

SETTLEMENT AGREEMENT REGARDING PIPE REMOVAL

This Agreement (the “Agreement”) is entered into by and between the City of Redmond, Washington, a municipal corporation (the “City”), and King County, a political subdivision of the State of Washington (the “County”).

RECITALS

A. The County has applied for a Conditional Use Permit (LAND-20210-377) for the "Lake Hills and Northwest Lake Sammamish Sewer Upgrade Project" (the “Lake Hills Sewer Upgrade Project”), which aims to upgrade sewer pipes serving the Redmond and Bellevue areas to meet community needs for the next fifty years or more.

B. As part of the project, the County plans to leave certain out-of-service infrastructure in place, including asbestos concrete (AC) pipe.

C. The County asserts that RCW 35.58.330 authorizes the retention of out-of-service infrastructure, placing the responsibility for removal on the City if a conflict arises with future City projects.

D. The City contends that RCW 35.58.330 authorizes the County to operate and maintain active infrastructure but does not permit abandonment of out-of-service infrastructure.

E. The City and County wish to resolve the dispute regarding the County’s AC pipe that will remain in place following the Lake Hills Sewer Upgrade Project.

F. This Agreement will be acknowledged by the City as part of the issuance of the Conditional Use Permit and executed prior to approval of civil permits for the project.

AGREEMENT

In consideration of the mutual covenants herein, the City and County agree as follows:

1. **Lake Hills Sewer Upgrade Project:** The County shall complete the Lake Hills Sewer Upgrade Project, leaving in place the out-of-service AC pipe infrastructure identified in Exhibit A.
2. **Capital Improvement Plans and County Review:** The City agrees to provide the County with capital improvement plans for future projects owned by the City involving AC pipe removal no later than six (6) to twelve (12) months prior to project commencement, including at least the 30% design stage. This will allow the County sufficient time for review, ensuring that the City’s project proceeds without delay.
3. **AC Sewer Pipe Removal and Cost Responsibilities:**
 - o The City may request the removal of AC pipe if it conflicts with a future project, by submitting a written request with design documents (e.g., 30% design) to the County’s Local Public Agency Program (LPA; lpa.team@kingcounty.gov). Both parties will explore viable alternatives.

- The City shall notify the County of upcoming projects no less than six (6) months and no more than twelve (12) months before the project start. The County shall complete its review within fifteen (15) business days.
 - If removal is required and both parties agree, the City will be responsible for removal costs, while the County will cover the disposal costs.
4. **Emergency Situations:** If emergencies arise requiring AC pipe removal outside of a scheduled City project, both parties will collaborate to assess the need for removal, working in the best interest of both.
 5. **Disposal of AC Pipe:** The City will handle and pay for removal, and the County will reimburse for disposal. Prior to bidding, the parties will agree on a unit price for disposal, with a not-to-exceed lump sum based on the engineer's estimate.
 6. **Lake Hills Trunkline Maintenance:** The County will maintain the entire Lake Hills Trunkline, including sections containing AC pipe, on a perpetual basis.
 7. **Payment:** If the County agrees to removal, the City will submit documentation of disposal costs and an invoice. The County will reimburse the City in accordance with Exhibit B, not exceeding the agreed lump sum. Contingency funds require prior written authorization from the County. The County will pay within 60 days of receiving the invoice.
 8. **Other Infrastructure:** This Agreement applies only to AC pipe removal and disposal in conflict with City projects. It does not cover other infrastructure the County may leave in the right-of-way as part of the Lake Hills Sewer Upgrade Project.
 9. **Attorney's Fees:** In the event of a lawsuit to enforce or breach this Agreement, the prevailing party is entitled to recover costs and reasonable attorney's fees.
 10. **Governing Law:** This Agreement shall be governed by the laws of the State of Washington.
 11. **Entire Agreement:** This Agreement constitutes the entire understanding between the parties. Any amendments must be executed in writing by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the last signature set forth below.

KING COUNTY

CITY OF REDMOND

By: _____

(Type or print name)

Title: _____

Date: _____

Mayor Angela Birney

Date: _____