

December 12, 1991  
S91-928.CS/ssj

Introduced by: Derdowski

Proposed No.: 91-928

MOTION NO. 8472

A MOTION authorizing the King County executive to sign an agreement with the City of Duvall relating to Annexation.

WHEREAS, the County has adopted the Snoqualmie Valley Community Plan effective September 15, 1989, and

WHEREAS, the Snoqualmie Valley Community Plan includes policies relating to expansion areas of cities and the annexation process, and

WHEREAS, the city has expressed its support for the goals and policies of the Snoqualmie Valley Community Plan, and

WHEREAS, the County and city wish to confirm that the goals of the Snoqualmie Valley Community Plan shall be used in planning for the City expansion areas, and

WHEREAS, the City has filed a Notice of Intent to annex with the Washington State Boundary Review Board for King County for property officially known as File No. 1729 - City of Duvall - Riverview School District Annexation, and

WHEREAS, the Riverview School District High School to be constructed on the annexed property is an important public facility;

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

The King County executive is authorized to enter into an agreement, substantially in the form attached, with the City of Duvall and the Riverview School District, relating to annexation of the property for Riverview School District High School.

PASSED this 23<sup>rd</sup> day of December, 1991.

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

Lois North  
Chair

ATTEST:

Gerald A. Peters  
Clerk of the Council

AGREEMENT AMONG THE CITY OF DUVALL, THE RIVERVIEW  
SCHOOL DISTRICT AND KING COUNTY  
RELATING TO ANNEXATION

12/11/91

THIS IS AN AGREEMENT among King County, a home rule charter county, a political subdivision of the State of Washington, hereinafter referred to as the "County"; the City of Duvall, a municipal corporation of the State of Washington, hereinafter referred to as the "City"; and the Riverview School District, a municipal corporation of the State of Washington, hereinafter referred to as the "District".

WHEREAS the County has adopted the Snoqualmie Valley Community Plan effective September 15, 1989, and

WHEREAS the Snoqualmie Valley Community Plan includes policies relating to expansion areas of cities and the annexation process, and

WHEREAS the City has expressed its support for the goals and policies of the Snoqualmie Valley Community Plan, and

WHEREAS the County and City wish to confirm that the goals of the Snoqualmie Valley Community Plan shall be used in planning for the City expansion areas, and

WHEREAS the City has filed a Notice of Intent to annex with the Washington State Boundary Review Board for King County for property officially known as File No. 1729 - City of Duvall - Riverview School District Annexation, and

WHEREAS the Riverview School District High School to be constructed on the annexed property is an important public facility,

NOW, THEREFORE, the parties hereto agree as follows:

1. Scope of Agreement.

The parties agree that this agreement applies to the property described in the Washington State Boundary Review Board (BRB) for King County File No. 1729.

Because the scope is exclusively for this expansion area, certain policies from the Snoqualmie Valley Community Plan (SVCP) do not apply and will be deferred to a City expansion-area-wide preannexation agreement between the City and County. These policies are briefly described and numbered as follows:

- SQP 57 Growth Reserve
- SQP 62 Phasing of annexations
- SQP 64.3 Density of residential development
- SQP 64.6 Buffers from forest and/or agriculture land
- SQP 64.7 Historic preservation
- SQP 64.9 Responsibility for parks and other public facilities
- SQP 64.10 I-90 Corridor (not applicable to Duvall)

In addition the policies described in Section 3 below will be included in the expansion-area-wide agreement; it is with implementation being applicable to a range of development and locations. During preparation of that agreement, the City and County will address entering a separate agreement authorizing development of a reciprocal road mitigation payment process. The City and County agree that time is of the essence in negotiating and executing the expansion-area-wide preannexation interlocal agreement.

## 2. Use of property.

The parties agree that this annexation is being proposed solely to enable the City to process an application from the Riverview School District to construct a high school and that this building permit application will be the only one for this property to be processed by the City prior to executing the expansion-area-wide preannexation interlocal agreement with the County.

## 3. Snoqualmie Valley Community Plan Policies.

The parties agree that the following Snoqualmie Valley Community Plan policies will be applied and/or implemented by the City as part of the review process for the building permit for the new high school which the District is planning to apply for in 1992.

a. SQP 52, 53, 55 & 56: Policies relating to annexations in expansion areas, preservation of rural lands. The County agrees that the City has complied with these policies as the proposed annexation is within the expansion area of the City as described in the SVCP.

b. SQP 63: Policy relating to water and sewer comprehensive plans. The parties agree that the annexation area will upon annexation be within the City service area for water and sewer service.

c. SQP 54, 64.1 & 64.4: Policies relating to provision of public services and public facilities. The City will provide the public services of police, roads maintenance, water, sewer and general governmental services to the annexation area.

The City will provide the public facilities of roads and traffic control, water distribution, and sewer collection facilities to the annexation area.

The City has evaluated its resources and facilities and, based on that evaluation, promises that extension of these services and facilities to the annexation area will not adversely affect services to current residents of the City.

d. SQP 64.2: Policies relating to service contracts and/or equitable transfer of responsibilities and assets with water and fire districts. The parties agree that the City water service will be available to the annexation area and connection by the District will be a condition of issuing the a certificate of occupancy. The City will certify through the SEPA process that there is sufficient domestic supply to serve the high school to be built.

The parties agree that Fire District 45 currently serves the annexation area. The City shall formally notify the Fire District of the projected increased service needs, if any, and will address Fire District facility and equipment needs through the SEPA process.

e. SQO 58, 59, 60, 61, 63, 64.1, 65: Policies relating to water quality and flood control. The parties agree that protecting the quality of the Snoqualmie River and its tributaries is of the highest priority. The City will apply the standards of the 1990 King County Surface Water Design Manual, and any subsequent revisions made prior to application for permit(s), to the District application for permit(s).

The City will not issue any occupancy permit to the District for the High School until the School is served by sewer lines connected to the expanded waste water treatment plant now being constructed by the City under the regulations of the State Department of Ecology. The City and District will provide the County with documentation that the District has accepted this condition. The documentation could be in the form of a covenant (see Attachment A).

f. SQP 64.5: Policy relating to environmental protection for sensitive areas. The City will apply the standards of Duvall's Sensitive Areas Ordinance that will meet or exceed the County Sensitive Areas Ordinance to the School District application for permit(s). These standards will include a requirement that the School District provide for restoration of the wetlands and buffers altered or disturbed during the logging of the property.

g. SOP 64.8: Policy relating to public improvement standards. The City will apply adopted Duvall road standards which currently are per American Association of State Highway and Transportation Officials (ASHTO)). The City will include safety and frontage improvements, e.g., parking, pedestrian systems, when appropriate, as conditions to development permits for the School.

4. Monitoring of Implementation.

The parties agree that the SEPA process will be used to review compliance by the parties to the policy implementation as described in Section 3 above. The City agrees that the development conditions as described in Section 3 above shall be attached to the permit(s).

The parties agree to be co-lead on future SEPA process for the high school development and that time is of the essence in completing the SEPA review. The District shall be nominal lead agency per WAC 197-11-942.

5. Contract Administration.

This Agreement shall be administered by the Mayor of the City or a designee, the Superintendent of the District or designee, and the Director of the County's Department of Parks, Planning and Resources or a designee. Each party shall inform the other within thirty days of signing of this agreement of its respective contract administrator; timely notice will be given of changes in administrators.

6. Duration and Amendment of Agreement.

This Agreement shall become effective when it is executed by the parties hereto. The terms of this Agreement shall continue in full force and effect until an expansion-area-wide preannexation agreement is executed.

Amendments to this agreement may be made from time to time as mutually agreed by the parties in writing.

7. Entire Agreement.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous agreements, written or oral, between the parties with respect to the subject matter hereof.

KING COUNTY

CITY OF DUVALL

RIVERVIEW SCHOOL DISTRICT

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Superintendent

Approved as to form:

Approved as to form:

Approved as to form:

\_\_\_\_\_  
Deputy Prosecuting Attorney

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Attorney for District

u:duvall jbc 12/11/91

After Recording Return To

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EXHIBIT A

**ACKNOWLEDGMENT AND COVENANT  
FOR CITY OF DUVALL ANNEXATION**

The undersigned are the owners of the property described as:

The northeast quarter of the southeast quarter of Section 18,  
Township 26 North, Range 7 East, W.M., in King County,  
Washington. Except the south 30 feet of said property deeded to  
King County for Northeast 150th St.

Said property is in the process of being annexed into the City of  
Duvall, Washington, based on the Notice of Intent Petition filed by the  
undersigned and executed by Eldred Barker, the previous property owner, and  
upon an annexation petition executed by the undersigned. In conjunction  
with said annexation the undersigned hereby acknowledge and covenant as follows:

**Acknowledgment**

1. The undersigned are aware that the property will be zoned as specified in the City of Duvall Zoning Ordinance. The undersigned have been further advised that such zoning designation may be changed by the City in accordance with the new Duvall Comprehensive Land Use Plan which is currently being prepared and is expected to be adopted in early 1992.
2. The undersigned have been advised that the City of Duvall is currently subject to a consent decree between the City, private appellants, and the Department of Ecology which places strict limits on the operation of the Duvall sewage treatment plant. The City is also in the process of expanding the plant capacity. It is expected that the earliest the expanded plant will be completed is October of 1992. The undersigned have been advised that the property annexed herein will not be served by City sewers until the completion of the expanded plant and that the City cannot guarantee a specific completion date for the plant expansion.
3. The undersigned have been advised that the City will not accept building permit applications from the property being annexed herein which creates any additional load on the sewer treatment system until such time as the City, in its sole discretion, determines that adequate sewer capacity exists to serve such property. Further the City will not accept building permit applications from property annexed herein which require new septic systems. New construction on septic systems will not be permitted.

The undersigned further acknowledge that the City of Duvall currently has moratoria on the acceptance of applications for building permits which create an additional load on the sewage treatment system, for plats and short plats, and for rezones.

4. The undersigned understand that prior to annexation they will be required to pay the special connection charge (area charge on total site of approximately 38 acres) imposed by Ordinance #209 as amended by Ordinance #270, Ordinance #324, Ordinance #489, and Ordinance #507. Payment of this charge shall not constitute a promise to provide sewer service to the property in question until completion of the expanded treatment plant and a determination by the City that adequate sewer capacity exists to serve such property.

**Covenant**

The undersigned agree to hold the City of Duvall, its officers, agents, and employees harmless and release the City from liability for any cause of action based upon its annexation of this property and any subsequent decision by the City to deny development of the property because of federal, state, municipal or other limitations relating to the disposal of sewage, including limitations on sewer hookups, and sewer treatment plant capacity. The undersigned shall indemnify the City against all demands, claims, actions, loss, liabilities, damages and expenses, including attorneys' fees arising from the City's annexation of the property and any subsequent decision by the City to deny development of the property because of federal, state, municipal or other limitations relating to the disposal of sewage, including limitations on sewer hookups, and sewer treatment plant capacity. Said indemnification shall include but not be limited to any action brought by third parties against the City. If a lawsuit is filed against the City, its officers, agents or employees within the scope of the indemnification provision, the undersigned shall appear and defend that lawsuit at its own cost and expense, and, if judgment is rendered or settlement made requiring payment of damages by the City, its officers, agents, employees and volunteers, the undersigned shall pay the same.

The covenants and acknowledgements set forth herein shall be binding upon the heirs, successors and assigns of the above-described property. The covenants herein shall run with the land.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1991.

RIVERVIEW SCHOOL DISTRICT #407

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