

Appendix A: Special Permit and Related Documents

- A1. Special Permit, 1960
- A2. Special Permit to Establish an Alcoholic Treatment Center, 1966
- A3. Lease Agreement between the State of Washington and King County, 1968
- A4. Conditional Use Permit, 1975
- A5. Quit Claim Deed between the State of Washington and King County, 1992
- A6. Unclassified Use Permit for Constructing Water Tank, 1992
- A7. Interdepartmental Agreement Regarding Expanded Use Of Greenhouse Facilities at the Cedar Hills Alcohol and Drug Treatment Facility, 1997.

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Appendix A1: Special Permit, 1960

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RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS, KING COUNTY, STATE OF WASHINGTON, GRANTING A SPECIAL PERMIT AND REPRESENTING A MATTER REQUIRING LEGISLATIVE DETERMINATION AS PROVIDED FOR IN SECTION 27, GENERAL PROVISIONS, SUB-SECTION 27.01:1 OF KING COUNTY DISTRICTING (ZONING) RESOLUTION NO. 18801 AS SUBSEQUENTLY AMENDED.

BE IT RESOLVED by the Board of County Commissioners of King County, State of Washington, that

WHEREAS application has been filed by SANITARY OPERATIONS DEPARTMENT OF KING COUNTY, owner of

OVERALL LEGAL:

The North 1/2 of Section 28, Township 23, Range 6 and Section 21 Township 23, Range 6, Except the Northeast 1/4 of the Northeast 1/4 thereof,
Above described to contain a 1,000' wide buffer strip along adjoining property;

asking for a special permit as provided for in Section 27, General Provisions, Sub-Section 27.01:1 of King County Districting (Zoning) Resolution No. 18801 as subsequently amended to allow a sanitary land fill (refuse disposal) for King County; and

WHEREAS said application was considered by the King County Planning Commission in public hearing on August 23, 1960 and the Commission, by motion, voted to recommend approval of this special permit, and all things required by law having been duly done and performed by said Planning Commission; and

WHEREAS said Planning Commission has transmitted to the Board of County Commissioners a copy of their resolution recommending the granting of this special permit; and

BE IT FURTHER RESOLVED by the Board of County Commissioners of King County, State of Washington, that said Board does hereby concur in the recommendations of the King County Planning Commission and that the special permit be and is hereby granted in conformity with this resolution.

PASSED THIS 12th DAY OF September, 1960.

BOARD OF COUNTY COMMISSIONERS
King County, Washington

Howard Adell
CHAIRMAN

Ed Munro
COMMISSIONER

Scott Wallace
COMMISSIONER

ATTEST:

ROBERT A. MORRIS
County Auditor

BY:

Ralph R. Hendes
Deputy Clerk of the Board

KCPC File #A-560

drm

9/6/60

Filed for Record Sept. 15 19 60
County of King of County Commission.

REQUEST: Special Permit for Sanitary Land Fill (refuse disposal) for King
PROPERTY LOCATION: County.
1/2 mile North of Maxwell Road at its intersection with the Renton-Maple Valley
Highway.
ACTION BY COMMISSION: Recommend approval DATE: August 23, 1960

Moved and seconded that the following resolution be adopted:

RESOLUTION NO. A-560

RESOLVED, that in the matter of the application of **SANITARY OPERATIONS**
DEPARTMENT OF KING requesting a special permit for sanitary land fill (refuse
COUNTY on property described as follows:
isposal) for King County

VERALL LEGAL:

he North 1/2 of Section 28, Township 23 North Range 6 and Section 21,
ownship 23 Range 6 except the Northeast 1/4 of the Northeast 1/4 thereof.

bove described to contain a 1,000' wide buffer strip along adjoining
roperty.

The Commission finds as follows:

1. The subject property abuts the Queen City Hog Farm and the Seattle Disposal Company's refuse disposal site on the South.
2. All other surrounding property is undeveloped.
3. The applicant proposes a 500' or more buffer strip of natural growth around the property except along the South paroperty line where the
4. subject property abuts the Queen City Hog Farm and the Seattle Disposal Company's property.
5. The Planning Staff has been working for the past 10 years with the Seattle-King County Department of Public Health Division of Sanitation
6. and the Sanitary Operation Department to find such a disposal site as this and to effectuate such a disposal program as is now proposed by the Sanitary Operations Department.

THEREFORE BE IT RESOLVED, that the requested special permit be
recommended for approval by reason of the following circumstances:

- A. This is a needed public facility.
- B. The proposed use will be compatible with the future development of the surrounding area to provide a buffer.
- C. The use of the subject property as proposed will not be detrimental to surrounding property.
- D.

nd

FINALLY RESOLVED, that a copy of this Resolution be transmitted to the
ounty Board for its consideration in the manner prescribed by law.

VOTES: AYES: 6 NAYS 0 ABSENT 2

DATE OF ACTION: August 23, 1960

Deward Adell Edward B. Sand
Chairman Secretary

RECOMMEND APPROVAL SUBJECT TO THE FOLLOWING CONDITIONS:

1. A 1,000' buffer strip surrounding the entire site will be left in its natural state for the protection of the surrounding properties. There will be no sanitary operations in this strip other than access.
2. Access will be from Cedar Grove Road over a new right of way entering the property from approximately the Southeast corner.
3. The operation is to be a true sanitary fill. Not an open garbage dump.
4. There will be no burning of garbage.

SANITARY OPERATIONS
DEPARTMENT OF KING COUNTY File # A-560
APPLICANT: LEGISLATIVE DETERMINATION Scale 1"=2000'
Type of Case: 21 JULY 1960 (SPEC. PERMIT)
Public Hearing: 21 & 28-23-60 HWY. 6-NONE / ITEM D-4
RECOMMENDED BY KING COUNTY PLANNING COMMISSION RESOLUTION NO. _____

This is to certify that this is a true copy of the vicinity map showing area reclassified, being an amendment to Area District ap _____, part of District (Zoning) resolution #18801. Said vicinity map being part of RESOLUTION # _____ adopted by the Board of County Commissioners, King County, Washington, this _____ day of _____, 19__.

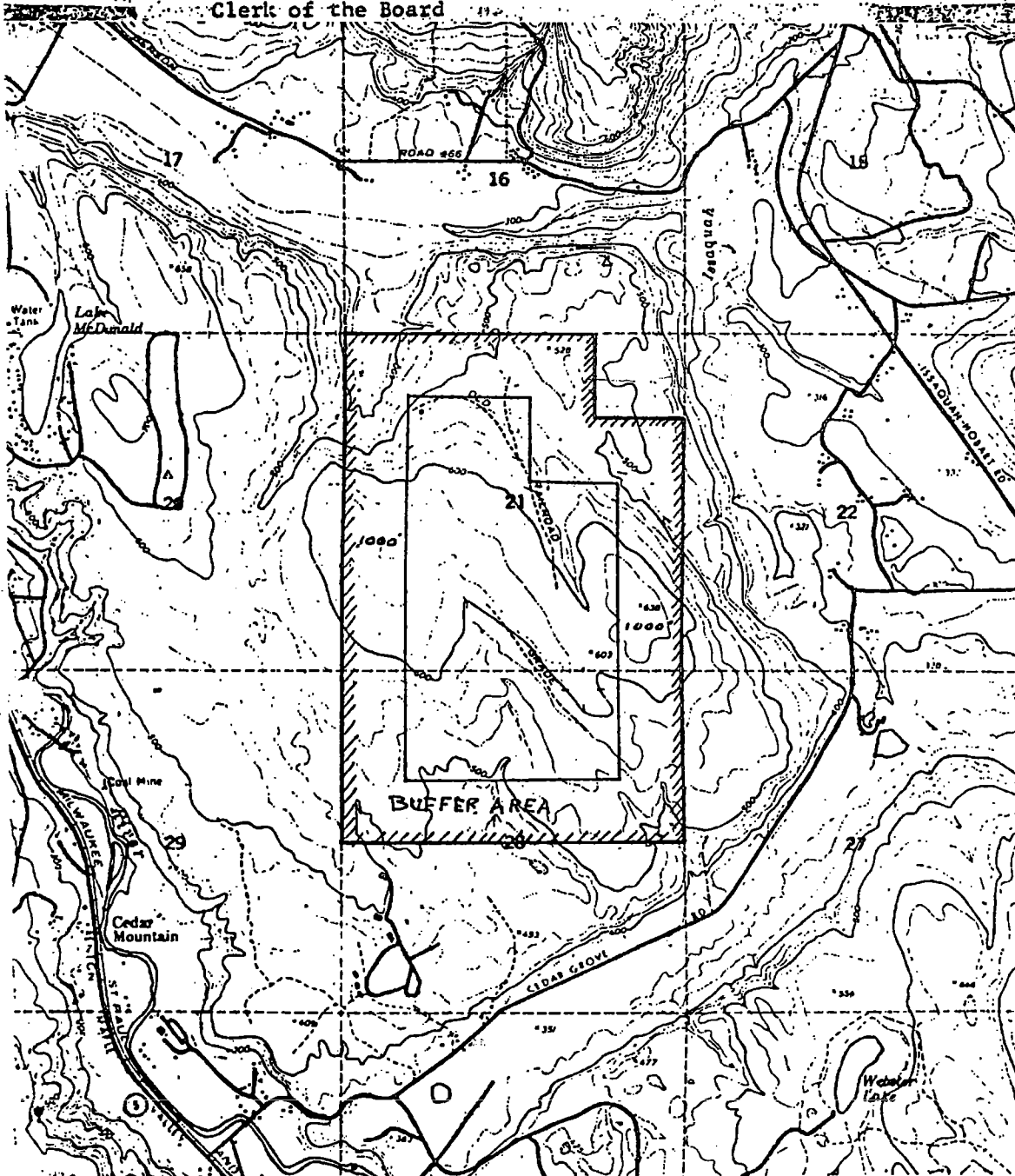
Filed for Record at the request of _____ on _____ A.D., 19__ at _____ and recorded in _____ records of King County, State of Washington

ROBERT A. MERRIS
County Auditor

BOARD OF COUNTY COMMISSIONERS

By _____ Deputy

By: _____
Clerk of the Board



Recorded instruments are returned upon completion of recording.
 Filed instruments remain on file until formally released.
 Instruments filed under "Registered Land Act" are a permanent County Record.

A-560

Sept. 14, 1960

Seattle, Washington

Receiving Number

Amount Paid

RECEIVED this day the following instrument as shown on Receiving Book of even date herewith.

ROBERT A. MORRIS
Auditor, King County,
Washington

M. J. R. WILLIAMS
Chief Deputy

Resol: 21696	5202055		
Amend Zoning Resol. 18801	- Special Permit		

Map - Sanitary Operations	Dept.	3846522	

BX 3414

200M 4-60

3205

Plan. Com.
2

Resol. No. 21696
Zon. Reclassification
9/12/60

RECEIVED FROM COUNTY COMMISSIONERS

W/K

9-20-60

19

Appendix A2: Special Permit to Establish an Alcoholic Treatment Center, 1966

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J.

RESOLUTION NO. _____

31542

Planning Agency No. ZA 66-1

A RESOLUTION GRANTING A SPECIAL PERMIT AS PROVIDED FOR IN KING COUNTY DISTRICTING (ZONING) RESOLUTION NO. 18801 AS AMENDED. VOL 11 FRME 407

WHEREAS KING COUNTY HEALTH DEPARTMENT

has petitioned King County, requesting a special permit to establish an alcoholic treatment center.

on property described in said petition, and all legal requirements have been performed; and

WHEREAS the King County Planning Department has transmitted to the Board of County Commissioners, King County, Washington, a copy of the King County Planning Agency's findings and action recommending the granting of this special permit;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners does hereby adopt the findings and recommendation of the Planning Agency as its own, and does hereby grant a SPECIAL PERMIT as shown hereon and legally described herein, which lies within SECTION 21 TOWNSHIP 23 RANGE 6E E.W.M., on Area Map W-37 a part of the District (Zoning) Map.

R-A

R-A

SP

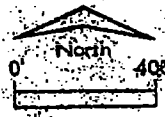
21 22

28 27

R-A



AREA RECLASSIFIED BY
THIS RESOLUTION



LVOL 11 FRME 408

Resolution No. 31542

Planning Agency No. ZA 66-1

LEGAL DESCRIPTION:

Beginning at the southeast corner of section 21, township 23, range 6; thence north along the east line of said section 21, township 23, range 6 800 feet; thence at right angles 450'± to the east line of Chief Joseph Transmission line right-of-way; thence southerly along said east right-of-way line to the south line of said section; thence east to the point of beginning. Less county roads and portions deeded for roads.

PASSED this 28th day of February, 1966

BOARD OF KING COUNTY COMMISSIONERS
STATE OF WASHINGTON

Scott Wallace
Chairman

E. J. Morris
Commissioner

John T. O'Brien
Commissioner

ATTEST: ROBERT A. MORRIS
Clerk of the Board

Ralph A. Stender
Deputy

**Appendix A3: Lease Agreement between the State of Washington and
King County, 1968**

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STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
BERT L. COLE, Commissioner of Public Lands

RECEIVED
MAY 31 1968

1968

Application No. 55911

LEASE NO. _____

THIS LEASE, Made and entered into this 3rd day of July, 1968, by and between the State of Washington, acting by and through the Department of Natural Resources, hereinafter called the State, and KING COUNTY, acting by and through its Board of County Commissioners, hereinafter called the Lessee, WITNESSETH:

The State, for and in consideration of payments hereinafter provided and other valuable considerations and the covenants and agreements hereinafter contained, hereby demises, lets, and leases unto the Lessee the following described lands situate in King County, Washington, to wit:

"All, except NE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 21 and NE $\frac{1}{4}$, Section 28, all in Township 23 North, Range 6 East, W. M., containing 920 acres, more or less, according to the government survey thereof.

Subject to easements for rights of way for transmission lines heretofore granted under Application Nos. F-3901, F-3980, F-4327, F-5305, 30656 and 31326.

SECTION 1. OCCUPANCY

1.01 Original Term. The Lessee shall have and hold the said premises for the term beginning the 1st day of April, 1968, through the 31st day of March, 2023.

SECTION 2. PAYMENT

2.01 Amount. The Lessee shall pay to the State, in advance, an annual rental of Four Hundred Sixty Dollars (\$460.00) for the premises.

2.02 Where Payable. The annual rentals shall be payable to the State at the office of the Commissioner of Public Lands, Public Lands-Social Security Building, Post Office Box 168, Olympia, Washington 98501.

SWD 0576

SECTION 3. USE OF THE PREMISES

3.01 Permitted Use. The premises shall be utilized exclusively for uses of public recreation, for a facility for the treatment and rehabilitation of alcoholics and other afflicted persons, for a sanitary disposal site, and for any other use approved in writing by the State. Portions of the premises shall be devoted to each of the foregoing uses in accordance with the plan of development required by Section 4.01, below. This lease is executed by the State under the authority of RCW 79.01.414.

3.02 Restrictions on Use. In connection with the use of the premises the Lessee shall:

- (1) Conform to applicable laws and regulations of any public authority affecting the premises and the use, and correct at the Lessee's own expense any failure of compliance created through the Lessee's use;
- (2) Remove no valuable material and cut no trees without the prior written consent of the State;
- (3) Prohibit discrimination against any person because of race, religion, color or national origin;
- (4) No littering of the area shall be permitted. Said premises shall be kept free of debris.

3.03 Reservations. In connection with the use of the premises the State shall:

- (1) Have access to the premises at all reasonable times for the purpose of securing compliance with the terms and conditions of this lease. The State reserves the right to grant easements across the premises to others where the grant does not unreasonably interfere with the Lessee's use of the premises. No easement shall be granted which will destroy the facilities.
- (2) Reserve the right to continue to manage, sell, or lease forest, mineral and oil and gas resources under the jurisdiction of the State within the limits as set forth in 3.01 and 3.02.

SECTION 4. OPERATION OF PREMISES

4.01 Development Plan. Before the Lessee develops the premises, a general plan of development must be submitted to the State and have the States written approval. Said plan is to encompass, but is not limited to, the following features:

(1) Schedule of development for disposal site, recreational facilities and alcoholics facilities and fitting within the frame work of available financing. Said schedule may be altered as needed to fulfill recreational needs, and necessary financing.

4.02 Lessee Administrator. The Lessee will appoint one person who will be responsible for the over all management of the premises and this lease.

SECTION 5. IMPROVEMENTS

5.01 Authorization for Improvements. The Lessee is authorized to develop and install improvements as shown on the plan of development and authorized in writing by the State.

5.02 Ownership of Improvements. All improvements made on or to the leased premises by the Lessee shall become the property of the State;

(1) At the time the improvement is made if it be made without the prior written consent of the State;

(2) At the time of termination if this lease be terminated by reason of the default of the Lessee;

(3) At a future date as set forth in the letter of authorization for the improvement;

(4) At the expiration of the lease term.

5.03 Removal. Improvements on the premises at time of issuance of this lease and those made on or to the leased premises shall not be removed without the prior written consent of the State.

5.04 Improvements Defined. "Improvements" mean anything considered a fixture in law placed upon or attached to the leased premises or any change made in their previous condition that has added value to the lands.

SECTION 6. REPAIRS

6.01 Duty. The Lessee shall at all times keep or cause all improvements (regardless of ownership) to be kept in as good condition and repair as originally constructed or as hereafter put, except for reasonable current wear and tear. In all cases the premises and improvements shall be maintained at a standard acceptable to the use.

6.02 Cost. All repairs shall be made at the sole cost and expense of the Lessee.

SECTION 7. CONDITION OF PREMISES AND LIABILITY

7.01 Condition of Premises and Liability. The premises have been inspected by the Lessee and are accepted in their present condition. Lessee agrees to defend and hold the State harmless from any and all claims suffered or alleged to be suffered on the premises or arising out of operations on the premises. Closure of all or a portion of the area near or surrounding the premises for any reason beyond the control of the State or closure by the State or other agency of the State of Washington because of fire hazard shall not be a basis of claim against the State.

SECTION 8. FIRE

8.01 Fire Prevention. Fire prevention and control shall be the responsibility of the Lessee. Every reasonable precaution shall be taken to prevent fires from starting. If fire does break out, it shall be controlled and extinguished as soon as possible by the Lessee.

The Lessee must contact the States local District Administrator whose office is located in North Bend to obtain requirements for fire prevention and fire control. Said administrator will give to the Lessee a written list of requirements to which the Lessee must adhere. Written list will include but, is not limited to the following items;

- (1) Fire break requirements and location;
- (2) Water storage and pump requirements;
- (3) Watchman requirements;
- (4) Fire tool requirements.

SECTION 9. NONWAIVER OF RIGHTS

9.01 Nonwaiver of Rights. The failure of the State to insist upon strict performance of any of the covenants and agreements of this lease, or exercise of any option conferred, shall not be construed as a waiver or relinquishment of any such covenant, agreement, or option, but the same shall remain in full force and effect.

SECTION 10. ASSIGNMENTS AND SUBLETTING

10.01 Assignments and Subletting. No assignment of this lease or subletting or subleasing of the premises shall be permitted without the written consent of the State.

10.02 Covenant Binding. The covenants, conditions, and terms of this lease shall be binding upon the respective parties and their successors in interest.

SECTION 11. NOTICES

11.01 Notices. Any notice under the terms of this lease shall be in writing, signed by a duly authorized representative of the party giving such notice, and if given by the Lessee shall be addressed to the State at P. O. Box 168, Olympia, Washington 98501, and if given by the State shall be addressed to the King County Commissioner, Seattle, Washington.

SECTION 12. SPECIAL CONDITIONS

12.01 Termination. This lease may be terminated by mutual consent of both parties with out penalty provided rental already paid may not be refunded.

IN WITNESS WHEREOF, the parties hereto have set their hands, in duplicate, the day and year first above written.

ATTEST:

ROBERT A. MORRIS,

Board

Ralph A. Stender
Deputy

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

By

Bert L. Cole
BERT L. COLE

Commissioner of Public Lands

KING COUNTY

By

John T. C. Brown
Title

Seattle, Washington
Address

SWD 0580

Appendix A4: Conditional Use Permit, 1975

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1975

DIVISION OF LAND USE MANAGEMENT
Department of Community & Environmental Development
W-217 King County Court House
Seattle, Washington 98104
344-4292

ZONING ADJUSTOR

Report and Decision

SUBJECT: File No.: 75-36-C
Applicant: KING COUNTY
Location: Lying on the east side of 228 Avenue Southeast
and approximately 2400' north of Cedar Grove Road
Southeast
Request: A Conditional Use Permit to allow additions to an
existing alcoholic treatment center.

DEPARTMENT REPORT: Application for a Conditional Use Permit was duly
received and filed on June 25, 1975.

Public Notice of Public Hearing was mailed to
property owners within a 300' radius of subject
property by the Division of Land Use Management,
Department of Community & Environmental
Development on July 31, 1975.

Field inspection was made by the Land Use
Management Staff on July 18, 1975, and
colored slides of the site were taken.

A report was prepared by the Staff and dated
August 21, 1975, incorporating therein data
and information taken from the application for a
Conditional Use Permit, as well as that observed
by site inspection.

I. PUBLIC HEARING:

The public hearing on File No. 75-36-C was opened by the Zoning
Adjustor at 9:58 a.m., August 21, 1975, in Room 402 - King County Court
House.

FILE NO: 75-36-C
AUGUST 21, 1975 - PUBLIC HEARING
REPORT and DECISION

Correspondence received and entered into the file:

- EXHIBIT 3 Washington State Department of Fisheries, 7/22/75
- EXHIBIT 4 King County Department of Public Works, Division of Hydraulics, 7/22/75
- EXHIBIT 5 Issaquah School District No. 411, 7/23/75
- EXHIBIT 6 King County Division of Building, Housing and Zoning Section, 7/16/75
- EXHIBIT 7 King County Department of Public Works, Division of Traffic & Planning, 7/17/75
- EXHIBIT 8 Copy of Lease between State of Washington, Department of Natural Resources and King County, signed 5/31/68
- EXHIBIT 9 King County Department of Public Works, Division of Hydraulics, 8/1/75
- EXHIBIT 10 C. R. "Bill" Billington, 8/12/75

The following exhibits were entered by the staff:

- EXHIBIT B Plot Plan
- EXHIBIT C Assessor's Map
- EXHIBIT F Slides of subject property which were displayed by Staff
- EXHIBIT G Staff Report
- EXHIBIT I Vicinity Map
- EXHIBIT 2 Declaration of No Significant Impact, signed by Gerald R. Schlatter, Manager, Architecture Division of King County

Speaking for the application:

1. Bjarni Olason, Architecture Division
1221 Smith Tower, Seattle, WA 98104
2. Ronald J. Fagan
4141 - 40th Southwest, Seattle, WA 98111

Speaking in opposition: None.

FILE NO. 75-36-C
AUGUST 21, 1975 - PUBLIC HEARING
REPORT and DECISION

The Zoning Adjustor, having considered the testimony given at the public hearing, and reviewing all exhibits presented, took the matter under advisement.

The hearing on File No. 75-36-C was closed by the Zoning Adjustor at 10:16 a.m., August 21, 1975.

II. FINDINGS & CONCLUSIONS:

Having reviewed all exhibits entered into the record, considered all testimony presented at the public hearing, considered the Zoning Code requirements for a Conditional Use Permit, the Zoning Adjustor makes and enters the following:

FINDINGS:

1. This request is for a Conditional Use Permit to allow additions to an alcoholic treatment center at Cedar Hills. The original permit for this use was granted in February of 1966 by the Board of King County Commissioners.
2. Mr. Ron Fagan, former Director of the Treatment Center, testified ~~as to the need for this expansion and the continuation of a very~~ successful program which contemplated this type of expansion when it started in 1966. Treatment procedures and theories have changed somewhat over the years, and, therefore, there are some structures and uses in the plan now that are a little bit different than originally envisioned, but not substantially so.
3. The original permit granted for this use provided for a 100' wide buffer-screening area along the east side of the property. The original plans submitted with the application and available at the hearing indicated that now there were buildings proposed in this 100' buffer strip. Testimony by Mr. Olsson of the Architecture Division indicated that possibly the County owned an additional 60' in this area, and that that would be available as part of that buffer area. Since the hearing was closed, the Architecture

Division has submitted information which, in fact, indicates that the additional 60' does exist along the east boundary..

4. There were letters submitted by property owners to the east, indicating that in the past they had some trouble with people from the alcoholic treatment center crossing or using their property, and they were suggesting that possibly fencing should be provided along the east boundary line.
5. Eleven State and County agencies were contacted for recommendations on this request, and also to provide information that would assist the Division of Land Use Management in determining whether an Environmental Impact Statement would be required. An Environmental Assessment was made from the information submitted, the field trip and file information available to the Division of Land Use Management. The Division of Architecture had also made a Declaration of No Significant Impact.

DECLARATION OF NO SIGNIFICANT IMPACT:

Pursuant to the Environmental Policy Act of 1971, it is determined that approval of the subject Conditional Use Permit to allow proposed additions to an existing alcoholic treatment center would not constitute a major action significantly affecting the environment, therefore, an Environmental Impact Statement is not required. This determination is based upon the responses from reviewing agencies, site inspection, information submitted by the applicant and an evaluation of physical and social systems affected, as identified in Section 5, Ordinance No. 1700.

CONCLUSIONS:

1. This is an addition to a needed public facility. The demand for this type of facility has been increasing for social reasons, and,

FILE NO. 75-36-C
AUGUST 21, 1975 - PUBLIC HEARING
REPORT and DECISION

also, due to changes in the law which requires treatment of alcoholics as a health problem, rather than a police problem.

2. The location and surrounding development are such that this addition will have no adverse effect on surrounding properties. That fact has already been demonstrated by the existence of the use at this site for some years.
3. The proposed expansion is consistent with the original plan that was contemplated as future development in the original application of 1968.

ACTION: The Conditional Use Permit is hereby granted, subject to the following conditions:

1. A revised site plan shall be submitted showing the additional 60' of property that was not shown originally along the east side of this development; also, revised building locations should be shown on that plan, if required.
2. All buildings proposed in this request and all future buildings shall observe the 100' setback from the east property line to provide a buffer and transition zone adjacent to the privately owned property in that area.
3. The proposed residential care unit may be rotated in the manner as shown on Exhibit B-1, which was submitted 8/26/75.
4. Future additions to this site should include fencing along the east boundary line, and, in the meantime, special precautions should be made to prevent trespassing on privately owned adjoining properties.

FILE NO. 75-36-C
AUGUST 21, 1975 - PUBLIC HEARING
REPORT and DECISION

ORDERED this 23rd day of September, 1975.

Edward B. Sand
EDWARD B. SAND
ZONING ADJUSTOR

TRANSMITTED this 23rd day of September, 1975, to the following parties of record;

Bjarni Olason

Ronald J. Fagan

Richard Gemperle

Action of the Zoning Adjustor may be appealed in writing by any aggrieved party to the King County Board of Appeals. Appeals must be filed within 14 days from the date of this transmittal. Appeals to the Board of Appeals should be addressed to:

King County Board of Appeals

Room 509, King County Administration Building

Seattle, Washington 98104

BS:jf

DEPARTMENT OF COMMUNITY & ENVIRONMENTAL DEVELOPMENT
DIVISION OF LAND USE MANAGEMENT
ENVIRONMENTAL ASSESSMENT
PRELIMINARY REPORT TO THE ZONING ADJUSTOR
AUGUST 21, 1975 - PUBLIC HEARING

APPLICANT: King County

FILE: 75-36-C

Location: Lying on the east side of 288th Ave. S.E. and approximately 2400' north of Cedar Grove Road S.E.
Request: A conditional use permit to allow additions to an existing alcoholic treatment center.
Reference: 21.44.030 (6)
Zone: G
S.T.R.: 21 & 28-23-6
Size: 19.94 acres
Water District: None
Sewer District: None
Fire District: #10
School District: #411

A. HISTORY:

On February 28, 1966, the Board of King County Commissioners granted a special permit (ZA 66-1), to establish an alcoholic treatment center for the following reasons:

1. The remoteness of the site and the rural character of the area makes this an ideal location for such a facility.
2. The property on the north, south and west sides of the subject property are owned by the County -- on the east side there is a 100' wide buffer and landscaping or screening area, therefore, such a facility at this location will not be detrimental to surrounding properties.
3. This facility will be permitted on this property as long as there is a need for this treatment center.

COMMENT: The existing shop building has been constructed approximately 20' from the east property line.

B. THE PROPOSED ACTION:

The applicant is proposing at this time to construct a two-story, 48 bed residential care facility and a one-story, 44 bed dormitory building. Future development of the site includes a 44 bed dormitory building, laundry and vocational shop, chapel, offices, and research village housing.

COMMENT: Except for the proposed offices and the second 44 bed dormitory building all the proposed structures will be placed within the 100' buffer area as approved under special permit ZA 66-1.

C. AGENCIES CONTACTED:

1. King County Division of Traffic:
"All parking must conform to the 'King County Off-Street Parking Plans and Specifications'."
2. King County Division of Hydraulics: No response.
3. King County Division of Operations: No objection.

4. King County Division of Building:
 - a. Fire Marshall: No response.
 - b. Housing & Zoning:

"We have no history of any Housing/Zoning Code action on the above reference file."
5. King County Dept. of Health & Social Services: No response.
6. King County Dept. of Budget & Program Planning: No response.
7. Fire District #10: No response.
8. School District #411: No response.
9. State of Washington Dept. of Game: No response.
10. State of Washington Dept. of Fisheries: Disinterest
11. State of Washington Dept. of Ecology: No response.

D. REQUIREMENTS SPECIFIED BY THE ZONING CODE:

"(6) Hospitals, mental and alcoholic, provided they are specifically excluded from all "RS," "RD", "RM-2400," "RM 1800" and "S" zones."

E. EXISTING CONDITIONS:

1. General Zoning in the Area: The subject property and the surrounding area is zoned G (General).

2. Development on the Subject Property: The subject property is developed with King County Alcoholic Treatment Center which consist of two dormitory buildings, administration building, multi-use building, shop and greenhouses.

3. Development on Adjoining Properties: The property to the west is developed with the King County Cedar Hills Disposal Site. The property to the north and south is undeveloped and is owned by the State of Washington as is the subject property. The property to the east is undeveloped.

4. Physical Land Characteristics:

a. Topography: The subject property has a gentle slope towards the south.

b. Prevalence of Surface or Groundwater: No surface water is evident on the site.

c. Vegetation: The south half of the subject property is heavily wooded with only that portion of the site which has been developed having been cleared.

d. Soils: AgC, Alderwood gravelly sandy loam, 6 to 15 percent slopes. Permeability is moderately rapid in the surface layer and subsoil and very slow in the substratum. Water moves on top of the substratum in winter. Runoff is slow to medium, and the hazard of erosion is moderate. This soil is used for timber, pasture, berries, and row crops, and for urban development.

e. Wildlife: Two deer were seen on the site at the time of the field investigation. Other small animals and birds probably inhabit the site.

F. ACCESS:

Access to the subject property is from 228th Ave. S.E., a two-lane asphalt road with open ditch.

G. PUBLIC SERVICES:

1. Water & Sewer: The subject property is not served by a water or sewer district. The applicant states that the site is served by approved wells and that connections with the Metro Sewer line will be available prior to completion of the facilities.

2. Fire Protection: The subject property is outside a low value fire protection service area.

3. Schools: The subject property is located in Issaquah School District No. 411.

4. Transit: The subject property is not served by a public transportation system.

H. IMPACTS ON NATURAL SYSTEMS:

There should be no effect upon the natural systems as a result of this expansion.

I. SOCIAL IMPACTS:

This proposal will increase the capacity of the existing alcoholic treatment center.

EBS:09:blo

**Appendix A5: Quit Claim Deed between the State of Washington and King
County, 1992**

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Filed For Record At The Request Of

Nesta Jane Smith
King County Real Property Division

1620 DMS

Ref: Lease File No. 01074
✓ Cedar Hills Landfill
Alcohol Treatment Center~~AFTER RECORDING RETURN TO:~~
~~Department of Natural Resources~~
~~Land Records Section~~
~~P.O. Box 47021~~
~~Olympia, WA 98504 7021~~

QUITCLAIM DEED

THE GRANTOR, STATE OF WASHINGTON, acting by and through the Department of Natural Resources as authorized by the Board of Natural Resources Resolution No. 718, dated November 5, 1991, and by House Bill 1267, approved in the 1991 Regular Session of the Washington Legislature, and in consideration of the indemnity by Grantee specified in Exhibit A, hereby grants, conveys and quitclaims to KING COUNTY, GRANTEE, the following described real property situated in King County, Washington, to wit:

ALL EXCEPT NE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 21; N $\frac{1}{4}$, Section 28; all in Township 23 North, Range 6 East, W.M., TOGETHER WITH Department of Natural Resources Water Right W-0598, containing 920.48 acres, more or less.

SUBJECT TO THE FOLLOWING:

1. Easement for transmission line right of way granted to Bonneville Power Administration on June 26, 1957 under Application No. F-3901 for an indefinite term.
AFFECTS Section 21
2. Easement for transmission line right of way granted to Puget Sound Power and Light Company on July 19, 1966 under Application No. 31326 for an indefinite term.
AFFECTS Sections 21, 28
3. Easement for water line right of way granted to King County Solid Waste Division on December 30, 1991, under Application No. 52003 for an indefinite term.
AFFECTS Sections 21, 28
4. Easement for natural gas pipeline right of way granted to Pacific Northwest Pipeline Corporation on December 18, 1956 under Application No. F-4327 for an indefinite term. Assigned to Northwest Pipeline Corporation on October 28, 1974.
AFFECTS Section 28
5. Easement for transmission line right of way granted to Bonneville Power Administration on June 26, 1957 under Application No. F-3980 for an indefinite term.
AFFECTS Section 28
6. Easement for transmission line right of way granted to Bonneville Power Administration on November 19, 1959 under Application No. F-5305 for an indefinite term.
AFFECTS Section 28
7. Easement for transmission line right of way granted to Bonneville Power Administration on July 14, 1966 under Application No. 30656 for an indefinite term.
AFFECTS Section 28
8. Easement for transmission line and access road right of way granted to Bonneville Power Administration on March 19, 1974 under Application No. 37123 for an indefinite term.
AFFECTS Section 28

920161/072

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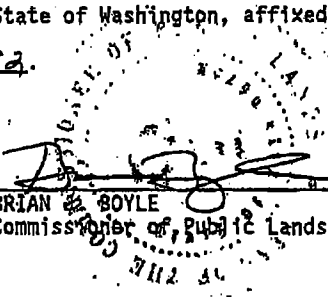
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KING COUNTY RECORDS 003

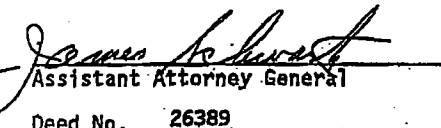
920161-1695

9. Easement for transmission line right of way granted to Puget Sound Power and Light Company on September 26, 1977 under Application No. 40053 for an indefinite term.
AFFECTS Section 28
10. Reservation of minerals by Kittie Glenn, formerly Kittie Bagley, in deed dated December 21, 1903, under Auditor's File No. 283227.
AFFECTS Section 28

WITNESS the Seal of the State of Washington, affixed this 22nd day
of June, 1992.


BRIAN R. BOYLE
Commissioner of Public Lands

Approved as to form this 27th
day of February, 1992.


Assistant Attorney General

Deed No. 26389

State Record of Deeds, Volume 13, Page 101

App. No. 02-52191

12\011792\RECONVEY\02052191.QCD

74U1071673

SWD 0792

8620 DMS

EXHIBIT A

Indemnification and Hold Harmless Agreement

WHEREAS, House Bill 1267 authorizes the reconveyance of Forest Board land that King County is leasing for Cedar Hills Landfill;

WHEREAS, the Board of Natural Resources approved the reconveyance in Resolution No. 718 at its November 5, 1991, meeting; and

WHEREAS, House Bill 1267 further requires King County to indemnify and hold the State of Washington harmless from any liability or expense arising out of the reconveyed lands;

NOW THEREFORE, Grantee, King County, has had a full and meaningful duty and opportunity to inspect the subject property, and has been fully apprised of the previous use of this property, which is as a sanitary landfill. King County agrees to fully indemnify the State with respect to any liability arising out of King County's direct or indirect past, present, or future use, occupation, or control of the subject property as a landfill or similar use by, including but not limited to, King County, its lessees, invitees, agents, employees, licensees, or permittees. King County agrees and covenants that it shall indemnify and save harmless the State, its employees, officers, and agents from any and all liability, damage, expense, cause of action, suit, claim, judgment, or other economic effect, by any reason whatsoever caused, arising out of the use, occupation, and control of the property as a landfill or similar use, including but not limited to: (1) claims and actions against the State arising out of the direct or indirect activities of King County, its lessees, invitees, agents, employees, licensees, or permittees on the property; (2) adverse impacts to adjacent State lands; and (3) adverse impacts to adjacent private properties.

Dated this 2 day of June, 1992.

KING COUNTY

APPROVED AS TO FORM:

Tim Hill, King County Executive

Kathleen A. Killmer
Office of the Prosecuting Attorney

STATE OF WASHINGTON

County of KING

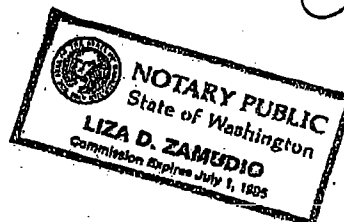
} ss

On this 2 day of June, 19 92, personally appeared before me James Sanchez, Director, Executive Office of King County, known to be the duly elected, qualified, and acting County Executive of King County, that executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said King County, Washington, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument, and that the seal affixed is the official seal of King County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year first above written.

Liza D. Zamudio
Notary Public in and for the State of
Washington, residing at Seattle
My appointment expires July 1, 1995

12\RECONVEY\02052191.QCD



Appendix A6: Unclassified Use Permit for Constructing Water Tank, 1992

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October 29, 1992
Ord92.50

Introduced by Audrey Gruger
Proposed No. 82-661

RECEIVED

10621
NOV 23 1992

ORDINANCE NO.

AN ORDINANCE concurring with the recommendation of the Zoning and Subdivision Examiner to approve, subject to conditions (modified), the application for an Unclassified Use Permit petitioned by the King County Solid Waste Division, designated Building and Land Development File No. L92UU001.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. This ordinance does hereby adopt and incorporate herein the findings and conclusions contained in the report of the zoning and subdivision examiner dated October 14, 1992, which was filed with the clerk of the council on October 29, 1992, to approve, subject to conditions (modified), application for an unclassified use permit, petition by the King County Solid Waste Division, designated by the building and land development division file no. L92UU001 and the council does hereby adopt as its action the recommendation(s) contained in said report.

INTRODUCED AND READ for the first time this 2nd day of

September, 1992.

PASSED THIS 2nd DAY OF November, 1992.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Chair

Audrey Gruger

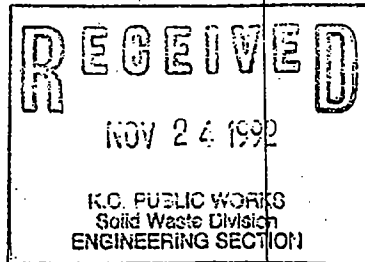
ATTEST:

Gerald G. Peterson
Clerk of the Council

RECEIVED

NOV 20 1992

RECORD CENTER



**PARKS, PLANNING AND RESOURCES DEPARTMENT
BUILDING AND LAND DEVELOPMENT DIVISION
PRELIMINARY REPORT TO THE ZONING AND SUBDIVISION EXAMINER
OCTOBER 8, 1992 - PUBLIC HEARING**

APPLICANT: KING COUNTY SOLID WASTE DIVISION **FILE NO. L92UU001**
PROPOSED ORDINANCE NO. 92-661

I. INTRODUCTION

A. GENERAL INFORMATION:

Owner: King County Solid Waste Division
400 Yesler Way, Room 600
Seattle, WA 98104

Location: South of S.E. 158th Street (if extended) and 220 feet west
of 227th Avenue Southeast. (Cedar Hills Landfill site)

Zoning: Forestry and Recreation (F-R)

STR: SE 21-23-6

Size: 920 acres

Comprehensive Plan Area: Rural

Community Planning Area: Tahoma/Raven Heights

Agencies Contacted:

Washington State Department of Fisheries
Washington State Department of Wildlife
Washington State Department of Transportation
Washington State Department of Ecology
Washington State Parks and Recreation

Water District No. 90
Fire Prevention District No. 10
Issaquah School District
METRO
King County Traffic and Planning Division
King County Public Health Department
King County Parks & Natural Resources Division
King County Planning & Community Development Division
King County Environmental Division

B. SUMMARY OF ACTION:

Pursuant to King County Code (KCC) 21.44.020 (I), 21.46.050, and 21.60.020, this is a request for an Unclassified Use Permit (UUP) to construct a 1.73 million gallon water storage tank at the Cedar Hills Landfill site. The reservoir is considered an accessory use to the landfill providing non-potable water for it's operational needs as well as providing non-potable water for necessary fire flow to the adjacent Cedar Hills Alcohol Treatment Center.

The proposed location of the reservoir is in the central portion of the landfill property east of the East Hill disposal area. The reservoir will be located approximately 950 feet from the east property line, within a "buffer area" established under a 1960 special permit (File No. A-560) which initially authorized the Cedar Hills landfill operation. The proposed reservoir will be a steel tank, 82 feet in height with a 60-foot diameter. (See Attachment 1.)

II. ISSUE ANALYSIS

This analysis is based upon the responses of agencies with jurisdiction and other reviewing public agencies; citizen and community organizations; information provided by the applicant; and staff research.

A. HISTORY/BACKGROUND

1. The Cedar Hills Landfill property has been used as a refuse disposal site since the early 1960's. On September 12, 1960, the Board of County Commissioners granted a "special permit" (File No. A-560) to operate a sanitary land fill (refuse disposal) pursuant to the King County Zoning Code (Resolution No. 18801) in effect at that time. This "special permit" was approved subject to the following conditions:

1. A 1,000 foot buffer strip surrounding the entire site will be left in its natural state for the protection of the surrounding properties. There will be no sanitary operations in this strip other than access.
2. Access will be from Cedar Grove Road over a new right-of-way entering the property from approximately the southeast corner.
3. The operation is to be a true sanitary fill. Not an open garbage dump.
4. There will be no burning of garbage.

2. On February 28, 1966, the Board of King County Commissioners granted a "special permit" (File No. ZA 66-1) to establish an alcoholic treatment center adjacent to the Cedar Hills Landfill site and within the 1,000 foot buffer. In 1975, a conditional use permit (File No. 75-36-C) was granted by the King County Zoning Adjustor to allow additions to the treatment center.

3. The Forestry and Recreation (F-R) zone designation on the subject property was established in 1984 by the Tahoma/Raven Heights Area Zoning. Prior to 1984, the property was zoned General (G). (See Zoning Map - Attachment No. 2)

4. On July 20, 1992, King County Department of Public Works, Solid Waste Division, acting as lead agency for this proposal, issued a determination of non-significance pursuant to the State Environmental Policy Act (SEPA) indicating that an Environmental Impact Statement (EIS) is not required for this proposal. No appeal of that determination has been made. (See Attachment No. 3.)

5. The current King County Zoning Code no longer utilizes the term "special permit." Zoning approvals for refuse disposal sites are now processed through the Unclassified Use Permit (UUP) process under King County Code 21.44. BALD has determined that this proposal to construct the subject reservoir should be

reviewed through a request for a UUP, as a means to essentially modify the original "special permit".

6. The applicant stated that a 1989 water study indicated that the King County fire protection regulations require 360,000 gallons of water storage for fire protection at the alcohol treatment center. Only 130,000 gallons of storage is currently available to serve this facility.

7. The applicant stated that they investigated locating the reservoir slightly to the west, outside of the 1,000 foot buffer area. However, soils in this area consisted of refuse buried to the edge of the buffer with unsuitable soils beneath the refuse to support construction of the proposed reservoir.

B. THE PURPOSE OF THE UNCLASSIFIED USES CHAPTER AND RELATED KING COUNTY CODES

1. **KCC 21.44.010 Purpose.** All of the following uses described in this chapter, and all matters directly related thereto, are declared to be uses possessing characteristics of such unique and special form as to make impractical their being included automatically in any classes of use as set forth in the various classifications herein defined, and the authority for the location and operation thereof shall be subject to review and the issuance of a use permit. The purpose of the review shall be to determine that the characteristics of any such use shall not be unreasonably incompatible with the type of uses permitted in the surrounding areas and for the further purpose of stipulating such conditions as may reasonably assure that the basic purpose of this title shall be served. Factors to be considered are as set forth in Section 21.46.050.

2. **KCC 21.44.020 Unclassified use permits required.** Unless otherwise provided in this title, the following uses may locate only after the issuance of an unclassified use permit processed as provided in Chapter 21.60:

...I. Refuse disposal sites, provided sanitary fill method is used.

C. NEIGHBORHOOD CHARACTERISTICS

The site is developed with a regional landfill. The Cedar Hills Alcohol Treatment Center is located to the east of the landfill in the 1000 foot buffer zone. Both the landfill and treatment center are accessed from 228th Avenue S.E. Other nearby uses include single-family residences, agriculture and pasture land, an airport and a gravel pit.

The applicant stated that they conducted a sightline analysis using balloons which showed that the reservoir would be barely visible from the east through the existing trees. The reservoir would be concealed from view from the west by the topographical changes on the landfill site; concealed from the south by existing trees; and, only visible from the north on the south side of Squak Mountain, which is 1.5 miles away.

The applicant stated that they intend to paint the steel tank in a neutral color to blend into the surroundings. The applicant has met with the Cedar Hills Citizen Review Board regarding this project and will consult with this board prior to final color selection.

D. PHYSICAL LAND CHARACTERISTICS

1. **Soils:** The site contains gravelly sandy loam topsoil, Vashon Till (nonsorted mixture of clay, silt, sand and gravel) and advanced outwash sand and gravel. The 1973 U.S. Department of Agriculture Soil Survey maps indicate soils consists of Alderwood gravelly sandy loam, 6 to 15 percent slopes (AgC). Runoff from this soil type is slow to medium, and the hazard of erosion is moderate.
2. **Topography:** The immediate area is characterized as "rolling" with slopes as steep as 33 percent in some areas. However, the project site where the reservoir would be located is basically flat.
3. **Drainage:** The site is located within the Issaquah Creek Drainage Basin. King County development requirements governing drainage, as set forth in KCC 9.04 and related 1990 King County Surface Water Design Manual, will be applied to this proposal through the commercial building permit.
4. **Wildlife:** The SEPA review of this proposal, conducted by the King County Solid Waste Division, did not indicate the on-site presence of threatened or endangered wildlife species, as protected under the Revised Code of Washington Chapter 77.12.
5. **Vegetation:** Existing vegetation in the vicinity of the project site includes a mixture of evergreen and deciduous trees and shrubs, and grasses. There is a stand of existing mature trees to the south and east of the proposed reservoir which will not be disturbed by the construction of this project. This stand of trees is within the 1,000 foot buffer of the landfill site.

F. TRANSPORTATION

The reservoir site will be accessed via existing roads serving the landfill site. Access to the site is provided from 228th Street S.E., which is only accessible from Cedar Grove Road. Only occasional maintenance vehicles will visit the site. Traffic impacts from this proposal would be negligible.

G. KING COUNTY COMPREHENSIVE PLAN POLICIES

The subject property is designated "Rural" in the 1985 Comprehensive Plan. Applicable Comprehensive Plan policies are as follows:

R-220 Nonresidential uses in Rural Areas that are primarily residential should be limited to those that:

- a. Do not result in heavy traffic, noise, smoke or other adverse impacts; and
- b. Do not require public services beyond those appropriate in Rural Areas; and
- c. Provide convenient local services for nearby residents; or
- d. Require location in a Rural Area residential community (for example, some utility installations).

COMMENT: Although the subject vicinity contains a mixture of residential and non-residential uses, this proposal is consistent with Policy R-220. The proposal will not result in heavy traffic, noise, smoke or other significant adverse impacts and it will provide a necessary public service (fire flow) to an existing facility in the area.

F-101 Public facilities and services should be provided at levels necessary to support the growth and development planned for Urban, Transitional and Rural Areas. The facilities and services needed to support this growth and development are: transportation; sewage disposal; water; solid waste disposal; surface water management; police and fire protection; schools and libraries; parks and open space; and facilities for social and health services.

F-106 Individual developments should provide all on-site improvements needed to meet adopted service standards for roads, sewage disposal, water supply, surface water management, fire flow, public transit, neighborhood parks, and open space.

Comment: The purpose of this proposal is to provide the required non-potable water storage capacity to meet the needs of the existing alcohol treatment center and the Cedar Hills landfill. Therefore, this proposal is consistent with Policies F-101 and F-106. Other Comprehensive Plan policies for utility installations (e.g. F-102, F-103, F-104; F-105 and F-107) relate to providing service to new developments or areas, therefore, they are not applicable to this proposal.

H. TAHOMA/RAVEN HEIGHTS PLAN AND AREA ZONING

The subject site is designated "Community Facility" by the 1984 Tahoma/Raven Heights (T/RH) Communities Plan and is zoned F-R (Forestry-Recreation). The 1984 T/RH Plan originally excluded the landfill site from the public water service area delineated on page 69 of said plan. However, in 1989, in response to a potential public health hazard regarding the potable water system within the landfill and adjacent alcohol treatment center, the King County Council passed Ordinance 9195 which amended the T/RH Plan to include the landfill site within the public water service area of the plan.

T/RH Policy #51 states as follows:

"Water district/municipal service areas should be designated in those portions of the planning area identified as urban/suburban or growth reserve. All other areas should be designated for service by community or private systems."

COMMENT: King County's Planning Division has reviewed this UUP application and finds this proposal consistent with the T/RH Plan if conditioned as stated below. (See Planning Division's August 20, 1992 memorandum (Attachment No. 4):

"If water service of any sort is necessary at the Cedar Hills Landfill and the King County Alcoholism Treatment Center to meet Seattle-King County Health Department regulations or fire codes, Water District 90 should operate all facilities via a management agreement, and service should be limited to these two facilities. The proposed UUP should be conditioned accordingly, and the Agreement for Collection to and Service From the Water Distribution System of King County Water District #90 should be

modified to indicate Water District #90 will own and operate the facilities, but shall not annex the area served."

III. CONCLUSIONS AND RECOMMENDATIONS

A. CONCLUSIONS

1. Pursuant to SEPA, the Solid Waste Division, as lead agency, has generated sufficient environmental documentation so as to provide Building and Land Development Division (BALD) with adequate information upon which to make a recommendation regarding the requested UUP.
2. The proposed location of the reservoir will not have a negative impact to surrounding properties. View and/or aesthetic impacts from adjacent properties will be minimal.
3. Prior King County land use actions have allowed the alcohol treatment center within the originally established 1,000 foot buffer on the landfill site. The proposed reservoir will slightly encroach into this buffer, but will not remove any existing substantial vegetation. Approval of this proposal will not degrade the integrity of the existing buffer area.
4. As a result of this review, B.A.L.D. has determined that this proposal is consistent with the spirit and intent of the King County Comprehensive Plan, Tahoma/Raven Heights Community Plan and Area Zoning, and the King County Zoning Code.
5. The issue of whether or not the landfill site, including the alcohol treatment center site, should be annexed into Water District #90 is not the subject of this UUP. The procedure for annexation requires an amendment to the Water District's Comprehensive Plan which also requires King County Council approval. The Solid Waste Division and Water District #90 have signed an "agreement for connection to and service from the water distribution system of King County Water District #90. (See Attachment No. 5.) This agreement recognizes that Water District #90 will provide water service only to the landfill and alcohol treatment center and that the Solid Waste Division will initiate a petition for annexation into the boundaries of the Water District. The King County Community Planning Division has recommended against such annexation. The need for additional water storage to serve the alcohol treatment center is paramount and the decision to approve the proposed reservoir should not be made contingent upon annexation of the subject property into Water District #90's boundaries.
6. The proposed project, subject to the conditions listed below, will not be unreasonably incompatible with, nor detrimental to, the surrounding area.

B. RECOMMENDATIONS

APPROVE the requested unclassified use permit for the Cedar Hills Reservoir, as described in the proponent's application and site plans received June 17, 1992, as reviewed and approved by BALD, subject to the following conditions:

1. The applicant shall submit a site plan to BALD for approval prior to the issuance of a building permit. The site shall be developed in a manner consistent with this UUP approval.

2. All disturbed areas adjacent to the reservoir, except those areas used for access, shall be re-planted with grasses or other ground cover which will control erosion. The re-planting shall be done immediately after the reservoir is constructed.
3. The reservoir will only provide non-potable water storage to serve the adjacent alcoholic treatment center and the landfill as described in this application. Any future conversion of this reservoir to a potable water system shall require an amendment to this Unclassified Use Permit.

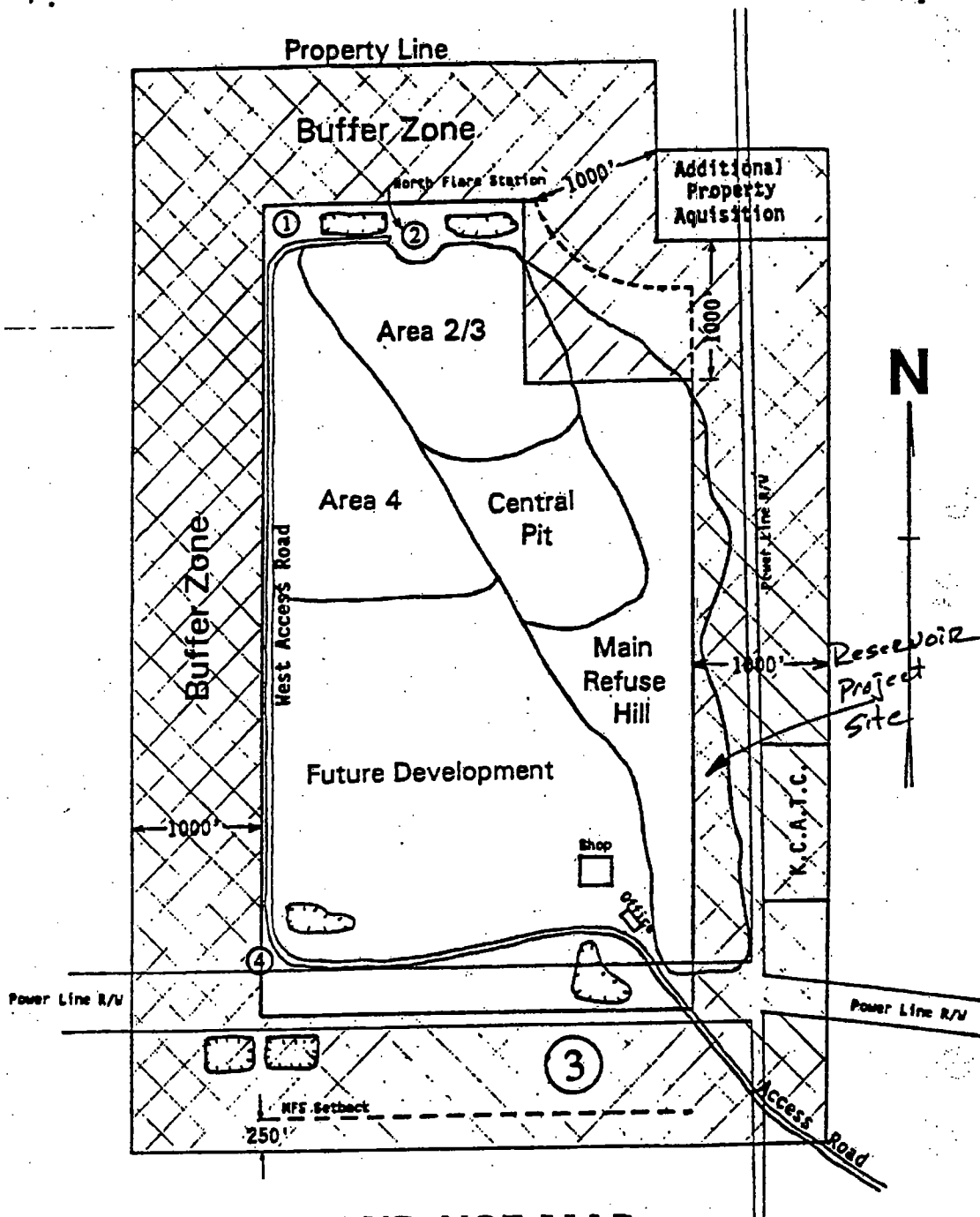
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Attachments

Date of Staff Report Transmittal: September 24, 1992.

Transmitted to the parties listed hereafter:

- King County Zoning and Subdivision Examiner
- Paul Reitenbach, Chief, Community Planning Section
- Larry Wanzer
- Hugh T. MacDonald
- Linda L. Steckler
- Phyllis M. Askren
- Mary Ellen Zogg
- Noboriti; Honsha Co., Ltd.
- T. Michael Minkewitz

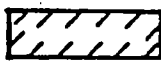


LAND USE MAP **CEDAR HILLS REGIONAL LANDFILL**

APPLICANT: KING COUNTY SOLID WASTE

REQUEST: An Unclassified Use Permit for the construction of a reservoir (water storage) at the Cedar Hills Landfill

STR: SE 21-23-6



Proposed
Reclassification



F-R

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G-5

UNCLASSIFIED USE PERMIT



21 22
28 27

G-5

F-R

MAC 197-11-970 DETERMINATION OF NON-SIGNIFICANCE

DETERMINATION OF NON-SIGNIFICANCE

DESCRIPTION OF PROPOSAL: Proposal is to modify land use permit and to construct 1.73 million gallon reservoir to provide non-potable water for fire flow and operational needs to the Cedar Hills Alcohol Treatment Center and the Cedar Hills Landfill.

PROPOSER: King County Department of Public Works, Solid Waste Division.

LOCATION OF PROPOSAL: Cedar Hills Landfill, 16645 228th Avenue Southeast, Maple Valley, Washington 98038

LEAD AGENCY: King County Department of Public Works, Solid Waste Division

The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030 (2) (c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public on request.

This DNS is issued under 197-11-340 (2); the lead agency will not act on the proposal for fifteen (15) days from the date below. Comments must be submitted by August 6, 1992.

RESPONSIBLE OFFICIAL: Rodney G. Hansen, Ph.D., P.E.

POSITION: Manager of the Solid Waste Division of the King County Department of Public Works

PHONE: (206) 296-4385

ADDRESS: Room 600 Yesler Building
400 Yesler Way
Seattle, WA 98104-2637

DATE: July 20, 1992

SIGNATURE: Rodney G. Hansen cjs



King County
Planning and Community
Development Division
Parks, Planning and
Resources Department
707 Smith Tower Building
506 Second Avenue
Seattle, Washington 98104
(206) 296-8650

RECEIVED

92 AUG 21 PM 2:17

BLDG & LAND
DEVELOPMENT

August 20, 1992

TO: Greg Kipp, Manager, Building and Land Development Division

FM: Paul Reitenbach, Chief, Community Planning Section

RE: BALD File No. L92UU001, Cedar Hills Water Tank

I understand the proposed water tank is to provide non-potable water to the Cedar Hills Landfill and King County Alcoholism Treatment Center for required fire flow only. The site is designated Community Facility by the 1984 Tahoma/Raven Heights (T/RH) Communities Plan and is zoned FR (Forestry-Recreation). The King County Comprehensive Plan designation is Rural.

The site is outside of the water service area delineated in the T/RH Plan on page 69 and through policy T/RH #51.

T/RH #51 Water district/municipal service areas should be designated in those portions of the planning area identified as urban/suburban or growth reserve. All other areas should be designated for service by community or private systems.

I have enclosed two King County ordinances pertinent to this proposal. In the fall of 1989, King County disapproved an amendment to Water District 90 (Ordinance No. 9152), which proposed service to this same site, because the area is outside the T/RH water service area. Ordinance No. 9228 excluded this same area from annexation to Water District #90 for the same reason.

If water service of any sort is necessary at the Cedar Hills Landfill and the King County Alcoholism Treatment Center to meet Seattle-King County Health Department regulations or fire codes, Water District 90 should operate all facilities via a management agreement, and service should be limited to these two facilities. The proposed UUP should be conditioned accordingly, and the Agreement for Correction to and Service From the Water Distribution System of King County Water District #90 should be modified to indicate Water District #90 will own and operate the facilities, but shall not annex the area served.



"Managing Change to Build Better Communities"

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Greg Kipp
August 20, 1992
Page 2

If you have further questions, please contact Lori Grant, Community Planner, at 296-8615.

PR:L6:tk
BALD2/L92uu001

cc: Bill Lasby, Environmental Health Specialist
Jim Reid, Manager, Planning and Community Development Division
ATTN: Ray Moser, Acting Chief, Regional Policy and Programs
Section
Lori Grant, Community Planner

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EXHIBIT 18

ORDINANCE NO. **9152**

AN ORDINANCE disapproving an amendment to
Water District No. 90 (annexation 89-1).

PREAMBLE:

On April 4, 1989, the Board of Commissioners of King County Water District No. 90 adopted Resolution No. 537, adopting an environmental impact statement as to the annexation of a certain area known as Annexation 89-1.

On April 24, 1989, the District made a determination of non-significance for the proposed amendment connected with the annexation.

On July 18, 1989, the Utilities Technical Review Committee considered the proposed amendment and recommended disapproval.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

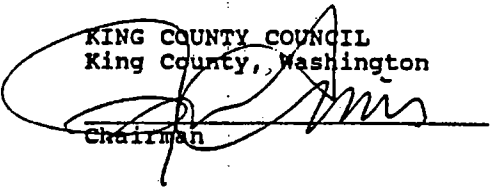
SECTION 1. The Water District No. 90 Comprehensive Water Plan Amendment is hereby disapproved. The area addressed in proposed Annexation 89-1 is designated Rural in the King County Comprehensive Plan and, as such, is not eligible to receive water service from a utility district. Furthermore, the Tahoma/Raven Heights Communities Plan prohibits areas located therein from receiving water service from water districts or municipalities.

INTRODUCED and READ for the first time this 8th day of

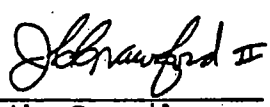
September, 1989.

PASSED this 25th day of September, 1989.

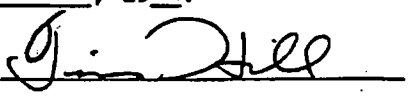
KING COUNTY COUNCIL
King County, Washington


Chairman

ATTEST:


Clerk of the Council

APPROVED this 5 day of October, 1989.


King County Executive

July 20, 1989
hdm/0311H

RECEIVED

DEC 20 1989

King County
Water District No. 90

Introduced by: BRUCE LAING

Proposed No. 89-528

ORDINANCE NO. **9228**

AN ORDINANCE relating to the annexation of an area known as 89-1 to King County Water District No. 90.

STATEMENT OF FACT:

1. A notice of intention proposing the annexation of an area known as 89-1 to King County Water District No. 90 was filed with the county council effective June 20, 1989.

2. King County Water District No. 90 has found the petition for annexation to be sufficient and has, by Resolution No. 538 concurred with the proposed annexation.

3. King County Water District No. 90 filed a Declaration of Non-significant Impact dated April 4, 1989, on the proposed annexation.

4. The county council held a public hearing on the 27th day of November, 19 89 and has considered the criteria set forth in R.C.W. 57.02.040.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The annexation by King County Water District No. 90 of the area known as 89-1 and described in Section 4 herein is approved for the area only which lies within the Newcastle Community Plan area. The portion lying within the Tahoma Raven Heights Community Plan area is denied because public water service is not allowed. This proposed revised annexation is consistent with R.C.W. 57.02.040 for the Newcastle Community Plan area as described in the attached King County Council Annexation Report on 89-1.

SECTION 2. King County Water District No. 90 is the appropriate entity to serve the area proposed to be annexed.

EXHIBIT D8

1 SECTION 3. Completion of this annexation does not constitute
2 county approval or disapproval of any other permits, certifica-
3 tions, or actions necessary to provide service to this annexation
4 area.

5 SECTION 4. The area known as B9-1 to be annexed is described
6 as follows:

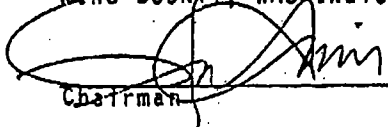
7 The North half of the Northeast quarter of Section 29,
8 Township 23 North, Range 6 East, W.M., King County, Washington

9 EXCEPT the Northeast 1/4 of the Northwest 1/4 of the Northwest
10 1/4 of the Northeast 1/4 of said Section.

11 INTRODUCED AND READ for the first time this 10th day
12 of July, 19 89.

13 PASSED this 27th day of November, 19 89.

14 KING COUNTY COUNCIL
15 KING COUNTY WASHINGTON

16 
17 Chairman

18 ATTEST:

19 
20 Clerk of the Council

21 APPROVED this 11th day of December, 19 89.

22 
23 King County Executive

AGREEMENT FOR CONNECTION TO AND SERVICE FROM THE
WATER DISTRIBUTION SYSTEM OF
KING COUNTY WATER DISTRICT #90

THIS AGREEMENT, made and entered into this 7 day of January, 1992 by and between KING COUNTY WATER DISTRICT NO. 90, a Washington municipal corporation, hereinafter referred to as "District" and KING COUNTY, hereinafter referred to as "King County"

W I T N E S S E T H:

WHEREAS, King County holds a leasehold from the Department of Natural Resources ("DNR") to approximately 920 acres of land within the franchise area for Water District No. 90, (hereinafter the "Site"); and

WHEREAS, the Site includes two primary uses, a landfill with associated activities, and the King county Alcoholism Treatment Center; and

WHEREAS, King County wishes to connect to the water distribution system of the District and to receive service therefrom; and

WHEREAS, the District is amendable to King County's proposal, provided fees and other improvements set forth hereinafter in this Agreement of the parties are paid, provided for under the project, and meet District's specifications; and

WHEREAS, the parties have completed substantial negotiations and discussions and now wish to formalize their relationship in this written Agreement;

NOW, THEREFORE, IT IS AGREED BY THE PARTIES AS FOLLOWS:

1. Location and Extension: The site which King County desires to serve from the District's system is legally described as set forth in Exhibit "A". The location of the extension of the District's main is as set forth on Exhibit "B". Exhibits "A" and "B" are attached hereto and incorporated herein by reference.

2. Improvements: King County has constructed approximately 2,450 lineal feet of 10" water main along and across the area shown on Exhibit "B" attached hereto. The District has agreed to reimburse King County for costs

AGREEMENT FOR CONNECTION
Page 1

necessary to upgrade the main from an 8" to 10" line. All other costs to construct and install this improvement are the sole responsibility of King County.

- A. King County agrees that the District shall design and cause to be installed a meter specially designed to prevent back flow of the water from this extension into the remainder of the District's system, together with all necessary appurtenances thereto, including but not limited to, pipes, valves, or other necessary appurtenances to connect King County's extension to the District's system. All such design, installation and construction shall be acceptable to the District's engineer and at the sole expense of King County. King County agrees to make prompt payment to the District upon presentation of any and all billings related to these improvements.

3. Connection Fee: The parties agree that King County shall pay a connection fee to the District in the sum of \$45,000.00 prior to commencement of service under this Agreement. The connection fee has been computed based upon residential equivalence, and consideration of the number of employees on the site. The parties agree that this method of calculation is reasonable and the resulting fee of \$45,000.00 represents an equitable contribution by King County to the overall cost of this system.

4. Monthly Service Rates: The monthly service rate for this area shall be calculated by using the District's established commercial rate as shall be determined from time to time. King County shall promptly remit the amounts which the District shall, at regular intervals, bill.

5. Easements: King County shall, at the time of execution of this Agreement, provide easements acceptable to the District over and across those areas shown on Exhibit "B" on King County's project site. King County agrees that easements shall be obtained by King County at its sole costs and expense and further, any and all easements including, but not limited to, relocation costs, shall be the responsibility of King County and King County hereby expressly agrees to pay all charges, present and future, and to hold the District harmless and indemnify the District from all such charges, present or future.

6. Bills of Sale: King County agrees that upon the completion of all improvements, it will execute a Bill of Sale, prepared by the District, for all improvements

contemplated, designed, installed, or constructed, pursuant to this Agreement. Said Bill of Sale will provide for the transfer of title to the improvements from King County to the District and shall, pursuant to the terms to be contained therein, warrant that the improvement is free and clear of any and all encumbrances and/or claims by other parties; that all work has been completed pursuant to the District's plans and specifications; that there has been no damage to any of the District's existing facilities; all pressure tests and quality tests have been performed and approved; and all necessary maintenance bonds, as-built drawings, and easements have been delivered to the District.

7. Maintenance: The parties recognize the sensitive nature of the soil upon King County's site and the desire of both parties to protect the environment and the purity of the water supply. The parties recognize that the ownership and control of this line will at all times be in the District, but that King County may be best suited to perform maintenance and repairs subject to the District's approval. The parties agree to enter into a contract for the water line as shown on Exhibit "B" to be performed by King County subject to the approval of the District and the District's Engineer. The District shall reimburse King County for all costs and expenses reasonable related to the maintenance performed, provided, that King County shall be responsible for all maintenance made necessary by the existing conditions or misuse, negligence or abuse of the improvements by King County. PROVIDED FURTHER, that in all circumstances deemed by the District, in the District's sole discretion, to require immediate action to protect or repair the system if King County has not commenced repairs after such reasonable notice as the circumstances will permit, the District may accomplish the necessary repairs or maintenance without prejudice to the District's right to recover as from King County, all costs or damages as appropriate to the circumstances, and King County agrees to hold harmless and indemnify the District from all actions or causes of action or claims of any type or nature whatsoever, arising out of the District's response, and not the result of the District's sole negligence.

8. Annexation: King County agrees to use its best efforts in good faith to initiate and gain approval of a Petition for Annexation of the area shown on Exhibit "A" attached hereto, into the boundaries of King County Water District #90. Until such time as the annexation is accomplished, all water service under this Agreement shall be considered temporary, and during such period of temporary service, all monthly service charges shall be increased by a

surcharge in the amount of 15% of the total monthly billings. When a permanent water service agreement is executed, the 15% surcharge will be deleted. The District agrees to use its best efforts to execute a permanent water service agreement within sixty (60) days after annexation approval.

9. Warranty of King County: Acceptance by the District's Board of Commissioners shall cause the improvements to be subject to the control, use and operation of the District, which may apply thereto, all regulations and conditions of service, and such charges therefore, as the Board of Commissioners of said District deem reasonable and proper. King County further warrants that for a period of one (1) year from the date of the Bill of Sale, that the water system shall remain in acceptable working order and condition, except where abused or neglected by the District, and King County will repair or replace, at its own expense, any work or material that may prove to be defective during said one year warranty period.

10. Duration of Service Agreement: The initial term of this Agreement for Service shall be six (6) months from the date of its execution, subject to extensions of like periods of time if King County demonstrates its best efforts and good faith in achieving annexation as set forth in this Agreement. Upon annexation of the area shown on Exhibit "A" into the District's boundaries, King County is entitled to apply for permanent service; which permission shall not be unreasonably withheld by the District.

11. Administrative, Engineering and Legal Costs:

A. Engineering Fees: King County shall pay the reasonable costs of any engineering service the District may incur herein as invoiced monthly;

B. Legal Fees: King County shall pay the reasonable legal fees and costs incurred by the District pertaining to the project to include, but not be limited to, the cost of drafting instruments, contracts, and negotiating claims as invoiced monthly.

C. District Expenses and Added Fees: King County agrees to pay the District for all costs incurred by the District for inspection and employee costs directly attributable to the project as invoiced monthly.

12. Agency Approvals and Permits: King County shall obtain the necessary agency approvals for construction of

all improvements and all governmental permits that are required shall be the sole responsibility of King County.

13. Effect of Agreement: This Agreement is temporary as provided in paragraph #10 hereinabove. Any permanent agreement which may hereinafter be entered into shall provide that it is a covenant running with the land and shall be binding upon and inure to the benefit of the parties, their successors, assigns and legal representatives.

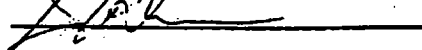
14. Attorney's Fees: If either party is required to retain an attorney to bring suit or seek arbitration to enforce any provision of this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees and costs, regardless of whether the matter proceeds to judgment or is resolved by the defaulting party curing the default and/or defaults.

15. Entire Agreement: This Agreement constitutes the entire agreement of the parties. There are no verbal or other agreements which modify or effect this Agreement. All subsequent modifications or waivers of any condition of this Agreement shall be in writing and signed by the appropriate parties.

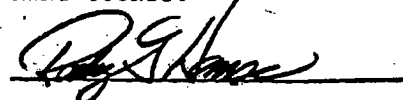
IN WITNESS WHEREOF, the parties hereto have executed the within Agreement, the day and year first above written.

KING COUNTY WATER DISTRICT
NO. 90





KING COUNTY:



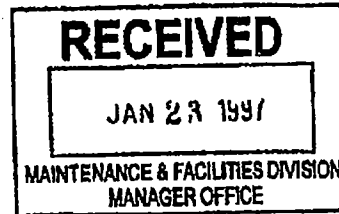
**Appendix A7: Interdepartmental Agreement Regarding Expanded Use of
Greenhouse Facilities at the Cedar Hills Alcohol and Drug
Treatment Facility, 1997.**

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King County
Division of Capital Planning
and Development
Department of Construction
and Facility Management
King County Administration Building
500 Fourth Avenue, Room 320
Seattle, WA 98104
(206) 296-0648
(206) 296-0186 FAX
(206) 296-0100 TDD
January 9, 1997

GROWERS



Craig Larson, Director
Department of Parks and Recreation

Dear Mr. Larson,

I am transmitting to you three signed copies of the interdepartmental agreement between the Department of Construction and Facility Maintenance, the Department of Parks and Recreation and the Division of Alcoholism and Substance Abuse Services (DASAS) regarding the expanded use of greenhouse facilities at the Cedar Hills Alcohol and Drug Treatment Facility.

Since 1995, the Division of Capital Planning and Development (DCPD) has been working cooperatively with DASAS on the development of a plant propagation program at the Cedar Hills Facility. This program currently utilizes a DASAS supervisor and 5 to 8 patients from the Cedar Hills Facility. Program management has been provided cooperatively from DASAS and DCPD. The plant propagation program provides therapeutic work experience for DASAS patients. The county also gains an added benefit by obtaining a reliable source of quality and inexpensive plant material. More than \$100,000 in plant material has already been produced by our plant propagation program. For the past year, this material has been used by county work release crews supervised by DCPD employees on landscape enhancement projects throughout the county. These improvements would not have been possible without this program due to the excessive cost of standard project approaches.

During 1997, DCPD is planning to expand the existing propagation program at Cedar Hills to include production of native plants and other material used by various county departments.

Last fall, Parks and Recreation staff expressed an interest in expanding the use of the Cedar Hills greenhouse facilities in order to provide a source of plant material for park maintenance projects. This expansion will utilize developmentally disabled employees of the Parks Department and their supervisors for propagation of the parks plant material at Cedar Hills. This valuable program expansion can be accommodated through careful planning between DCPD and Parks and Recreation.



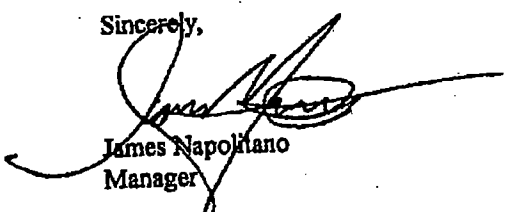
Craig Larson
January 9, 1997
Page 2

The attached interdepartmental agreement expresses a general intent of cooperation between DCPD, Parks and DASAS. It also requires the development of an annual work program that will guide management of this facility. This work program is needed in order to ensure successful coordination between our departments and to avoid negative impacts on our existing propagation program.

I am signing the general agreement with the understanding that your department will not initiate its work at the Cedar Hills facility until the work program is approved by both our departments. My staff will make completion of this work program a high priority in an effort to finalize it by January 24th.

I look forward to working with you on this exciting project during 1997.

Sincerely,



James Napolitano
Manager

cc: Bobbi Wallace, Manager, Maintenance and Facilities Division
Nick Masla, Capital Planning Coordinator

**INTERDEPARTMENTAL AGREEMENT FOR
JOINT DEVELOPMENT AND COOPERATIVE USE
CEDAR HILLS ALCOHOL & DRUG TREATMENT FACILITY**

This agreement is made by and between Alcoholism and Substance Abuse Services Division, Cedar Hill Alcohol & Drug Treatment Facility (hereinafter "Cedar Hills"), Department of Construction and Facility Maintenance (hereinafter "DCFM") and Department of Parks and Cultural Resources, (hereinafter "Parks").

RECITALS:

1. Cedar Hills has custodianship of certain real property known as Cedar Hills Alcohol & Drug Treatment Facility, which includes two greenhouses and recreational field facilities.
2. Parks and DCFM wish to upgrade and operate the greenhouses to provide vegetation resources for County facilities and construction projects.
3. Cedar Hills wishes to upgrade the existing recreational field facilities for use by Cedar Hills staff and residents.

MISSION STATEMENT

The collaborative venture between Cedar Hills, DCFM, Parks and other county and corporate partners to provide mutual benefits to participating King County agencies and the taxpayers to maximize the use and production of the County's Cedar Hills greenhouse facilities. It is not the intent of this agreement that the greenhouse products be made available to the public by other than a surplus sales procedure.

The Cedar Hills Greenhouse production unit will strive to propagate, grow and provide plant materials for use at King County facilities through the efficient, therapeutic employment and training of patients, special and work-release populations to further the goals of each agency.

SCOPE STATEMENTS

The agreement shall include an annual scope statement as coordinated with Cedar Hills to become an attachment to this agreement. The scope statement/work plan shall address budget, improvements, production goals, target clients/projects, staffing, etc. The scope statement shall take into consideration the proposed scope statements developed by other parties in an effort to maximize without overburdening resources, facilities, production and staffing.

OPERATIONS AND MAINTENANCE

An agreement oversight committee shall be established by Department Directors (or designee) of Cedar Hills, DCFM and Parks. Each Director (or designee) shall establish an annual budget and meet with other Director's as needed to settle any unresolved issues or disputes. The Director's shall establish a Greenhouse Committee with the role to set and oversee all day-to-day operational and maintenance goals, issues, policies and procedures, with final approval by the Directors. Future County partners, community and/or corporate sponsors will be

encouraged to participate Greenhouse Committee by providing resources, materials or in-kind services.

All participating partners will coordinate a schedule of daily use of the greenhouses with the approval of the Greenhouse Committee. Greenhouse Committee production meetings shall take place on a monthly basis, as special requirements for use develop, but not less than a quarterly basis.

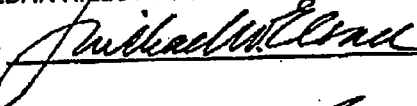
DCFM and Parks must obtain written approval from Cedar Hills prior to making any alterations or improvements to the greenhouses except in an emergency situation where the public's health and safety are jeopardized.

All parties, partners and sponsors agree to a "Zero Tolerance" for alcohol and drug use on Cedar Hills property. It will be the responsibility of the (partner and/or sponsor) program coordinator to determine if employees, staff, volunteers and/or workers who are working at Cedar Hills are using any prescription drugs. If so, the use of such prescription drugs will be evaluated on a case by case basis by Cedar Hills staff, to determine what access or procedures will be applied to such employees, staff, volunteers and/or workers.

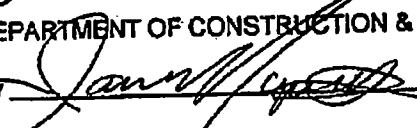
The term of this agreement shall be for a period of 15 years from the date of execution of this agreement. One year prior to the end of the term the parties will discuss the extension of this agreement.

The real and personal property comprising those portions of the facility located on Cedar Hills property shall be the custodial responsibility of Cedar Hills, subject to use by DCFM, Parks and future parties to the agreement, as provided herein. Cedar Hills retains the right to make rules, regulations and requirements relating to the management and/or alterations of any and all of the premises occupied by and/or used by the parties to the agreement.

CEDAR HILLS ALCOHOL & DRUG TREATMENT FACILITY

By 

DEPARTMENT OF CONSTRUCTION & FACILITIES MANAGEMENT

By 

DEPARTMENT OF PARKS & CULTURAL RESOURCES

By 

Attachments:

Exhibit A - Site map Cedar Hills facilities

Exhibit B - Parks Scope statement

Exhibit C - DCFM Scope statement

Exhibit D - Greenhouse Committee By-laws

TO BE COMBINED