



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

September 5, 2001

Ordinance 14193

Proposed No. 2001-0377.1

Sponsors Phillips and Irons

1 AN ORDINANCE authorizing the executive to enter into an
2 agreement with the Alderwood Water and Wastewater
3 District for acquisition of the Swamp creek and North creek
4 trunk sewers.

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BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

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SECTION 1. The executive or the executive's designee is hereby authorized to

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enter into an agreement with the Alderwood Water and Wastewater District, substantially

Ordinance 14193

10 in the form of Attachment A to this ordinance, for acquisition of the Swamp creek and
11 North creek trunk sewers.
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Ordinance 14193 was introduced on 7/16/01 and passed by the Metropolitan King
County Council on 9/4/01, by the following vote:

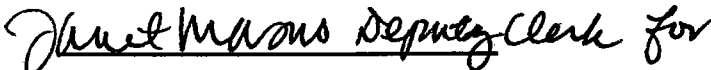
Yes: 11 - Mr. von Reichbauer, Ms. Miller, Mr. Phillips, Mr. Pelz, Mr.
McKenna, Ms. Sullivan, Mr. Nickels, Mr. Pullen, Mr. Gossett, Mr. Thomas
and Mr. Irons
No: 0
Excused: 2 - Ms. Fimia and Ms. Hague

KING COUNTY COUNCIL
KING COUNTY WASHINGTON



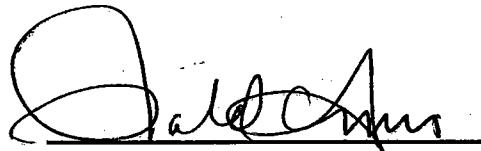
Pete von Reichbauer, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 12 day of September, 2001.



Ron Sims, County Executive

Attachments A. Alderwood Water and Wastewater District, King County, Swamp Creek and North
Creek Trunk Sewer Acquisition Agreement

ALDERWOOD WATER AND WASTEWATER DISTRICT**KING COUNTY****SWAMP CREEK AND NORTH CREEK TRUNK SEWER ACQUISITION
AGREEMENT**

THIS AGREEMENT, made as of the _____ day of _____, 2001 between Alderwood Water and Wastewater District, a municipal corporation of the State of Washington with offices located at 3626 156th Street SW, Lynnwood, 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, King County owns and operates wastewater conveyance and treatment facilities in King County and the District owns and operates wastewater collection and conveyance facilities in Snohomish County; and

WHEREAS, the parties have entered into a long term Agreement for Sewage Disposal dated December 1, 1966, as amended, hereinafter referred to as the "Basic Agreement", that provides for the County's treatment and disposal of sewage collected by the District and delivered to the County's Metropolitan Sewerage System; and

WHEREAS, the Basic Agreement requires that the District deliver the sewage it collects in the areas defined by the agreement to the King-Snohomish County boundary and the District constructed the Swamp Creek and North Creek Trunk Sewers to convey sewage to the County's Metropolitan Sewerage System at the King-Snohomish County boundary; and

WHEREAS, the Metropolitan King County Council, on November 30, 1999, adopted the Regional Wastewater Services Plan (RWSP) and said plan calls for uniform criteria throughout King County's wastewater service area for determining the ownership, operation and financing of interceptor and trunk sewers; and

WHEREAS, the Swamp Creek and North Creek Trunk Sewers in the Snohomish County portion of King County's sewage treatment service area conform to the criteria that has been used for the above described purpose in the remainder of the service area and inclusion of those trunk sewers in the County's Metropolitan Sewerage System would result in uniform application of said criteria throughout the service area as called for in the RWSP; and

WHEREAS, the County and the District have determined that inclusion of the trunk sewers in the Metropolitan Sewerage System would create greater equity among all

ratepayers of the system and the County and the District have formulated specific terms and conditions for the transfer of the trunk sewers to the County from the District;

NOW THEREFORE, it is hereby agreed as follows:

Section 1. Conveyance of Trunk Sewers to the County

The District hereby conveys to the county the Swamp Creek and North Creek Trunk Sewers (hereinafter the Trunk Sewers) and its appurtenant structures as described in this Section 1 and on Exhibit A attached hereto.

The Swamp Creek Trunk consists of approximately 39,884 lineal feet of sewer line of varying diameter with a northern terminus on Manor Way approximately 1100 feet north of 148th St. SW (District Manhole No. SW35A008) and a southern terminus at the King-Snohomish County boundary on NE 204th St. approximately 350 feet south of 244th St. SW (District Manhole No. SW36D00A).

The North Creek Trunk consists of approximately 34,934 lineal feet of sewer line of varying diameter with a northern terminus at 164th St. SE (District Manhole No. SW06C030) and a southern terminus in the I-405 right-of-way at the King-Snohomish County boundary (District Manhole No. SE32C00A).

The North Creek Trunk also includes "North Creek Trunk Schedule II" which consists of approximately 13,701 lineal feet of sewer line of varying diameter with a northern terminus approximately 250 feet east of the intersection of 19th Ave. SE and 217th Pl. SE (District Manhole No. NE30C028) and a southern terminus at the King Snohomish County boundary approximately 200 feet west of North Creek (District Manhole No. SE32C00C).

The District also hereby conveys and assigns to the County any and all permits, easements, decrees of appropriation, judgments and access rights associated with the Trunk Sewers. The District will take such other actions as may be reasonably requested by the County to further formalize the transfer of the Trunk Sewers and associated rights 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 Trunk Sewers and their appurtenant structures (including the terminal manholes) as described in this Section 1 and delineated on Exhibit A.

Section 2. Reimbursement of District Costs

To compensate the District for the Trunk Sewers the County will pay the District \$16,526,916 in accordance with the following schedule:

Payment #1 in the amount of \$1,126,916 will be made by July 1, 2001 or 45 days after the date of this agreement, whichever is later.

Payment #2 in the amount of \$5 million will be made by July 1, 2002.

Payment #3 in the amount of \$5.2 million will be made by July 1, 2003.

Payment #4 in the amount of \$5.2 million will be made by July 1, 2004.

The County may, at its sole option, pay the total outstanding balance in advance of the scheduled due dates.

Section 3. Amendment of Basic Agreement

Section 4 of the Basic Agreement is hereby amended to read as follows:

“Section 4. Connection of Local Sewerage Facilities to the Metropolitan Sewerage System. Local Sewerage Facilities of the District which may be required for delivery of sewage to Metro shall be connected to facilities of the Metropolitan Sewerage System at such time as any of the facilities of such Metropolitan Sewerage System shall be available to receive sewage collected by such local facilities. Such connection shall be accomplished at the expense of the District and in accordance with the rules and regulations of Metro at such point or points as shall be determined by Metro. The District shall secure and pay for the right to use all Local Sewerage Facilities of another participant which may be required to deliver the District’s sewage to the Metropolitan Sewage System.”

Section 6 of the Basic Agreement is hereby amended to read as follows:

“Section 6. Responsibility of District. The District shall be responsible for the delivery to the Metropolitan Sewerage System of sewage collected by the District which is required to be delivered to Metro hereunder, for the construction, maintenance and operation of Local Sewerage Facilities, and for the payment of all costs incident to the collection of such sewage and its delivery to the Metropolitan Sewerage System. All sewerage facilities of the District carrying sewage to Metro shall be constructed and maintained in accordance with the rules and regulations of Metro and shall be constructed, maintained and operated by the District at no expense or risk to Metro.

Section 4. Basic Agreement Unchanged

Except as specifically provided by this agreement, 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 or the parties to each other.

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

ALDERWOOD WATER AND WASTEWATER DISTRICT

KING COUNTY

Approved as to Form:

William Blakney, WSBA #16734
Sr. Deputy Prosecuting Attorney

Pam Bissonnette, Director
Department of Natural Resources