



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

September 19, 2000

Ordinance 13939

Proposed No. 2000-0496.1

Sponsors Miller

1 AN ORDINANCE authorizing the executive to enter into an
2 agreement with Cross Valley Water District for acquisition
3 of the Lower Bear creek trunk sewer.
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5

6 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

7 SECTION 1. The executive or the executive's designee is hereby authorized to
8 enter into an agreement with Cross Valley Water District, substantially in the form of

Ordinance 13939

9 Attachment A attached to this ordinance, for acquisition of the Lower Bear creek trunk
10 sewer.
11

Ordinance 13939 was introduced on 9/5/00 and passed by the Metropolitan King County Council on 9/18/00, by the following vote:

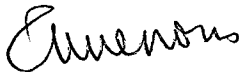
Yes: 12 - Mr. von Reichbauer, Ms. Miller, Ms. Fimia, Mr. Phillips, Mr. Pelz,
Mr. McKenna, Ms. Sullivan, Mr. Nickels, Mr. Pullen, Mr. Gossett, Mr. Vance
and Mr. Irons
No: 0
Excused: 1 - Ms. Hague

KING COUNTY COUNCIL
KING COUNTY WASHINGTON



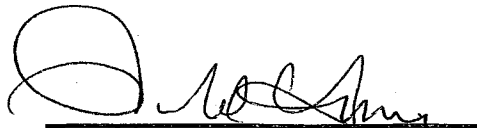
Pete von Reichbauer, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 21 day of September, 2000.



Ron Sims, County Executive

Attachments A. King County Cross Valley Water District Lower Bear Acquisition Agreement

CROSS VALLEY WATER DISTRICT

KING COUNTY

LOWER BEAR CREEK ACQUISITION AGREEMENT

THIS AGREEMENT, made as of the _____ day of _____, 2000 between the Cross Valley Water District, a municipal corporation of the State of Washington with offices located at 8710 180th Street SE, Snohomish, Washington (hereinafter referred to as "the District") and King County, a political subdivision of the State of Washington, (hereinafter referred to as "the County");

WITNESSETH:

WHEREAS, the parties have entered into a long term Agreement for Sewage Disposal dated March 16, 1993, hereinafter referred to as the "Basic Agreement"; and

WHEREAS, The District constructed a Trunk Sewer that obviated the need for certain facilities contemplated by The County's Comprehensive Wastewater Plan; and

WHEREAS, said Trunk Sewer was constructed in accordance with the County's design and construction standards and meets all established criteria for inclusion in the County's metropolitan sewage system and the District now desires that the County assume responsibility for operation, maintenance, repair and replacement of said Trunk Sewer;

NOW THEREFORE, it is hereby agreed as follows:

Section 1. Conveyance of Trunk Sewer to the County

From and after the date of this agreement, the County shall have the sole responsibility to operate, maintain, repair and replace the Lower Bear Creek Trunk Sewer (hereinafter the "Trunk Sewer") and its appurtenant structures from the King-Snohomish line to its point of connection with the County's Lower Bear Creek Trunk Sewer at manhole W11-A19 as delineated in Appendix A attached hereto. Said Trunk Sewer consists of approximately 3,149 linear feet of 30-inch diameter PVC C905 constructed by the District and 143 feet of 30-inch diameter reinforced concrete pipe previously constructed by Metro (predecessor to the County) under NE 195th Street.

Section 2. District Reimbursement

Following conveyance of the Lower Bear Creek Trunk Sewer to the County as provided in Section 1 the County shall reimburse the District for the costs incurred to construct the Trunk Sewer in the following manner:

- A. Amount. The County shall pay to the District the sum of Sixty-Seven Thousand Five Hundred Dollars (\$67,500.00) for each fifty (50) residential customers and/or residential customer equivalents which are connected to the District system from the time it is placed in operation by the district.
- B. Time of Payment. Payment shall be made to the District by the County as each fifty (50) additional customers are so connected.
- C. Procedure of Payment. The District reports quarterly to the County the number of customers served by the County's metropolitan sewerage system, and the number of new customers so served as appearing on such quarterly report shall be the basis for determining when payment should be made. The County will make payment promptly without requiring a billing invoice from the District when the quarterly report indicates the addition of each fifty (50) customer increment. Reimbursement payments shall be made without interest and shall continue until the total project cost incurred by the District is repaid.

Total project cost shall include contract construction cost, sales tax, permit fees, cost of easements, franchises and rights of way, legal costs, property restoration costs, engineering design costs and construction inspection costs. The total project cost, which is estimated at \$1,288,379.88, is subject to audit by the county to determine conformance to this section.

D. Future Extensions. Residential customers and residential customer equivalents acknowledged pursuant to this agreement and necessary to effect total reimbursement of the District's cost pursuant to this agreement shall not be included in or otherwise applied to the County's financial feasibility determination for any future extensions of the County System that may be requested by the District.

Section 3. Legal Relations

The District hereby transfers and conveys the Lower Bear Creek Trunk Sewer and its appurtenant structures as described in Section 1 above to the County. From and after the date of this agreement, the County shall be the sole legal owner of the Trunk Sewer.

The District also hereby conveys and assigns to the County any and all easements, decrees of appropriation, judgments and access rights (Rights) associated with the Trunk Sewer and will take such other actions as may be reasonably requested by the County to further formalize the transfer of said Trunk Sewer to the County.

Section 4. Basic Agreement Unchanged

All provisions of the Basic Agreement shall remain in full force and effect as written therein.

Section 5. Effective Date

This Agreement shall take effect upon its execution by authorized representatives of the parties as set forth below.

Section 6. Termination

This agreement shall terminate upon fulfillment of the obligations of the parties to each other.

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

CROSS VALLEY WATER DISTRICT

ATTEST:

KING COUNTY

Approved as to Form:

William Blakney, WSBA #16734
Sr. Deputy Prosecuting Attorney

Pam Bissonnette, Director
Department of Natural Resources