 2009	Douglas Luetjen, Karr Tuttle Campbell
15.	March 14, 2009	Gary Reiersgard
16.	February 23, 2009	Richmond Beach Community Association
17.	March 10, 2009	Whitney Storm

4.3. Responses to Comments

The responses listed in Table 4-2 are numbered to correspond to the numbers shown in the left-hand margin of the comment letters. Comments that state an opinion or preference are acknowledged with a response that indicates the comment is noted. These comments will be forwarded to the appropriate decision-makers as part of the Final SEIS. Comments that ask questions, request clarifications, propose corrections, or are related to the Draft SEIS are provided a response that explains the approach, offers corrections, or provides other appropriate replies.

Table 4-2. Responses to Comments

Comment Number	Response
Letter #1: Community Transit	
1.	The comment is noted.
2.	The comment is noted. Analysis of impacts from adoption of Docket item GPP16 Fully Contained Communities (FCC) was included as a part of Addendum No. 13 to the FEIS for the Snohomish County GMA Comprehensive Plan 10-Year Update. Addendum No. 13 was issued February 9, 2009, relating to adoption of amendments to the General Policy Plan as part of Final Docket XIII, Batch 2. An Addendum to an EIS provides additional analysis and/or information about a proposal or alternatives where their significant environmental impacts have been disclosed and identified in previous environmental documents (WAC 197-11-600(3)(b)(ii)). No significant impacts beyond those identified in the County's EIS for the 10-Year Update and the 2006 Supplemental EIS are expected to occur for this nonproject action.
3.	The comment is noted. GPP17 Rural Population Target Reduction and GPP18 Rural Cluster Subdivisions (RCS) were included in Addendum No. 13. Please see response to Comment 2, this letter. GPP19, regarding Purchase of Development Rights (PDR), was not included in an environmental review because the Council and staff concluded that the existing GPP text allows creation of a countywide PDR program.
4.	The comment is noted. Analysis of impacts from adoption of Docket item GPP2 Cathcart Area was included in Addendum No. 11. Please see response to Comment 2 of this letter.
5.	The comment is noted. The transportation assessment presented in the Draft SEIS states that the build-out of mixed use development under the proposed zoning would be expected to provide adequate density to support transit service at the site. However, it also indicates that it is construction of a train station to support commuter rail is "not considered feasible in the foreseeable future." Sound Transit did identify a potential "provisional" station at Point Wells as part of Sound Move (Sound Transit 2005). However, the provisional station was not carried into the Sound Transit 2 (ST2) Plan, which reflects the current plan through 2023 (Sound Transit 2009). Thus, for the 2025 transportation analysis reflected in the SEIS, it was determined that assumption of a high capacity rail station is not reasonable. Potential mitigation measures

projects described under Affected Environment were designed as part of the District's 2003 plan under the assumption that future development on the Paramount site would be low-density residential in nature. The high-density residential, commercial, and office uses included in the Proposed Action would have significantly higher fire flow and storage requirements, and project-level review would be required to determine precise water demand and cost of infrastructure extension.

No Action Alternative

Because of the anticipated additional employment at the Paramount site, the No Action Alternative has the potential to result in a slight increase in water demand over existing conditions. Project-level review would be required to determine precise potable water and fire-flow requirements for any new development.

Mitigation Measures

The District is currently updating its capital facilities plan for release in 2009. If the Proposed Action is implemented, the District would be made aware of the change in land use designation so that it may plan accordingly.

Residential development of the Paramount site would require extension of services to the site, as well as possible system upgrades to meet fire flow and storage requirements. Future development would require coordination with the County and the District to determine project-level infrastructure needs and identify necessary upgrades and appropriate mitigation measures.

Significant Unavoidable Adverse Impacts

Implementation of the Proposed Action would result in an overall increase in water consumption and a greater need for water distribution infrastructure to serve the site.

3.12.5. Sanitary Sewer Systems

Affected Environment

The Paramount site is located in Sewer Basin 24 of the Ronald Wastewater District (RWD). RWD serves Shoreline in King County and the immediate vicinity of the Paramount site in unincorporated Snohomish County. RWD serves approximately 55,524 residents with over 16,000 sewer connections and maintains approximately 190 miles of pipeline and 16 pump stations (Ronald Wastewater District 2008). RWD's Lift Station 13 is located at 20454 Richmond Beach Drive NW, approximately 0.2 mile south-southwest of the site, and currently handles flows from four upland residential parcels in addition to the Paramount facility. The lift station was last upgraded in 1996.

Aside from the lift station, very little sanitary sewer infrastructure exists in the vicinity of the Paramount site. An 8-inch gravity sewer serves four residential parcels southeast of the lift station, but RWD does not maintain any other infrastructure in Sewer Basin 24.

The 2007 amendment to RWD's comprehensive sewer plan indicates that improvements to sewer infrastructure in Basin 24 are planned to support future residential and commercial development in the area. These projects include an upgrade to Lift Station 13 and the installation of an 8-to-12-inch sewer main along the BNSF right-of-way. The plan indicates that the precise locations of these projects are subject to the level of development experienced in the area, and alternative pipeline alignments and lift station locations may be evaluated as development proceeds (Ronald Wastewater District 2001, amended 2007).

Impact Analysis

Proposed Action

Under the Proposed Action, the Paramount site could accommodate up to 3,500 new multifamily dwelling units with a population of up to 6,442. The planned sewer pipeline and lift station improvements described under Affected Environment were sized to accommodate flows from low-density residential development, specifically R-9,600 zoning (approximately 4.5 units per acre). Assuming 2.4 persons per household, a flow rate of 85 gallons per capita per day, and a peaking factor of 4.0, the improvements were designed for total expected flows of 780,480 gallons per day (gpd).

The Proposed Action assumes much higher residential densities (95 units per developable acre) and the inclusion of 896 employees. Using the same residential flow rates as in the previous paragraph, the increased density of the Proposed Action could generate peak flows of up to 2.2 mgd. Commercial development (assuming 20 gallons per capita per day) could generate an additional 17,920 gpd. Demand for wastewater transmission and treatment under this scenario would exceed the capacity of both existing infrastructure and currently planned capital improvements. As such, the Proposed Action would result in significant impacts on wastewater service.

No Action Alternative

The anticipated increase in employment at the Paramount site under the No Action Alternative has the potential to increase demand on sanitary sewer facilities in the vicinity by generating slightly higher daytime flows. The pipeline improvements and lift station upgrades planned by RWD have been designed to accommodate residential densities and would be more than adequate to handle flows from the increased employment under the No Action Alternative. With implementation of these capital improvements, the No Action Alternative is not anticipated to result in significant impacts on wastewater service.

Mitigation Measures

Residential development of the Paramount site would require the extension of sanitary sewer services and connection to existing infrastructure. Coordination with RWD will be necessary to amend RWD's capital facilities plan to reflect higher levels of growth and ensure that future facilities have adequate capacity for the proposed demand. The RWD Comprehensive Sewer Plan indicates that a pre-design study shall be conducted to determine if Lift Station 13 will require