

June 4, 1996

Introduced By:

ROB MCKENNA

96398sb.d2

Proposed No.: 96-398

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ORDINANCE NO. **12344**

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AN ORDINANCE authorizing the Executive to enter into a revised interlocal agreement with the City of Renton relating to the implementation of the Phase III Enlargement of the East Division Reclamation Plant at Renton.

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FINDINGS:

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1. In 1991, Metro and the City of Renton entered into a Memorandum of Agreement relative to the enlargement of the East Division Reclamation Plant at Renton. The agreement provided for expedited review and issuance of permits by the City, and mitigation for the impacts of the treatment plant construction on the City.

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2. The construction of the May Creek Interceptor was identified in the 1991 agreement as part of the reclamation plant project.

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3. It is now generally agreed that the May Creek Interceptor is unlikely to be buildable due to environmental constraints and costs. However, this agreement itself cannot remove the interceptor from the Wastewater Management Plan. Some facility to serve portions of Newcastle and May Valley may still become feasible in the future.

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4. The City of Renton has designed an alternative wastewater conveyance project that can serve the needs of the city while forgoing the need for King County to build the May Creek Interceptor at this time.

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5. The 1991 agreement indicates that the May Creek Interceptor was estimated then to cost \$1.7 million. The project is currently estimated to cost \$5.4 million.

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6. The effect of the revision is to defer until at least the year 2014 the construction of the May Valley Interceptor project called for in the original agreement, and in lieu of currently constructing that project, provides for a \$636,143 contribution to a city of Renton wastewater conveyance project.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The executive is hereby authorized to execute a revised interlocal agreement with the city of Renton (substantially in the form of the agreement attached hereto) relating to the implementation of the phase III enlargement of the East Division Reclamation Plant at Renton.

INTRODUCED AND READ for the first time this 13<sup>th</sup> day of May, 1996.

PASSED by a vote of 13 to 0 this 17<sup>th</sup> day of June, 1996.

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

Jane Hague  
Chair

ATTEST:

Guadalupe P. P. P.  
Clerk of the Council

APPROVED this 28<sup>th</sup> day of June, 1996.

King County Executive  
King County Executive

Attachments: Exhibit A

EXHIBIT A TO PROPOSED ORDINANCE 96-398WORKING DRAFT SHOWING PROPOSED AMENDMENTS IN LEGISLATIVEFORMAT AS OF JUNE 5, 1996

## MEMORANDUM OF AGREEMENT

BY AND BETWEEN

THE CITY OF REMTON AND

THE MUNICIPALITY OF METROPOLITAN SEATTLE

## SECTION 1. RECITALS

1.1 The City of Renton (the "City") is an optional code city of the State of Washington. The City has responsibility for, among other things, regulating development under its shoreline, land use, building and other codes and managing of parks, streets and municipal utilities within its jurisdiction.

1.2 The Municipality of Metropolitan Seattle ("Metro") is a metropolitan municipal corporation of the State of Washington duly created pursuant to Chapter 35.58 RCW. Metro is authorized by public vote to perform the function of metropolitan water pollution abatement pursuant to RCW 35.58.050(1).

- 1.3 By Resolution No. 23, adopted April 22, 1959, the Council of Metro adopted a Comprehensive Sewage Disposal Plan for the Seattle-King County metropolitan area. This plan has been redesignated the Comprehensive Water Pollution Abatement Plan under RCH 35.58.200 and has been supplemented and amended from time to time.
- 1.4 In July 1981, after considering a final environmental impact statement, Metro amended its Comprehensive Water Pollution Abatement Plan by adopting a Wastewater Management Plan for the Lake Washington/Green River Basins. That plan included facility planning for Metro's Renton study area with recommendations for discharge of effluent to Puget Sound.
- 1.5 By Resolution No. 4780, adopted July 17, 1986, after considering adequate final and supplemental environmental impact statements, and after due consideration of environmental, social, economic, and other relevant factors, including public and governmental comment and environmental review, and based upon the matters set forth in the recitals of Resolution No. 4780, Metro amended its Comprehensive Plan to

include a Secondary Treatment Facilities Plan and a Combined Sewer Overflow Control Plan (the "Plan").

1.6 In order to implement the Plan, Metro must enlarge its facilities at Renton (the "Plant") to handle additional sewage flows. The current project, described in Metro's Supplemental Environmental Impact Statement, is termed the "Phase III Enlargement."

1.7 Metro is studying future system improvements in the Renton regional service area, including relocating or improving the Cedar River Interceptor; extending the May Creek Interceptor; constructing a footbridge for suspension of a trunk line parallel to the existing Cascade Siphon; relocating sections as Metro conveyance pipes near the Longacres Race Track where Boeing plans to build a new office park; and paralleling its south interceptor line in coordination with the Boeing development.

1.8 Depending upon the outcome of future planning efforts, subsequent phased enlargements of the Plant may be necessary to achieve water quality goals and to accommodate additional sewage flows in the Metro service area.

- 1.9 Metro desires to begin site preparation for the Phase III Enlargement by mid-August 1991, in order to realize project cost savings.
- 1.10 In order to begin site preparation by mid-August 1991, Metro seeks to expedite the processing of necessary permits and approvals by the City.
- 1.11 The City is concerned about potential environmental impacts of the Phase III Enlargement, especially potential impacts upon the wildlife, wetlands, and open space resources located in the vicinity of the treatment plant site, upon the City's fire service resources, and upon the treatment plant's conveyance system.
- 1.12 The City desires to obtain wetland/wildlife improvements, public safety and public service capital improvements near the Plant, and additional system improvements in the regional service area, as mitigation for impacts associated with the Phase III Enlargement.
- 1.13 Metro disagrees with the City about the environmental impacts of the Phase III Enlargement but acknowledges that the mitigation measures requested by the City would enhance the compatibility of the Plant with its surroundings.

1.14 The City and Metro desire to resolve their differences without resort to litigation concerning the adequacy of the Supplemental Environmental Impact Statement prepared by Metro for the Phase III Enlargement in compliance with the State Environmental Policy Act.

1.15 The City is willing to expedite processing of permits for the Phase III enlargement. Metro is willing to undertake the project mitigation measures and system improvements described herein.

1.16 Fulfillment of the mitigation commitments and construction of the system improvements described herein will resolve all of the City's environmental concerns with the Phase III Enlargement.

1.17 Because Metro's mitigation commitments described herein will both provide potential buffering for the Plant and provide long-term benefits to the City, including enhancements to and preservation of wetlands and wildlife, such commitments constitute partial mitigation for future enlargements of the Plant.

1.18 Execution of this Agreement has been duly authorized by the governing bodies of the City and Metro.

## **SECTION 2. DEFINITIONS**

For purposes of this Agreement, the terms underlined below shall have the following meanings:

- 2.1 Agreement - this Agreement
- 2.2 Annual Report - the report to be filed with Metro each year by the City pursuant to subsection 6.5 of this Agreement.
- 2.3 City - the City of Renton, Washington, a municipal corporation and an optional code city of the State of Washington.
- 2.4 City Administrator of Planning/Building/Public Works Department or her designee - the head of the department responsible for-coordinating and facilitating City personnel and contractors directly involved with the Project, Mitigation, Compensation, and System Improvements, and all applicable permits and inspections.
- 2.5 City Project Manager - that individual or his/her designated representative(s) who shall be appointed by the City Administrator of Planning/Building/Public Works to carry out the responsibilities set forth in this Agreement.



2.6 Committee - the Metro/City Executive Committee to be established under subsection 8.2 of this Agreement.

2.7 Community Improvements - public safety and related projects financed in whole or part with Disbursements.

2.8 Compensate or Compensation - Metro's activities to design, fund, construct, own, operate, maintain or manage or take actions to offset Project impacts by replacing, enhancing or providing substitute resources or environments, as allowed under WAC 197-11-768(5). As set forth in Metro's Special Committee on Mitigation, Mitigation Framework Plan, June 19, 1986 (page 6), the goals of compensation include the following:

- Mitigate the direct and indirect impacts of construction and operation;
- Compensate for unavoidable impacts on residential neighborhoods, private property and the urban environment;
- Compensate for unavoidable use of shorelines and parks for sewage treatment plants;
- Direct mitigation toward action taken;
- Relate the cost of mitigating measures to the severity of the impacts;

- Where possible foster coincident benefits with other projects; and
  - Base mitigation on facility performance and site characteristics not on a uniform technology-based standard.
- 2.9 Disbursement - any moneys transferred to the City by Metro pursuant to this Agreement.
- 2.10 Disbursement Date - any date on which Metro pays Disbursements to the City.
- 2.11 Executive Committee - same as the "Committee" in 2.7 above.
- 2.12 Hearing Examiner - The City's decision maker under the City's Environmental Ordinance, Hearing Examiner Ordinance and Site Plan Review Ordinance, who shall interpret, review and implement land use regulations relevant to the proposed action.
- 2.13 Implement or Implementation -- activities to plan, design, fund, construct, own, operate, maintain, mitigate or otherwise manage or take action to carry out a project.
- 2.14 Include or Including - including but not limited to.

- 2.15 Initial Disbursement - the first Disbursement under this Agreement.
- 2.16 Initial Disbursement Date - the date of the Initial Disbursement.
- 2.17 Metro - the Municipality of Metropolitan Seattle, a metropolitan municipal corporation of the State of Washington organized under Chapter 35.58 RCW.
- 2.18 Metro Arts Program - a program established by Metro Council Resolution No. 5661, dated December 7, 1989, to incorporate art into appropriate water quality and transit projects.
- 2.19 Metro Capital Project Coordinator - that individual appointed by the Metro Director of Water Pollution Control to carry out coordinating responsibilities as set forth in this Agreement.
- 2.20 Metro Council - the Metropolitan Council of the Municipality of Metropolitan Seattle.
- 2.21 Metro Director of Technical Services - that individual who directs and is responsible for the actions and coordination of Metro's Technical Services personnel who are officially assigned to the Project.

2.22 Metro Director of Water Pollution Control - that individual who directs and is responsible for the actions and coordination of Metro's Water Pollution Control personnel who are officially assigned to the Project.

2.23 Metro Project Manager - that individual appointed by the Metro Director of Technical Services to be responsible for Project administration and management, from design -through implementation.

2.24 Mitigation - as set forth under SEVER (WAC 197-11-768), mitigation means the following:

1. Avoiding the impact altogether by not taking a certain action or parts of an action;
2. Minimizing impacts by limiting the degree or magnitude of the action and its implementation, by using appropriate technology, or by taking affirmative steps to avoid or reduce impacts;
3. Rectifying the impact by repairing, rehabilitating, or restoring the affected environment;
4. Reducing or eliminating the impact over time by preservation and maintenance operations during the life of the action;

5. Compensating for the impact by replacing, enhancing, or providing substitute resources or environment; and/or
6. Monitoring the impact and taking appropriate corrective measures.

2.25 Municipalities - the City and Metro.

2.26 Permitting Permit Review Permit Processing - the procedures or process of analyzing or deciding upon any license, permit, approval or concurrence by the City with respect to the Project.

2.27 Plant - the Metro Regional Wastewater Treatment Plant located at 1200 Monster Road, Renton, WA.

2.28 Program - the Secondary Treatment/CSO Control Program and its component projects, as authorized by Metro in Resolution 4780 and as amended.

2.29 protect - the construction of additional secondary treatment capacity and associated improvements at the Plant, also known as Phase III Enlargement.

2.30 Project Managers - the City Project Manager and the Metro Project Manager.

- 2.31 Project Schedule - the schedule recognized by the City and Metro for permitting and constructing the Project. The Project Schedule is set forth in Exhibit A-1.
- 2.32 SEPA - the State Environmental Policy Act, chapter 43.21C RCH, and associated regulations, chapter 197-11 WAC.
- 2.33 System Improvements - the improvements to be made to the Metro wastewater treatment system, including installation and extension of Metro interceptors and trunk line relocation projects within the Renton regional service area.
- 2.34 Wetland/Wildlife Improvements - projects purchased or financed in whole or part with Metro funds under subsection 4.3 of this Agreement.

### SECTION 3. PERMITTING AND CONSTRUCTION OF FACILITIES

- 3.1 Protect Schedule. As set forth in Exhibit A-1, Metro's site preparation work for the Phase III Enlargement is scheduled to begin by mid-August 1991. The City agrees to use its best efforts to assist Metro in meeting the Project Schedule.
- 3.2 "Best Efforts" defined. "Best efforts" means that the City shall in good faith, and in the exercise of its

statutory authority, use all practicable means to facilitate and not hinder Metro's ability to begin construction in accordance with the Project Schedule, including the following:

- 3.2.1 Not appealing the adequacy of Metro's Supplemental Environmental Impact Statement;
- 3.2.2 Processing all project permits required from the City expeditiously in order to begin site preparation work by mid-August 1991;
- 3.2.3 Ensuring that City review of all of Metro's permit applications and environmental documents is completed and notices are issued in time for a public hearing before the Hearing Examiner on June 11, 1991;
- 3.2.4 Devoting staff time and other resources reasonably necessary to process permits as described in subsection 3.2.2;
- 3.2.5 Supporting the mitigation measures described herein before the Hearing Examiner, and not recommending or seeking additional mitigation, compensation, or System Improvements for the Project;
- 3.2.6 Acknowledging that the mitigation measures described herein are adequate to mitigate all environmental

impacts associated with the Project and that no additional mitigation is necessary or appropriate;

3.2.7 Assisting Metro in avoiding or defending any appeals of project permits or other approvals required for the Project; and

3.2.8 Agreeing not to encourage other individuals or entities to oppose, appeal, or otherwise delay the beginning of site preparation work scheduled for mid-August 1991.

3.3 Metro's Role. Metro will take reasonable steps to secure its necessary permits, including Timely submission of applications.

#### SECTION 4. MITIGATION AND COMPENSATION

4.1 General. In consideration for the City's expeditious processing of all necessary permits and approvals for the Project; and in compensation for (a) impacts associated with the Project and (b) impacts associated with the System Improvements, except for mitigation measures that may be imposed pursuant to SESA for such System Improvements, Metro shall pay Disbursements to the City for Community Improvements and purchase (or reimburse the City for the purchase of) Wetland/Wildlife Improvements in accordance with subsections 4.2 and 4.3



below. Payment for review of land use applications for the Project, including all Permit Review and Processing services provided by the City to date, shall be paid pursuant to a separate agreement.

4.2 Community Improvements. Metro shall fund \$2.5 million in Community Improvements. Community Improvements shall consist of public safety and public service improvements within the City. Subject to subsection 4.4 below, Metro shall pay to the City three Disbursements as follows:

- Within 10 days of Metro's being legally entitled to begin construction - \$500,000
- June 1, 1992 --\$1,000,000
- June 1, 1993 - \$1,000,000

4.3 Wildlife & Wetland Acquisition. Subject to subsection 4.4 below, Metro shall expend up to \$3.5 million for the acquisition of riparian wetland and uplands that serve or could serve as habitat for wildlife within 2500 feet of the Plant boundary. Metro shall disburse \$500,000 of this \$3.5 million to the City 30 days after the execution of this Agreement. The City or Metro must attempt to purchase such wildlife habitat within 48 months after execution of this Agreement. If the City

acquires such habitat, Metro shall promptly remit to the City the lesser of the cost of the acquisition to the City or \$3.0 million (minus the cost of any acquisition already made by Metro); provided that Metro shall have the right to enhance any wetlands or wildlife habitat located within the Wetland/Wildlife Improvements for purposes of obtaining wetland or wildlife enhancement credits, consistent with applicable laws and regulations. If the City acquires such property, it agrees to give Metro an option to purchase, for a purely nominal sum, sufficient interest in the property to obtain the applicable wetland or wildlife credits. This option shall be exercisable at any time within the succeeding twenty (20) years. Thereafter, Metro shall have a right of first refusal with respect to enhancing wetlands on such property. Any Wetland/Wildlife Improvements shall be permanently dedicated by the acquiring entity to the public for purposes of wildlife preservation and enhancement, including use by the City for interpretive trail purposes compatible with wildlife habitat. The City agrees that Wetland/Wildlife Improvements shall be deemed at least partial buffering

for the Plant, including potential future expansions thereof.

4.4 Conditions of Payment. It shall be a condition precedent to any Disbursement or Metro expenditure of funds under subsections 4.2 and 4.3 above that Metro has received permits to proceed with site work or any other initial construction (provided that Metro has taken reasonable steps to secure such permits), that neither such permits nor the underlying environmental documents have been appealed (unless all such appeals have been resolved in time for construction to begin by mid-August 1991), and that Metro is otherwise legally entitled to proceed with construction on site no later than mid-August 1991. Notwithstanding the foregoing, if the City becomes legally obligated to purchase Wetland/Wildlife Improvements within 12 months after execution of this Agreement, Metro shall remit funds to the City in accordance with subsection 4.3. The conditions set forth in this subsection do not apply to either the direct mitigation described in subsection 4.5 or to the System Improvements described in section 5 of this Agreement.

4.5 Direct Mitigation. To minimize impacts of the Project, Metro shall implement the mitigation measures identified in Exhibit B.

4.6 Effect of Mitiaation. The City acknowledges that the mitigation measures described herein provide buffering for the Plant and long-term benefits to the City, which shall be deemed to help mitigate potential future enlargements of the Plant.

## **SECTION 5. SYSTEM IMPROVEMENTS**

5.1 Improvements Identified. System Improvements include the following Metro projects: Cedar River Trunk Relocation; May Valley Interceptor Extension; and Cascade Siphon/Footbridge. These projects are subject to separate permitting and environmental review processes. Other projects may be added by mutual written agreement of the City and Metro.

### 5.2 Cedar River Trunk.

5.2.1 Preconstruction. Metro will initiate preliminary design for the relocation of its Cedar River Trunk sewage line, which currently lies within the City of Renton's Sole Source Aquifer Protection Area. The project will include reconnecting all City and

private sanitary sewer lines to the relocated Cedar River Trunk line. Metro will also design and reconstruct the City storm line in Cedar River Park that is bisected by Metro's current Cedar River Trunk. Metro will prepare a predesign report that meets WDOE engineering report requirements, and Metro will conduct a project-specific SEPA process. Metro will complete final design, obtain City and other agency permits as required, and coordinate the project with Metro's I-405 "S" Curve Project.

5.2.2 Construction. Subject to environmental review and permitting, Metro will relocate its trunk line along an alignment to be determined following predesign studies and environmental review. Metro will also design and construct the local sewerage facilities, as described in section 5.2.1. If required by the alignment selected, Metro will obtain necessary easements from the Burlington Northern Railroad. Metro has included this project in its Capital Improvement Program budget. The City agrees that expedited review of local

permits, including City construction and utility permits, is required to complete this project in accordance with the schedule in Exhibit A-2. The City shall in good faith, and in the exercise of its statutory authority, use its best efforts to facilitate and not hinder Metro's ability to begin construction in accordance with the schedule in Exhibit A-2. Cost. The estimated total cost of this project is \$2,600,000, which will be borne by Metro, except that the City shall reimburse Metro for design and construction costs associated with the local sewerage facilities improvements described in section 5.2.1. Reimbursement shall be made in five (5) equal annual installments of principal and interest beginning twelve (12) months after completion of construction. The interest rate for each year shall be the rate first published that year for the Bond Buyer 20 Bond index. Interest shall commence at the date of completion of construction. The City, at any time after Metro completes construction, may complete

its reimbursement by paying off the principal balance and any interest due.

5.3 ~~Renton Sunset Interceptor~~ ~~May Valley Interceptor Phase I.~~

5.3.1 ~~Participation.~~ King County shall participate financially with the City in their project known as the ~~Renton Sunset Interceptor that will serve the City's Honey Creek sub-basin within the May Valley Service Basin as described in Section 5.3.3 below. Said project is generally described in Exhibit A attached hereto.~~

~~Preconstruction.~~ Metro will finalize planning and conduct preliminary and final design. Metro will obtain City and other agency permits as required. The City will act as SEPA lead agency and will prepare a project specific environmental review for the project.

5.3.2 ~~Responsibilities.~~ The City shall have full responsibility for design, permitting, construction and ultimate operation and maintenance of the ~~Renton Sunset Interceptor.~~ ~~Construction.~~ Subject to ~~environmental review and permitting,~~ and subject to land use certification as provided by Resolution No. 2933, Metro

June 5, 1996

~~will install 5,400 to 6,000 feet of 24 inch sewer line from existing Metro wastewater treatment system facilities to a point near the confluence of May and Honey Creeks. The exact connection points will be identified following predesign studies and environmental review. The project schedule is included in Exhibit A 2.~~

5.3.3 ~~5.3.3~~ Cost. The estimated total cost of this project is \$3,332,000. King County will contribute \$636,143 to the project. The estimated total Metro cost of this project is \$1,700,000. No City funds will be used to finance Phase I of this project.

5.3.4 Responsibility of the City of Renton

A. The City shall be responsible for the following project related activities:

1. Performing all aspects of project design
2. Obtaining all necessary permits
3. Performing all aspects of construction
4. Providing final acceptance of the facility from the construction contractor

B. The City shall provide King County with progress reports according to the following schedule:

1. Completion of Final Design
2. Award of Contract
3. Mid Point of Construction

June 5, 1996



4. Project Completion (including closeout report to the Local Public Works Trust Fund )

C. Ownership of the facilities constructed under this amendment shall be with the City; all operation and maintenance responsibilities and costs shall similarly be the obligation of the City.

D. The City shall also assume all liability for the construction, operation and maintenance of the facility.

#### 5.3.4. RESPONSIBILITY OF KING COUNTY

King County shall make available to the City, a total of \$ 636,143, upon written formal notice to the County of award of a contract for the construction of the Renton Sunset Interceptor project as described herein.

#### 5.4 Cascade Siphon/Footbridge.

5.4.1 Preconstruction. Preliminary design by Metro has been completed. Metro will complete a project specific SEPA environmental review process and obtain City and other agency permits as required.

5.4.2 Construction. Subject to environmental review and permitting, Metro will construct a footbridge from which it will suspend a trunk line parallel to the existing Cascade

June 5, 1996

Siphon. Following construction, Metro will convey this bridge to the City, retaining an easement for its trunk line. The City will thereafter own and maintain the bridge, making it available for public access to parklands. The City may also suspend a water or other utility line from the bridge. The schedule for this project is included in Exhibit A-2.

5.4.3 Cost. The estimated total Metro cost of this project is \$455,000. No City funds will be used to finance the construction of the footbridge or the trunk line.

#### SECTION 6. CITY USE OF DISBURSEMENTS

6.1 Conditions of Disbursement. Subject to the penultimate sentence of subsection 4.4, continued Disbursements to the City shall be conditioned upon compliance by the City with the terms of this Agreement and continuation of construction by Metro of the Phase III Enlargement of the Plant.

6.2 Maximum Disbursement Amount. In no event shall the total amount of Disbursements to the City pursuant to this Agreement exceed \$2,500,000 (excluding \$3,500,000 for Wetland/Wildlife Improvements and \$636,143 for participation in the Renton Sunset Interceptor project).

June 5, 1996

6.3 W/MBE Requirements. Funds received from Metro pursuant to this agreement, and used by the City for the purpose of contracting with businesses to perform public improvements, shall be expended in a manner consistent with the requirements of Metro Resolution No. 4S40, as amended, a copy of which is attached as Exhibit C.

6.4 City Expenditure of Disbursements. The City shall deposit, invest, and expend all moneys received from Metro pursuant to this Agreement consistent with the terms of this Agreement. Subject to subsection 6.5, the City agrees to the following:

6.4.1 The money shall be expended for public purposes on capital improvements to, or acquisition of, real property, as opposed to operation and maintenance expenditures.

6.4.2 During construction, the City shall post a prominent sign stating that the project has been funded by Metro in whole or in part, as applicable. The City shall consult with Metro as to the form, content, and location of such signs. The City shall also develop and implement a means of recognizing permanently the contribution of Metro. Any real property acquired, developed, constructed or improved by the City in whole or in part

from Disbursements shall be permanently dedicated to the public. Copies of any documents that reflect such dedication and related recording shall be forwarded to Metro by the City.

6.4.3 Any real property acquired, developed, constructed or improved by the City in whole or in part from disbursements shall be permanently dedicated to the public. Copies of any documents that reflect such dedication and related recording shall be forwarded to Metro by the City.

6.4.4 Projects acquired, developed, constructed or improved by the City in whole or in part from Disbursements made pursuant to this Agreement shall not be transferred or conveyed except by agreement providing that such lands and facilities shall continue to be used for the purposes contemplated by this Agreement. Said projects shall not be converted to a different use unless other equivalent lands and facilities within the City shall be received in exchange therefore. The proceeds of any award in condemnation applicable to such projects shall be used for the acquisition or provision of other equivalent lands and facilities.

6.4.5 All Disbursements received by the City and interest thereon shall be expended solely on the projects contemplated by this Agreement.

6.4.6 The City shall invest all Disbursements pending expenditure. Investment earnings on such moneys shall be applied to uses permitted for Disbursements under this Agreement.

6.5 Permanent Maintenance Fund. Notwithstanding subsection 6.4.1, the City may set aside up to 12% of Disbursements in a permanent trust fund. Interest earned on moneys invested in this trust fund shall be used for operation and maintenance of the capital improvements purchased with Disbursements. Moneys in the fund shall be invested in a manner that permits interest income thereon to be spent regularly for such purposes. The Disbursements contributed to the fund shall be retained therein as a permanent source of income for maintenance and operation of capital improvements.

6.6 Annual Reports. The City shall submit Annual Reports to Metro. The first Annual Report shall be submitted on or before the first anniversary of the Initial Disbursement Date. Subsequent Annual Reports shall be submitted not later than the anniversary each year of the Initial Disbursement Date,

and continuing until all funds subject to this Agreement have been expended. Each Annual Report shall include:

6.6.1 An accounting for any Disbursement received during the prior years including the deposit, expenditure and investment of such Disbursement, and a statement of interest earnings thereon. Expenditure reports shall establish that all Disbursements have been expended in the manner contemplated by this Agreement.

6.6.2 A copy of the City's adopted capital improvement program, showing planned future expenditures on projects authorized and funded under this Agreement.

## SECTION 7. ALLOCATION AND ASSIGNMENT OF RESPONSIBILITIES

7.1 Common Overall Responsibilities. Metro's Water Pollution Control Director and the City Administrator of Planning Building/Public Works shall:

7.1.1 Serve as the point of contact and liaison during Project implementation (to each municipality and to other governmental agencies). This responsibility may be delegated to other staff members of each municipality for particular functions or purposes by mutual consent of the City Administrator of Planning/Building/Public Works and Metro's Water Pollution Control Director. This

responsibility does not abridge statutory or certain permit issuance responsibilities of other City officials, boards or commissions.

7.1.2 Use collaborative problem solving and negotiation techniques to review and attempt to resolve perceived conflicts that cannot be resolved by the Project Managers, or the Metro/City of Renton Executive Committee.

7.1.3 Review and revise, as necessary, the Project Schedule contained in Exhibit A-1 and the System Improvements schedule contained in Exhibit A-2.

7.1.4 Review the selection of artists and projects, both on and possibly off site, that may be provided as part of the Metro Arts Program.

7.2 Common Project Manager Responsibilities. The Metro Project Manager shall have responsibility for the Project for Metro. The City Project Manager shall have responsibility for the Project for the City. The Project Managers shall:

7.2.1 Provide each other, within a reasonable amount of time, with current and necessary information as requested that pertains to their respective responsibilities under the Agreement, in order to expedite review.

7.2.2 Use collaborative problem solving and negotiation techniques to identify and attempt to resolve issues related to Project implementation.

7.2.3 Convene meetings as necessary with the Metro/City of Renton Executive Committee to discuss substantive issues, the Project Schedule, and activities related to the design, construction and implementation of the Project, Mitigation, Compensation and System Improvements.

7.2.4 Meet with the City and Metro technical, interagency and citizen advisory committees and other interested persons as needed to carry out the purposes of this Agreement.

7.2.5 Be given, upon request, reasonable opportunities to brief the City or Metro Councils on the status of the Project and associated Mitigation, Compensation and System Improvements.

7.2.6 The City Project Manger shall coordinate and facilitate plans and permit processing by the City so as to expedite the City's review and approval of any plans, reviews, and permits related to the Project and associated improvements.

#### SECTION 8. DISPUTE RESOLUTION



8.1 Resolution by the Project Managers. The Project Managers shall use their best efforts to resolve disputes and issues arising out of or related to the Project, Mitigation, Compensation or System Improvements.

8.2 Metro/City of Renton Executive Committee. Metro and the City shall establish an Executive Committee that will meet as necessary to resolve issues related to the Project Schedule and the carrying out of the provisions in this Agreement. The Project Managers will jointly provide staff support to the Executive Committee by facilitating its meetings and by establishing mutually agreed upon meeting dates and agendas. The Executive Committee shall consist of the Metro Director of Water Pollution Control; Metro Director of Technical Services; Metro Project Manager; City Administrator of Planning/Building/Public Works; Mayor's Executive Assistant; City Project Manager; and two other persons from the City and two other persons from Metro, who may attend at the discretion of the Municipalities

8.3 Resolution by Metro Director of Water Pollution Control and City Administrator of the Planning/Building/Public Works Department. In the event that disputes cannot be resolved by Project Managers or the Executive Committee, Metro's Director

of Water Pollution Control and the City's Administrator of the Planning/Building/Public Works Department (together, "the Directors") will apply their best efforts to resolve disputes and other matters between Metro and the City arising out of or related to the Project, Mitigation, Compensation, and System Improvements. Each of the Directors will consult with responsible municipal staff members and officials regarding existing requirements or other policies and procedures before attempting to resolve disputes.

8.4 Resolution by the Mayor and the Executive Director. If the Directors are unable to resolve a matter within fifteen (15) days of the time such matter is properly referred to them, the Directors shall ask the City's Mayor and Metro's Executive Director to resolve the dispute, subject to applicable statutory permit requirements, policies or procedures. In the event of an emergency, either Director may (after notifying the other Director) refer a Project, Mitigation, Compensation, or System Improvement dispute immediately to the Mayor and Executive Director of Metro for resolution. The Mayor and Executive Director may call upon the Executive Committee for assistance.

8.5 Exhaustion of Procedural Steps. Metro and the City agree to exhaust each of these procedural steps before seeking to resolve disputes in a court of law or other tribunal, except to the extent that these procedures conflict with formal administrative appeal procedures.

SECTION 9. INDEMNIFICATION; TERM OF AGREEMENT

9.1 Indemnification. To the maximum extent permitted by applicable law, the City and Metro shall protect, indemnify, defend and hold harmless each other, respectively, its employees, agents, contractors, subcontractors, officers, directors, attorneys, successors and assigns, from and against any and all liabilities, damages, claims, demands, judgments, losses, harm, costs, expenses, suits or actions, including but not limited to appeals, caused by the acts or omissions of the indemnifying party its agents, employees, contractors, subcontractors, officers, directors, attorneys, successors or assigns, arising out of or in connection with or as a result of this Agreement or the performance by the indemnifying party of any of its obligations hereunder.

9.2 Term. This Agreement shall be effective commencing on the first date when it has been duly authorized and executed by both Municipalities. The Agreement shall expire upon the

completion of the Project, Mitigation, Compensation, and System Improvements; provided that the Agreement may be terminated at an earlier or later date by mutual written agreement of the Parties.

SECTION 10. MISCELLANEOUS

10.1 Notices to Metro. Until Metro notifies the City in writing otherwise, all notices to Metro required under the terms of this Agreement shall be given in writing, addressed as follows:

Metro Project Management Section

Technical Programs Division

Mail Stop 130, Exchange Building

821 Second Avenue

Seattle, Washington 98104

Attn: Renton Project Capital Project Coordinator

Notices by facsimile, if receipt is confirmed, may be used to expedite, but not replace, the above procedure. Metro's facsimile number is 684-2167.

10.2 Notices to the City. Until the City notifies Metro in writing otherwise, all notices to the City required under the terms of this Agreement shall be given in writing, addressed as follows:

City of Renton

Administrator of Planning/Building/Public Works

Municipal Building

200 Mill Avenue South

Renton, Washington 98055

Attn: Metro Treatment Plant Project Manager

Notices by facsimile, if receipt is confirmed, may also be used to expedite, but not replace, the above procedure. The City of Renton's facsimile number is 235-2541.

All written notices required under this Agreement shall be deemed received three (3) business days after the day they were mailed, or eight (8) regular business hours after they were sent out for hand delivery to the addressee. Transmitted and confirmed delivery of written notices via telephone facsimile, while expediting reviews and possible responses, will not be considered official notification.

10.3 Assignment. This Agreement may not be assigned by either party without the prior consent of the other party.

10.4 Relationship of the Parties. Nothing in this Agreement is intended to create a partnership or constitute a joint venture between the City and Metro. No party to this Agreement shall have any responsibility to perform services

for or to assume contractual obligations which are the obligation of the other party. Nothing herein shall constitute either party as a partner, agent or representative of the other party, or create any fiduciary relationship between them.

10.5 Waiver. Unless otherwise specifically provided by the terms of this Agreement, no delay or failure to exercise a right resulting from any breach of this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as may be deemed expedient. Any waiver shall be in writing and signed by the party granting such waiver. If any representation, warranty or covenant contained in this Agreement is breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach under this Agreement.

10.6 Effect of Recitals. The recitals set forth in Section 1 above are a material part of this Agreement and are fully incorporated in its terms.

10.7 Section Captions, References. The section headings and captions contained herein are included for convenience only

and shall not be considered a part hereof or affect in any manner the construction or interpretation hereof. Except as otherwise indicated, all references herein to sections and subsections are to sections and subsections of this Agreement.

10.8 Severability. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree to such amendments, modifications or supplements of or to this Agreement or such other actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected herein. The other provisions of this Agreement shall remain in full force and effect.

10.9 Amendment. This document may not be amended except by a written agreement signed by the parties.

10.10 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

10.11 No Other Agreements. All negotiations, proposals and agreements prior to the date of this Agreement with respect

to the subject matter hereof are merged herein and superseded hereby.

10.12 Limitation of Liability. The obligations of Metro under this Agreement are payable solely from Metro's Sewer Revenue Fund. This Agreement is not intended as, nor shall it be construed as, a debt or general obligation of Metro. The execution or performance of this Agreement shall not impose any personal liability on any member, officers employee, agent, advisor, or consultant of either Metro or the City.

10.13 Successors and Assigns. This Agreement shall be binding and inure to the benefit of the respective permitted assigns, administrators and trustees of Metro and the City.

10.14 Execution of Documents. This Agreement may be executed in any number of duplicate originals, any of which shall be regarded for all purposes as an original and all of which shall constitute but one and the same instrument.

10.15 No Third-Party Beneficiaries. In promising performance to one another under this Agreement, the Parties intend to create binding legal obligations to and rights of enforcement in (i) one another, and (ii) one another's permitted assignees or successors in interest. The parties expressly do not intend to create any obligation or liability, or promise



any performance to, any third party. The parties have not created for any third party any right to enforce this Agreement.

IN WITNESS WHEREOF, the City and Metro have caused this Agreement to be executed in their respective names, have caused their respective seals to be hereto affixed, and have caused this Agreement to be attested, all by their duly authorized officers, and the City and Metro have caused this Agreement to be dated as of the date and year first written above.

EXHIBIT A-1  
 METRO EAST DIVISION WASTEWATER TREATMENT PLANT  
 PHASE III ENLARGEMENT  
 PROJECT SCHEDULE

05/24/91 Metro's Final Supplemental Environmental Impact Statement Issued

05/24/91 Renton Technical Advisory Committee Meeting on Project

05/28/91 Public Notice for Hearing Published

05/29/91 Renton Technical Advisory Committee Meeting on Project

05/30/91 Metro Water Quality Committee Reviews MOA

06/06/91 Metro Council Reviews MOA

06/11/01 Public Hearing Before Renton Hearing Examiner on Site Plan, Shoreline, and Special Permit Applications

06/26/91 Hearing Examiner's Decision Due (assumes only one hearing and no SEPA appeal)

06/26/91 Appeal Period for Hearing Examiner's Decision On Site Plan Approval Begins

06/27/91 Shoreline Substantial Development Permit Submitted to Ecology; 30-day Appeal Period Begins

06/27/91 Apply for Annual Grading Permit and Construction; Permit for Site Preparation Phase

07/10/91 Appeal Period for Hearing Examiner's Decision On Site Plan Approval Ends

07/29/91 Ecology Appeal Period for Shoreline Substantial Development Permit Expires.

08/01/91 Construction Permits Issued for Site Work

Summer 1991 Complete Site Preparation Design

Summer 1991 Advertise Site Preparation Contract

August 1991 Metro Notice to Proceed for Site Preparation

August 1991 Begin Site Preparation Construction

Summer 1991 Complete Enlargement III Predesign Report

Summer 1991- Negotiate Liquid Stream Facilities Final Design Contract

Fall 1991 Begin Final Design, Liquid Steam Facilities Contract

Fall 1992 Advertise Liquid Stream Facilities Contract

Winter 1992 Begin Liquid Stream Facilities Construction

Fall 1991 Negotiate Final Design, Solids Stream Facilities

Spring 1992 Begin Final Design, Solids Stream Facilities Contract

Spring 1993 Advertise solids Stream Facilities Contract

Spring 1993 Begin Solids Stream Facilities Construction

Winter 1994 Negotiate and Begin Final Design for Internal Landscaping Contract

Fall 1995 Advertise Internal Landscaping Contract

Winter 1995 Begin Internal Landscaping Construction

Spring 1992 Instrumentation/Control Negotiated Procurement

Spring 1996 Construction Cleanup Contract

## EXHIBIT A-2

## METRO EAST DIVISION WASTEWATER TREATMENT PLANT

## PHASE III ENLARGEMENT

## SYSTEM IMPROVEMENTS SCHEDULE

(ESTIMATED TIMEFRAMES)

Cedar River Trunk

Summer 1991 Complete Preliminary Design and SEPA Process

Fall 1991 Begin Design

Winter 1991 Complete Design

Winter 1992 Begin Construction

Spring 1992 Complete Construction

May Valley Interceptor~~Spring 1991 Planning and Preliminary Design Activities~~~~Fall 1992 SEPA Process~~~~Winter 1992 Begin Design~~~~Spring 1993 Complete Design~~~~Summer 1993 Begin Construction~~~~Winter 1993 Complete Construction~~Cascade Siphon/Footbridge

Currently Preliminary Design

Spring 1991 SEPA Process; Complete Design

Summer 1991 Begin Construction

12344

Summer 1991 Complete Construction

EXHIBIT A-3SECTION 1. SCOPE, SCHEDULE AND BUDGETA. SCOPENEED:

The Renton Sunset Interceptor Project will allow the elimination of an existing sanitary sewer lift station (Renton Sunset Lift Station) and the need to bypass excess flows to another sewage lift station (Renton Devil's Elbow Lift Station). The Renton Sunset Lift Station was originally constructed in 1963 and was rehabilitated in 1975. It has reached its useful life and as such, either needs to be replaced or eliminated. The Renton Sunset Lift Station currently operates at or above its capacity for a substantial portion of the wet weather season. It is not uncommon for the station to run continuously at peak capacity for periods exceeding five days. It is difficult to quantify precisely the number or duration of these events because they vary based on the type, duration and frequency of rain events. What can be said is that this station, by far, has the greatest number of operating hours of any of the City's twenty-three (23) lift stations.

If this station has either a failure or if the flows to the station exceed its pumping capacity, then the excess flows are diverted by way of an overflow manhole to the Renton Devil's Elbow Lift Station. The Renton Devil's Elbow station was constructed in 1985 as a temporary station until a gravity main could be installed. Because of environmental and permitting constraints, the ability to construct the gravity facility may not be feasible. As such, the City has decided to pursue the Sunset Interceptor Project as the permanent solution. This decision is based on the anticipated ability to obtain environmental and permit approval in an expeditious manner due to the project being located entirely within existing City right-of-way.

The existing system as described, because of its reliance on two sewage lift stations, is prone to overflows. In addition, because of these stations proximity to Honey Creek, when overflows occur they typically flow to Honey Creek. Since 1990 there have been a number of overflows from the

Renton Devil's Elbow Lift Station. The largest overflow occurred in April of 1991 when as much as one hundred thousand (100,000) gallons of sewage was released. Besides the one large overflow, the other spills have been relatively small (1,000 gallons or less). Since 1990 these small events have occurred less than twice per year.

Honey Creek is a 1.2 mile tributary to May Creek, which is tributary to Lake Washington. Honey Creek presently provides habitat to juvenile cutthroat trout and Coho salmon. The City has also designated the pathway that currently exists adjacent to Honey Creek as part of its master trail system and as such is currently obtaining property and/or easements along the entire reach.

In addition to the sensitivity of Honey Creek, both stations are located within Zone 2 of the City's Aquifer Protection Area (APA). This APA was established in recognition of the City's aquifer being designated a sole source aquifer by the Environmental Protection Agency. One of the goals of the APA is to limit the potential of contaminants from entering the groundwater that may have the potential of entering the City's water supply. As such, the Wastewater Utility evaluates projects within the APA that provide the ability to either eliminate existing lift stations or upgrade them to minimize the potential for an overflow.

BENEFIT:

The Renton Sunset Interceptor Project will allow the City to direct the majority of the basins flows (approximately 80%) by gravity to the Metro Eastside Interceptor. This will greatly minimize the potential of a sewage overflow either to Honey Creek or the City's aquifer by removing the need to rely on the mechanical and electrical components of a sewage lift station for 80% of the flows within the basin. It will also defer or obviate the need for the May Valley Interceptor as envisioned in the sewage plan for the metropolitan area.

The Renton Sunset Interceptor will significantly reduce operation and maintenance needs through elimination of the Sunset Lift Station and Forcemain. Currently, the City performs maintenance of its stations twice weekly. Installation of this interceptor will eliminate the need to provide the twice weekly maintenance to the Renton Sunset Lift Station as well as reduce material costs associated with

that maintenance. Typical maintenance for a gravity interceptor is yearly inspection with cleaning as required. The Sunset Interceptor will also provide an anticipated fifty (50) year life to this portion of the City system that currently is at the end of its useful life.

The City has adopted a recycled content procurement policy which encourages the use of recycled products in projects, wherever practicable. In addition, this project will conserve electricity through the elimination of a sewage lift station for a gravity sewer main.

DESCRIPTION:

This project consists of construction of approximately:

- 5,785 linear feet of 15-inch to 18-inch sanitary sewer main
- 15 sewer manholes
- 3,300 square yards of asphalt paving
- Related appurtenances to the construction of a sanitary sewer main

B. SCHEDULE

City of Renton Project Time Schedule

<u>Preliminary Engineering</u>	<u>January 1996</u>
<u>Report</u>	
<u>Loan Agreement Signed</u>	<u>April 1996</u>
<u>Required Permits Obtained</u>	<u>May 1996</u>
<u>Design Engineering</u>	<u>May 1996</u>
<u>Land ROW Acquisition</u>	<u>June 1996</u>
<u>Prepare Bid Documents</u>	<u>July 1996</u>
<u>Award Construction Contract</u>	<u>August 1996</u>
<u>Begin Construction</u>	<u>September 1996</u>
<u>Complete Construction</u>	<u>July 1997</u>
<u>Close-out Report completed</u>	<u>October 1997</u>
<u>Estimated Project Budget</u>	
<u>Preliminary Engineer</u>	<u>\$-0-</u>
<u>Report</u>	
<u>Design Engineering</u>	<u>\$500,000</u>
<u>Land/R-O-W Acquisition</u>	<u>\$-0-</u>

Exhibit A-3: June 5, 1996

<u>Sales or Use Taxes</u>	<u>\$207,460</u>
<u>Other Fees</u>	<u>\$-0-</u>
<u>Construction Inspection</u>	<u>\$80,000</u>
<u>Start-up Costs</u>	<u>\$-0-</u>
<u>Financing Costs</u>	<u>\$-0-</u>
<u>Contingency (15%)</u>	<u>\$330,000</u>
<u>Construction</u>	<u>\$2,214,600</u>
<u>TOTAL ESTIMATED COSTS</u>	<u>\$3,332,060</u>



## EXHIBIT B

## METRO EAST DIVISION WASTEWATER TREATMENT PLANT

## PHASE III ENLARGEMENT

## METRO'S MITIGATION COMMITMENTS

Geologic, Soil and Groundwater Resources

1. Metro will limit disturbance of existing ground surfaces as much as possible.
2. Metro will provide surface erosion control such as plantings, check dams, earth berms and silt fences.
3. Metro will cover soil stockpiles with visqueen or poly tarps and surround the stockpiles with ecology blocks or hay bales.
4. Metro will construct sedimentation basins to remove silt from construction area runoff and will design and construct dewatering wells to produce silt-free discharge.
5. Auger cast piles or stone column foundations will be used for facilities constructed during the Phase III enlargement.
6. Prior to the start of on-site excavation, Metro will perform detailed testing of soil and groundwater to determine whether they are contaminated.
7. A groundwater dewatering system will be designed in a manner that will not discharge contaminated groundwater to surface waters or induce transport of contaminants, sand, or silt.
8. The dewatering system will include sampling ports that allow the groundwater discharge to be monitored for contaminants, sand, and silt.
9. If contaminated soils or groundwater are encountered, they will be treated and disposed of in accordance with applicable state and federal laws.
10. Contaminated soil and groundwater will be handled and disposed of in a manner that reduces or eliminates the transport of contaminants during construction and dewatering.
11. Recharge wells will be used to reduce potential subsurface soil instability due to dewatering. Contaminated groundwater will not be discharged into the recharge wells.
12. Where permitted by state and federal law, contaminated groundwater will be discharged to the treatment facility for secondary treatment, or discharged to the Effluent Transfer System.

13. Facilities constructed during the Phase III enlargement will be engineered to withstand seismic events of 0.3 g. ground acceleration with a return frequency of one in 500 years.
14. Soils obviously susceptible to liquefaction will be over-excavated to provide a more stable base in areas where facilities will be constructed during the Phase III enlargement.

#### Air Resources

##### Operations:

15. An odor control system will be developed for the Phase III enlargement that will meet Metro's odor control standard of 5 odor units (dilutions to threshold measure) at the property boundary of the treatment plant.
16. Structures at the treatment plant will be covered or enclosed and the gases vented to an appropriate scrubber, filter, or stack as necessary to meet the 5 odor unit standard. Structures that may be covered include the division channel, primary effluent collection channel, and settled sewage channel. The grit screening structure may be enclosed and vented through a scrubber, stack, or both. The wet well may be ventilated directly to the stack, as odors emanating from this area are not particularly strong and are effectively controlled with pre-chlorination.
17. Odors from the pre-aeration grit removal tank will be controlled with plant pre-chlorination.
18. The odor control system will be operated in a manner to provide sufficient chlorination to reduce treatment plant odors but not enough to produce a noticeable chlorine odor impact in the surrounding area.
19. A one- or two-stage chemical treatment system will be employed to scrub gases, as necessary, prior to discharge.
20. Odor control units will be serviced on a regular, scheduled basis, and every effort will be made to ensure the proper operation of all odor control systems.
21. Odor complaints will be addressed promptly, a cause for the odor determined, and a resolution defined, if possible.
22. Odor control stacks will be designed to appropriate aesthetic and architectural standards to attenuate visual impacts and go integrate the stacks into the overall mitigation plan.
23. Aeration tank odors will be reduced by switching from the present Wyss swing diffusers to fine-bubble aeration with fresh feed air blowers.
24. Activated carbon adsorption towers will be provided to reduce the odors from the dissolved air flotation tanks (DAFT).

#### Exhibit B

25. The existing sludge truck load-out area will be further contained and enclosed. Trucks loaded with sludge will be covered and moved off-site as promptly as possible to avoid creating additional odor sources adjacent to the plant's north perimeter.
26. Fixed covers will be provided for the digesters to reduce odors. The digester gas management system will be modified to limit gaseous digester discharges to emergencies only.

Construction:

27. Metro will take steps during construction to minimize fugitive dust generation. These may include wetting exposed surfaces and periodically cleaning streets. Efforts will be made to limit, to the extent possible, the duration of construction that may generate dust.
28. Contractors will be required to maintain vehicles and equipment to minimize exhaust emissions. Prolonged vehicle idling will be prohibited.
29. Odor control facilities will not be disturbed during construction periods that are conducive to high odor generation (e.g. periods of hot weather and still air-conditions).

Surface Water Resources

Construction:

30. Best management sediment control practices will be undertaken during construction to minimize impacts to surface water, consistent with the Stormwater Management Manual for the Puget Sound Basin (Draft, Washington Department of Ecology, 1980), and the King County Surface Water Design Manual. Such measures could include:
  - a. Using a temporary plastic cover for disturbed slopes, toed in at the top of the slope and weighted down with sandbags or tires.
  - b. Clearing only where construction will occur to minimize exposed soils and resulting increased erosion.
  - c. Stabilizing fine graded disturbed areas by establishing permanent grass stands.
  - d. Locating a ridge of compacted soil or swale with a vegetative lining at the top or along the base of sloping disturbed areas.
  - e. Providing permanent channels lined with appropriate vegetation or structural material as necessary and designing such channels to safely convey excess stormwater away from an area.

Exhibit B

- f. Providing temporary sediment barriers of entrenched filter fabric stretched across and attached to supporting posts where necessary.
- g. Providing temporary sediment barriers consisting of a row of entrenched and anchored straw bales where
- h. Providing sediment filters or an excavated impounding area around a storm drain, drop inlet, or curb inlet where necessary.
- i. Providing small temporary pending areas with gravel outlets, formed by excavation and/or by constructing an earthen embankment, where necessary.
- j. Providing temporary basins with controlled stormwater release structures, formed by constructing an embankment of compacted soil across a drainage way, where necessary.

#### Materials Handling

- 31. Contractors will be required to handle paints, solvents, and other construction chemicals and materials to minimize spills and contamination on-site and to adjacent waters.

#### Operations:

- 32. Sediment and water quality in discharge areas will be monitored to detect unforeseen impacts using Metro's "Red Flag system," which compiles and summarizes data for rapid assessment when predetermined criteria are violated.
- 33. Metro will ensure continued compliance with the requirements of its NODES permit limits and conditions.
- 34. Stormwater discharges will also be consistent with Metro's NODES permit requirements and other applicable state and local regulations.
- 35. Metro will install new backup controls for the inEluent pumps to reduce the potential for an interceptor line overflow event in the vicinity of the treatment plant.

#### Biological Resources

- 36. Plant materials associated with project landscaping will be compatible with native plant species.
- 37. Mitigation measures to protect identified on-site wetlands and the eastern border of the treatment plant adjoining the P-1 Channel will include the following:
  - a. using silt aprons around wetland areas to capture water and wind-borne sediments when excavation occurs adjacent to wetland areas;
  - b. constructing temporary fences around the wetland areas to prevent incursions into the wetlands and a 2S' buffer

#### Exhibit B

- area by humans and machinery during construction activities;
- c. controlling construction water runoff and daway from the wetlands, and;
  - d. preserving existing wetland hydrology (e.g. maintain existing flow pattern through the wetland).
38. Mitigation measures to protect herons will include the following:
- a. Contacting appropriate State agencies if it becomes apparent during construction that protective measures are warranted.
  - b. Ensuring that exterior lighting is indirect or shielded.
  - c. Instituting a "construction hotline" that will take calls from individuals concerned about specific impacts during treatment plant construction. Metro will then attempt to promptly resolve these concerns.
  - d. If protective action is warranted due to the concurrent construction of several projects in the area, Metro will work jointly with the managers of these projects to develop a program to monitor potential disturbance to the Black River Heron Rookery.

#### Energy

39. Metro will improve the operational efficiency of the plant's thermal heat source and the plant heat extractors (heat pumps). Metro will employ energy efficient motors for all high duty applications.
40. Metro will improve plant power distribution and reduce energy distribution losses by installing new cabling.

#### Environmental Health

41. The chlorine building and the building used for the storage of sulfur dioxide will be updated to comply with the current Uniform Fire Code.
42. Existing security measures such as television monitoring, security fencing, restricted access, locked chlorine building, on-site patrolling, and no on-site storage of chlorine tank cars outside the chlorine containment building will continue to be implemented.
43. Metro's existing emergency response plan will be updated as needed.
44. Metro will continue to supply dual access to the chlorine and sulfur dioxide area during both construction and operation of the enlarged facility.

#### Noise

#### Exhibit B

**Operations:**

45. Operational noise levels will be controlled by acoustical treatment implemented during the design of the facility to meet all applicable noise control ordinances.
46. To the extent practicable, noisy equipment will be located within buildings or enclosures; the walls of such rooms will be sealed and lined with acoustically absorptive panels; and exterior walls and roofs will be constructed to provide sufficient attenuation to meet project design noise criteria.
47. Ventilation, combustion, and make-up air openings may be protected by silencers or acoustical louvers. Blow-down or flow-off vents may be provided with silencers.

**Land and Shoreline Use****Construction:**

48. All permitting efforts will be coordinated with City of Renton staff and other agencies with jurisdiction. All permit requirements will be met during construction and operation.
49. The site will be developed in a manner to minimize aesthetic impacts and blend harmoniously with the surrounding area. Landscaping measures will be implemented to minimize visual impacts associated with the treatment plant that could affect surrounding land uses. Odor control measures described above in the Air Resources section will be implemented to minimize off-site transmission of odors.

**Aesthetics**

50. A vegetated perimeter berm with windows opening into the site will be built during the first phase of construction to partially screen the facility as well as to integrate the facility with the surrounding landscape.
51. The specific locations of the berms include: the area adjacent to Monster Road from the southern end of the project site to the intersection of Oakesdale Avenue at the northernmost corner of the site; the areas from the intersection of Monster Road and Oakesdale Avenue between the road and the on-site wetland area to the eastern most corner of the existing digesters; the Oakesdale Avenue entrance and the area adjacent to the facility entrance from Southwest Grady Way. These berms will be gently rolling landforms interrupted to allow views into selected campus-like areas of the site. The height on the landforms will vary from low

**Exhibit B**

points of 0 to 5 feet to high points of approximately 15 to 20 feet above existing grade.

52. The berms will be planted with deciduous and evergreen trees and shrubs. These materials will be planted at sizes that are regularly available within the landscape industry. The sizes and species will be selected to create the most effective and fastest growing screen for the existing and proposed facilities. Selected materials will be planted densely and will create a layering of evergreen and deciduous color and texture.
53. The landscaping plan will be developed for the site to screen the plant, allow windows into the site to view its campus-like areas, blend the facility with the surrounding landscape, enhance the campus-like setting, and re-direct or block views that focus on plant structures or equipment.
54. Selected native evergreen and deciduous materials will be chosen and planted along the P-1 channel and extended into the facility. These plant materials will also be used to form a year-round buffer along the northern boundary for the site between Oakesdale Avenue and the on-site wetlands, if the proposed mid-rise office use of the property to the north occurs.
55. Along Monster Road, which forms the western boundary of the site, plant materials of the varieties found in this existing hillside forest will be planted. These plantings will cascade down into the site and form year-round screening along the berm and will direct views to campus-like areas of the facility.
56. All areas of the site that receive landscape plantings will also receive a permanent irrigation system. In areas that will receive native plant materials, the irrigation system is expected to be used for approximately 2 - 5 years while the plants establish themselves. The system will remain in place and will be used in drought conditions if the need arises. In areas of ornamental plantings and lawn, the irrigation system will be used on a permanent basis.
57. Planting will be added to interior areas to break up the mass of the facility as viewed from the surrounding hillsides.
58. Major tree groupings will be used to create focal points and re-direct views or, in some cases, block views into facility areas such as the view from Seventh Avenue to the facility site. The views along Oakesdale Avenue to the facility site will be enhanced by perimeter landscaping. The additional planting in this area will be designed to remove industrial elements from view of pedestrians and drivers.

Exhibit B

59. Exterior lighting will be indirect or will incorporate shielded fixtures.
60. Metro has retained a project artist to identify art projects that will become an integral part of the mitigation plan and will be created as part of the Phase III enlargement program.

#### Cultural Resources

61. A professional archaeologist will review final design plans and geotechnical testing Logs to determine whether additional professional archaeological monitoring of subsurface or other ground disturbing activities will be required. The archaeologist's review will be limited to those areas where it is not known how deep the excavations will penetrate through fill and native soils.
62. If cultural resources are identified during construction, construction will be halted in an area large enough to maintain the integrity of the resource. If a site is identified that is of potential cultural significance, a systematic testing program will be undertaken with the cooperation of the State Office of Archaeology and Historic Preservation (OAXP). If the site is determined eligible to the State or National Register of Historic Places, effects of the project on the site will be determined and mitigation measures developed.
63. Swa'wa' tix d (Surge Tank Hill), the potential traditional cultural use site adjacent to the treatment plant, will be evaluated for its cultural significance. Affected tribes will be part of the evaluation process.

#### Traffic

64. Metro will participate in the City of Renton's "Grady Way TBZ" under Resolution 2827, adopted in December 1990. Metro's one-time contribution to the TBZ will be \$44,091.
65. Metro will improve its traffic management plan by expanding the treatment plant's existing carport program.
66. Metro will minimize traffic during construction by:
  - a. Providing adequate information to neighborhoods and businesses to be affected during construction.
  - b. Scheduling construction operations to minimize impact to peak hour traffic operations.
  - c. Stockpiling excavated earth on-site for use as backfill and construction of the perimeter berms.
  - d. Prohibiting construction worker parking on adjacent

#### Public Services and Utilities

#### Exhibit B



67. Metro will continue to implement existing safety and security measures at the treatment plant to reduce the potential for accidents. Metro will also improve the influent control system to alleviate overflows due to surcharging in the immediate vicinity of the treatment plant.

EXHIBIT C

Metro Resolution 4540, as amended

(Attached)

Exhibit C