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JEH/crd
05/25/88

Extension of Utility
Services outside the
City limits of Redmond

ORDINANCE NO. 1437

ORIGINAL

AN ORDINANCE OF THE CITY OF REDMOND, WASHINGTON,
ADDING A NEW CHAPTER 13.36 TO THE REDMOND
MUNICIPAL CODE TO PROVIDE CONDITIONS FOR THE
EXTENSION OF UTILITY SERVICE OUTSIDE CITY
LIMITS.

WHEREAS, RCW 35.67.310 and 35.92.200 authorize the City
to extend sewer and water service outside City limits and to
specify the terms and conditions under which such service will be
extended, and

WHEREAS, RCW 35.67.310 requires that the terms and
conditions for extension of sewer service be prescribed by
ordinance, and

WHEREAS, the City Council desires to set forth such
terms and conditions, now, therefore,

THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON,
HEREBY ORDAINS AS FOLLOWS:

Section 1. Utility Extensions. A new Chapter 13.36
entitled "Utility Extensions Outside City Limits," is hereby
added to the Redmond Municipal Code to read as follows:

13.36.010 Intent. The intent of this
Chapter is to specify the terms and
conditions under which the City of Redmond
will consider providing water, sewer and
storm drainage service to properties outside
the City limits. Nothing in this Chapter
shall be construed as, or is intended to
constitute, the holding out of Redmond as a
public utility generally willing to supply
all those who request service outside its
City limits. It is the intent of the City to
supply such service only where the user
complies with all terms and conditions of
this Chapter, and that the ultimate decision
to extend services shall rest within the sole
discretion of the City Council.

13.36.020 Conditions for Extension of
Service. Water, sanitary sewer and storm
drainage service shall be extended beyond the
City limits of Redmond only upon compliance
with all of the following conditions:

- A. The Owner of the property for which
service is requested must execute a
utility extension agreement in a form
approved by the City Attorney containing
all of the following terms:
1. A warranty that the Owner has title
to the property and is authorized to

- enter into the agreement;
2. A statement specifying the location and line from which service may be extended;
 3. An agreement by the Owner to pay all costs of designing, engineering and constructing the extension to City standards and according to plans approved by the City Public Works Department;
 4. A requirement that the Owner secure and obtain, at the Owner's sole cost and expense, any necessary permits, easements and licenses to construct the extension;
 5. An agreement by the Owner to turn over and dedicate any capital facilities such as main lines, pump stations and wells, to the City upon completion of construction and to furnish as built plans, any necessary easements, permits or licenses, a bill of sale, and a maintenance guarantee to the City;
 6. An agreement by the Owner to pay connection charges;
 7. An agreement by the Owner to pay all utility service charges at rates applicable to properties outside the City limits;
 8. An agreement by the Owner to annex the property to the City at such time as the Owner is requested by the City to do so;
 9. A restriction on the use of the property which will insure that any development or redevelopment meets the requirements of the City's Comprehensive Plan; zoning code and building regulations;
 10. A statement that delinquent payments under the agreement will constitute a lien which may be foreclosed as other liens for sewer and water service;
 11. A statement that the City may terminate service in the event of noncompliance by the Owner with any term or condition of the agreement;
 12. A waiver of the right to protest formation of a Local Improvement District for improvements which would benefit the subject property;
 13. A clause providing that the agreement may be specifically enforced;
 14. A requirement that the agreement be recorded with the King County Recorder and constitute a covenant

running with the land receiving service, and providing that all costs of recording the agreement will be born by the Owner; and

15. A clause providing for attorney's fees in the event of litigation.
- B. All agreements for the extension of service beyond the City limits must receive approval from the City Council.
- C. Any necessary approvals by the Boundary Review Board must be received prior to the extension of service.
- D. Upon execution of the agreement and receipt of all approvals, the agreement shall be recorded with the King County Recorder as a covenant running with the land, and all costs of recording shall be paid by the Owner in accord with the terms of the agreement.

Section 2. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 3. Effective Date. This ordinance, being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum, and shall take effect five (5) days after passage and publication of the attached summary which is hereby approved.

APPROVED:


MAYOR, DOREEN MARCHIONE

ATTEST/AUTHENTICATED:


CITY CLERK, DORIS A. SCHAIBLE

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

BY 

FILED WITH THE CITY CLERK: 6-30-88
PASSED BY THE CITY COUNCIL: 7-05-88
PUBLISHED: 7-10-88
EFFECTIVE DATE: 7-15-88
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