ORDINANCE NO. 1864

AN ORDINANCE of the City of Kent, Washington accepting transfer of a portion of the property and facilities of Water District 87 and directing the Mayor to petition for dissolution of the District.

WHEREAS, the Commissioners of Water District 87 are desirous of disincorporating the District; and

WHEREAS, the Cities of Kent and Auburn are willing to enter into a contract to transfer respective portions of the water system to the Cities for future operations; and

WHEREAS, the City Council of the City of Kent has reviewed the proposal, a copy of which is attached hereto labeled Exhibit "A", and by this reference made part of this Ordinance; and

WHEREAS, the City Council finds that such a transfer would allow for improved services to the customers of Water District 87; and

WHEREAS, the City Council also finds that it is in the best interests of the health, safety and general welfare of the citizens of the City of Kent; NOW, THEREFORE

THE CITY COUNCIL OF THE CITY OF KENT, WASHINGTON DO HEREBY ORDAIN AS FOLLOWS:

Section 1. The Transfer Agreement attached hereto labeled Exhibit "A" is hereby adopted and approved.

Section 2. The Mayor is hereby authorized and directed to petition the Superior Court of the County of King for the Dissolution of Water District 87.
Section 3. The City Clerk is hereby authorized and directed to transmit a certified copy of this ordinance to all of the parties to the agreement attached hereto.

Section 4. This ordinance shall take effect and be in force five (5) days from and after its passage, approval and publication as provided by law.

ATTEST:

BETTY GRAY, DEPUTY CITY CLERK

APPROVED AS TO FORM:

P. STEPHEN DIJULIO, CITY ATTORNEY

PASSED the 14th day of August, 1982.
APPROVED the 19th day of August, 1982.
PUBLISHED the 20th day of August, 1982.

I hereby certify that this is a true copy of Ordinance No. 83-61, passed by the City Council of the City of Kent, Washington, and approved by the Mayor of the City of Kent as hereon indicated.

BETTY GRAY, DEPUTY CITY CLERK
AGREEMENT CONCERNING TRANSFER OF KING COUNTY
WATER DISTRICT NO. 87'S WATER SYSTEM TO THE
CITIES OF AUBURN AND KENT

April 1, 1982

IT IS AGREED by and between WATER DISTRICT 87, King County, a Washington Municipal Corporation ("WD 87"); and the Cities of AUBURN ("Auburn") and KENT, ("Kent") Washington, collectively, "the cities") as follows:

1. Authority

This agreement is entered into pursuant to RCW 35A.13.070, which authorizes one or more cities and water districts to contract regarding ownership of property, providing for water service, and operation of facilities.

2. Transfer of Water System

The ownership of WD 87's entire "water system" shall, as of the above date, be transferred and conveyed to Auburn and Kent, in the manner provided below.

The term "water system" shall include, but not be limited to, all WD 87 water mains and appurtenances; hydrants; easements; licenses; franchises; permits and facilities, rights and assets of any kind or nature whatsoever.

Said transfer is subject to the cities' performance of all of the terms and conditions of this agreement.

The cities hereby accept their respective portions of the water system on the terms of this agreement.

3. Division of System

The entire WD 87 water system lying southerly of the following described line will become the property of the Auburn and the remaining portion of the water system (lying northerly of the following described line) shall become the property of Kent:

Starting at a point of intersection on the westerly boundary line of WD #87 which is the easterly margin of the Chicago Milwaukee and St Paul Railroad right-of-way with the southerly right-of-way line of S. 277th street and projecting easterly therefrom along said southerly right-of-way line to an intersection point with the easterly margin of the Burlington Northern Railroad right-of-way thence northerly therefrom along said easterly line to an intersection point with the northerly right-of-way line of S. 277th street thence projecting easterly therefrom along said northerly right-of-way line to the easterly boundary line of WD #87 which is the westerly line of S.S. Highway #5 (aka) East Valley Highway.

WD 87's customer records will be divided between the cities, according to the above division of the water system and any temporary services.

The limited hand tools and miscellaneous personal property owned by WD 87 will be transferred to Auburn.

4. Connection to Auburn System

The cost of inter-connecting the WD 87 water system to Auburn's water system shall be paid for from monies presently in the WD 87 maintenance fund.

The City of Kent is presently connected to the WD 87 water system, and no further connections are presently needed.
5. Costs and Expenses/WD 87 Money

The following shall be paid from WD 87 money, in the following order of priority:

WD 87's routine debts and expenses.

WD 87's attorney's fees for drafting of this agreement, and related work.

Any attorney's fees and/or costs in obtaining boundary review board or other governmental approvals (per paragraph 10 hereof).

Cost of inter-connecting the WD 87 system to Auburn's water system (per paragraph 4 hereof).

To the extent that any WD 87 money remains after payment of the above, the same shall be divided evenly between the cities proportionate to the number of WD 87 customers to be served permanently by the cities.

To the extent that the WD 87 funds are inadequate to pay all of the above, then the City of Auburn shall bear any remaining cost of inter-connecting the water systems. If there is insufficient WD 87 money to pay all of the other above-listed items in full (other than WD debts), then any amount remaining due shall be borne by the cities according to the same permanent customer ratio as above.

6. Service Interruptions

The cities each agree that transfer of the water system will not result in any interruption of water service to any WD 87 customer other than that normally experienced in the day-to-day operation of the respective water systems.

7. Water Rates

The cities each agree that former WD 87 customers shall, following transfer and in the future, be charged for water service, and pay the same connection and other charges, as the cities charge in each case, its other customers in the same class of service. Service shall also be of the same quality as that received by other customers in the same class.

8. Temporary Service

Auburn and Kent recognize, and agree, that until their respective water systems are readily available within the present WD 87 service area, each will have to extend temporary water service to existing customers on the opposite side from them on the above described boundary line. During such temporary service, the customers shall pay the serving city's rates and charges, and the serving city will maintain the water mains, hydrants and meters serving those temporary customers.

The city temporarily serving such customers will turn over the customers to the other city on request. Both cities agree to cooperate in the transition of these customers from one city to the other and agree that water service to the customers will not be interrupted unnecessarily during the transition.

No property temporarily served by one of the cities shall be assessed, or otherwise required to pay, for new water mains or facilities in order to transfer their services over to the other city unless said property is specifically benefitted beyond the availability of the existing service.

No new water services including five hydrants and five service lines will be connected to a water main owned by one city but temporarily being utilized to serve the above said customers (property), without the written consent of the other city.
9. Preferential Employment

The employees of WD 87 shall be entitled to offers of comparable full-time employment from both Auburn and Kent, in accordance with RCW 35.13A.090.

10. Governmental Approvals

If, in the opinion of either city, it is necessary to so obtain approval of this agreement by the King County Boundary Review Board, King County Council, and/or any other governmental body, then that city shall so notify the other parties to this agreement prior to transfer of WD 87's remaining monies to the cities.

The cities shall determine, between themselves, which city (or WD 87) shall obtain such approval(s). Regardless of who obtains the approval(s), the cost thereof shall be paid from WD 87 funds to the extent available.

11. Financial Records

WD 87's financial and other records are available on request, for inspection and copying by either of the cities.

12. WD 87 Indebtedness

WD 87 shall, as above, pay all of its debts from its present funds. WD 87 warrants that on the effective date of this agreement it will have no debts. Further WD 87 has no bonds, warrants or similar obligations outstanding, and will not issue any in the future. WD 87 also warrants that it does not have any ULID or other assessments receivable, and will not form any improvement districts in the future.

WD 87 warrants that, to the best of its knowledge and the knowledge of its Water Commissioners, there are no pending, asserted or threatened claims, suits or liens against it or any of its water system, monies or other assets. If WD 87 or any its commissioners should receive notice or knowledge of any such claim, suit or lien prior to the effective date of this agreement, WD 87 will immediately notify other cities. The Water Commissioners of WD 87 shall not be personally liable for the foregoing warranties; and shall not be personally liable for performance of any of the terms of this agreement unless they shall, by Board of Water Commissioners's action, vote or otherwise cause to breach of this agreement.

13. WD 87 Continuing Authority

Following the effective date of this agreement, WD 87 shall remain a municipal corporation, and its commissioners shall remain in office for at least their present terms of office, unless WD 87 is sooner dissolved as set forth below. During the continued existence of WD 87, its commissioner shall not exercise any rights, privileges, powers or functions provided by law to WD 87, except at the request of one or both of the cities. If such request is made by only one of the parties, then such actions shall be taken only with respect to that city's portion of the WD 87 water system. The WD 87 Commissioners shall not be obliged to undertake any action unless it is necessary to implement, clarify or carry out this agreement and, in such case, the other city(ies) requesting the action shall thereby agree to save the WD 87 Commissioners harmless from any liability in respect to the same.


Any one or more of the parties to this agreement, or anyone else having standing to do so, may petition and/or take such steps having standing to do so, may petition and/or take such steps as are necessary to dissolve WD 87 under any available statutory authority and procedure. In the event that WD 87 has not been dissolved within five (5) years of the effective date of this agreement, then the cities agree that they will immediately thereafter petition for the dissolution of WD 87 pursuant of RCW 57.90 governing the disincorporation of special districts that have not actively carried out any of the district's purposes or functions for a period of 3-3-
five years, or any similar or other statutes then in effect. The cost of such disincorporation shall be borne by the cities in the same proportion as other expenses are provided for in this agreement.

15. Approval by Parties

This agreement shall be submitted to the governing bodies of each of the parties and approved by City Ordinance and Water District Resolution. Certified copies of said ordinances and resolution shall be furnished each of the parties to this agreement. Adoption of said ordinances and resolution shall serve in lieu of signature to this agreement. Notwithstanding the effective date set forth as the beginning of this agreement, this agreement shall be effective 45 days after it is approved by all three (3) parties.

DATED as of the date set forth hereinafore.

CITY OF ABUBURN

CITY OF KENT

WATER DISTRICT NO. 87, KING COUNTY
A RESOLUTION approving an agreement with the City of Kent and the City of Auburn concerning the splitting of the assets and service area of Water District No. 87.

BE IT RESOLVED that the attached agreement, dated the 1st of April, 1982, between the City of Auburn, City of Kent, and Water District No. 87, be, and it is hereby, approved.

ADOPTED at a regular meeting of the Board of Commissioners of Water District No. 87, King County, held this 5th day of January, 1983.

BOARD OF WATER COMMISSIONERS
WATER DISTRICT NO. 87
KING COUNTY, WASHINGTON

by ____________________________
Robert Robello

by ____________________________
Douglas Graham

by ____________________________
John Valentine
STATE OF WASHINGTON

COUNTY OF KING

I, Coralee A. McConnehey, the duly appointed, qualified City Clerk of the City of Auburn, a Municipal Corporation and Code City, situate in the County of King, State of Washington, do hereby certify that the foregoing is a full, true and correct copy of Resolution No. 1341 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR OF THE CITY OF AUBURN, TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF AUBURN AND KING COUNTY WATER DISTRICT NO. 87 CONCERNING THE TRANSFER OF KING COUNTY WATER DISTRICT NO. 87'S WATER SYSTEM TO THE CITY OF AUBURN."

I further certify that said Resolution No. 1341 was duly passed by the Council and approved by the Mayor of the said City of Auburn, on the 6th day of July, A.D., 1982.

WITNESS my hand and the official seal of the City of Auburn, this 13th day of August, A.D., 1982.

Coralee McConnehey
CITY CLERK OF THE CITY OF AUBURN
RESOLUTION NO. 1341

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR OF THE CITY OF AUBURN, TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF AUBURN AND KING COUNTY WATER DISTRICT NO. 87 CONCERNING THE TRANSFER OF KING COUNTY WATER DISTRICT NO. 87'S WATER SYSTEM TO THE CITY OF AUBURN.

THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, IN A REGULAR MEETING DULLY ASSEMBLED, HEREWITH RESOLVES THAT:

THE Mayor of the City of Auburn, Washington, is herewith authorized and directed to execute an Agreement between the City of Auburn and King County Water District No. 87 concerning the transfer of King County Water District No. 87's water system. A copy of said Agreement is attached hereto, denominated as Exhibit "A" and made a part hereof as though set forth in full herein.

THE Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation.

DATED and SIGNED this 6th day of July, 1982.

CITY OF AUBURN

MAYOR

ATTEST:

City Clerk

Resolution No. 1341
7/6/82