

MOTION NO. 2788

A MOTION authorizing the King County Executive to enter into an agreement with the City of Renton, King County Water District No. 107, Metro and the Washington State Department of Ecology regarding Surface Water Planning and Development controls in the May Creek Drainage Basin in conjunction with the Newcastle Communities Plan.

WHEREAS, present human occupancy and settlement of the May Creek drainage basin has created health and water quality problems associated with the absence of a sanitary sewer system in portions thereof; and

WHEREAS, Metro, Renton and King County Water District No. 107 are parties to an "Extension to the May Creek Interceptor Agreement" dated the 16th day of January, 1975, for the construction of and extension to Metro's May Creek Interceptor so that Renton and the Water District may expand their local sewer systems in the basin for the purpose of alleviating above said health and water quality problems; and

WHEREAS, the parties hereto recognize that the proposed interceptor program also has the potential of encouraging increased building and land development in the May Creek basin, and that said development may adversely affect the rate of flow and water quality of May Creek; and

WHEREAS, Metro is the lead agency for preparation of the Section 208 plan under the Federal Water Pollution Control Act and is therefore involved in the study of drainage problems in the Green River and Cedar River drainage basins, of which May Creek is a part; and

WHEREAS, Metro and the King County Water District No. 107 have responsibilities in operating the proposed interceptor and the Water District has the power to condition approval of hookups of individual property owners to the interceptor through requiring consent to formation of utility local improvement district (ULID) for surface water management improvements; and

1 WHEREAS, King County has authority for coordination of urban
2 drainage as recommended by RIBCO and is developing the planning
3 and management capabilities to exercise that authority; and

4 WHEREAS, King County has authority for land use planning and
5 development control in the May Creek area and will be preparing a
6 comprehensive land use and community development plan known as
7 the Newcastle Communities Plan for an area which encompasses
8 May Creek Basin; and

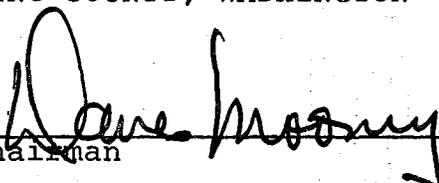
9 WHEREAS, Quendall Terminals, a firm doing business in the
10 May Creek Basin, has legal action pending against the County.

11 NOW THEREFORE, BE IT MOVED by the Council of King County:

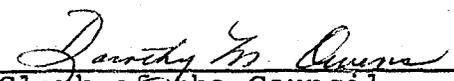
12 The King County Executive is authorized to enter into an
13 agreement in substantially the same form as attached hereto by
14 and between KING COUNTY, THE CITY OF RENTON, KING COUNTY WATER
15 DISTRICT NO. 107, THE MUNICIPALITY OF METROPOLITAN SEATTLE
16 (Metro), and the DEPARTMENT OF ECOLOGY OF THE STATE OF
17 WASHINGTON (DOE); Provided, that Quendall Terminals has resolved
18 its pending and future legal action against the County in a manner
19 satisfactory to the Prosecuting Attorney's Office.

20 PASSED this 6th day of December, 19 76.

21 KING COUNTY COUNCIL
22 KING COUNTY, WASHINGTON

23 
24 Chairman

25 ATTEST:

26
27 
28 Clerk of the Council

12/6/76

PROPOSED SUBSTITUTE MOTION 76-1011

Amendment requested by Quendall Terminals

(Due to late receipt of this request, after revised agreement was typed, it is presented separately for your consideration. It is agreeable with the Prosecutor's Office, Donovan Tracy of Resource Planning and Hydraulics).

The following would be added on Page 3 of the Agreement (12/6/76) at the end of the first paragraph under "1. Preparation and Adherence to Plans."

"The Plan will include steps to control the impact of bedload from May Creek on navigable waters near the shoreline of Lake Washington and on low-lying areas marginal to the Lake which are subject to flooding during periods of extreme runoff from the May Creek drainage area."

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AGREEMENT

THIS AGREEMENT is entered into by and between KING COUNTY (hereinafter referred to as "County"), THE CITY OF RENTON, a municipal corporation of the State of Washington (hereinafter referred to as "Renton"), KING COUNTY WATER DISTRICT NO. 107, a municipal corporation (hereinafter referred to as "District"), and the MUNICIPALITY OF METROPOLITAN SEATTLE (hereinafter referred to as "METRO"), and the DEPARTMENT OF ECOLOGY OF THE STATE OF WASHINGTON (hereinafter referred to as "Department of Ecology") as follows:

W I T N E S S E T H:

WHEREAS, present human occupancy and settlement of the May Creek drainage basin (as described in Exhibit A and hereinafter referred to as "the basin") has created health and water quality problems associated with the absence of a sanitary sewer system in portions thereof; and

WHEREAS, Metro, Renton and District are parties to an "Extension to the May Creek Interceptor Agreement" dated the 16th day of January, 1975, for the construction of an extension to Metro's May Creek interceptor so that Renton and the District may expand their local sewer systems in the basin for the purpose of alleviating said health and water quality problems; and

WHEREAS, the parties hereto recognize that the proposed interceptor program also has the potential of encouraging increased building and land development in the May Creek basin, and that said development may adversely affect the rate of flow and water quality of May Creek; and

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WHEREAS, the parties hereto recognize the desirability of additional measures by all agencies in order to minimize or reduce the possibility of adverse effects of said development; and

WHEREAS, County has enacted Ordinances Nos. 2281 and 2812 in an effort to control flooding and consequent erosion and siltation arising from building and land development within County, and Renton is in the process of preparing a comparable ordinance for enactment; and

WHEREAS, Metro is the lead agency for preparation of the Section 208 plan under the Federal Water Pollution Control Act and is therefore involved in the study of drainage problems in the Green River and Cedar River drainage basins, of which May Creek is a part; and

WHEREAS, Metro and District have responsibilities in operating the proposed interceptor and the District has the power to condition approval of hookups of individual property owners to the interceptor through requiring consent to formation of utility local improvement districts (ULID) for surface water management improvements; and

WHEREAS, County has authority for coordination of urban drainage as recommended by RIBCO and is developing the planning and management capabilities to exercise that authority; and

WHEREAS, County has authority for land use planning and development control in the May Creek area and will be preparing a comprehensive land use and community development plan known as the Newcastle Communities Plan for an area which encompasses the May Creek Basin;

NOW, THEREFORE, the parties hereto agree as follows:

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1. Preparation and Adherence to Plans.

The County hereby agrees to prepare a surface water plan for the basin in conjunction with the Newcastle Communities Plan and to employ the Storm Water Management Model (SWMM), a computer model. The County will collect and evaluate all necessary land use, environmental and other required field data, with the exception of stream and rain data, necessary to undertake such planning. The basin surface water plan will test the impacts of land use alternatives on the hydrologic system of the basin. Any planned improvements and other actions will be integrated with the land use and phased development element of the Newcastle Communities Plan. The County will identify existing and potential critical flood, drainage and erosion areas within the basin. The Plan will include steps to control the impact of bedload from May Creek on navigable waters near the shoreline of Lake Washington and on low-lying areas marginal to the Lake which are subject to flooding during periods of extreme runoff from the May Creek drainage area.

The plan will comply with, but is not limited to, the provisions and requirements of the County Services Act, RCW 36.94, will include adequate detail to assure technical feasibility and will further provide for the methods of distributing the cost and expense, and the economic and financing feasibility, of plan implementation.

The basin surface water plan, upon adoption, will be the official guide for King County in conjunction with the Newcastle Communities Plan for the unincorporated area and will be the official guide for Renton in conjunction with the Renton Comprehensive Plan for the incorporated area for decisions regarding building and land development, the expenditure and obtainment of capital funds, the assessment of service charges, and other actions affecting the physical environment of the basin.

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The District will coordinate the timing and development of sewer extensions for the Newcastle planning area with the phasing of development as specified by the Newcastle Communities Plan and the basin surface water plan.

2. Computer Modeling.

METRO, the District and Renton hereby agree to assist the County with its basin field work by providing the County with any and all pertinent information (including maps, construction drawings, etc.) on basin topography and hydrology.

METRO hereby agrees to assist the County in the May Creek calibration of the County's version of the Storm Water Management Model (SWMM). METRO will analyze and interpret predicted water quality impacts of alternate stormwater plans.

3. Periodic Stream Monitoring.

METRO agrees to initiate a baseline water quality study by Fall, 1977. The baseline study will be a comprehensive program of one year's duration. The study will consist of the following elements:

stream gauging

rain gauging

chemical, physical and benthic analysis

sediment load and transport rate analysis

4. Water Quality Standards.

METRO agrees to interpret water quality trends at suitable regular intervals and as required for May Creek during and following the May Creek baseline study. METRO will assist the County in the identification of critical existing and potential flood, drainage and erosion areas within the basin.

5. Approval of Hookups and Issuance of Permits.

The parties recognize that property owners within the basin will benefit from the preparation and implementation of a surface water plan and should pay a reasonable share of the costs of surface water management improvements. Such payment may be provided by, but is not limited to, the establishment of and reasonable assessments pursuant to one or more Utility Local Improvement Districts (ULID) within the basin. In order to fully provide for and fund drainage improvements within the basin, any ULID established by the County may include territory within the city of Renton. Renton hereby gives its written consent to the establishment by the County of a ULID which would include territory within Renton.

County and Renton hereby agree to immediately prepare and consider adoption of ordinances to provide that no approvals or permits required for building and land development (from among those identified on Exhibit B, attached hereto) shall be issued to any property owner within the basin until said property owner in writing has consented to the establishment of and a reasonable assessment for a surface water management ULID or has agreed by contract with the County or Renton to pay a reasonable share of the costs of surface water management improvements within the basin. Such consent by owners shall be in substantially the same form as Exhibit C, attached hereto.

METRO and the District hereby agree that the District shall prepare and consider adoption of ordinances, regulations or resolutions providing that property owners within the basin shall hook up to the system served by the interceptor only upon said property owners' written consent to the establishment of and a

reasonable assessment for a surface water management ULID which may be formed. Such consent by owners shall be in substantially the same form as Exhibit D, attached hereto. If District shall form a ULID, then financing for such shall be only on a 100% assessment role basis.

6. Interim Controls.

Renton and the County shall immediately prepare and consider adoption of ordinances providing that in critical flood, drainage, and/or erosion areas of the basin, Renton and the County shall cease to issue, until the surface water plan for the basin has been adopted, any new approvals or permits for building and land development from among those on Exhibit B, which may cause or aggravate water quality and quantity problems.

7. Allocation of Costs and Responsibilities.

The parties shall bear full responsibility for the costs of performing the functions specifically identified for each party in Sections 1 through 6 of this Agreement: Provided, that the costs of preparing the surface water plan described in Section 1 shall be allocated as follows:

- (a) King County: fifty percent (50%);
- (b) Renton, DOE, METRO and Water District 107:
Fifty percent (50%).

The County shall designate a project manager for preparation of the basin plan; the other parties shall designate one person each to coordinate with the County project manager.

8. Hold Harmless.

The parties hereto expressly recognize that liability under this Agreement is several, and not joint. Each party to this Agreement hereby expressly agrees to hold harmless all other parties as a result of its performance or failure to perform any of the affirmative duties required of it under this Agreement.

DATED this _____ day of _____, 1976.

KING COUNTY

ATTEST:

BY _____

BY _____

CITY OF RENTON

ATTEST:

BY _____

KING COUNTY WATER DISTRICT
NO. 107

ATTEST:

BY _____

BY _____

METRO

ATTEST:

BY _____

DEPARTMENT OF ECOLOGY

ATTEST:

BY _____

BY _____