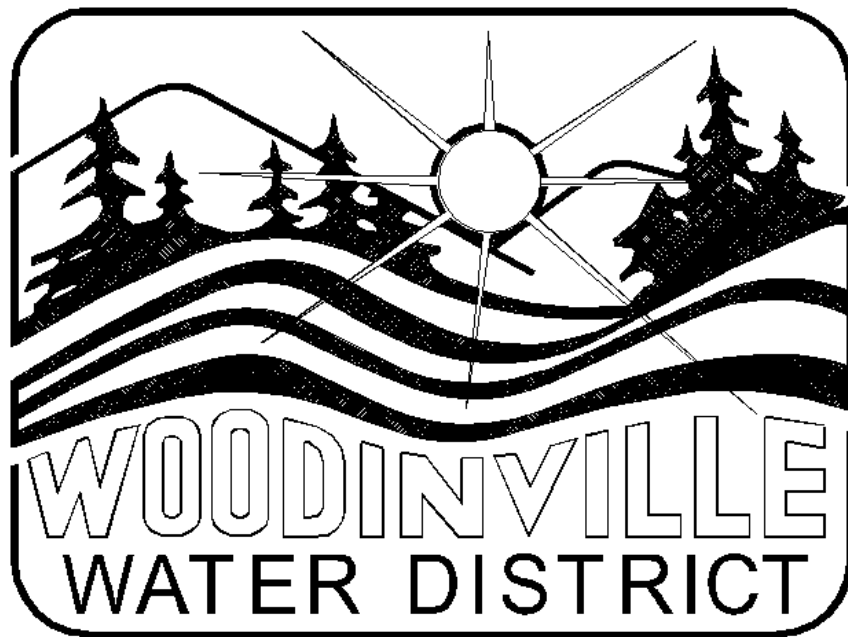


# Woodinville Water District

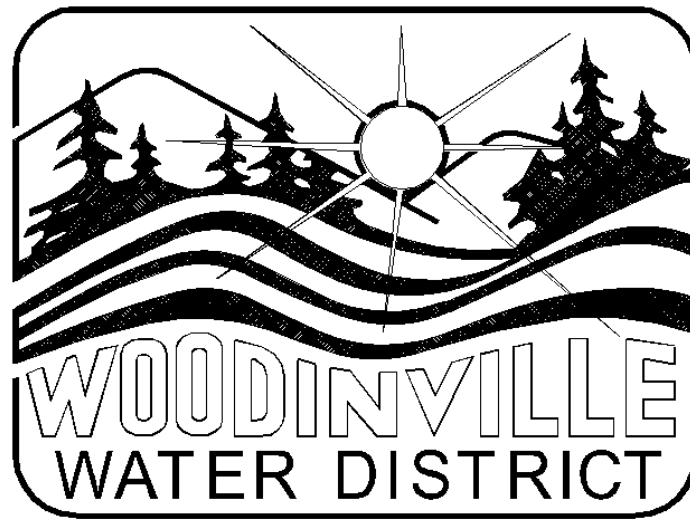
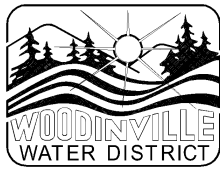
## 2022 General Sewer Plan Update



**Final Version**  
**For DOE Approval**







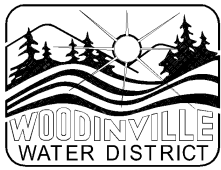
**Woodinville Water District**  
**GENERAL SEWER PLAN**

May 2023

**Board of Commissioners**

Chuck Clarke  
Aleksandra Kachakov  
Pamela J. Maloney  
Tim Schriever  
Karen Steeb

**General Manager**  
Patrick Sorensen



## Plan Certification

### 1. Preparation

This Plan was prepared under the supervision of a Registered Professional Engineer licensed in the State of Washington.



Evan Henke, P.E.  
David Evans and Associates, Inc.  
14432 SE Eastgate Way, Suite 400  
Bellevue, WA 98007

D: 425.586.9750



5/26/23

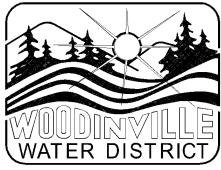
### 2. Adoption

This Plan has been reviewed and adopted by the Commissioners and Manager of the Woodinville Water District.

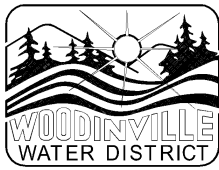
Resolution No.: \_\_\_\_\_

Dated: \_\_\_\_\_

Final Adoption pending DOE  
approval.



[insert resolution]



## EXECUTIVE SUMMARY

The following is a summary of the *General Sewer Plan*, presenting the principal findings and recommendations of this report. Readers should note that the 2022 General Sewer Plan (Plan) presents historical information and trends, and then builds on that basis to project anticipated needs for the future. Trends, assumptions, regulations and even construction techniques will change over time and may effect some of the recommendations and conclusions discussed in the Plan. The Plan is intended to serve as a basis which is periodically reviewed, adjusted and amended as new information becomes available. The District is implementing an Asset Management program which could identify additional repair/replacement and change the priorities of identified projects.

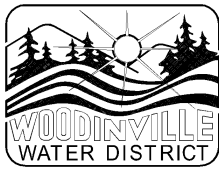
### KEY ISSUES OVERVIEW

**CBD-CIC [Policy, Rates, CIP]** - High density redevelopment within the downtown City of Woodinville Central Business District is projected to exceed the capacity of the existing sewer collection mains. Upsizing the existing sewer mains forms the majority of the Capital Improvements Plan (CIP). The District has a standing policy that development should bare the cost of the development's impact to the sewer system. However, the District recognizes that the District is responsible for replacing many of the existing aging mains. In order to accommodate development and protect the interests of the existing ratepayers, the District adopted the Central Business District – Capacity Increase Charge (CBD-CIC) in early 2022.

The CBD-CIC assesses the development project a fee based on the additional capacity required to serve the development. The fee covers the portion of the cost to upsize the main and will be added to the rate based funds for replacing the existing capacity. The District will be responsible for directing the construction. This policy only applies to replacement of existing mains, Development will remain responsible for constructing new mains (extensions). The District will need to monitor near term projects to ensure development based funding portion and rate based funding portion are adequate to allow the construction to proceed.

**Asset Management and Seismic Resiliency [Policy, Rates, CIP]** - The District is implementing a GIS based management system and will be performing a study to evaluate seismic risk and potential changes to the construction standards. Both elements are likely to identify additional construction projects and may change the extent and prioritization of existing CIP projects.

**Rates** – Ratepayers see two charges for sewer service; collection charges administered by the District and treatment charges administered by King County Water Treatment Division (KCWTD). District rates are expected to increase in



proportion to inflation. KCWTD has released preliminary information that their rates will see significant increases in the coming years. The District's rates are sufficient (with periodic inflation increases) to fund the planned operations and CIP.

**Sanitary Service Area revisions** – The District's current Sanitary Service Area (SSA) includes several areas along the western District boundary where sewer service is actually being provided by adjacent sewer providers (Northshore Utility District, City of Bothell) through inter-local agreements. This came about as a result of court cases and in response to the topography. This Plan restates the SSA to clarify which areas remain the responsibility of the District and which areas will remain being serviced by other providers.

## **BACKGROUND (Chapter 1)**

The subject of this plan is the public wastewater collection system, operated and maintained by the Woodinville Water District (WWD)(District). The District is a municipal corporation in the form of a special purpose district, subject to RCW 57. The District provides public water and sewer service to incorporated and unincorporated land area in northern King County. The incorporated area includes all of the City of Woodinville and small areas of the cities of Bothell and Kirkland. The unincorporated area includes the City of Woodinville Urban Growth Area (UGA) and a northerly portion of the City of Redmond UGA.

WWD is bounded by Snohomish County to the north, Bothell to the west, Redmond to the south and unincorporated King County to the east.

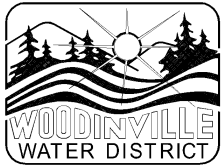
The District was formed in 1959 as Water District #104 and began providing sewage collection in 1973.

This plan has been prepared in the context of the following land use planning documents.

- Woodinville Water District – 2007, General Sewer Plan
- Woodinville Water District – 2019, Comprehensive Water System Plan
- City of Woodinville – 2015, Comprehensive Plan
- King County – 2016 (2020), Comprehensive Plan
- City of Bothell – 2018, Wastewater Comprehensive Plan
- City of Kirkland – 2018, General Sewer Plan
- Northshore Utility District – 2006, Wastewater System Plan
- Puget Sound Regional Council – Population and Growth

## **POLICY (Chapter 1)**

Preparation of this plan identified that significant pipe upsizing would be required to support zoning density increases by the City of Woodinville within their Central Business



District (CBD) redevelopment area. This led the District into developing and implementing a new Central Business District – Capacity Improvements Charge policy (CBD-CIC). The policy collects funds from developers at the time they apply for sewer service in, order to fund the capacity increase required to provide sewer service to the developer's project. Collected funds are proportionate to the development's impact to the existing collection system. The collected funds will be used to partially fund the Capital Improvement Projects located within the CBD area. The remaining funds required will come from District sources and are intended to represent the portion of project cost involved in replacing existing capacity.

### **FACILITIES (Chapter 2)**

The District owns, maintains, and operates approximately 290,000 feet of collection piping ranging from 6" to 21", 3 sewage pump stations and 3 sewer siphons. The District conveys all sewage to King County Wastewater Treatment Division, where it is routinely treated at the Brightwater Treatment Plant. Additionally, the District's Administrative and Maintenance facility (Office) serves both the water and sewer functions of the District.

### **SEWER SERVICE AREA (Chapter 3)**

This Plan revises (reduces) the sewer service area (SSA) to 4,498 acres within WWD's 18,958-acre corporate boundary, or approximately 23.7% (SSA: Corporate Area). The District originally showed 5,261 acres of SSA, however 763 acres of that area is being served by adjacent sewer providers through Interlocal Agreements.

The totals above do not include an additional 46 acres that are being served by WWD outside of WWD's SSA by Inter Local Agreement, located in the SW district.

### **POPULATION (Chapter 3)**

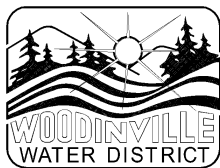
Of the 3,700 District sewer customers, there are approximately 3,100 residential accounts and 600 accounts designated as commercial, industrial, or municipal. The current served population is estimated to be 8,500 and continues to grow at 2% per year.

### **FLOW MONITORING (Chapter 4)**

In preparation of this plan sewer flow meters were installed for several dry and wet weather months in the District's 11 largest basins. In most basins evidence of excessive Inflow and Infiltration (I&I) was not found, and all basins were within or below typical I&I levels.

### **DESIGN CRITERIA (Chapter 4)**

The design criteria used in this comprehensive plan is based on *Criteria for Sewage Works Design* established by the State of Washington Department of Ecology, District historical design criteria, actual usage records and other accepted standards for wastewater system design and construction. For planning purposes, a value of 80



gallons per capita per day (population basis) and 180 gallons per day per Equivalent Residential Unit has been used throughout this plan.

### **EVALUATION (Chapter 5)**

A hydraulic model was assembled, calibrated, and used to analyze pipe capacity under future build-out conditions. The model identified approximately 12,400 lineal feet (LF) of pipe for potential replacement due to capacity shortfalls, which represents 3.7% of all pipe. Operations staff identified an additional 4400 lf of pipe for potential replacement due to condition concerns, which represents 1.5% of all pipe and brings the total 5.2% of the collection system. Seismic resiliency is introduced with the District planning a formal study for the fall of 2022.

### **CAPITAL IMPROVEMENT PLAN (Chapter 8)**

This *General Sewer Plan* update identifies projects that will be necessary to maintain existing service and expand the capacity of the in-place system to meet identified needs. The Plan also identifies the most likely routing and sizing of future system extensions and serves as guidance for development within the sanitary service area.

The Capital Improvement Plan has four components, based on the source of the project.

Pipe Condition	4400 lf of pipe and manholes	\$ 2,300,000
Service Area Reclaim	400 lf of pipe and manholes	\$ 200,000
Pipe Capacity	12,400 lf of pipe and manholes	\$ 6,500,000
District Internal Projects	Equipment, software, etc.	\$ 300,000
<b>Total CIP</b>		<b>\$ 9,300,000</b>

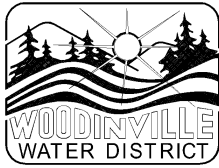
The CIP is not a static value. The value shown is based on current (2022) information. There are several factors that may affect the CIP in the coming years:

- Implementation of the Asset Management program may identify additional work required.
- The results of the planned Seismic Resiliency study may identify additional work required.
- Local municipalities may revise the allowable zoning.
- Other pertinent information may come to light.

As new information comes in it must be reviewed for impact and possible revision to the CIP.

### **CIP FUNDING (Chapter 9)**

The capacity-based portion of the CIP will be partially funded through an estimated \$ 2,800,000 in charges through the CBD-CIC policy. This reduces the total CIP cost thru



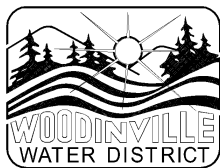
rate revenue to \$ 6,500,000 over a 10-year period. This amount is consistent with the current rate structure and budget forecasts.

## **RECOMMENDATIONS**

Based on the information presented in this report, it is recommended that Woodinville Water District:

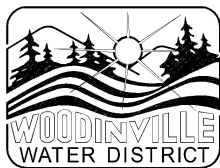
1. Adopt the *General Sewer Plan* for improvements as set forth herein.
2. Submit copies of this report to appropriate regulatory agencies for approval.
3. Review and update the sewer general facilities charge based on the adopted Capital Improvement Plan.
4. Begin scheduling the recommended wastewater collection system improvements, proportionate with growth trends.
5. Continually monitor new information (i.e., Asset management findings, population trends, seismic resiliency recommendations, etc) for potential revisions to Capital Improvement Plan.
6. Continue evaluation of the sewer collection system for excessive inflow and infiltration and implement reasonable measures to reduce such flows. Basin 3 showed the highest storm related flows.
7. Periodically review the Plan and update it to conform to actual growth patterns and population levels and to remain consistent with land use designations in the sewer service area.



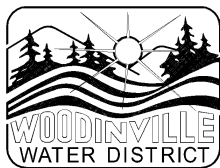


# Woodinville Water District General Sewer Plan

	<b>Page</b>
<b>* PREPARATION</b>	
<b>** EXECUTIVE SUMMARY</b>	
<b>1 DESCRIPTION OF SEWER SYSTEM AND BACKGROUND</b>	
1.1 Purpose and Need for Plan	1-1
1.2 Adoption	1-2
1.3 Ownership and Management	1-2
1.4 System History and Background	1-7
1.5 District Policies	1-15
1.6 Service Area Characteristics	1-19
1.6.A Sewer Service Area	
1.6.B Topography	
1.6.C Geology	
1.6.D Water Resources	
1.7 Public and Private Water Facilities	1-28
1.7.A District Water Facilities	
1.7.B Private Water Wells	
1.8 Municipal Sewage Treatment	1-33
1.9 Onsite Sewage Disposal Systems	1-33
1.9.A Schools	
1.9.B Shopping Center	
<b>2 EXISTING SANITARY FACILITIES</b>	
2.1 Existing Pipe System	2-1
2.1.A Bypass Manholes	
2.2 Lift Stations	2-6
2.3 Siphon Systems	2-10
2.4 King County Transmission Facilities	2-11
<b>3 PLANNING CONSIDERATIONS AND DATA</b>	
3.1 Reference Planning Documents	3-1
3.2 Service Area Description	3-1
3.2.A Sewer Service Area Revisions	
3.3 Land Use	3-9
3.3.A Growth Management Act	
3.3.B City of Woodinville	
3.3.C King County	
3.4 Relationships with Adjacent Sewerage Agencies	3-17



3.4.A	City of Bothell	
3.4.B	City of Redmond	
3.4.C	Northshore Utility District	
3.4.D	Cross Valley Water District	
3.4.E	King County Department of Natural Resources	
<b>3.5</b>	<b>Population and Forecasts</b>	<b>3-19</b>
3.5.A	Existing Sewer Connections	
3.5.B	Population and Growth	
3.5.C	Industrial Customers	
<b>4</b>	<b>WASTEWATER FLOWS AND DESIGN CRITERIA</b>	
<b>4.1</b>	<b>Program Approach and Goals</b>	<b>4-1</b>
4.1.A	Overview	
4.1.B	Approach and Basin Delineation	
4.1.C	Goals	
<b>4.2</b>	<b>Primary Basin Descriptions</b>	<b>4-5</b>
<b>4.3</b>	<b>Flow Monitoring</b>	<b>4-7</b>
<b>4.4</b>	<b>I &amp; I Comparison</b>	<b>4-12</b>
4.4.A	Program Overview	
4.4.B	Comparison with 2007 Study	
4.4.C	I & I at Monitored Basins	
<b>4.5</b>	<b>Residential Sewage, SFR and ERU</b>	<b>4-17</b>
<b>4.6</b>	<b>Peaking Factors</b>	<b>4-18</b>
<b>4.7</b>	<b>Sewage Design Criteria Summary</b>	<b>4-19</b>
<b>5</b>	<b>COLLECTION SYSTEM EVALUATION</b>	
<b>5.1</b>	<b>System Data and GIS Data</b>	<b>5-1</b>
<b>5.2</b>	<b>Model Development</b>	<b>5-1</b>
5.2.A	Basin Delineation	
5.2.B	Flow Distribution and Calibration	
5.2.C	Flow Development	
<b>5.3</b>	<b>Hydraulic Capacity Analysis</b>	<b>5-9</b>
5.3.A	Model Results	
5.3.B	Model Results Deficiency Summary	
<b>5.4</b>	<b>Identification of Existing Condition Deficiencies</b>	<b>5-14</b>
<b>5.5</b>	<b>Evaluation Of Service by Adjacent Agencies and Unserved Area Extensions</b>	<b>5-15</b>
5.5.A	Study Area A (Reclaim)	
5.5.B	Study Area B (Wedge)	
5.5.C	Study Area C (East Unsewered)	
<b>5.6</b>	<b>Seismic Resiliency</b>	<b>5-27</b>
<b>5.7</b>	<b>Technical Alternatives</b>	<b>5-27</b>
5.7.A	Water Conservation	
5.7.B	Reclaimed Water	

**5.7.C Alternative Collection Systems****6 OPERATIONS AND MAINTENANCE PROGRAM**

<b>6.1</b>	District Management and Personnel	6-1
6.1.A	Organization	
6.1.B	Certification and Training	
<b>6.2</b>	Asset Management	6-6
6.2.A	Overview of Requirements	
6.2.B	Implementation of an Asset Management Plan	
6.2.C	Program Goals	
6.2.D	Maintenance Management	
<b>6.3</b>	Activities to Meet Standards	6-9
<b>6.4</b>	Design and Performance Provisions	6-10
<b>6.5</b>	Monitoring Program	6-11
<b>6.6</b>	Staffing Projections	6-11
<b>6.7</b>	Emergency Response	6-12
<b>6.8</b>	Safety Procedures	6-12

**7 DISTRICT STANDARDS**

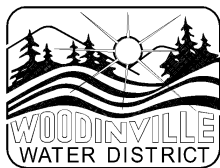
<b>7.1</b>	Performance and Design Criteria	7-1
7.1.A	Gravity Sewers	
7.1.B	Laterals and Side Sewers	
7.1.C	Manholes	
7.1.D	Lift Stations	
7.1.E	Force Mains	
7.1.F	Inverted Siphons	
7.1.G	Easements	
<b>7.2</b>	Policies and Requirements for Developers	7-4
<b>7.3</b>	Standard Specifications and Details	7-5

**8 CAPITAL IMPROVEMENTS PROGRAM**

<b>8.1</b>	Costing	8-1
<b>8.2</b>	Condition Based CIP	8-7
<b>8.3</b>	Routing Based CIP	8-9
<b>8.4</b>	Hydraulic Capacity CIP	8-11

**9 FINANCIAL**

<b>9.1</b>	Current Rate Structure	9-1
<b>9.2</b>	System Development Fees	9-2
<b>9.3</b>	Operations and Maintenance	9-2
<b>9.4</b>	Capital Improvements	9-4
<b>9.5</b>	Capital Improvement Plan Funding	9-5



<b>GLOSSARY</b>	TOC-1
-----------------	-------

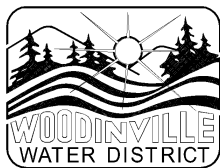
<b>ABBREVIATIONS</b>	TOC-2
----------------------	-------

**LIST OF TABLES**

1-1	General Sewer Plan Requirements per WAC 173-240-050	1-1
1-2	WWDC Policies	1-16
2-1	District Collection System Inventory	2-1
2-2	Lift Station Summary	2-8
3-1	Growth Projections	3-20
3-2	Industrial Customers	3-21
4-1	WWD – Sewer Flow Monitoring Summary Oct 2019 – Feb 2020	4-11
4-2	I & I Rate Comparison	4-12
4-3	Flow Contribution Comparison	4-17
4-4	Sewage Design Criteria Summary	4-19
5-1	Model Results Summary (Capacity Deficiency)	5-12
5-2	Condition Deficiencies	5-14
6-1	Routine Operation & Maintenance	6-9
6-2	Performance Audit Outline	6-10
7-1	Minimum Pipe Slope Criteria for Sewer Mains	7-2
8-1	Planning Level Unit Pipe Project Costs	8-2
8-2	Condition Based CIP	8-8
8-3	Routing Analysis CIP	8-10
8-4	Capacity Based CIP	8-12
9-1	Sewer Rates	9-1
9-2	Sewer Maintenance Fund	9-3
9-3	CIP Funding Requirements	9-5

**LIST OF FIGURES**

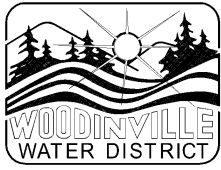
1-1	Vicinity Map	1-5
1-2	District Boundary	1-9
1-3	Adjacent Municipalities	1-11
1-4	Adjacent Providers	1-13
1-5	Topo and Aerial	1-21
1-6	Terrain and Critical Areas	1-23
1-7	WWD Sewer Service By Agreement	1-25
1-8	Water Well Locations	1-31
1-9	Schools	1-37
2.1a	Sewer System (West)	2-3
2.1b	Sewer System (East)	2-5
2-3	KCWTD Transmission Mains	2-13
3-1	Existing Sewer Service Area	3-5



3-2	SSA Revisions	3-7
3-3	Woodinville Corporate and UGA Boundaries	3-11
3-4	Woodinville Future Land Use Designations	3-13
3-5	Zoning	3-15
4-1	All Basins	4-3
4-2	Flow Meter Locations	4-9
4-3	Basin 1 12/19-12/22 Event (Example)	4-15
5-1a	Sewer System Model Basins (west)	5-5
5-1b	Sewer System Model Basins (east)	5-7
5-5a	Study Area A (Reclaim)	5-17
5-5b	Study Area B (Wedge)	5-21
5-5c	Study Area C (Eastern Unsewered)	5-25
6-1	Organizational Chart - Woodinville Water District	6-3
8-1a	Capital Improvement Program – Project Locations (west)	8-3
8-1b	Capital Improvement Program – Project Locations (east)	8-5
8-2	Basin 3 – CIP	8-13
8-3	Basin 8 – CIP	8-15
8-4	Basin 9 – CIP	8-17

## APPENDICIES

- A. Sewer System Map & Basin Maps
- B. Flow Monitoring & Hydraulic Modeling
- C. SEPA Checklist and Determination
- D. CIP Sheets
- E. 2021-2022 Financial Summary
- F. Interagency Agreements – Separately Bound Document
- G. EPA Asset Guidelines
- H. Correspondence (Reviews and Responses)
- I. Seismic Resilience Guide
- J. King County Water Treatment Division – Treatment Agreement
- K. King County Water Reclamation Checklist



## GLOSSARY

**100-year flood:** A flood with a water elevation that has a 1-percent chance of being equaled or exceeded in any given year.

**Average Wet Weather Flow:** Wastewater flow during period when groundwater table is high and precipitation is at its peak, generally from October to May in the Woodinville area.

**Class 1 Stream:** A perennial or intermittent stream that is used by threatened or endangered fish or larger numbers of other fish, or that is used as a direct source of water for domestic use.

**‘Class A’ Water:** This is a high-quality water reclaimed by advanced treatment from sewage for use in non-potable applications. It is oxidized, coagulated, filtered, and disinfected with < 30 mg/L of BOD and TSS, < 2 NTU of turbidity, and < 2.2 coliforms per 100 ml.

**I/I:** Combined effect of Infiltration and (direct) inflow.

**Infiltration:** Groundwater entering the sewage collection system through defective joints, pipes, and improperly sealed manholes.

**Inflow:** Sewage flows resulting from stormwater runoff entering the sewage collection system, typically through manhole covers, roof leaders, and area drains connected directly to sewer, cross connections from storm drains and catch basins, and direct flows into broken sewers.

**Maximum Monthly Flow:** Average daily flow during the highest flow month of the year.

**National Flood Insurance Program:** Federally funded program providing flood insurance to property owners in flood plains provided the local government meets certain criteria for management of flood damage risk.

**Orange Book:** *Criteria for Sewage Works Design*, published by the Washington State Department of Ecology

**Peak Hourly Flow:** Wastewater flow during the highest flow hour.

**Peaking Factor:** The ratio between the average daily flow and peak hourly flow.

**Sensitive Area:** Area in which development potential is limited by environmental factors such as steep slopes, wetlands, and valuable natural habitat.

**Sewer Lateral:** A sewer with no other common sewers discharging into it.

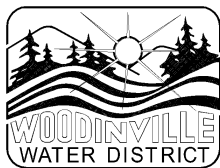
**Sewer Submain:** A sewer that receives flow from one or more lateral sewers.

**Sewer Main or Trunk:** A sewer that receives flow from one or more submains.

**Sewer Interceptor:** A sewer that receives flow from a number of main or trunk sewers, force mains, etc.

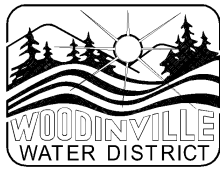
**Tight Lined:** A sewer main that is restricted to having only an initial connection (source of sanitary flow) and no further connections.

**Urban Growth Area:** Area in which urban development must be contained, as stipulated by the Growth Management Act.



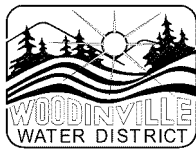
## ABBREVIATIONS

<b>AADF</b>	Average Annual Daily Flow
<b>AWWF</b>	Average Wet Weather Flow
<b>AWWM</b>	Average Wet Weather Month
<b>CFR</b>	Code of Federal Regulations
<b>CIP</b>	Capital Improvement Program
<b>CMMS</b>	Computerized Maintenance Management System
<b>CWA</b>	Clean Water Act
<b>CWPP</b>	County Wide Planning Policy
<b>DOH</b>	Washington State Department of Health
<b>DOE</b>	Washington State Department of Ecology
<b>District</b>	Woodinville Water District
<b>EPA</b>	United States Environmental Protection Agency
<b>ERU</b>	Equivalent Residential Unit
<b>ERUw</b>	Equivalent Residential Unit (wet weather)
<b>ESA</b>	Endangered Species Act
<b>FEMA</b>	Federal Emergency Management Act
<b>FPS</b>	Feet per second
<b>FOG</b>	Fats, Oils and Grease
<b>FWPCA</b>	Federal Water Pollution Control Act ("The Clean Water Act")
<b>GMA</b>	Growth Management Act
<b>GPCD</b>	Gallons per capita per day
<b>GPAD</b>	Gallons per acre per day
<b>GPD</b>	Gallons per day
<b>GPM</b>	Gallons per minute
<b>HPA</b>	Hydraulic Project Approval
<b>I &amp; I</b>	Infiltration and Inflow
<b>JARPA</b>	Joint Aquatic Resources Permit Application
<b>KCDNR</b>	King County Department of Natural Resources and Parks
<b>KCWTD</b>	King County Wastewater Treatment Division, a division of King County Department of Natural Resources and Parks, formerly referred to as "Metro".
<b>LF</b>	Lineal Feet
<b>MGD</b>	Million Gallons per Day
<b>mg/L</b>	Milligrams Per Liter
<b>NEPA</b>	National Environmental Policy Act
<b>NPDES</b>	National Pollutant Discharge Elimination System
<b>OCD</b>	Washington State Office of Community Development
<b>OFM</b>	Washington State Office of Financial Management
<b>PSRC</b>	Puget Sound Regional Council
<b>PVC</b>	Polyvinyl Chloride
<b>q/Q</b>	Ratio of modeled flow (q) to allowable pipe capacity flow (Q)



<b>RCW</b>	Revised Code of Washington
<b>RFP</b>	Request for Proposals
<b>SEPA</b>	State Environmental Policy Act
<b>SFR</b>	Single Family Residential
<b>SFRw</b>	Single Family Residential wet weather (excludes irrigation)
<b>SRF</b>	State Revolving Fund
<b>SSA</b>	Sanitary Service Area
<b>UGA</b>	Urban Growth Area
<b>USFWS</b>	United States Fish and Wildlife Service
<b>WAC</b>	Washington Administrative Code
<b>WDFW</b>	Washington Department of Fish and Wildlife
<b>WWD</b>	Woodinville Water District
<b>WWDC</b>	Woodinville Water District Code



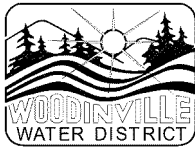


## CHAPTER 1 – DESCRIPTION OF SEWER SYSTEM AND BACKGROUND

### 1.1 PURPOSE AND NEED FOR PLAN

This 2022 General Sewer Plan (Plan) is prepared for Woodinville Water District (District) to fulfill the requirements of Chapter 173-240-050 of the Washington Administrative Code (WAC) and Chapter 90.48 of the Revised Code of Washington (RCW). The WAC requirements are outlined in **Table 1-1**.

<b>Table 1-1 General Sewer Plan Requirements per WAC 173-240-050</b>		
<b>WAC Reference Paragraph</b>	<b>Description of Requirement</b>	<b>Location in Document</b>
3a	Purpose and need for proposed plan	Section 1.1
3b	Who will own, operate, and maintain system	Section 1.3
3c	Existing and proposed service boundaries	Figure 3-1, 3-2
3d	Layout map showing boundaries; existing sewer facilities; proposed sewers; existing and proposed pump stations and force mains; topography and elevations; streams, lakes; and other water bodies; water systems	Figures 1-2, 1-5, 1-6, 2-1a, 2-1b, 3-1, 8-1a, 8-1b, Appendix A
3e	Population trends	Section 3.5
3f	Existing domestic and/or industrial wastewater facilities within 20 miles	Section 1.8 and 1.9
3g	Infiltration and inflow problems	Section 4.
3h	Treatment systems and adequacy of such treatment	Section 1.8
3i	Identify industrial wastewater sources	Section 3.5.C
3j	Location of all existing and private wells, or other sources of water supply, and distribution structures	Figure 1-8
3k	Discussion of collection, treatment and disposal alternatives	Sections 5.7
3l	Define construction cost and O&M costs	Chapter 8 & 9
3m	Compliance with management plan (City Comprehensive Plan)	Appendix F
3n	SEPA compliance	Appendix C



The Plan provides a comprehensive guide to assist the District with managing and operating the sewer system and coordinating expansions and upgrades to the infrastructure for the next twenty years. The Plan serves as a guide for policy development and decision-making processes for the District. It also provides other agencies and the public with information on the District's plans for sewer system extensions within the area designated as the boundary established under the Growth Management Act (Sewer System Service Area).

The Plan evaluates existing and future capacity of the sewer system based on current and anticipated future wastewater flow rates. Future wastewater flow rates are estimated from existing flow data and population growth projected within the sewer service area.

A SEPA Checklist was prepared and determination received and are included in Appendix C. A NEPA Checklist was not applicable as there are no known or planned actions or federal funding that would trigger NEPA.

## 1.2 PLAN ADOPTION

This Plan was reviewed by the staff and commissioners of Woodinville Water District and adopted by Resolution XXXX on MM/DD, 2023. During the development of the Plan, relevant portions were shared with neighboring sewer providers and served municipalities.

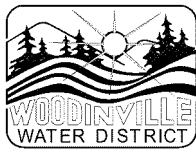
Final Adoption pending  
DOE approval

## 1.3 OWNERSHIP AND MANAGEMENT

The Woodinville Water District (WWD)(District) is located in northern King County as shown on **Figure 1-1, Vicinity Map**. The District office, including administrative and operations facilities, is located at:

17238 NE Woodinville-Duvall Road  
Woodinville, WA 98072

The District is a public sewer and water system governed by an elected five-person board of commissioners, with a service area boundary on file with King County. The water service area boundary extends considerably beyond the sewer service boundary authorized under the Growth Management Act.



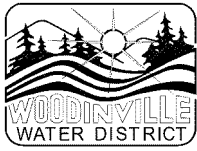
The current District commissioners, including contact information, are:

Chuck <u>Clarke</u> ,	<a href="#">Email Chuck</a>	Voicemail 425-487-4151
Aleksandra <u>Kachakov</u> ,	<a href="#">Email Aleksandra</a>	Voicemail 425-487-4155
Pamela J. <u>Maloney</u> ,	<a href="#">Email Pam</a>	Voicemail 425-487-4152
Tim <u>Schriever</u> ,	<a href="#">Email Tim</a>	Voicemail 425-487-4154
Karen <u>Steeb</u> ,	<a href="#">Email Karen</a>	Voicemail 425-487-4153

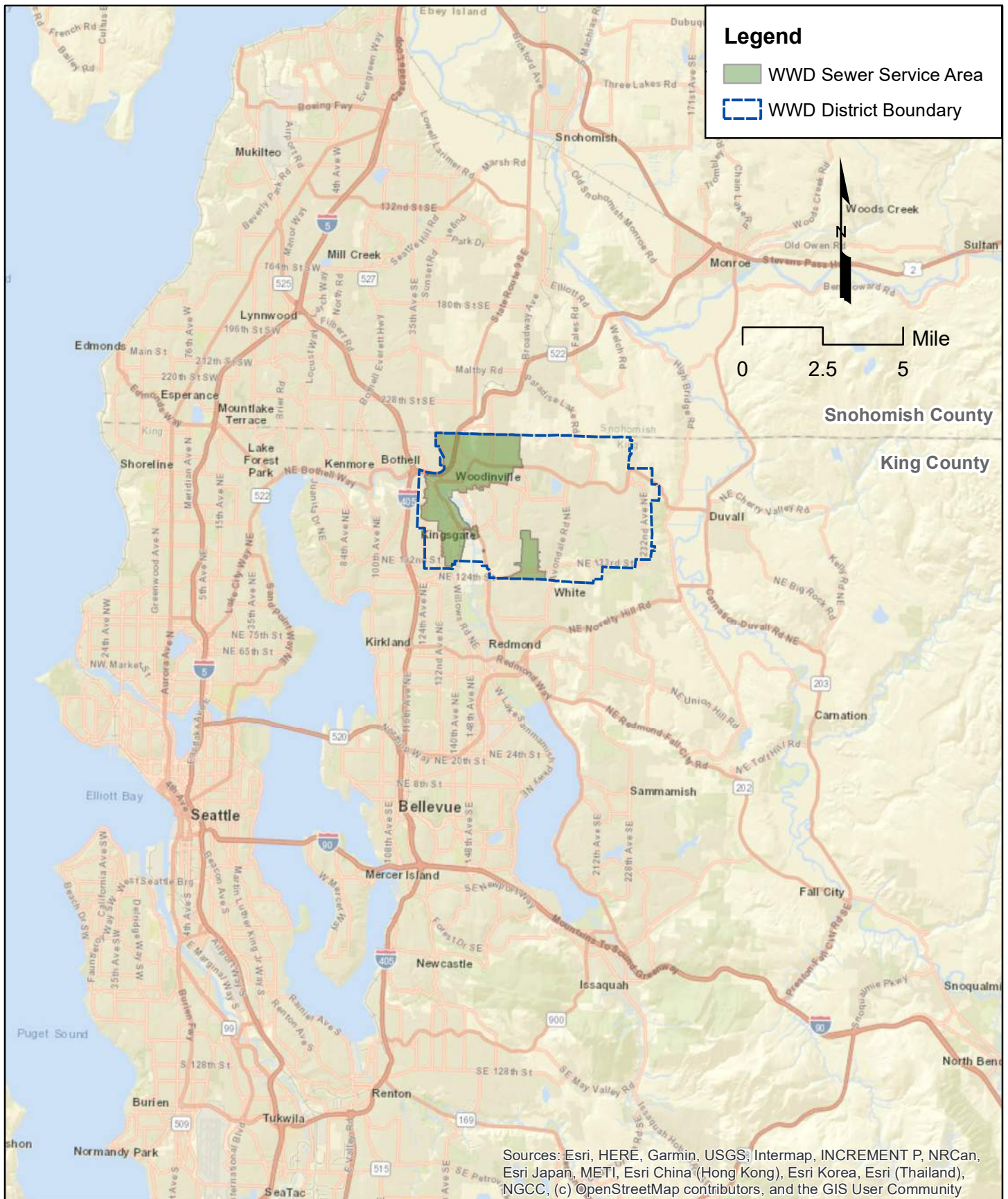
The direct management of the District is by:

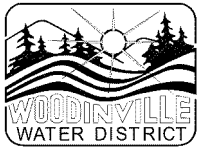
Patrick Sorensen	General Manager	psorensen@woodinvillewater.com	PH: 425-487-4103
Christian Hoffman, PE	District Engineer	kmcdowell@woodinvillewater.com	PH: 425-487-4102

Thirty-six (36) employees comprise the District staff. The District maintains a website to communicate with ratepayers, potential developers and interested general public: [woodinvillewater.com](http://woodinvillewater.com).



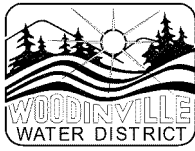
*(Page Intentionally Left Blank)*





*(Page Intentionally Left Blank)*





## 1.4 SYSTEM HISTORY AND BACKGROUND

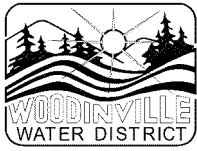
The District is located in King County, Washington, approximately 13 miles northeast of Seattle with offices as shown in **Figure 1-2, District Boundary**. The District service area is generally bounded on the north by Snohomish County, on the east by an unincorporated area of King County, to the south by the City of Redmond, and on the west by the cities of Bothell and Kirkland. **Figure 1-3, Adjacent Municipalities** presents a map of the District showing the water service area, the sewer service area, the UGA boundary, the City of Woodinville and the surrounding municipalities. Not all of the adjacent municipalities provide water or sewer service directly, there are other adjacent special purpose districts that provide water and sewer service and are shown on **Figure 1-4, Adjacent Providers**.

The prior sewer comprehensive plan was prepared in 2007. During the past 14 years the District has continued to manage the sewer facilities in a proactive fashion and utilize newer technologies to provide quality service to the District's rate payers. Several key projects have had a positive impact on the sewer system, including:

- Expanded website, including the ability to receive online payments.
- Expanded Graphical Information System (GIS) with a surface survey of all manholes to aid in locating facilities and ensure a common datum.
- King County Brightwater WWTP came online and redirected several of the sewage transmission mains that the District discharges into.

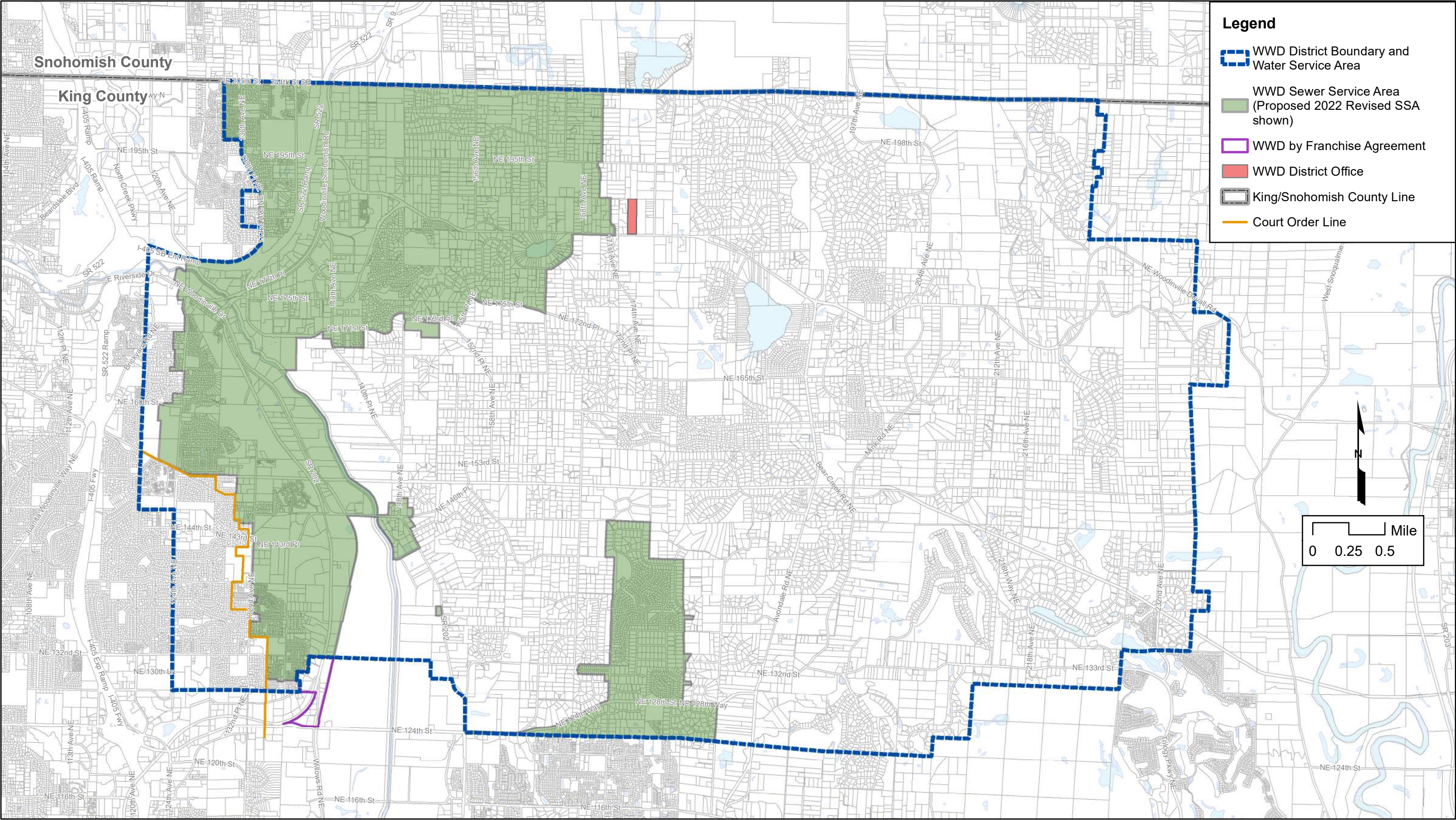
The Woodinville Water District (formerly Water District No. 104) was established in 1959 and the first sewer system in the community was constructed in 1973. The District is presently the fifth largest water district in King County, serving approximately 14,000 water accounts, but relatively small as a sewer district with approximately 3,700 sewer accounts.

Sewer service is limited by Washington State's Growth Management Act. Sewer service may only be provided in areas that are incorporated or within Urban Growth Area (UGA) claimed by those municipalities, together with a few other exceptions. The Sanitary Service Area (SSA) is a subarea of the District's larger corporate and Water system boundary, primarily defined by the UGAs of Woodinville, Redmond, Bothell and Kirkland. After the initial SSA was established, an agreement with Northshore Utility District and others resulted in Court Order No. 607978 which established the "**Court Order Line**" in the southwest corner of the District. The District's SSA was not revised at that time, however Northshore Utility District is responsible for providing sewer service to all properties that lie southwest of the Court Order Line. The SSA and revisions are further discussed in Chapter 3.

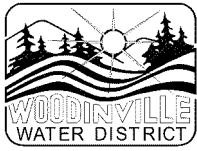


*(Page Intentionally Left Blank)*

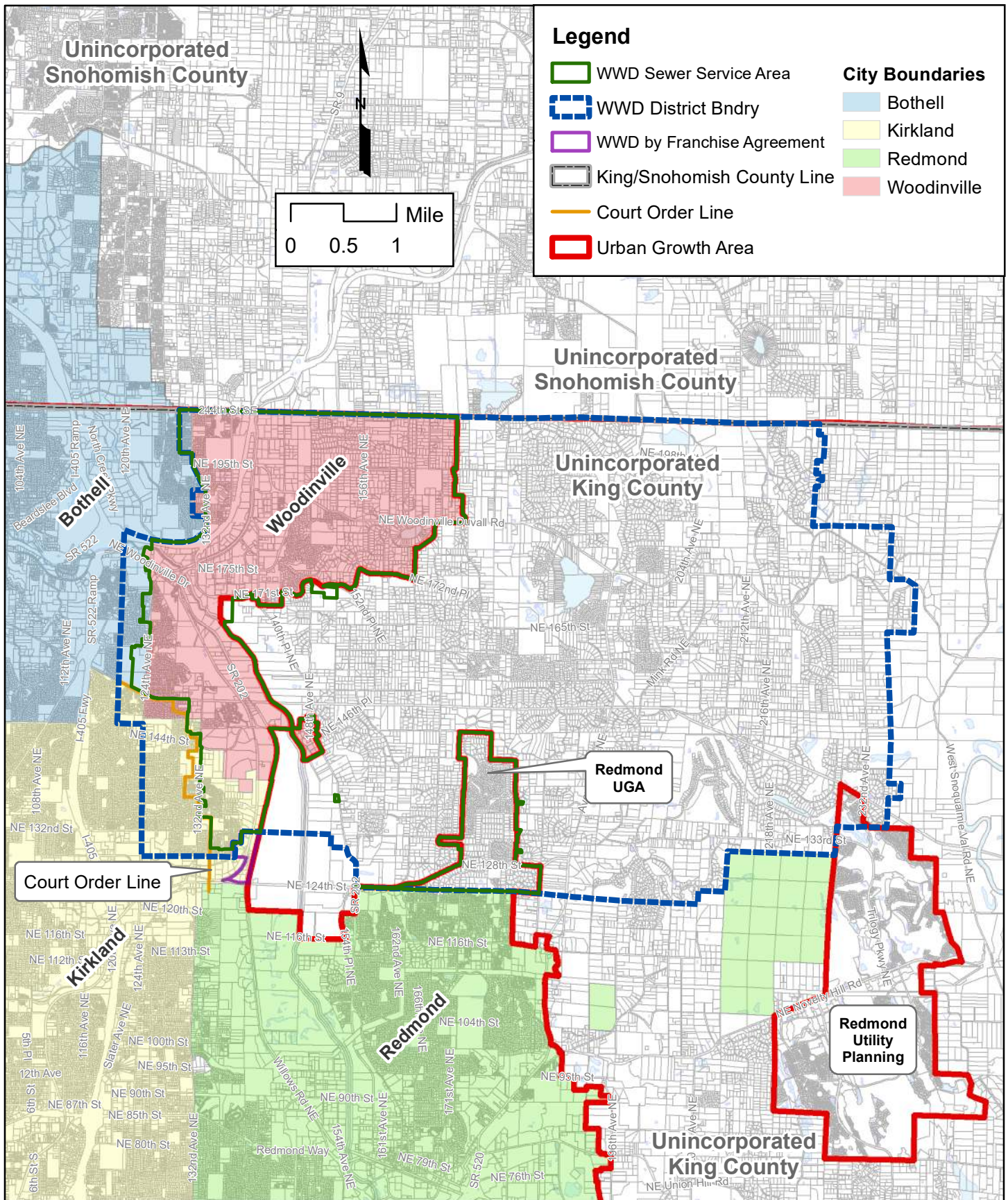


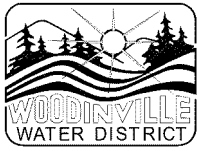






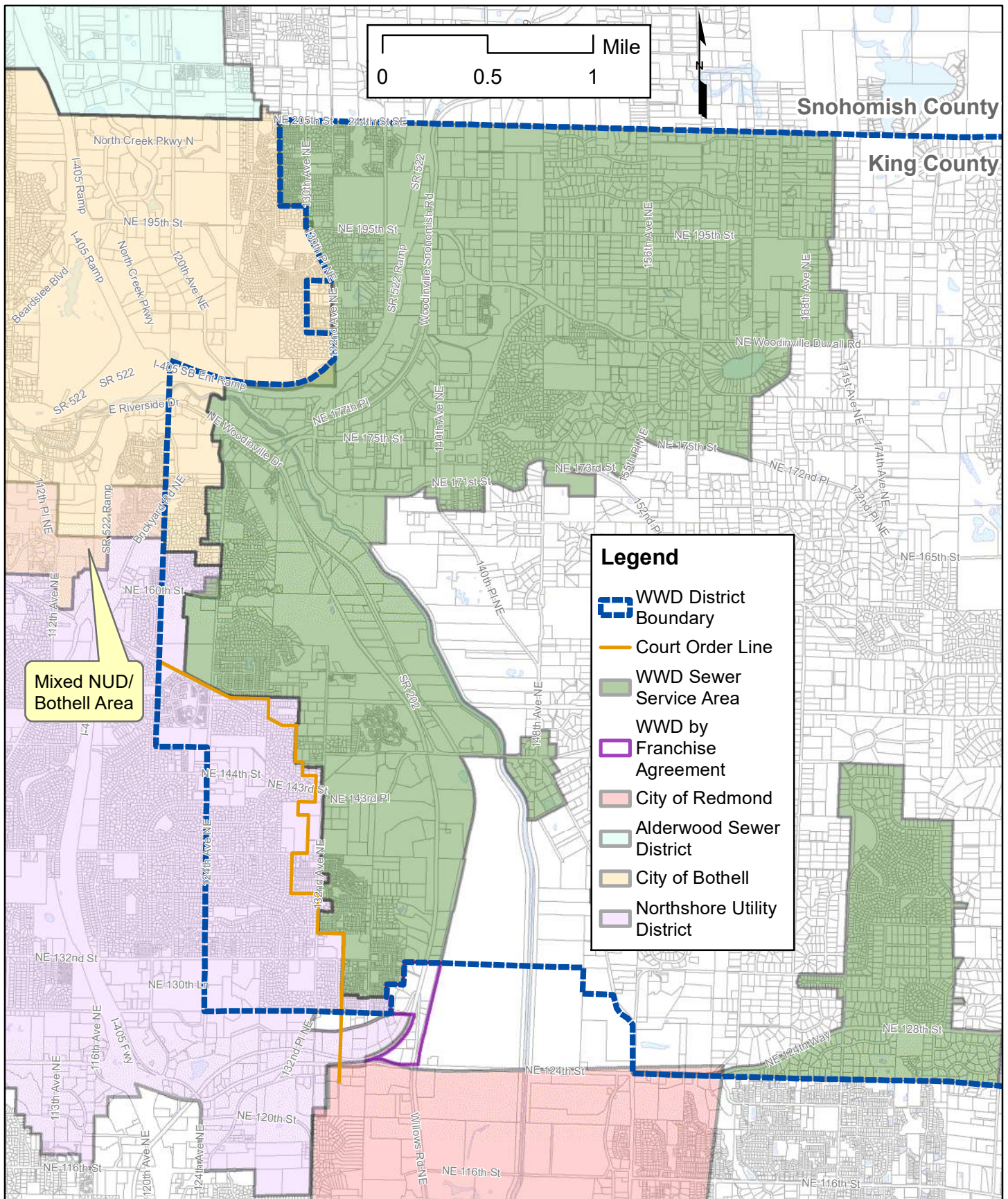
*(Page Intentionally Left Blank)*

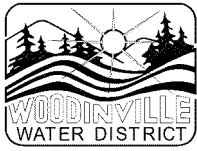




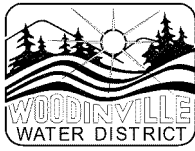
*(Page Intentionally Left Blank)*







*(Page Intentionally Left Blank)*



The District is responsible for providing sanitary sewer service to customers within that portion of its boundaries inside the UGA that are not served by other agencies such as the City of Bothell or the Northshore Utility District. Some of the area within the UGA may eventually be annexed by the Cities of Woodinville, Kirkland or Redmond. Customers outside the UGA are required to use onsite sewage systems.

Of the 3,700 sewer customers, there are approximately 3,100 residential accounts and 600 accounts designated as commercial, industrial or municipal. The majority of sewer customers also receive water service from the District, though some water customers are served by adjacent agencies' sewer service areas such as Northshore Utility District. Separate water and sewer service providers primarily occurs along the western limits of the District.

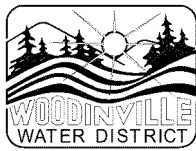
The sanitary sewage flows are collected and conveyed through District-owned sewer facilities and discharged into sewer transmission mains owned and operated by King County.

Planning for future wastewater operations requires the District to address the following:

- Land use decisions within the District water service boundary are determined by the City of Woodinville, the City of Kirkland, the City of Redmond, the City of Bothell and King County. The sewer service area is directly affected primarily by the City of Woodinville and by King County, and to a lesser extent by the Cities of Bothell, Kirkland, and Redmond.
- The District must coordinate its planning efforts with the planning efforts of King County, Department of Natural Resources, Wastewater Treatment Division (KCWTD) to ensure that there is adequate conveyance and treatment capacity.

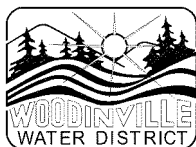
## 1.5 DISTRICT POLICIES

The District has reviewed all past resolutions and codified those into a published code; *WOODINVILLE WATER DISTRICT CODE* (WWDC). The WWDC is updated whenever the WWD Commissioners adopt a new or revised policy. Table 1-2 lists the policies that have a direct impact on the sewer system. The content has been paraphrased and the reader is directed to the full version of the WWDC, published on the District's website, to review in detail any code/policy listed.

**Table 1-2  
WWDC Policies**

<b>Ref.</b>	<b>Title</b>	<b>Content</b>
4.04	WATER AND SEWER SYSTEM DEVELOPER EXTENSIONS GENERALLY	Policy for water and sewer developer extensions including pricing, design standards, variance procedures, reimbursements, and general manager authority
4.05	CHARGE IN LIEU OF ASSESSMENT/HOOKUP IN LIEU OF ASSESSMENT (HUILOA) AGREEMENTS	Agreements for Charge/Hookup In Lieu Of Assessment. Covering reasons and methods for a property to connect to the systems without assessment.
4.06	SERVICE CONNECTION AGREEMENT TO CONSTRUCT SERVICE CONNECTIONS TO DISTRICT SYSTEM	Describes the form and process required for new service connections to the system.
4.08	APPLICATION AND AGREEMENT FOR DEVELOPER EXTENSIONS	Describes the form and process required for developer extensions to the system.
4.12	STANDARD SPECIFICATIONS FOR WATER AND SEWER DEVELOPER EXTENSIONS	Adoption of standard specifications for water and sewer developer extensions.
4.20	UTILITY LOCAL IMPROVEMENT DISTRICTS	Policies for the creation and maintaining of Local Improvement Districts by the District Commissioners including assessments, boundaries and notification processes.
4.32	CAPITAL CONSTRUCTION LOCAL FACILITIES CHARGES	Description of the method for calculating the Local Facilities Charge, and policy for installment payment plans.
4.36	COMPREHENSIVE PLANS	Adoption of General Sewer Plan and Comprehensive Water System Plan.
4.44	SIDE SEWER CONNECTIONS	Describes policy for connections to side sewers, including permits, records, construction specifications, inspections and hold harmless.
4.48	PUBLIC SANITARY SEWER SYSTEM	General sanitary sewer system policies including prohibited connections, required connections, timing requirements for connection, illegal connections, inspector's right of entry, abandoned septic tanks, and approved contractors



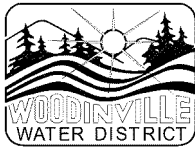


**Table 1-2  
WWDC Policies**

<b>Ref.</b>	<b>Title</b>	<b>Content</b>
4.52	ON-SITE SEWAGE DISPOSAL SYSTEMS	Policy for providing water service to properties with on-site sewer disposal systems.
4.56	WATER AND SEWER SYSTEM DEVELOPMENT FEES	Descriptions of water and sewer system development fees, as well as other connection charges.
4.60	RATES AND CHARGES	Rates and charges for Water and Sanitary Sewer service and street lighting. It also includes reference to the rate schedule and the Final billing charge rules, billing period and water restrictions surcharges.
4.64	CENTRAL BUSINESS DISTRICT CAPITAL IMPROVEMENT CHARGE	Describes application and calculation of additional connection charges to respond to increases in (development) population density triggering capital improvement projects.
4.68	BILLING AND COLLECTION PROCEDURES	Outlines procedures for billing and collection as well as applications for service, collection enforcement, adjustments and appeals.
4.70	WATER AND SEWER—MISCELLANEOUS PROVISIONS	Damage to district property and meter rules
4.76	FAT, OIL AND GREASE MANAGEMENT PROGRAM	Outlines requirements for commercial establishments, inspection, applications for new sewer connections, compliance dates, enforcement, violation penalties, measurement, tests and analyses.
4.88	UNAUTHORIZED USE OF DISTRICT FACILITIES	Describes a list of prohibited uses of district facilities, including disconnection without prior authorization, tampering with district equipment, and the penalties for the violations.

Sewer service to any properties outside the designated UGA boundary is not permitted by King County. There are two exceptions to this policy as quoted below from King County Comprehensive Plan 2000, Policy I. F-242:

*“Public sewer expansions shall not occur in the Rural Area and on Natural Resource Lands except where needed to address; (1) specific health and safety problems threatening the existing uses of structures or (2) the needs of public schools or public school facilities.*



*Public sewers may be extended, pursuant to this policy, only if they are tight lined and only after a finding is made by King County that no reasonable alternative technologies are technologically or economically feasible.*

*Utility providers shall ensure, through a signed agreement between the school district and the utility provider, that any sewer service permitted for the school district is designed only to serve public school facilities.*

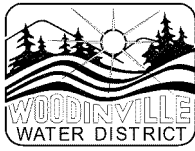
*Public sewers which are allowed in the Rural Area or on Natural Resource Lands pursuant to this policy shall not be used to convert Rural Area land or Natural Resource Lands to urban uses and densities or to expand permitted non-residential uses.”*

In conforming to the requirements of the County, the District’s policy for sewer service remains unchanged from that presented in the 1979 “Comprehensive Sewerage Plan”, which stated that the District recognized that its function was not to plan land uses for the service area, but to respond to land uses planned by the community through the proper authorities. The District’s facilities, their encumbrances, and their impact on the community are not to be used as tools for implementing unscheduled changes in the planned land use for any area.

It is the District’s policy that property owners desiring sewer service are responsible for initiating a sanitary sewer request. Property owners are responsible for the financing of new sewer developments and/or extensions. Financing for these extensions can be through conventional means as a Developer Extension, or a Utility Local Improvement District can be formed if approved by the Commissioners.

New sewer facilities desired by a Developer within the District service area shall be constructed by the Developer and then deeded to the District. The Developer must first apply for sewer service, at which time the proposed sewer design will be reviewed by District engineers to ensure compliance with the District and County standards and design criteria. Sewer extensions shall follow the “Standard Sewer Specifications of the Woodinville Water District for Developer Extensions” as approved by the District. Approval of Developer Extension Agreements is at the discretion of the Board, and such DE Agreements will be approved when it is in the best interest of the public.

District policies are set and reviewed by the District Board of Commissioners, to be consistent with the policies of King County and the Woodinville City Council. The District may find it necessary from time to time to reevaluate their policies based on County and City land use, policies and ordinances.



## 1.6 SERVICE AREA CHARACTERISTICS

The sewer service area lies entirely within King County in the north end of the Sammamish River Valley. Woodinville Water District lies to the east of Interstate 405, just east of the City of Bothell and due north of the City of Redmond. The City of Woodinville is entirely within the District's service area. The topography within the sewer service area is flat within the Sammamish Valley, and rolling to hilly with a few steep slopes into the stream corridors and several small to modest areas of wet soil outside of the Valley.

### 1.6.A Sewer Service Area

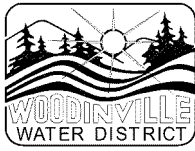
The existing WWD corporate area encompasses approximately 19,000 acres. The current WWD Sewer Service Area (SSA) covers 5,261 acres and combines the City of Woodinville UGA and the eastern portions of the cities of Bothell and Kirkland, as well as the northern portion of the City of Redmond's UGA (English Hills area). The City of Woodinville UGA includes the current City limits and parcels between the Sammamish River and 140<sup>th</sup> Avenue NE. The City of Woodinville Urban Growth Area covers approximately seven square miles. Sewer service is limited to properties within the UGA boundary and incorporated areas. There are also several smaller areas where service is being provided under inter-local agreements. The extent of the WWD SSA is shown on **Figure 1-2: District Boundary**. Additionally, there is a 46 acre area that is served by WWD through an interlocal agreement, as shown on **Figure 1-7: WWD Sewer Service By Agreement**.

This Plan includes several pragmatic revisions to the District's western sewer service area limits that will reduce the SSA by 763 acres to 4,498 acres. The revisions reflect a review of how unsewered areas are most likely to receive service and document where sewer service has already been extended. Sewer service area revisions are more thoroughly discussed in Chapter 3.

### 1.6.B Topography

**Figure 1-5, Topo and Aerial** is an aerial photograph of the District water service area and immediate surroundings.

The topography of Woodinville is characterized by rolling terrain. Along the north eastern boundary of the SSA the elevation is approximately 350 feet. To the west from there, the ground quickly rises to over 450 feet at the easterly ridge of the Sammamish Valley, drops to 25 feet in the Sammamish Valley, and then once again rises to over 400 feet near the westerly edge



of the District. **Figure 1-6, Terrain and Critical Areas** highlights the range of topography and critical areas seen within the District's SSA boundary.

### 1.6.C Geology

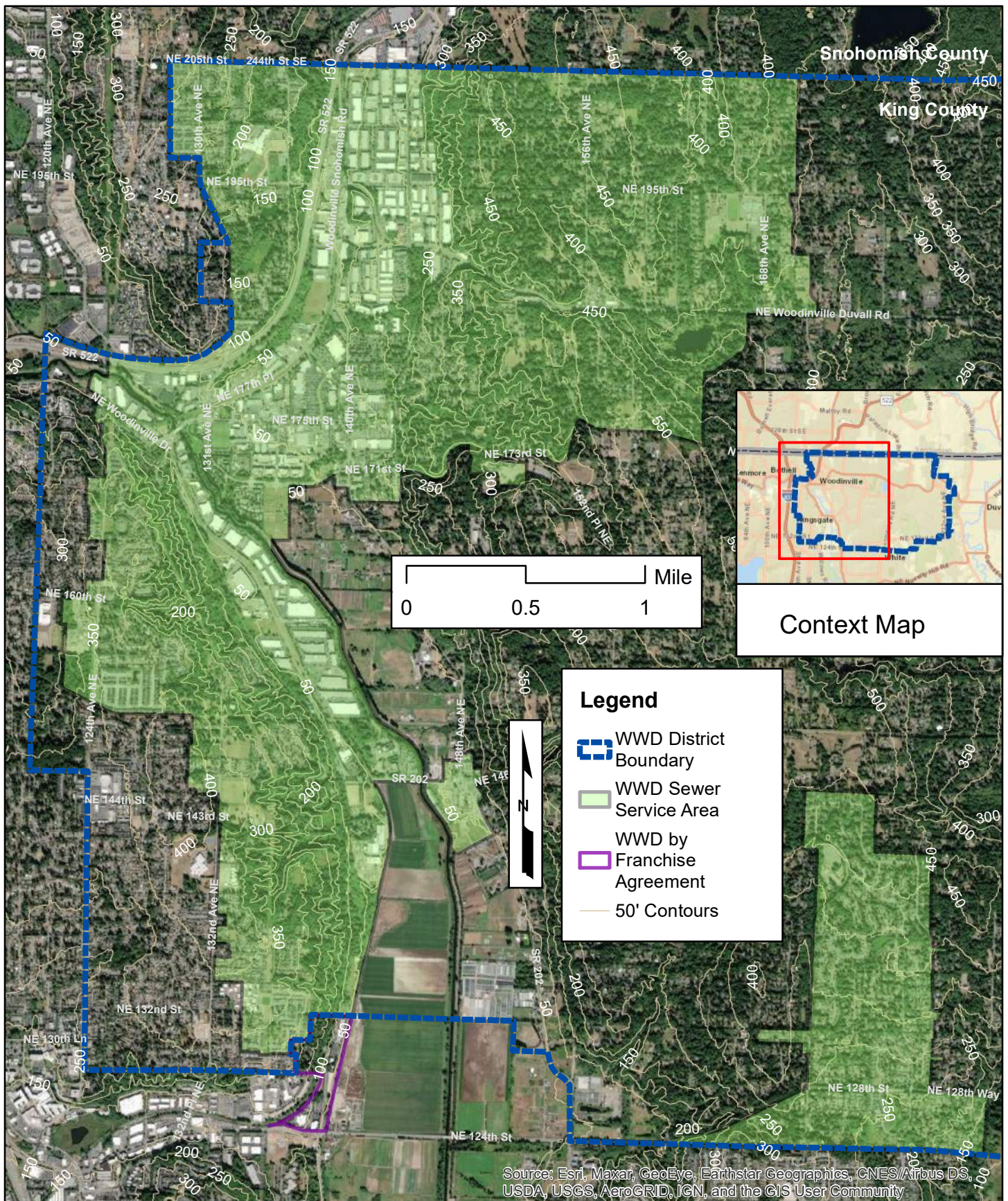
The retreat of glaciers at the end of the last ice age formed the rolling terrain characteristic of the Woodinville area. Erosion and flooding of low lying areas during that period resulted in soil deposits of three primary classifications as identified by the United States Department of Agriculture, Soil Conservation Service. These soil types are the Alderwood Association, the Everett Association, and the Puget-Earlmont-Snohomish Association, which are described below:

***The Alderwood Association*** is the most prevalent soil type and represents approximately 75 percent of the soil in the Woodinville Water District. The soil is moderately well drained and has a weakly consolidated to strongly consolidated substratum at a depth of 24 to 40 inches. Permeability is moderately rapid in the upper horizons but very slow in the consolidated substratum. These moderately well drained acidic forested soils formed in loamy glacial till and occur on rolling till plains and moraines. A seasonally high water table rises to within 2 to 3-½ feet of the surface.

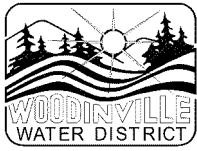
***The Everett Association*** forms the primary soil around Cottage Lake, Cottage Lake Creek, and Bear Creek. Soils of the Everett series are the second most extensive in King County. Everett soils are located on outwash plains, terraces and fans and occur on slopes ranging from 0 to 65 percent. These soils are glacial outwash, characterized as somewhat excessively drained, gravelly, gently undulating soil underlain by sand and gravel and found on terraces.

***The Puget-Earlmont-Snohomish Association*** includes poorly drained and somewhat poorly drained, nearly level soils that have layers of peat within a few feet of the surface. The seasonal high water table usually varies from 0 to 2 feet below the surface. This classification is generally found in major stream valleys, such as the Sammamish Valley.





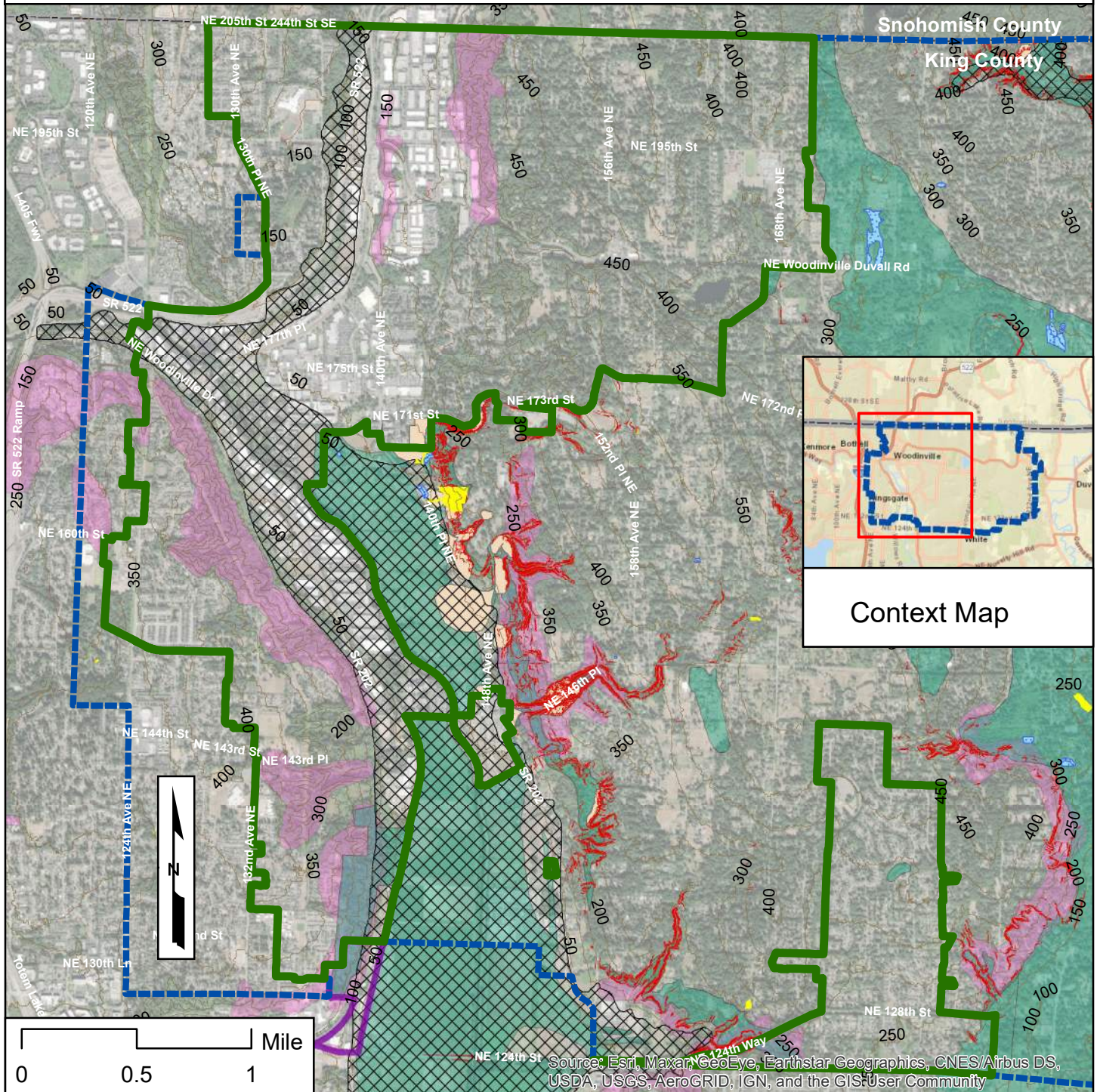


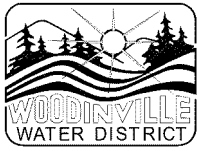


*(Page Intentionally Left Blank)*

## Legend

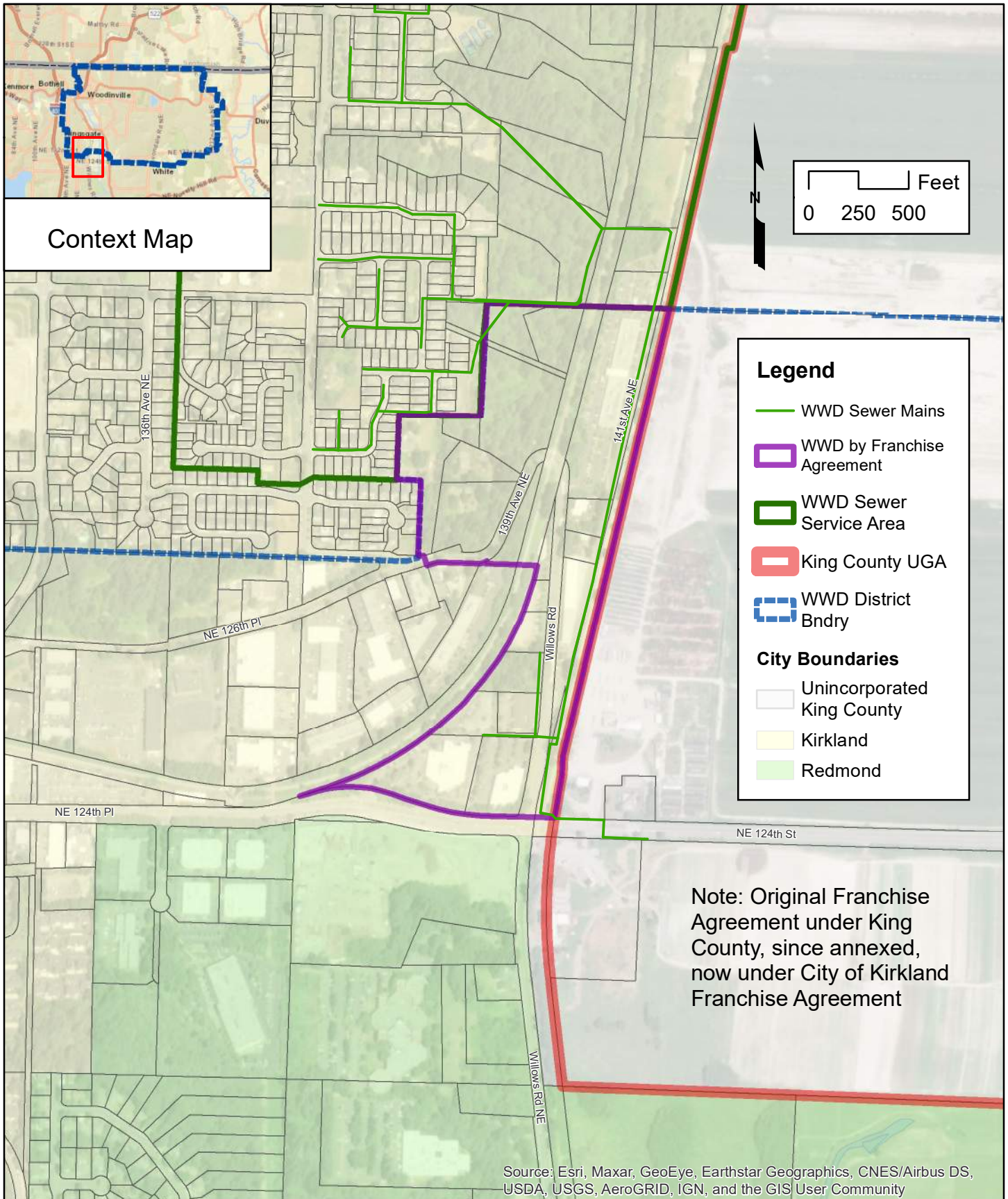
- |   |                            |  |                                |                            |
|---|----------------------------|--|--------------------------------|----------------------------|
| WWD Sewer Service Area  | WWD by Franchise Agreement | Critical Environmental Sensitivity Areas | Seismic Hazard                 | Erosion Hazard             |
| WWD District Boundary   | 50' Contours               | Wetlands                                 | Steep Slope Hazard             | King/Snohomish County Line |
| Note: Critical Area information sourced from King County GIS data |                            | Landslide Hazard                         | Critical Aquifer Recharge Area |                            |

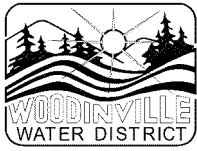




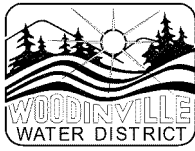
*(Page Intentionally Left Blank)*







*(Page Intentionally Left Blank)*



## 1.6.D Water Resources

**Water Supply** – The District purchases its water from the City of Seattle. The water is primarily supplied from the City of Seattle’s Tolt River Pipeline, which collects water from the South Fork of the Tolt River. As a backup, the City of Seattle’s Eastside Supply Line from the Cedar River system can also serve the District. Groundwater wells are further discussed in Section 1.7 below.

**Surface Water** – The dominant surface water feature in the sewer service area is the Sammamish River, which flows to the northwest. The Sammamish River basin and the Little Bear Creek basin are the major drainage basins. Woodinville Creek is tributary to the Sammamish River.

Lake Leota, which has an area of 10 acres, is located within the City of Woodinville, the UGA and the District Sewer Service Area boundary.

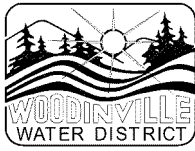
In addition, there are three other notable lakes within the District water service area, but outside of the sewer service area allowed by the UGA. These lakes are Cottage Lake, Paradise Lake, and Welcome (Holiday) Lake. Cottage Lake is the largest lake within the District service area at 63 acres in size.

### **Water Quality**

Lake Leota’s water quality is fairly good. However, in recent years, the watershed has seen substantial growth as the Woodinville area population has grown. As this growth continues and as local shoreline alteration occurs, implementation of erosion and nutrient control measures will become increasingly important to preserve lake water quality. Monitoring data has been collected at Lake Leota by volunteers since 1998. The residential homes around Lake Leota currently utilize septic systems and it is reasonable to anticipate that as environmental requirements increase there will be more pressure to develop a public sewer around the lake. Public sewer will require a large capital investment in a regional lift station to convey the flow westward to the KCWTD connections.

Cottage Lake has been characterized, based on historical water data, as a biologically highly productive water body since the early 1970s. The lake continues to experience frequent and intense algal blooms in the spring and fall.

Paradise Lake has fair water quality. Wetland chemistry influences the lake, giving it its dark color and shallower Secchi depth. Paradise Lake is eutrophic (high biological growth). Erosion and nutrient control measures are important within the watershed to preserve the existing lake water quality, especially as land develops in the watershed or local shoreline



alteration occurs. Monitoring data has been collected at Paradise Lake by volunteers since 1996.

Welcome (Holiday) Lake has good water quality. Erosion and nutrient control measures are important within the watershed to preserve the existing lake water quality, especially as land develops in the watershed or local shoreline alteration occurs. Monitoring data has been collected at Welcome Lake by volunteers since 1996.

**Groundwater** – The Woodinville Water District is bisected by the King County Redmond-Bear Creek Valley Groundwater Management Area. King County developed five Groundwater Management Areas in concert with the provisions of WAC 173-100. These areas were developed to promote the quality and quantity of groundwater supplies. There are several groundwater monitoring wells located within the District service area.

Groundwater is threatened by several common human activities. As the region is developed and an increase in paved surfaces is seen, water that used to soak in and replenish aquifers is instead diverted into storm drains. Besides being depleted, groundwater can be contaminated by landfills, septic systems, and underground fuel tanks.

## 1.7 PUBLIC AND PRIVATE WATER FACILITIES

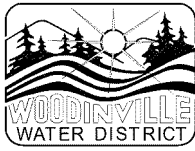
### 1.7.A District Water Facilities

The Woodinville Water District covers about 18,960 acres and serves about 14,780 water accounts. It is supplied by the City of Seattle Public Utilities through the Tolt Pipeline and the Tolt Eastside Supply Line, which run through the District service area. The District has eight (8) active connections and one unused connection to the Tolt Pipeline and two (2) active connections to the Tolt Eastside Supply Pipeline. Each connection is separately metered.

The WWD water system is described in detail in *Woodinville Water District Comprehensive Water System Plan, March 2019*.

The District owns and maintains one well near the District office as an emergency standby water source. Specific information is provided in the Water System Plan. The District has nine (9) emergency interties. The District has formal intertie agreements with the City of Bothell and the City of Redmond, Northshore Utility District and Cross Valley Utility District..

The District water pipe system totals about 1,400,000 feet, or 260 miles, of 4-inch through 18-inch water mains in 20 service or pressure zones regulated through 45



pressure reducing valves. The District owns and operates five water pumping stations.

The District operates eight water storage reservoirs with a total capacity of 14,900,000 gallons.

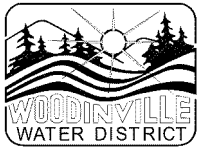
Average Day Demand in 2021 was about 3.68 million gallons per day. The District sees an average potable water demand of 207 gallons per day for Single Family Residential-w (wet weather – excludes irrigation)(SFRw), this same value is also referred to as Equivalent Residential Unit-w (ERUw).

### 1.7.B Private Water Wells

There are a number of wells that are on record with the Washington State Department of Ecology within the District boundary, as seen on **Figure 1-8: Water Well Locations**. Wells within the service area serve individual water supply, are resource protection wells, or have been decommissioned. These wells are typically privately owned, shallow (less than 100 feet deep) wells, with low capacities of 20 gpm or less.

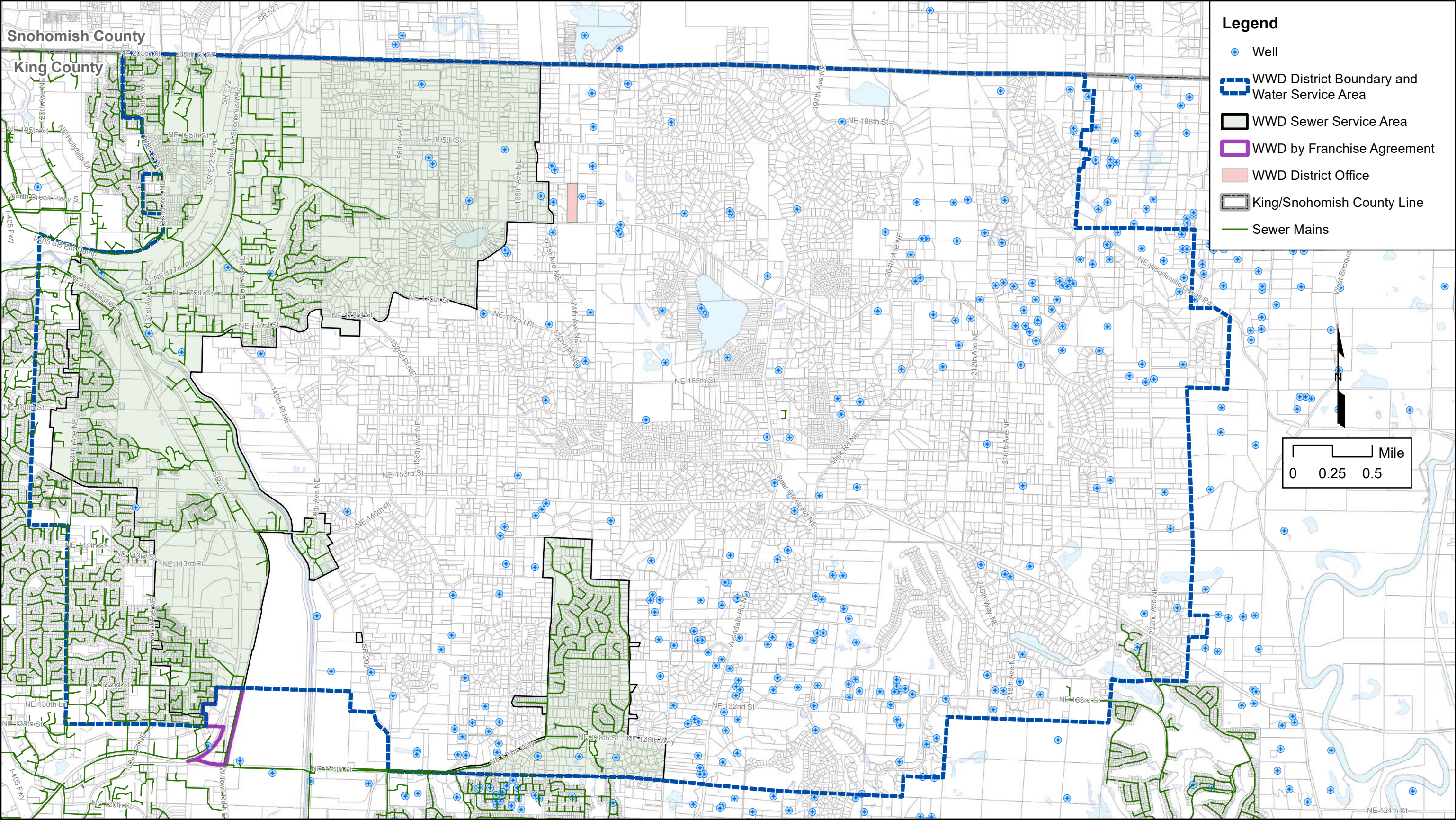
There are 224 wells located within the District boundary. Of these 224 wells, one is classified as a Group A well (wells with 15 or more connections as recorded by the Washington State Department of Health), 49 are classified as Group B wells (wells with 2 to 14 connections, as recorded by the Washington State Department of Health), and 174 are classified as King County wells (most of which are private wells of individual home owners).

It is assumed that these 224 wells serve about 300 homes, which therefore are not typically water customers of the District, however some private wells may be used solely for irrigation.

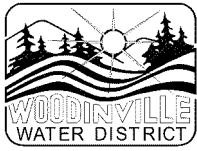


*(Page Intentionally Left Blank)*



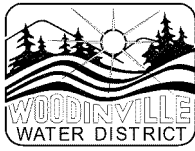






*(Page Intentionally Left Blank)*





## **1.8 MUNICIPAL SEWAGE TREATMENT**

Woodinville Water District does not provide wastewater treatment. The District collects and conveys wastewater to King County Wastewater Treatment Division for treatment, reuse, and/or disposal. Currently, King County is routing the collected sewage northward to the Brightwater Wastewater Treatment Plant, located just north of the District. The facility has capacity to treat up to 36 MGD.

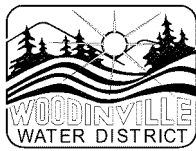
The District's agreement with KCWTD has been in place since the early 1970's and has been extended to be valid until 2036, a copy is attached in Appendix J. The agreement does not contain any specific limits or caps. The District prepares quarterly reports to KCWTD on water sold volumes and advises directly and through plans like this of any known actions that would significantly change volumes or character of the discharge.

## **1.9 ONSITE SEWAGE DISPOSAL SYSTEMS**

There are many privately owned and operated onsite sewage disposal systems within the District's sewer service area (SSA). Most of these systems lie in the eastern portion of the District's SSA. The east sloping topography and larger rural lots of this area have been and remain an obstacle to providing cost efficient public sewer service. The District is not involved with the operation and maintenance of any septic systems. Failure of onsite sewage facilities within the UGA, or development of the properties, may necessitate the need for an extension of sewerage facilities to be constructed by the affected property owners.

It is estimated that approximately 80 percent of the District's residential water customers use onsite sewage disposal systems, most of these customers being outside the UGA. Approximately 25 percent of these customers are inside the UGA. Onsite sewage disposal system depicts a facility located typically on a single lot or tax parcel which incorporates a septic tank discharging to a drain field. Operated properly, onsite sewage disposal systems are an acceptable means of treating and disposing of sewage on a small scale at low development densities.

However, if onsite sewage disposal systems are improperly used, maintained, or are constructed in soils with poor percolation rates, operating problems may develop. Repair scenarios in accordance with WAC 246-272-16501 then may be required by Seattle-King County Public Health authorities to resolve the problem. These repairs may include the addition of treatment devices like a sand filter, a different disposal technique like a mound, or disinfection, or an advanced treatment process may be required. In severe cases, individual properties may be required to use holding tanks and haul sewage to an approved discharge point.



### 1.9.A Schools

There are seven schools within the District service area that lie outside of the Woodinville UGA as shown on **Figure 1-9: Schools**. Five of these schools are not served by sewers due to their locations outside of the UGA boundary and are listed below:

Bear Creek Elementary	–	Northshore School District
Cottage Lake Elementary	–	Northshore School District
East Ridge Elementary	–	Northshore School District
Timbercrest Junior High	–	Northshore School District
Woodinville Montessori School	–	Private

Wilder Elementary of the Lake Washington School District is served by the City of Redmond sewer system.

Hollywood Hill Elementary School of the Northshore School District is outside of the urban growth area but is connected to the Woodinville Water District sewer system through a private sewer siphon.

Two Northshore School District schools located within the SSA and UGA, but are located in the eastern unsewered area, are listed below;

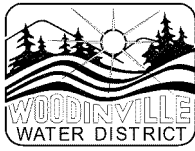
Wellington Elementary	–	Northshore School District
Leota Junior High	–	Northshore School District

The Northshore School District currently trucks sewage from their public schools listed above that are not presently connected by sewer mains. The sewage is hauled to the Woodinville Senior High School site, which is served by Woodinville Water District sewers, and discharged into a sewer manhole at that location.

Woodinville Montessori School has an onsite septic system to dispose of their sewage.

Seven schools are located within the District service area and within the UGA that are served by sewers as follows:

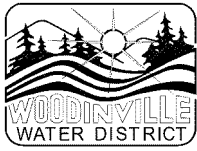
Woodinville Senior High	–	Northshore School District
Kamiakin Junior High	–	Lake Washington School District
John Muir Elementary	–	Lake Washington School District
Sunrise Elementary	–	Northshore School District
Woodmoor Elementary	–	Northshore School District
Mack Elementary	–	Bellevue Christian
Chrysalis School		



Woodinville Senior High, Bellevue Christian – Mack Elementary, and the Chrysalis School are located within the City of Woodinville.

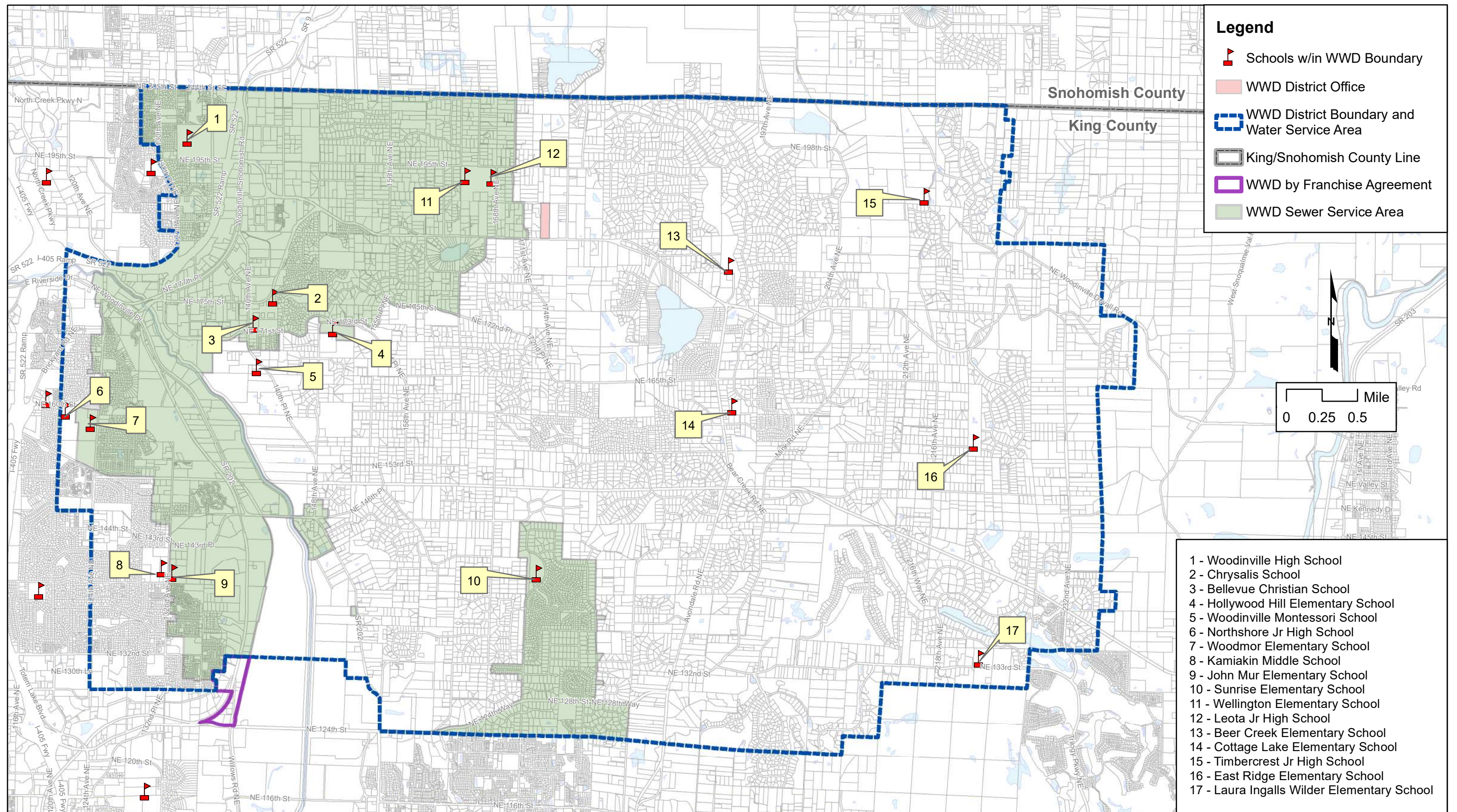
### **1.9.B Shopping Center**

The Casetta Lago Shopping Center is located at 19150 NE Woodinville-Duvall Road in Woodinville. Shopping center sewage is currently trucked from the site as site constraints do not allow for adequate onsite sewage facilities for all wastewater generated by the various businesses. Toilet waste and similar sewage from the shopping center is collected into a holding tank and trucked into the City of Woodinville. Grey water from other wastewater sources is treated and discharged to a drain field immediately north of the shopping center.

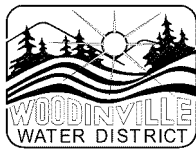


*(Page Intentionally Left Blank)*









## CHAPTER 2 EXISTING SANITARY FACILITIES

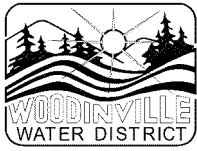
### 2.1 EXISTING PIPE SYSTEM

Based upon review of the District's GIS data and available record drawings, the District has approximately 55 miles of sewer main ranging in size from 6-inches to 21-inches. The extent of the collection and conveyance system is shown on **Figure 2-1a: Sewer System (West)** and **Figure 2-1b: Sewer System (East)**. There may be minor collector sewers, private systems, or force main that are not reflected in this total. Currently there are 1694 pipe segments. An inventory of the existing District gravity collection system piping is seen in **Table 2-1**.

<b>Table 2-1</b> <b>District Gravity Collection System Inventory</b> Pipe Length in Feet							
<b>Pipe Dia.</b>	<b>CIPP</b>	<b>Clay</b>	<b>CONC</b>	<b>DI</b>	<b>HDPE</b>	<b>PVC</b>	<b>Grand Total</b>
6			427	53		200	680
8	438	545	12255	17123	6322	213344	250027
10			2636	3175	1751	13389	20951
12				340	1994	4518	6852
14				376	185		561
15			5934			3267	9201
16				83	824		907
18				159		571	730
21						115	115
<b>Grand Total</b>	<b>438</b>	<b>545</b>	<b>21252</b>	<b>21309</b>	<b>11076</b>	<b>235404</b>	<b>290024</b>

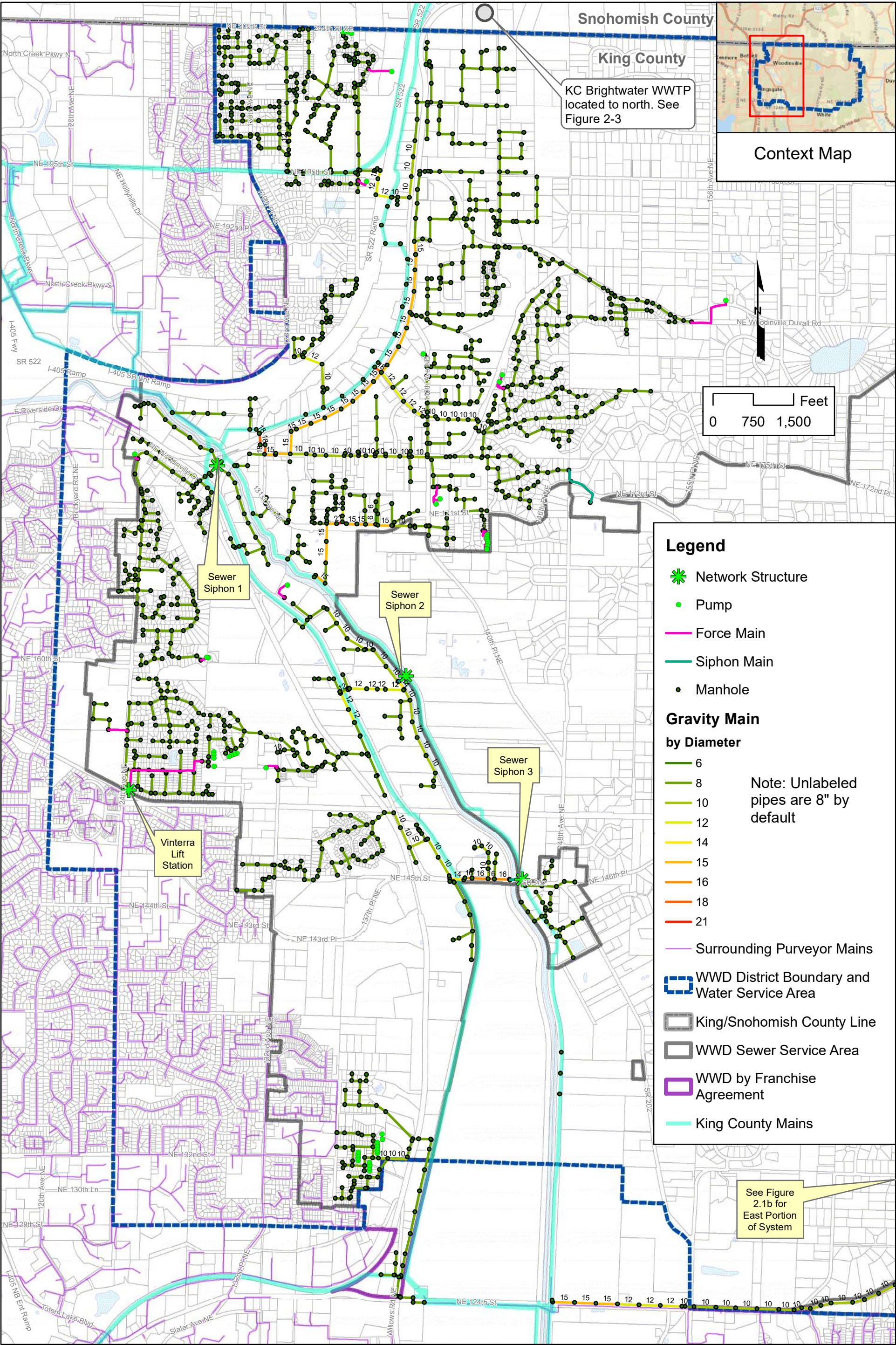
In addition to the gravity sewers shown in **Table 2-1**, the District pipe system includes 3700 LF of 4" and 6" Force Main serving the Sunrise, English Hills, and Vinterra sewage lift stations.

The District maintains approximately 1700 manholes.

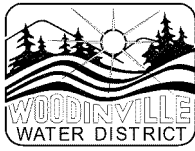


*(Page Intentionally Left Blank)*

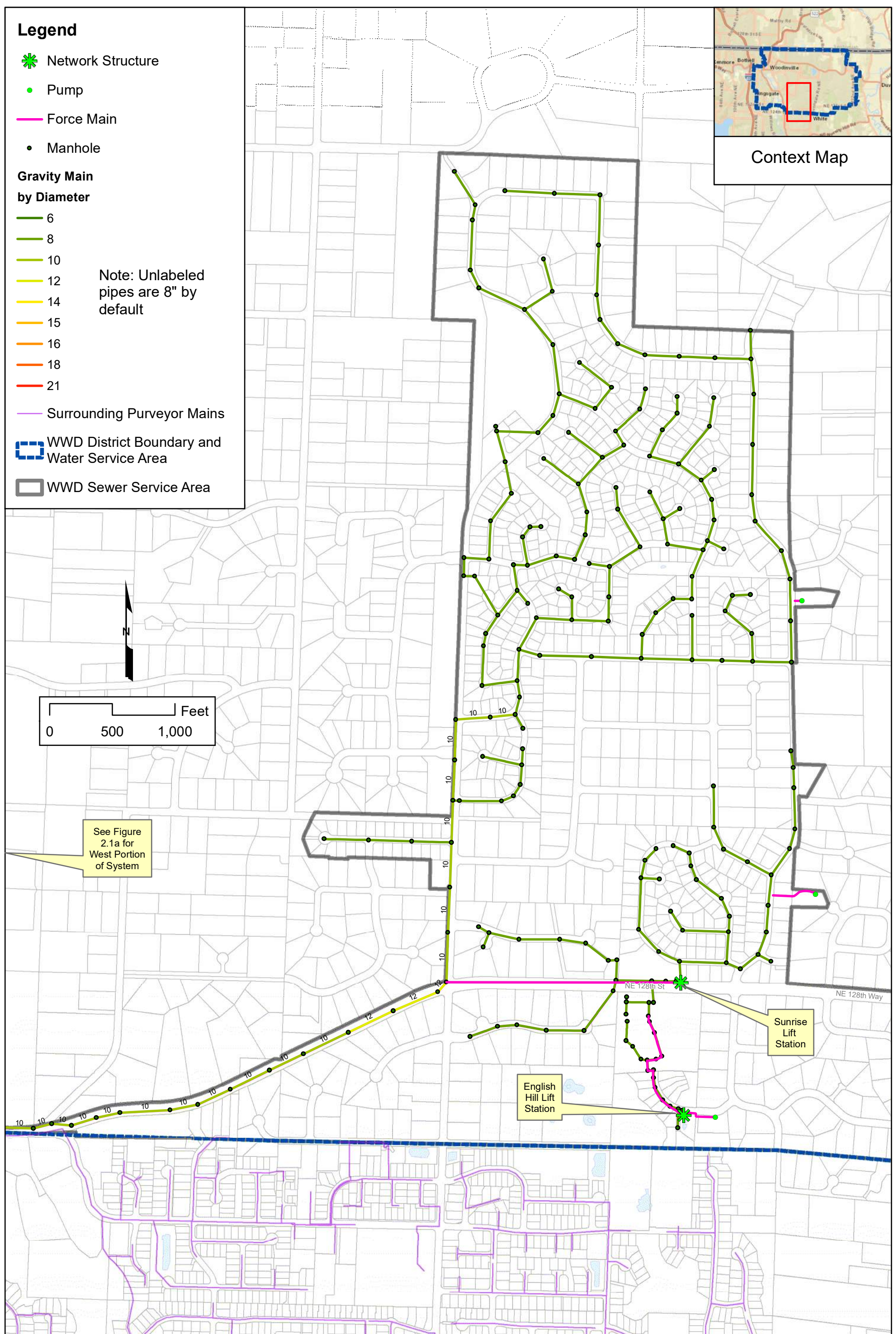


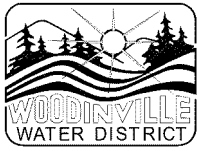




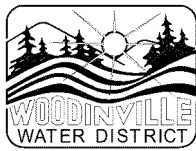


*(Page Intentionally Left Blank)*





*(Page Intentionally Left Blank)*



## 2.1.A Bypass Manholes

Continuing development led to capacity concerns within the pipe system serving Town Center within the City of Woodinville, and the construction of a new sewer connection into the KCWTD Little Bear Creek Trunk. To help address concerns with existing infrastructure, three older manholes were reconstructed to divert normal wastewater flow into this new trunkline. The manholes retain the bypass capability for high flow conditions that would send wastewater into the older pipe system (Basin 8). Bypassing is setup to be performed manually but during more significant flow events the water level can get above the slide gates and automatically bypass to help prevent surface level surcharging. These three manholes are described below and shown on *Appendix B-Figure 5-2.8 Basin 9 – Build Out By Zoning*.

**Manhole 185** in NE 178<sup>th</sup> street at 143<sup>rd</sup> Avenue NE collects normal flow from the northeast and east for discharge west through a 10-inch pipe (IE 117.08) in NE 178<sup>th</sup> Street. An 8-inch pipe south in 143<sup>rd</sup> Avenue NE remains available for bypass.

**Manhole 981** in 140<sup>th</sup> Avenue NE at NE 178<sup>th</sup> Street collects normal flow from the north and east for discharge west through a 12-inch pipe (IE 74.36) in NE 178<sup>th</sup> Street. The 8-inch bypass remains available to flow south in 140<sup>th</sup> Avenue NE.

**Manhole 976** in the Woodinville-Snohomish Road at NE 178<sup>th</sup> Street collects normal flow from the north and east for discharge west through an 18-inch connection (IE 56.84) into the Little Bear Creek Trunk owned by King County. The bypass line is the 15-inch pipe continuing south in the Woodinville-Snohomish Road.

## 2.2 Lift Stations

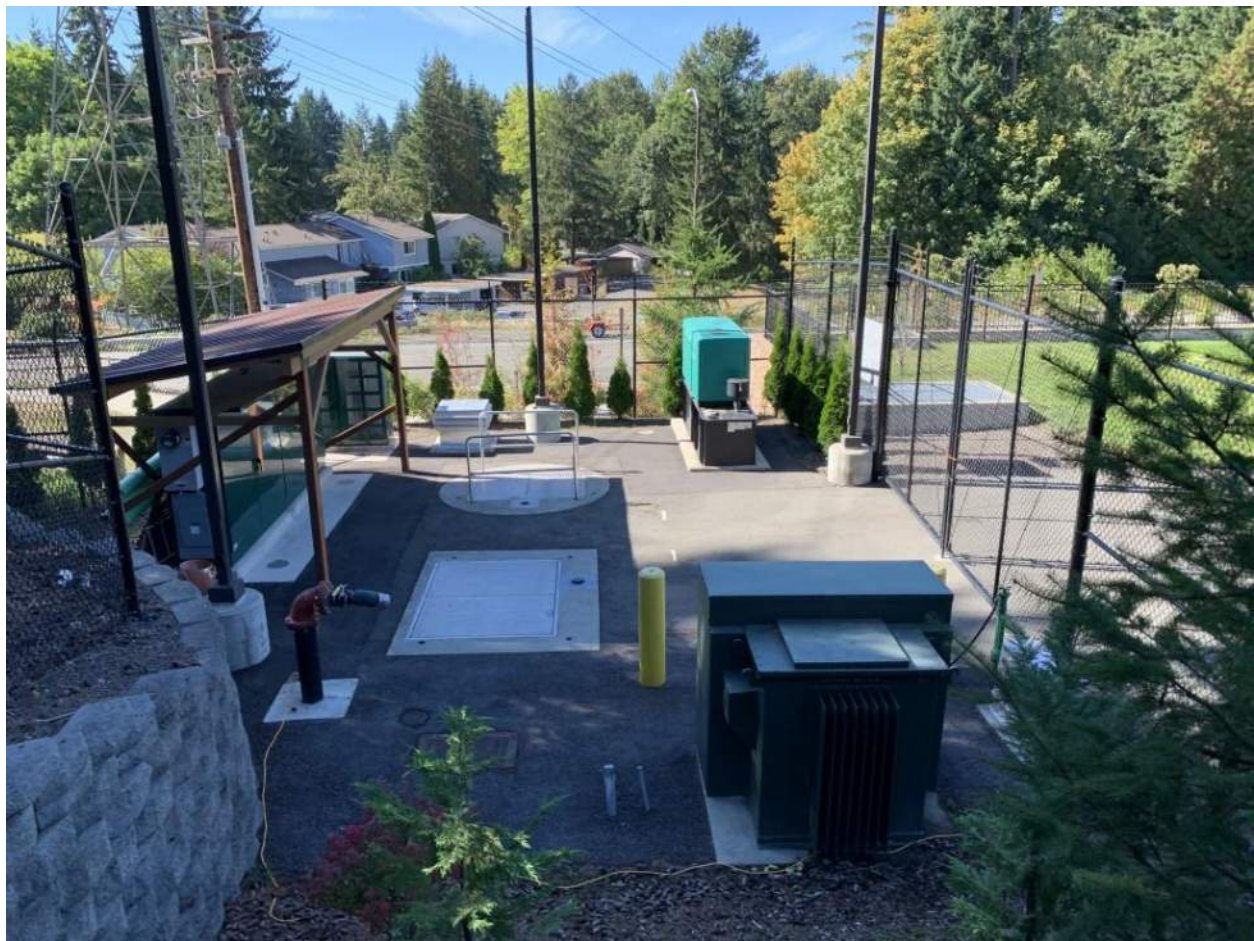
The District currently owns and operates three (3) lift (pump) stations. The lift stations are shown on **Figure 2-1a: Sewer System (West)** and **Figure 2-1b: Sewer System (East)**.

Table 2-2 Lift Station Summary					
Station	Style	# Pumps	Hp	Flow	Emg. Power
Vinterra	Wetwell w/storage	2	40	* 337	Yes
English Hill	Wetwell w/storage	2	7.5	100	Yes
Sunrise	Wetwell w/storage	2	15	270	Yes

\* See description below



- **Vinterra Lift Station** - this is the latest station added to the District and was brought on-line in the summer of 2016. The station is located NE of the intersection of 124<sup>th</sup> Avenue NE and the Tolt Pipeline (near NE 150<sup>th</sup> Street). The station is a duplex pump configuration in a 72" wetwell. Each pump is sized to provide approximately 430 gpm, with about 90 gpm being recycled into the wetwell through a wetwell washing system, leaving approximately 337 gpm being discharged through the force main. This station has a separate valve vault and an emergency power generator. The wet well was sized to provide a minimum of 1 hour of storage.





- **English Hill Lift Station** - This lift station is on NE 124<sup>th</sup> Street east of 172<sup>nd</sup> Avenue NE. The lift station was sized to only serve the English Hill and Kempir developments. The lift station has two 7.5 HP Cornell submersible pumps with a design capacity of 100 GPM assuming, one pump out of service. This capacity is sufficient to meet the needs of full build-out of the developments. Emergency power is provided. Telemetry is provided to monitor eight functions. Station wet well design provides about two hours of emergency storage volume.



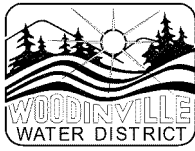
- **Sunrise Lift Station** - This station is located at NE 128th Street east of 172nd Avenue NE. This lift station was sized to serve part of the English Hills development that is inside the District and within the UGA boundary. The lift station has two submersible pumps, Cornell Model 4NNT-SUB 15-4 L000KF with 15 horsepower motors. The pumps alternate in the 'lead' and 'lag' roles. Telemetry is provided for eight alarm conditions. Emergency power is provided. Station design provides about two hours of emergency storage volume.



## 2.3 SIPHON SYSTEMS

Three inverted siphon systems transport sewage from the western portion of the District under the Sammamish River and tie into King County's Sammamish Valley Interceptor. These facilities are shown on **Figure 2-1a: Sewer System (West)** and described below:

- **Siphon No. 1:** The northernmost siphon consists of two barrels; one is a 6-inch steel barrel, and the second barrel is an 8-inch High Density Polyethylene (HDPE) pipe encased in a 12-inch HDPE pipe. The northern siphon crosses the Sammamish River east of NE 175<sup>th</sup> Street. The facility is being rehabilitated (2020-



2022) to upgrade controls and incorporate an automated flushing cycle via a slide gate. A single submersible pump will discharge to the 8" barrel should the siphon experience high water levels.

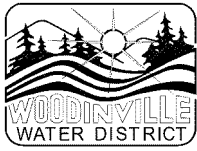
- **Siphon No. 2:** This flushing siphon was built in June 1978 with two barrels, one 6-inch and one 10-inch, with a rock catcher and crosses the Sammamish River west of Gold Creek Park.
- **Siphon No. 3:** The southern siphon was built in September 1984 with two barrels with a rock catcher; one is a combination of 6 and 8-inch diameter pipe and the second barrel is an 8-inch pipe with weir control. The southern siphon crosses the Sammamish River at NE 145<sup>th</sup> Street.

Siphon operation requires more maintenance attention than gravity sewers because under 'no flow' conditions solids will settle at the bottom of the siphon and may plug the pipe. Hence the Ecology 'Design Criteria' require siphons have two pipe barrels in case a blockage occurs. WWD also incorporates the use of automatic flushing to reduce the frequency of maintenance required.

## 2.4 KING COUNTY TRANSMISSION FACILITIES

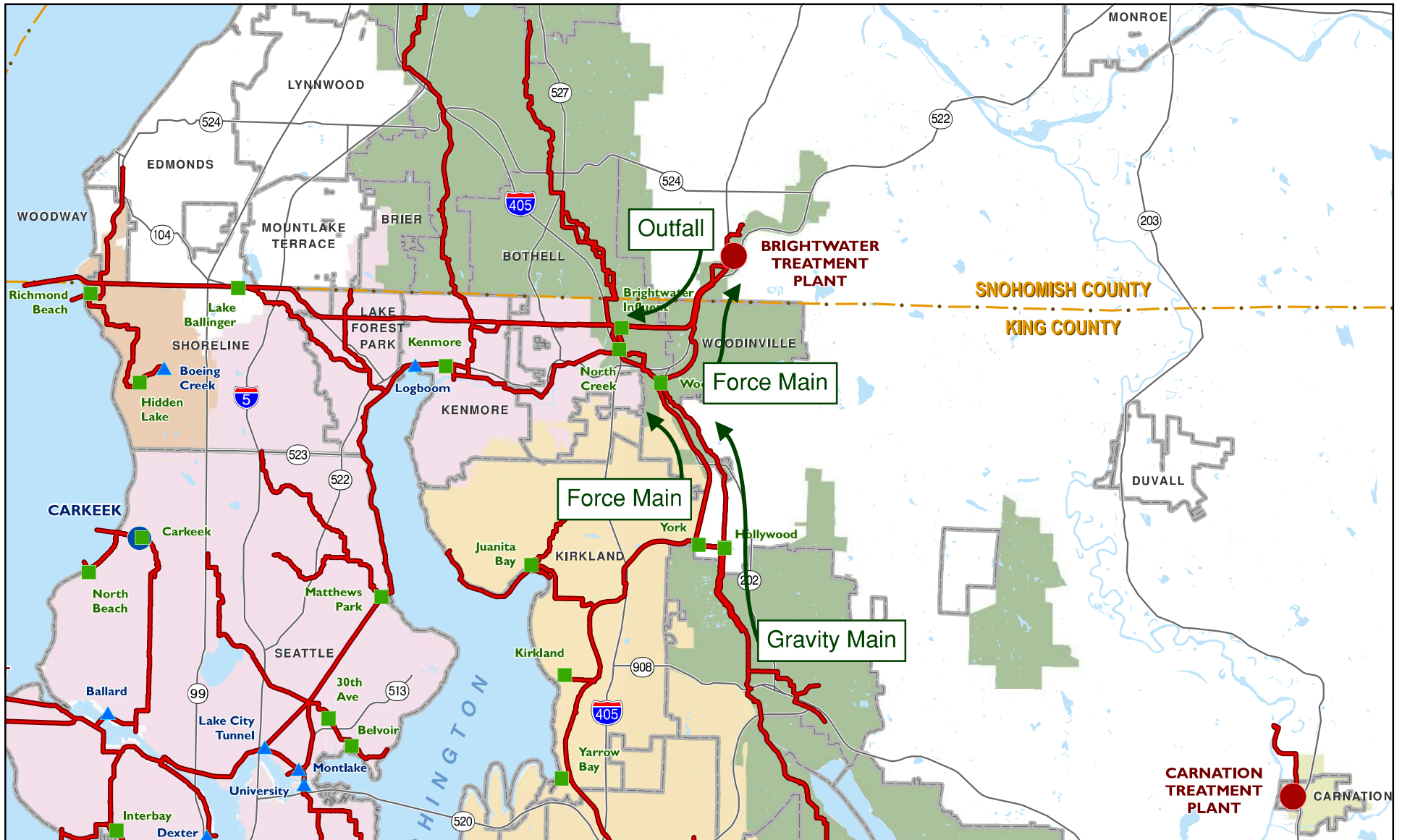
The King County Wastewater Treatment Division is responsible for transmission, treatment, and disposal of all wastewater collected within their defined service area, which includes all of the WWD Sewer Service Area. KCWTD brought the Brightwater Wastewater Treatment Plant online in 2011. Currently, all of the WWD wastewater is conveyed northerly to the new plant.

KCWTD facilities within the District vicinity are shown on **Figure 2-1a: Sewer System (West)**. The County operates and maintains two interceptors within the District's service area, as well as the Woodinville Pump Station. **Figure 2-3: KCWTD Transmission Mains** shows the local area mains and their typical flow direction.

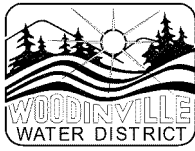


*(Page Intentionally Left Blank)*









## CHAPTER 3 – PLANNING CONSIDERATIONS AND DATA

### 3.1 REFERENCE PLANNING DOCUMENTS

The preparation of this plan relied on several relevant published documents:

- Woodinville Water District – 2007, General Sewer Plan
- Woodinville Water District – 2019, Comprehensive Water System Plan
- City of Woodinville – 2015, Comprehensive Plan
- King County – 2016 (2020), Comprehensive Plan
- Puget Sound Regional Council – Population and Growth
- Washington Administrative Code 173-240-050
- Criteria for Sewage Works Design’ by Washington State Department of Ecology

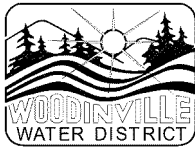
### 3.2 SERVICE AREA DESCRIPTION

The existing 5294-acre sewer service area for the District primarily lies within the urban growth area, as defined by King County, and can be described as comprised by two primary areas; 1.) the City of Woodinville UGA and western edge that interacts with the cities of Bothell and Kirkland, 2.) the City of Redmond UGA, all as shown on **Figure 3-1: Existing Sewer Service Area** and summarized below:

**City of Woodinville** lies generally along the valley formed by the junction of Little Bear Creek and the Sammamish River, with slopes rising to the east and west. Elevations reach about 300 feet to the west, and crest to the east is at about 450 feet above sea-level. Most, but not all, developed properties between these crests are currently served by sewers. Easterly of the east crest, topography slopes much more gradually towards Lake Leota. This eastern area is within the city limits and the UGA, so is eligible to be served by sewers; however, none have yet been extended.

The Sammamish River Valley area south of the City of Woodinville includes a UGA area with residential and commercial zoning areas on the slopes west of the river valley. Most of the valley floor is outside the UGA and not eligible for sewer service, though still within the water service area for the District.

**Bothell/Kirkland:** There are areas along the western edge of the WWD SSA that lie within the cities of Bothell and Kirkland. Although the existing WWD SSA extends into the City of Kirkland, there is a 540 acre area that lies southwesterly of a judicial line (Court Order Line, see Section 1.4 and 3.2.A) that identified Kirkland/Northshore Utility District as the sewer provider.



**City of Redmond UGA** includes a northern appendage known as English Hills and the area around the Sunrise Elementary School. These uplands extend in elevation from about 200 to 500 feet above sea-level. That part north of NE 124<sup>th</sup> Street is served by the District.

### 3.2.A Sewer Service Area Revisions

The western edge of the existing sewer service area (SSA) is very complex due to hilly topography, court decisions, and the availability of neighboring sewer agencies to provide gravity service. In the preparation of this plan, a thorough review of the western boundary area and several inter-local agreements was performed to delineate actual sewer service for lots in the area. A revised SSA was then developed to delineate existing service areas as well as the most efficient sewer provider for unsewered properties given the expected flow paths of wastewater.

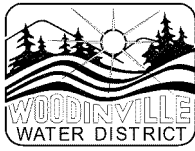
The revised SSA removes area from the District's responsibility and transfers it to the providers currently providing sanitary service. The purpose of the SSA revision is to clarify for the agencies and the property owners the responsible provider for that location. The transfer will not require any new Inter-Local Agreements (ILA) and would void that portion of existing ILAs that requires the constructed sewer facilities to be transferred to WWD.

The majority of area proposed to be removed is the area southwest of the "Court Order Line". The line was the result of a Superior Court Judgement No. 607978, ("Judgement") that was handed down regarding the sewer service boundary between NE Lake Washington Sewer District, (NUD) and King County Water District 104, (Woodinville Water District). Resolution 105 was approved by Water District 104 on July 6, 1964, settling the existing litigation based on topography and the availability of service from existing facilities.

The revised (reduced) WWD SSA area is shown in **Figure 3-2: SSA Revisions**. A more specific detail map showing the areas being affected is shown on **Figure 3-2a: Areas Removed from WWD SSA**, the areas being removed from WWD SSA are listed below:

- |          |              |  |
|----------|--------------|--|
| • Area A | 19.18 acres  | located in Woodinville and being served by Bothell |
| • Area B | 130.40 acres | located in Bothell and being served by Bothell     |
| • Area C | 54.58 acres  | located in Bothell and being served by NUD         |
| • Area D | 51.88 acres  | located in Woodinville and being served by NUD     |
| • Area E | 539.94 acres | located in Kirkland and being served by NUD        |

All of the above area removed under the revised SSA remains within the District's 18,958-acre corporate boundary and Water Service Area (WSA). The Woodinville Water District (WWD) would continue to supply water service to all properties in the WSA. Sewer service, to the removed areas, under the revised SSA would continue



to be provided by the City of Bothell and the Northshore Utility District (NUD), as appropriate. These agencies are shown on **Figure 1-4: Adjacent Providers**.

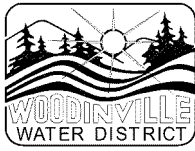
The Plan also identifies a 46-acre area that lies outside of the current District corporate boundary and SSA, that is receiving sewer service from the District through an Interlocal Agreement with the NUD.

The Revised SSA also includes 59 acres of additional area being served through annexations, being “grandfathered” (in service before UGA requirements) or served through an allowable exception..

This revision will reduce the WWD SSA by 796 acres from 5,294 acres (pre-2021) to **4,498 acres** and more accurately reflect the actual flow conditions that require District responsibility.

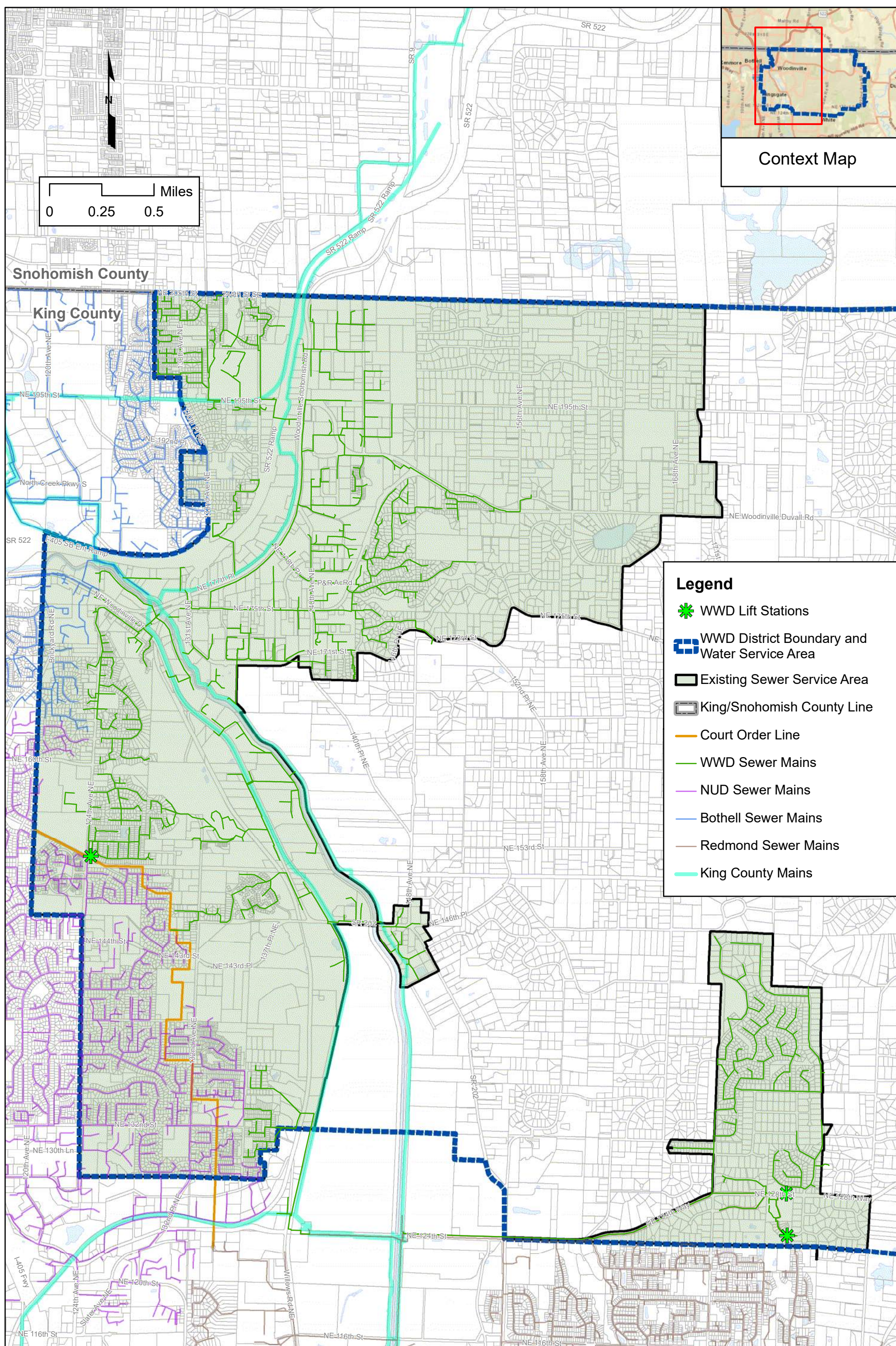
To clarify, the transfers occurring under the revised SSA regards only the responsibility for sewer service. No physical assets such as pipes and manholes are proposed to change ownership. The revised SSA has been used for all general maps presented in this plan and is the basis for planning area calculations in this chapter.

Even with the revised SSA in place, there are areas where adjacent sewer providers will continue to provide service within the District’s SSA. This will occur until such time as downstream capacity improvements and sewer main rerouting projects, are constructed. Details of this construction is described in Chapter 5.

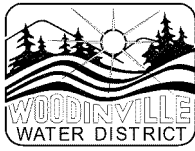


*(Page Intentionally Left Blank)*



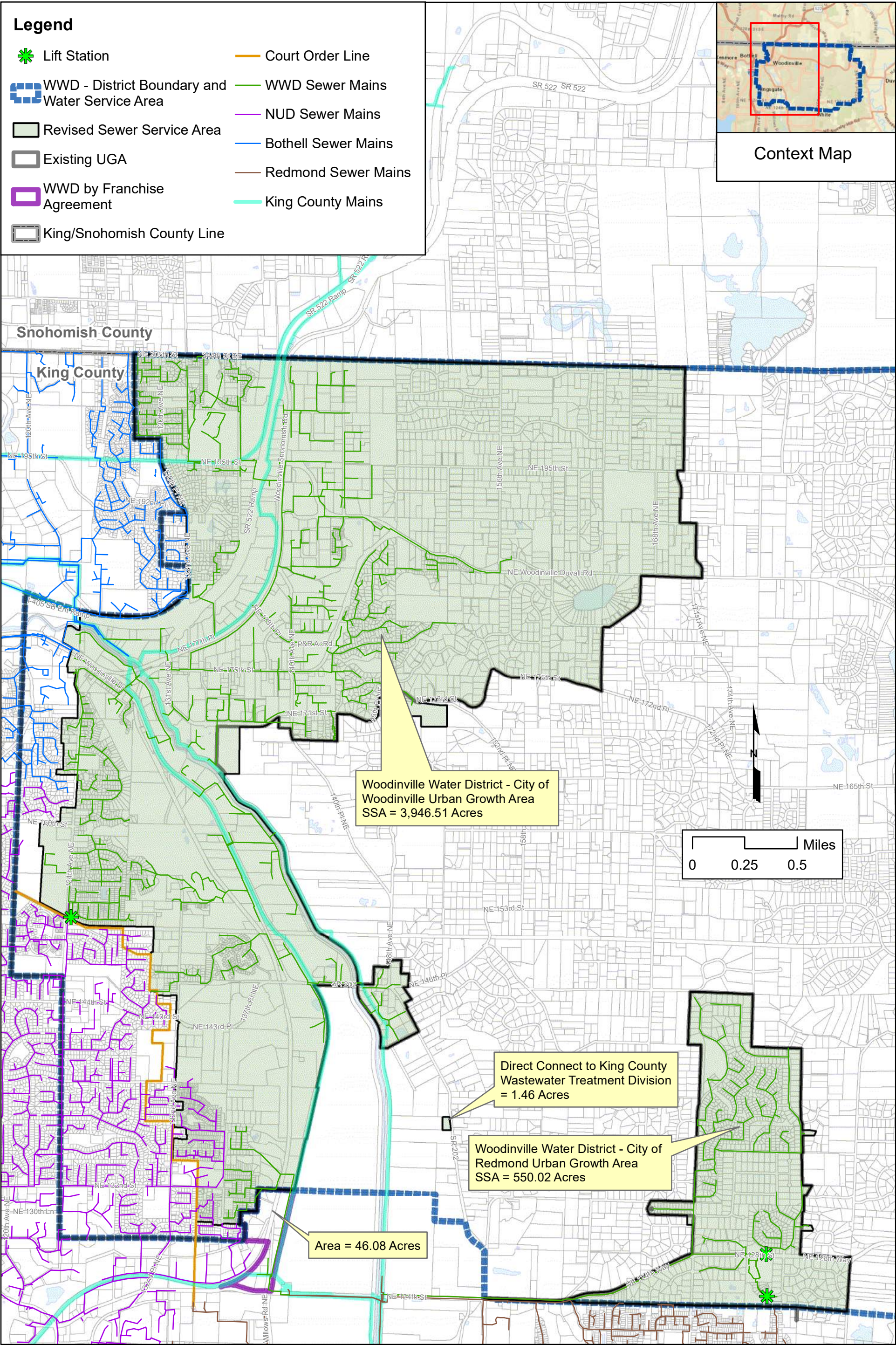




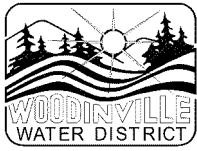


*(Page Intentionally Left Blank)*



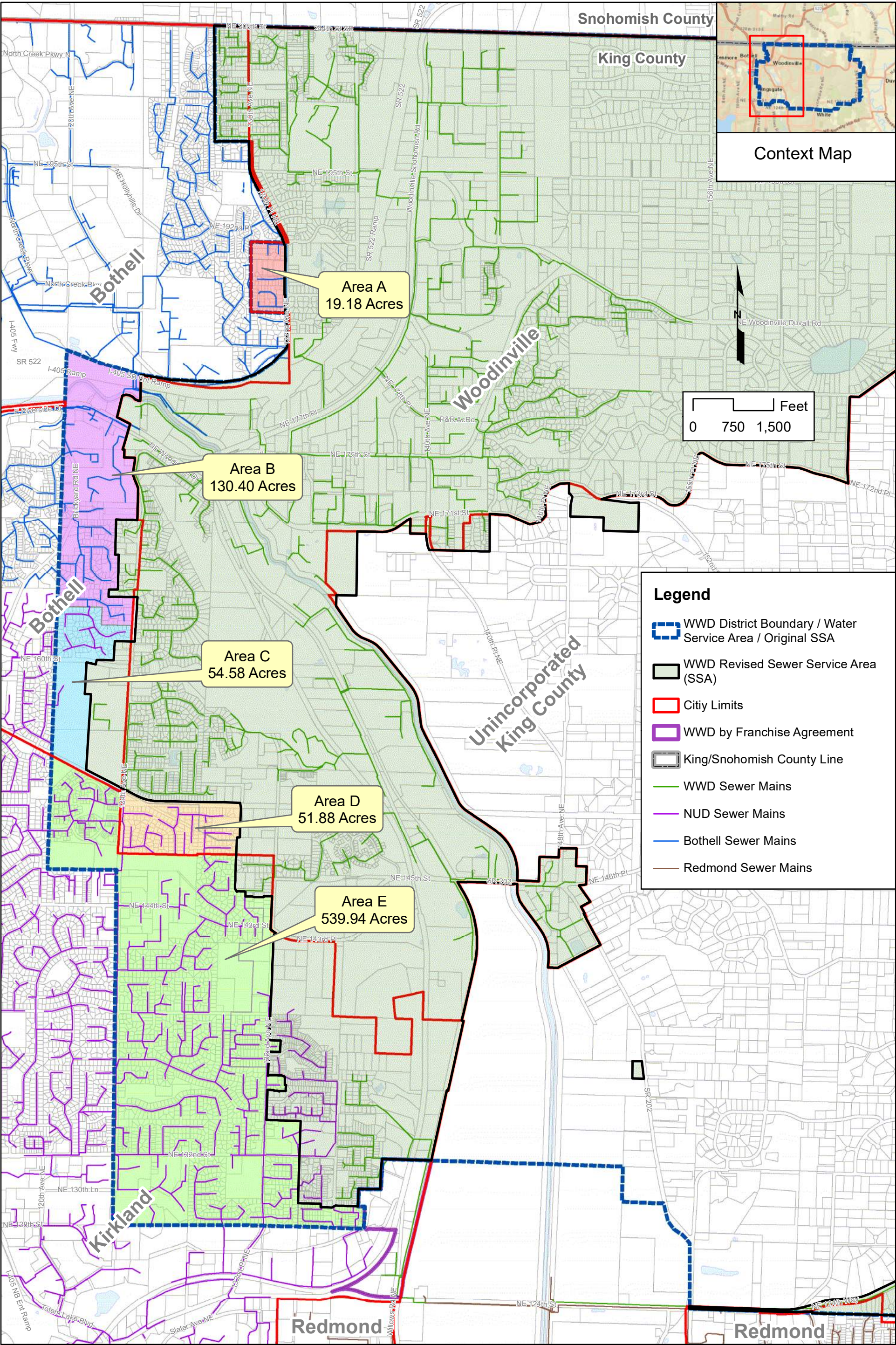






*(Page Intentionally Left Blank)*



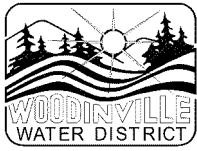


Areas Removed from WWD SSA

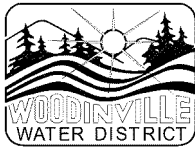
FIGURE 3-2a

Comprehensive Sewer Plan





*(Page Intentionally Left Blank)*



### 3.3 LAND USE

#### 3.3.A Growth Management Act

The State of Washington adopted the Growth Management Act with the intent of concentrating most new development and population gains within urban areas of the more populous and rapidly growing counties. These counties are required to define an urban growth boundary within which urban services like sewers are provided, and any new parcels created outside that boundary must be low density with sufficient acreage to support onsite sewage disposal systems conforming to State Health regulations.

Only two exceptions to the prohibitions of sewers outside the urban growth boundary are recognized under state law:

- Public schools outside the urban growth boundary can be served by sewers, but are not required to be served.
- Areas of existing development outside the urban growth boundary where sufficient onsite sewage disposal systems have failed as to create a “severe public health hazard”, as determined by King County – Dept. of Health, can be served by sewers.

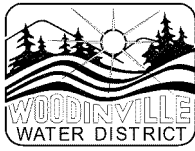
Sewers provided in either of these cases can be satellite systems limited to serving just the qualified and defined parcels; or a sewer extension can be “tight-lined” to convey wastewater from the qualified and defined parcels into the urban growth area for connection to the existing sewer system. The south and east limits of the SSA is consistent with The City of Woodinville’s UGA. **Figure 3-3: UGA Limits** shows the UGA boundary in relation to the City of Woodinville and its neighboring agencies.

Additionally there are a few parcels that lie outside of the UGA limits that have been included in the District’s SSA and are receiving sewer service. Most of these connections either predate the Growth Management Act or were annexed into the SSA as the result of a failing septic system.

#### 3.3.B City of Woodinville

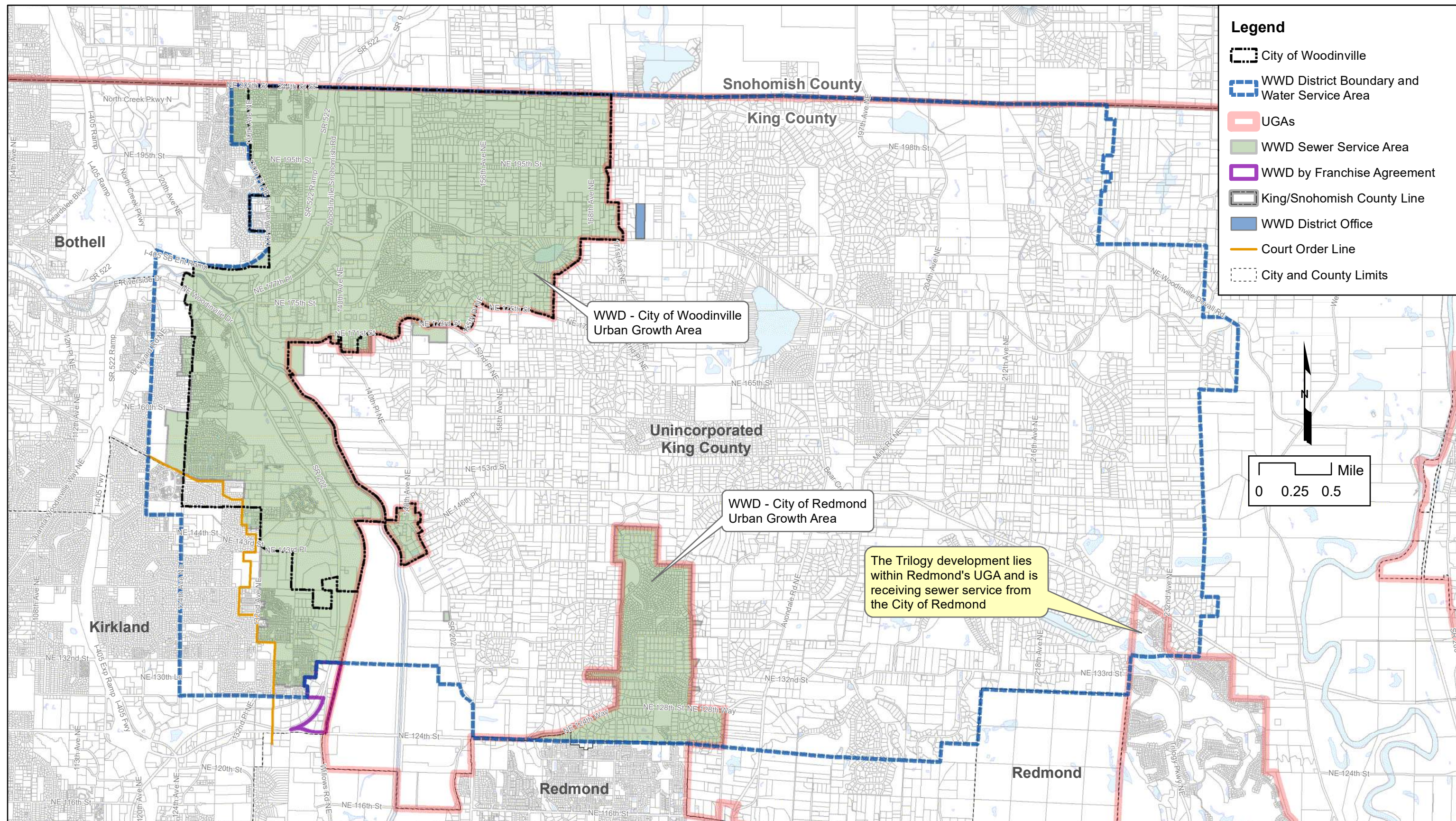
The City of Woodinville updated the city’s Comprehensive Plan in 2015. **Figure 3-4: Woodinville Future Land Use Designations** identifies the projected use. Relative to the District, the most significant effect of the plan update was the “upzone” of the density and extent of the Central Business District (CBD). The CBD has a stated density of 36 housing units per acre, however application of several exceptions and allowances has allowed significantly higher densities.

#### 3.3.C King County, Bothell, Kirkland and Redmond

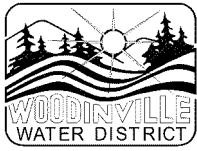


Land Use within the District's service area but outside the cities' urban growth boundaries is administered by King County. Almost all of the SSA within the land jurisdictions of Bothell, Kirkland and Redmond is zoned for residential lots. **Figure 3-5: Zoning** shows the zoning summary currently assigned by the various jurisdictions where the land is within the SSA. The land use (population density is used in Chapter 4 to establish future (build out) sewage flow projections.









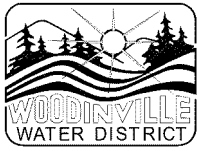
*(Page Intentionally Left Blank)*



Date: December, 2015  
Source: City of Woodinville, BERK

**FIGURE 3-4**

## Comprehensive Sewer Plan

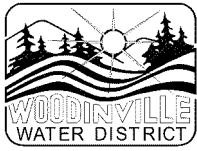


*(Page Intentionally Left Blank)*

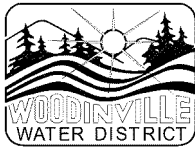








*(Page Intentionally Left Blank)*



### **3.4 RELATIONSHIPS WITH ADJACENT SEWERAGE AGENCIES**

Sewerage agencies surrounding the District and municipalities are shown in **Figures 1-3 and 3-3**. Interagency agreements are included in Appendix F and F-1 as separately bound documents. Most of the interagency agreements allow a neighboring agency to provide sewer service within the District's SSA, to the specific properties identified, until the District has the facilities to serve the property. Once the District is in position to provide service, the current provider will transfer the facilities to the District.

#### **3.4.A City of Bothell**

Woodinville Water District Resolution 309, dated January 19, 1970, is included in Appendix F and represents an agreement between the City of Bothell and the District regarding pending and future annexations by the City of Bothell.

#### **3.4.B City of Redmond**

In July 1988, the District signed an interlocal agreement, included in Appendix F, with the City of Redmond to set future water and sewer service area boundaries. The common service boundary is the extension of NE 124<sup>th</sup> Street.

The Trilogy at Redmond Ridge Urban Planned Development (formerly known as Blakely Ridge) Master Planned Development in the southeastern corner of the District's water service area is bisected by the District WSA boundary, but is outside of the District's SSA. The District has agreed to consider allowing the City of Redmond to provide sewer service to the portion within the District because the District does not have sewer facilities in the vicinity; however, water service will be provided by the District to the lots within WWD's WSA.

#### **3.4.C Northshore Utility District**

The Northshore Utility District is located along the southwestern corner of the District's sewer service area. Resolution 105, dated July 6, 1964, set the boundaries for sewer service and annexation issues between the two agencies (Court Order Line). Because of the topographical difficulty of providing service to the Kingsgate area, the Northshore Utility District actually provides service to this area within the District's sewer boundary. The two agencies also have a number of interim agreements where the Northshore Utility District is allowed to serve some parcels within the District's service area boundaries until such time in the future when the District has the facilities to provide sewer service to these parcels.

#### **3.4.D Cross Valley Water District**

The Cross Valley Water District is located in Snohomish County north of the District and east of State Route 522 at the county line. Historically, Cross Valley utilized a



small portion of the District's sewer mains to convey flow to the King County transmission mains. The creation of the KCDNR Brightwater treatment facility has eliminated that need. Cross Valley Water District no longer has any sewer interaction with the District. WWD does still provide water service to 39 residences in Cross Valley through an interlocal agreement.

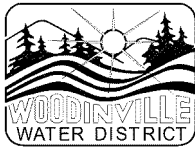
### 3.4.E King County Department of Natural Resources

In May 1973 and March 1989, the District entered into a long-term agreement with the Municipality of Metropolitan Seattle (Metro), as the regional sewerage authority, to provide sewage treatment and disposal as well as interception/conveyance of the District's collected wastewater. **Figure 3-6** shows one of these facilities.



**Figure 3-6 – King County York Pumping Facility**

King County and Metro merged in 1994, and the regional sewer system, established in the 1960s to clean up the waters of Lake Washington and the central Seattle waterfront, became the responsibility of the King County Department of Natural Resources, Wastewater Treatment Division (Metro/WTD). Now the Department of Natural Resources is known as the Department of Natural Resources and Parks. In this Comprehensive Plan, the regional sewer system is referred to as the KCWTD system.



KCWTD owns and operates the Hollywood, Woodinville and York pump stations, the Sammamish Valley Interceptor, the Little Bear Creek Trunk and all other downstream conveyance, treatment and disposal facilities. District wastewater flows through these facilities for treatment and disposal. A discussion of the King County facilities is found in Chapter 1.

### 3.5 POPULATION AND FORECASTS

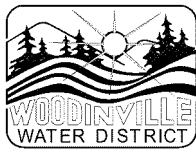
#### 3.5.A Existing Sewer Connections

Of the 3,700 District sewer customers, there are approximately 3,100 residential accounts and 600 accounts designated as commercial, industrial or municipal. All sewer customers receive water from the District, though some water customers send their sewage to adjacent agencies like Northshore Utility District or the City of Bothell, and others are connected to on-site septic systems. Most of the existing customers for sewer service by the Woodinville Water District are within the City of Woodinville city limits; however, about 700 residential accounts are within the City of Redmond UGA.

#### 3.5.B Population and Growth

Based on current connections, basin flow monitoring, water consumption records and a county wide average of 2.3 people per housing unit (connection), the population served by the sewer system is in the range of 10,000. The PSRC reports that the City of Woodinville was approaching a population of 13,000 in 2020. A large portion of the difference in these values is the large unsewered area in the NE portion of the SSA.

There are several sources for growth projections. WWD completed their Comprehensive Water Plan Update in 2019, the City of Woodinville completed their Comprehensive (UGA) Plan in 2015 and the Puget Sound Regional Council (PSRC) maintains an ongoing database of population and growth projections utilized by the cities and counties alike. **Table 3-1: General Population Growth Projections** compares the different sources. The table suggests that population density and resulting sewer flows could be expected to grow, on average, between 1% and 2% per year over the next 20 years. These projections do not take into account large (re)-development projects that can place a sudden and localized demand onto the utility systems.

**TABLE 3-1: General Population Growth Projections**

Source	Description	2020	2025	2030	2035	2040	Net Annual Growth Rate
PSRC-Current (pop)	City of Woodinville	12477	13690	15006	16303	17570	2.04%
	KC Rural UGA (comparative)	114828	118437	121854	123527	123673	0.39%
COW -CP (2015) (pop)	City of Woodinville	12703	14357	16226	17318	17785	2.00%
WWD Water (2019) (ERU)	ERU - Med	18691	19407	20150	20822	21476	0.74%
WWD Water (2019)(MGD)	Max Day Demand	10.6	11.2	11.7	12.3	12.8	1.03%

\* Refer to Table 3.2 for Wastewater planning

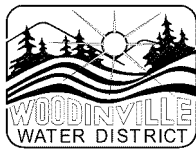
Actual wastewater flows (and water demand) are expected to grow at a slightly lower rate than the population at large due to water conservation measures (i.e., Low flow toilets) being incorporated into new construction and remodeling. Additionally, there has been a steady trend of much of the recent growth taking the form of high density housing located closer to the urban centers. The high density growth tends to have a lower per housing unit water and sewer impact as compared to Single Family Residences located in the rural areas. The downside to this trend is that increases in sewer flows are being projected into the older portions of the existing collection system.

The Woodinville Water District is in a responsive position relative to growth. The cities and county determine the potential extent through Urban Growth Area limits, then the cities determine the land use and density through zoning. Finally, the actual growth achieved is the result of numerous factors:

- Overall Economy
- Area Economic Health
- Business Decisions
- Home Pricing
- Cost of Utility Extensions
- Environmental Permitting Issues
- Water Conservation and Building Codes

Growth is not uniform. The rate of growth is expected to decrease as an area approaches full development. The City of Woodinville is projecting a rate of 2.8% for the next 5 years, declining to 0.6% in years 15-20. Secondly, actual growth can





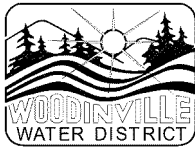
be very erratic. One or two large projects may come on-line in a single year providing an 8% increase, followed by several years of low or no growth.

**The intent of sewer system piping is that it can provide over 50 years of useful life. For purposes of analyzing the wastewater collection system, this plan focused more on the projected flows at full development (build out) as all of the municipal population growth projections for the 20 year horizon do not reflect directly into growth in wastewater flow. Wastewater growth can result from several different aspects.**

- Service Expansion within existing population (sewer service provided to existing neighborhoods).
- Service Expansion through Extension (ie. New plats)
- Infill Development.
- Increased Population Density (mixed use re-development).

The Full Development (Build Out) approach focuses on the available acreage and the applicable zoning to identify the upper limit of potential wastewater flow that may develop from any given basin. Table 3.2 lists data for the primary wastewater basins and the resulting wastewater flows and equivalent population served.

<b>TABLE 3-2: Build Out Flow and EQ. Population Projections</b>						
<b>Primary Basin</b>	<b>Ex. Acres</b>	<b>Ex. Flow (gpd)</b>	<b>Est. EQ Pop<sup>1</sup></b>	<b>BO acre</b>	<b>BO Flow (gpd)</b>	<b>Est. BO EQ Pop<sup>1</sup> (2070)</b>
1	246.5	77784	1,124	246.5	181,615	2,623
3	45.8	12385	179	92.6	148,065	2,139
4	150.0	59305	857	150.0	122,168	1,765
5	208.7	50053	723	208.7	198,617	2,869
6	124.1	52861	764	162.9	214,096	3,093
7	53.6	48875	706	87.9	499,727	7,218
8	148.9	109500	1,582	182.1	834,979	12,061
9	175.7	143869	2,078	175.7	547,510	7,908
10	225.6	127400	1,840	225.6	428,386	6,188
11	104.4	52033	752	104.4	99,417	1,436
12	179.1	72729	1,051	189.3	196,927	2,845
<b>Total</b>	<b>1662.4</b>	<b>806795</b>	<b>11654</b>	<b>1825.7</b>	<b>3471509</b>	<b>50144</b>
City of Woodinville Comparative Values <sup>2</sup>			12703 (2020)			17785 (2040)



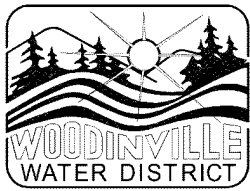
### 3.5.C Industrial Customers

Currently the District has 6 accounts that have been identified as part of the King County Industrial Waste Program and are subject to additional permitting and testing requirements.

<b>Table 3-3 Industrial Customers</b>		
<b>KC Account No</b>	<b>Company Name</b>	<b>July-September 2021 Surcharge Treatment Cost (magnitude indicator)</b>
5101180	Ste. Michelle Wine Estates	\$26,525.03
5102438	Black Raven Brewing Co.	\$3,138.22
5105988	North Cascades Inc.	\$12,914.46
5419910	Garden Fresh Foods Inc.	\$4,680.86
5421300	Precor Inc. – Plant 2	n/a
	Kiewit	(new connection, minimal history)

King County Water Treatment Division is responsible for review and permitting of all industrial wastes that discharge to the WWD sewer collection system and ultimately the KCWTD treatment facilities. When a new or redeveloped discharge connection is requested from the District by a property owner, the District does an initial screening to gage loading, Ph and likely constituents. If any triggers are identified, then the owner is referred to KCWTD for a more thorough review and permitting. KCWTD processes the permit and returns the permitting approval, with service conditions and limitations, or determination back to WWD. The District then proceeds with connection permitting.

The District does perform any special monitoring or reporting, all sampling and monitoring is performed by KCWTD. The District will notify KCWTD if they identify any discharges or observe pipe condition that would indicate a non-permitted industrial waste discharge or sub-standard pre-treatment.



## CHAPTER 4 – WASTEWATER FLOW MONITORING AND DESIGN CRITERIA

### 4.1 PROGRAM APPROACH AND GOALS

#### 4.1.A Overview

In support of preparing this Plan, the District elected to do a period of flow monitoring to refine the data available and improve the accuracy of the hydraulic model. To do cost effective flow monitoring, collection basins were delineated based on applicability of installing temporary flow monitors. Where possible, the flow monitors were installed near the connection point to King County (KC) transmission mains.

King County had previously done an area wide Inflow and Infiltration study in the early 2000's. The KC basins were used as the analysis basis in the District's 2007 General Sewer Plan. This Plan has attempted to use similar basins and designations where possible, but the basins presented here may not be directly comparable with the earlier efforts due to monitoring points, changes in basin size and connection points.

#### 4.1.B Goals

The primary goals were to produce a site-specific data set that reflected current conditions and would serve as the basis for the hydraulic capacity model analysis to follow. Data points included:

- Basin flow magnitudes and diurnal pattern
- Determination of sanitary peaking factors
- Determination of Inflow and Infiltration magnitudes
- Correlation with Rainfall events

Flow data for model calibration

#### 4.1.C Approach And Basin Delineation

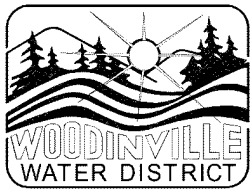
Basins were delineated based on potential metering locations and the ability to define the developable land area that would contribute. The 2007 General Sewer Plan used basin designations such as WDN001 and WDN002. The basins have been re-defined for this plan to coincide with available monitoring points and to provide more definition to the basin's extents. The basins have been grouped into series (1-13) (21-25) (31-34) (41-43) depending on their status and features.

**Figure 4-1: All Basins** shows the delineation of these basins. Each basin is shown with a unique identifier with a circle such as **4** for basin 4. The basins are generally described in Section 4.2 however additional delineation for basins 1-13 is as follows:

#### Primary conveyance basins (1-13)

Subscripts and subareas are shown to differentiate between area that did not contribute to the flow monitoring measurements within the primary basins.





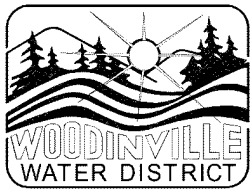
- “a” and “b” subscript denotes areas that flow into a primary basin area, shown as **5<sub>b</sub>**
- “f” is used to denote unsewered Future basin areas that will extend from a primary basin, shown as **8<sub>f</sub>**

Flow monitors were installed at 10 of the 13 large basins with the intent of collecting continuous data during both dry and wet season periods. The work included installation of a rain gauge at the WWD office.



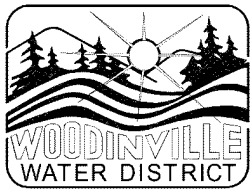






*(Page Intentionally Left Blank)*





## 4.2 CONVEYANCE BASIN DESCRIPTIONS

**Basin 1** comprises about 201 acres in the English Hills area within the City of Redmond urban growth area. The sewer service area consists of existing served area, 141 acres, that is essentially fully developed except for a few parcels and a large block of existing homes on septic systems, 60 acres. It is all single family with one elementary school.

**Basin 2** has about 93 acres developed as single family on either side of NE 124<sup>th</sup> St. and is within the City of Redmond urban growth area. Two existing lift stations, operated by the District, are located within this basin. This basin was not flow monitored as all the discharge came through lift stations.

**Basin 3** presently has 93 acres of area, but only 46 developed acres located to the south of the District. Most is single family residential up-slope of the railroad. The next-largest portion of the area is zoned for mixed use and commercial.

**Basin 4 includes** about 150 acres west and up-hill from the Chateau St. Michelle Winery on NE 145<sup>th</sup> Street within the City of Woodinville, as well as a portion of residential east of the river. About 40 acres are developed industrially and the remainder is single family.

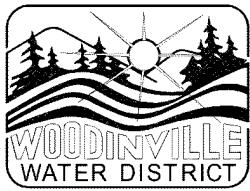
**Basin 5 serves** approximately 209 acres west of the Sammamish River and the Woodinville-Redmond Road within the City of Woodinville. Approximately 135 acres are single family, and the rest is industrial.

**Basin 6** includes approximately 124 acres along the western boundary of the City of Woodinville east of 124<sup>th</sup> Avenue NE and north of NE 160<sup>th</sup> Street. Approximately 9 acres are multi-family or mixed use, 8 acres are commercial or religious, 3 are industrial, and the remainder is single family.

**Basin 7** currently serves approximately 54 developed acres east of the Sammamish River along NE 171<sup>st</sup> Street in downtown Woodinville. Approximately 4 acres are single family, 10 acres of multifamily, and the remainder is commercial. This Basin contains the southern extent of the City of Woodinville's Central Business District.

**Basin 8** includes approximately 182 acres along NE 175<sup>th</sup> Street in downtown Woodinville. Except for approximately 7 acres of multi-family, 8 acres of public/institutional, and 46 acres of single family, the rest of the basin is commercial/mixed use. This Basin contains the central majority of the City of Woodinville's Central Business District.

**Basin 9** has approximately 176 acres east and uphill from B8 along NE 175 Street. Except for 35 acres of commercial, 23 acres of multi-family residential and 1 acre of



public/institutional, it is all residential. This Basin contains the northern extent of the City of Woodinville's Central Business District.

**Basin 10** encompasses approximately 226 acres in the City of Woodinville east of Woodinville-Snohomish Road and up the Woodinville-Duvall Road. Approximately 40 acres are single family residential, approximately 42 are commercial/mixed use, and the rest are industrial.

**Basin 11** includes approximately 104 acres in the City of Woodinville, east of Washington SR 522 and north of B10. Within the basin there are approximately 12 acres of commercial use, with the remainder for industrial use.

**Basin 12** includes approximately 189 acres in the City of Woodinville, west of Washington SR 522 and north of B10. Within the basin, there are approximately 18 acres of park, 38 acres of public/institutional, and the rest is single family.

**Basin 13** includes approximately 46 acres in the City of Woodinville, west of Washington SR 522 and south of B12. Within the basin, there are approximately 4 acres of commercial, and the rest is single family. This basin was a low priority for monitoring and was not modeled as staff reported no capacity concerns.

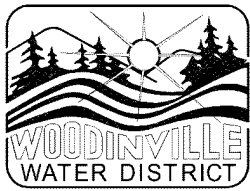
The above 13 basins reflect those within the UGA and are of primary importance due to the current or future development density and were targeted for flow monitoring as discussed earlier. The other basins are secondary with general descriptions as follows:

**Basins 21-25** are small basins with direct connections into the King County Wastewater Treatment Division (KCWTD) mains. These basins were not targeted for flow monitoring and their direct connections resulted in their exclusion from the modeling.

**Basins 31-34** are basins with topography that typically prevent development such as steep slopes.

**Basins 41-43** are basins within the existing SSA that is presently unsewered.

Basin numbers not listed above or outside the ranges provided above are to be considered reserved for future delineations. Future delineations should be selected based on the features described above. Examples: If another basin was identified in the future that possessed steep slopes, then Basin 35 would be appropriate. If it had a direct connection to KCWTD mains then 26 would be appropriate, etc.



### 4.3 FLOW MONITORING

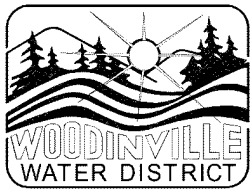
Flow monitoring was performed by Hach Data Delivery Service using Hach FloDar meters with cellular data transmission. The FloDar units use a form of radar to collect velocity and flow depth information and do not require submersion into the actual waste stream. Flow monitoring was performed from October 2019 through February 2020. This period proved beneficial as it provided initial dry weather flows (October through mid-November 2019) and caught several high rainfall events including the severe storms during late December 2019. January and February continued to be very wet and provided a good representation of saturated ground conditions.

Detailed descriptions of each manhole location selected for flow monitoring is included in Appendix A and the locations are shown on **Figure 4.2: Flow Meter Locations** which also indicates the basin area monitored.

**Table 4-1: Sewer Flow Monitoring Summary** summarizes the data collected, lists estimated flow, and compares that to the actual flows measured, finally the Table lists the observed flow Peaking Factor and I & I. These values are used to calibrate the hydraulic model and verify the modeling parameters being used. A description of the columns is as follows:

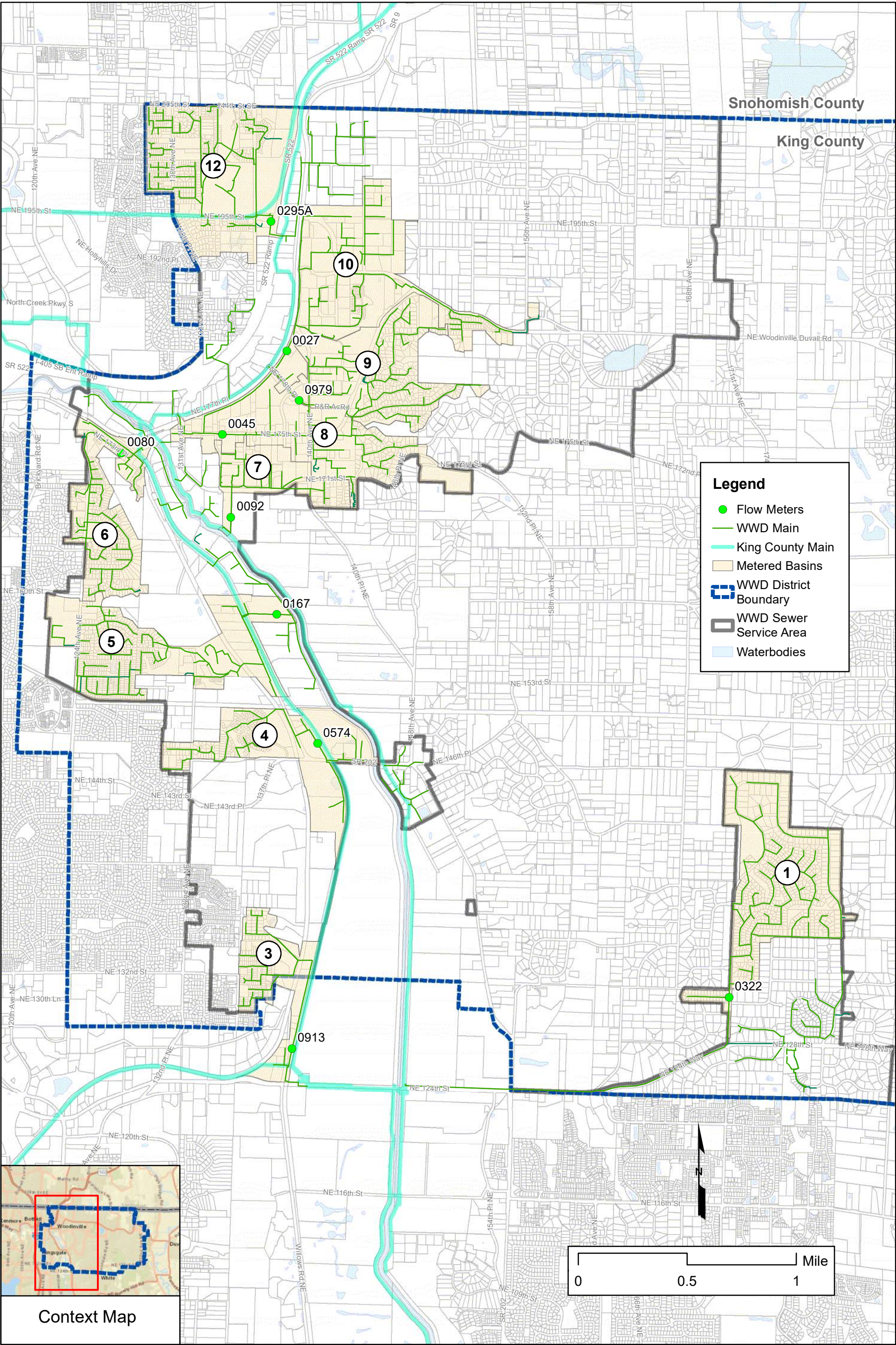
- Basin – As described in Section 4.2 above.
- Metered Manhole – Manhole identifier utilized for flow meter installation.
- Acres – Estimated acreage of the basin or acreage of the basin that would have flow passing through the flow meter.
- Estimated (Est.) Sanitary Sewer (SS) Load – Estimated sewer flow in gallons per minute (gpm) derived from the water use data on a per acre basis. To help eliminate high water use from irrigation, water data used represented the average wet weather monthly (AWWM) flows.
- Observed (Obs) Dry Average (Avg) – The observed average dry weather flows from the flow meter data.
- Estimated AWWM to Sewer – A comparison of the overserved dry average flow with the water use data, expressed as a percentage.
- Overserved Dry Peak – Peak daily flows taken from flow meter data during dry weather.
- Observed Peaking Factor (PF) – A comparison of the observed peak flow and observed average flow expressed as a multiplication factor.
- Observed Storm Peak – Peak flow rate of sewer flow during wet weather as taken from flow meter data.
- Observed Wet Average – Average flow rate during wet weather.
- Observed Inflow and Infiltration (I&I) – Difference in observed wet weather and dry weather flow data, expressed as gallons per day per acre [of the basin].



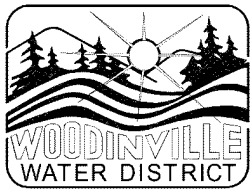


*(Page Intentionally Left Blank)*



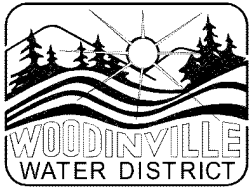






*(Page Intentionally Left Blank)*

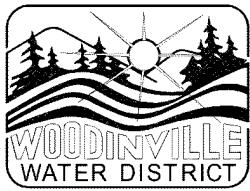




General Sewer Plan

**TABLE 4-1: WWD – Sewer Flow Monitoring Summary Oct 2019 – Feb 2020**

Basin	Metered Manhole	Acres [basin / meter]	Est. SS Load [AWWM] (gpm)	Obs Dry Avg (gpm)	Est. AWWM to Sewer	Obs Dry Peak (gpm)	Obs PF	Obs Storm Peak (gpm)	Obs Wet Avg (gpm)	Obs I & I (gpad)	Notes
1		305.8	53.9								
1a	322	246.5	0.0	41.7	77.4%	76.8	1.8	212.6	124.2	517.2	SFR
2		103.3	0.0								missing
2a	Sunrise LS		0.0								RTM
3		92.6	33.2								Extensive O&M flushing reported
3a	913		0.0	28.3	85.2%	46.5	1.6	127.8	91.9	1043.1	
4		150.0	18.0								
4a	574		0.0	15.5	86.1%	27.9	1.8	114.8	70.8	571.2	
5		208.7	34.6								Unresolved
5a	167		0.0	133.2	385.4%	179.0	1.3	346.0	217.5	610.8	Data Irregular
6		124.1	36.7								SFR + School
6a	80	122.1	0.0	19.9	54.2%	31.9	1.6	73.7	46.2	368.3	
7		87.9	34.1								
7a	92		0.0	33.4	97.9%	44.7	1.3	106.9	49.0	324.1	
8		182.1	75.8								
8a	46		0.0	68.1	89.8%	108.3	1.6	142.1	81.6	140.5	
9		175.7	100.1								
9a	979		0.0	99.4	99.3%	146.4	1.5	270.4	186.7	750.1	
10		225.6	98.4								
10a	27		0.0	91.8	93.3%	138.5	1.5	355.8	162.7	479.8	
11		104.4	46.2								
11a	1485		0.0	38.8	84.0%	42.4	1.5	149.0	44.9	186.3	



## 4.4 I & I COMPARISON

### 4.4.A Program Overview

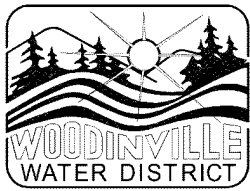
Infiltration/Inflow (I & I) is stormwater and/or groundwater that enters the sewer system. Infiltration enters the pipes system through cracks in pipes and manholes. Inflow enters through improperly connected storm drains, down spouts, and sump pumps. Most inflow comes from stormwater and most infiltration comes from groundwater. I & I affects the required capacity of conveyance and treatment facilities and, ultimately, the rate the customer pays to operate and maintain them. If not continually monitored and policed, I & I gradually increases as pipe joints degrade and inappropriate connections are added.

### 4.4.B Comparison with 2007 Study

The prior 2007 General Sewer Plan worked with non-specific data supplied by King County (circa 2001) to estimate I & I rates. Since then, WWD has added a significant portion of new sewage collection piping and has been actively inspecting and correcting pipe deficiencies when found. **Table 4-2: I & I Rate Comparison** presents the older data and the results from the flow monitoring. The basin numbers (and contributory acres) listed are in the same general area but are not directly comparable.

TABLE 4-2: I & I RATE COMPARISON				
2007 Basin ID	2007 I&I (gpad)	2021 Basin	Observed 2021 I & I (gpad)	2021 Model Input (gpad)
WDN 001	671	1	517.2	1100
WDN 002	441	2	NO	NM
WDN 003	131	3	1043.1	1200
WDN 004	3994	4	571.2	1200
WDN 005	1134	5	610.8	1100
WDN 006	356	6	368.3	700
WDN 007	731	7	324.1	700
WDN 008	637	8	140.5	700
WDN 009	275	9	750.1	1100
WDN 010	737	10	479.8	700
LBEARA 03	1487	11	186.3	700
		12	NO	1100
		13	NO	NM

\*NO – Not Observed, NM – Not Modelled, gpad – Gallons per acre, per day



The basin comparison shows many consistencies and a few significant differences. As new piping systems are brought online, there would be an expectation that I & I rates would decrease at least in the near term, while systems are new and more watertight. The swing in Basins 3 and 4 is partially accounted for by differing boundaries. The District also notes that frequent flushing is done in the Foxbrier neighborhood (Basin 3) to prevent backups, attributing to the higher observed I&I rate.

The industry standard benchmark is 1100 gpad for existing collection systems. New construction routinely comes in below 300 gpad and then increases over time. I & I flows above 1100 gpad often have the effect of increasing the systems physical and maintenance cost. Most of the District's basins are well below the threshold, with only Basin 3 approaching. The general conclusion is that the WWD system is within or below the standard range of expected I & I flows and does not show systematic problems that would indicate poor construction or monitoring.

The I & I rates (Model Input) shown on Table 4-3 for future estimation of flows and modelling are intended to be moderately conservative, reflect the monitoring data collected and recognize the relative shortness of the period producing the observed data.

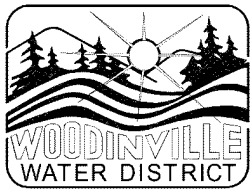
#### **4.4.C I & I At Monitored Basins**

**Figure 4-3** is an example to illustrate the flow monitoring data collected at each monitored basin. Appendix B contains similar charts for each monitored basin. The figures graphically show the response of the system flow for both average dry weather and during a major rainfall event. Figure 4.3 has additional text to clarify what each line or bar is representing

- Bars (vertical) = Rainfall in inches per hour denoted on right axis for the large storm event listed.
- Gold line = average dry weather flow in GPM, denoted on left axis.
- Blue line = the actual flows in GPM, denoted on the left axis, observed during the storm event.

Comparing the shape of the blue gold lines yields the basin response to large rain events and produces the observed Peaking Factor used in the system analysis.





*(Page Intentionally Left Blank)*

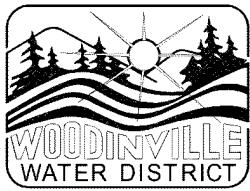
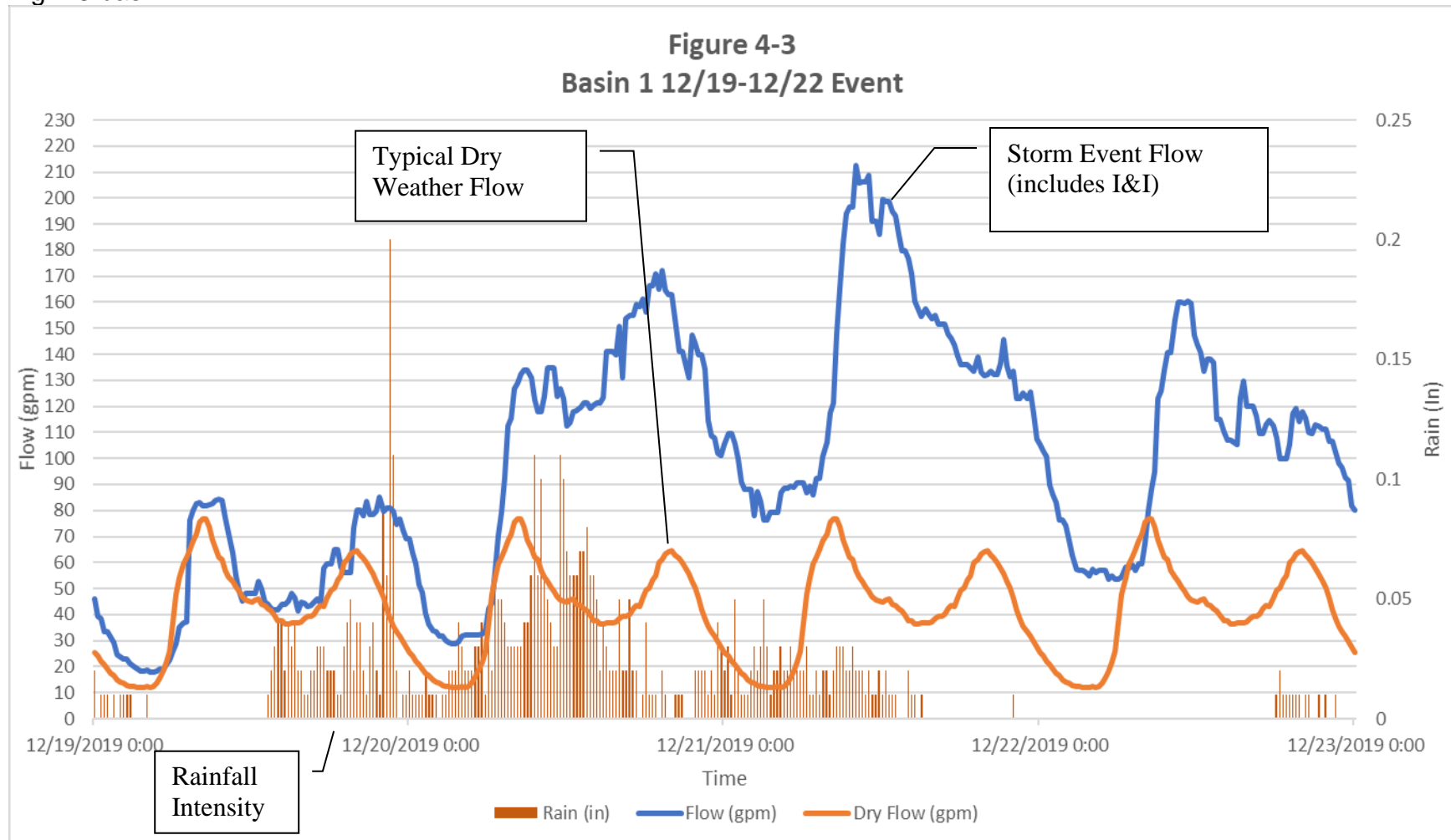
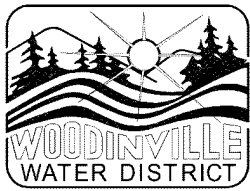


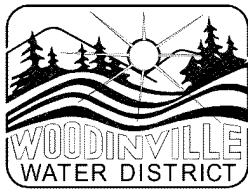
Fig 4-3 basin 1





*(Page Intentionally Left Blank)*





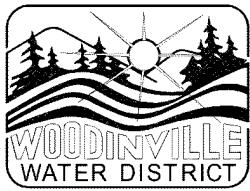
#### 4.5 Residential Sewage, SFR and ERU

The terms Single Family Residential (SFR) and Equivalent Residential Unit (ERU) are synonymous, both terms are used to express values in terms of an average residential home within the service area. The District has a wide variety of Single Family Residential (SFR) units. The unsewered water service area generally has larger homes on large lots while the SFR lots receiving sewer service tend to be on 6000 sf to 10,000 sf lot size. The District's current Water System Plan found an average water consumption of 207 gpd for SFR.

The prior Sewer System Plan (2007) found an average of 87% of purchased water correlated to sewer flows. This is consistent with the data collected during the Flow Monitoring (see Appendix B), where the basins with a majority of SFR had an average of 85.2% of estimated (winter) water purchases showing in the sewage flows.

The other variable to be aware of is the population density that is producing the sewage flows. KC reports an overall average of 2.6 people per SFR. The Dept. of Ecology Criteria for Sewage Works (Orange Book) recommends a loading of 100 gpcd (inclusive of I & I allowance). Analysis of several, primarily residential, sewer basins within the WWD Sanitary Sewer Area and accounting for I & I as a separate element has shown that a value of 80 gpcd for sewage flow (sanitary portion only) is more applicable and produces accurately sized collection systems. **Table 4-3: Flow Contribution Comparison** evaluates the varying sewage and water unit rates in the context of the District SSA monitored.

TABLE 4-3: FLOW CONTRIBUTION COMPARISON					
SFR Water and Sewer Accts, Basins 1,3,4,10,11 w/full period occupancy					
912					
Total Water Purchase (winter period)		187726.4			
Average SFR-Water gpd		205.8	Historical CWP	207.0	
	Est. Density	Pop.	GPCD (water)	Est. W:SS @ 87% (gpcd)	Planning Use (SS-gpcd)
	2.6	2371.2	79.2	68.9	80
	2.3	2097.6	89.5	77.9	
	2.0	1824.0	102.9	89.5	

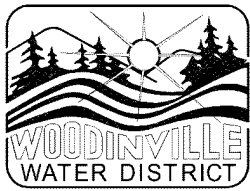


The data shows that the flows and contributions per capita and per housing unit are consistent with both prior planning efforts and DOE guidelines. The District will continue to use a value of 80 gallons per person per day (gpcd), excluding I & I, for planning and evaluation.

#### 4.6 Peaking Factors

**Figure 4-3** illustrates both typical and storm influenced (I & I) sewage flows. Sewage flow does not arrive uniformly, instead it follows a rising and falling pattern known as the diurnal curve. The diurnal curve is specific to each basin and land use. Residential diurnal curves typically show a morning and late afternoon peaks with very low flow over night. Commercial properties tend to have the same low period overnight followed by a flatter peak during business hours. Peaking Factors are used to transition from the average daily flow to the Peak flow that may result. Peaking factors are a standard practice in sewer design and are used to ensure that collection system analysis and design incorporate a reasonable factor of safety. The DOE guidelines set a minimum value of 2.5 and provide a chart relative to basin size that would suggest a value of 4.0 (inclusive of I & I) be used for the District's basins.

This plan is utilizing a hydraulic model that allows for the separation of I & I from the sanitary flow. This allows for the use of a lower peaking value but requires that the acres of contributory area be calculated. The peak flow ratio observed during monitoring averaged 1.6. For design and analysis this plan will use a Peaking Factor of 3.0 for primarily residential basins, with a factor of 4.0 for being used for Basins 7, 8 and 9 due to the Central Business District and its potential for high flows.

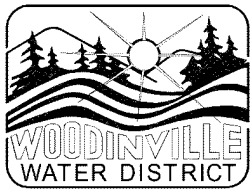


## 4.7 Sewage Design Criteria Summary

**Table 4-4: Sewage Design Criteria Summary** collects and shows the different variables used in the analysis and design within this plan.

<b>Table 4-4: Sewage Design Criteria Summary</b>			
Criteria	Value	Unit	Comment
Inflow and Infiltration (Low)	700	Gpad	Used in modeling and flow estimation. Value for new construction or data based existing basin areas of I & I < 500 gpad observed.
Inflow and Infiltration (Typ)	1100	Gpad	Used in modeling and flow estimation. Value for aged basins or data based existing basin areas of 500< I & I < 1000 gpad observed.
Inflow and Infiltration (Hi)	1200	Gpad	Used in modeling and flow estimation. Value based on existing basin areas of I & I > 1000 gpad observed or where data has lower confidence.
Equivalent Residential Unit (ERU) – Sewage, also SFR-sewage	180	Gpd	Used in planning, financial assessment and reporting
Sewage contribution per person	80	Gpcd	Used in modeling and flow estimation.
Peaking Factor	3.0	-	Used in modeling and flow estimation for residential basins.
Peaking Factor	4.0	-	Used in modeling and flow estimation for the Central Business District.
Population Density (avg SFR)	2.25	C/SFR	Average from residential homes, applicable to average lots<10,000 SF
Population Density (large SFR)	2.60	C/SFR	Average from residential homes, applicable to large lots>10,000 SF, site specific may further increase to 3.0+
Population Density (MF)	2.00	C/HU	Average for multi-family Housing Units, typically under 1500 SF, used to calculate ERU
Potable Water-AADF (per SFR)	207	G/ERU	See Comprehensive Water Plan
Sewage:Potable ratio	87%	-	Used to estimate sewage flow from water consumption records, excludes irrigation.
Pipe Capacity Limit	80%	-	Trigger point for evaluation and scheduling of a pipe improvement.





## CHAPTER 5 – COLLECTION SYSTEM EVALUATION

This Chapter utilizes the planning projections, basin area revisions, flow monitoring results and design criteria developed in the earlier chapters to develop a hydraulic model of the primary collection/transmission sewer mains and evaluate the estimated pipe capacity. This chapter also reports on pipe condition deficiencies, as identified by the Operations staff, that would not otherwise be flagged in the hydraulic simulation (model). The developed information and identified deficiencies will serve as the basis for the Capital Improvement Project (CIP) plan presented in Chapter 8. The final sections of this chapter evaluate means of serving properties not currently connected to sewer collection system and discuss alternative collection systems.

### 5.1 SYSTEM DATA AND GIS DATA

WWD maintains a Geographical Information System (GIS) based on software sold by the company ESRI. This consists of a large database that contains the physical information relating to each element (pipe, manholes). The database was built up by the WWD staff by manually entering the data from the record (as-built) drawings.

One of the significant efforts made during the preparation of this plan was to analyze the GIS data, identify concerns and make corrections where appropriate. WWD had previously performed an elevation survey of all sewer manholes, this provided a current, trusted baseline.

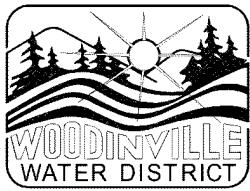
One of the larger reoccurring problems found was pipe invert elevation errors. Many of these were traced to the use of differing elevation datums. The District currently requires that NAVD 88 datum be used, however many of the earlier pipe installations were installed under NGVD or assumed datums and this information had been placed into the GIS database. The GIS database is the basis for the hydraulic model to follow.

The engineer spent a significant amount of time identifying and correcting the datum errors and returned a revised GIS database to WWD, where the data is currently in use. Data maintenance is an ongoing activity. The District has strengthened several internal procedures for data review and data entry into the GIS system

### 5.2 MODEL DEVELOPMENT

A hydraulic model has two primary components; the physical pipe system and the variable flows (Loading) that are routed through the piping system. The flows can be further grouped into the Sanitary flow, Infiltration flow and Inflow:

- Sanitary flow is the sewage (gray water, black water) discharged from the connected structure and typically flows in a diurnal pattern.



- Infiltration and Inflow (I & I), as described in Chapter 4, is the combined flow element from groundwater infiltration and stormwater (rainfall) entering into the collection system.
  - Infiltration flow is ground water entering the system through pipe joints and structural deficiencies. Infiltration tends to be at a consistent rate and is related to the ground water table and pipe condition.
  - Inflow (direct) represents the flow that is seasonal, routinely tied to rainfall, and enters the system through illegal connections, such as roof downspouts tied to the side sewer piping or dripping through a low-lying manhole cover.

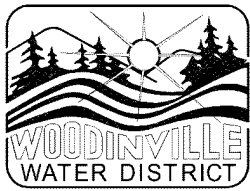
### **5.2.A BASIN DELINEATION**

Basin limits and areas where delineated by identifying the discharge point to the KC transmission mains and working upstream. The basins were then further subdivided into sub-basins. All the flow from a sub-basin is introduced to a mid or upper manhole (node) and then routed through the pipes (links), adding flow as it progresses downstream.

Only a portion of the basin piping is modeled. The upper reaches of the collection system generally do not warrant analysis as the pipes serving small sub-basins typically have more than adequate hydraulic capacity, even at minimum slopes. A schematic of the modeled system is shown in **Figures 5-1a and 5-1b** along with the sub-basin overlay. Individual model Basin maps are included in Appendix B. Data for each sub-basin of tributary sewer collection area is summarized for each scenario in the model input summary spreadsheets included in Appendix B. Flow is introduced from each sub-basin at a generally centrally located manhole or node in each sub-basin.

### **5.2.B FLOW DISTRIBUTION AND CALIBRATION**

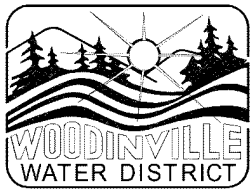
All the lots in the sewer basins receive their potable water from the District. This provided a data set of both water volume and location. Winter water consumption provides a good data point for the magnitude of potable water being discharged as sewage. For this Plan, winter water meter records for all accounts within a sub-basin were tallied and then injected at a node within that sub-basin. These flows were then compared to the dry weather flow monitoring performed. The tallies and distribution provided strong correlation with the observed flows. Future sanitary flows targets are then calculated and applied as a multiplier to the baseline flows to preserve the distribution of flow.



### **5.2.C FLOW DEVELOPMENT**

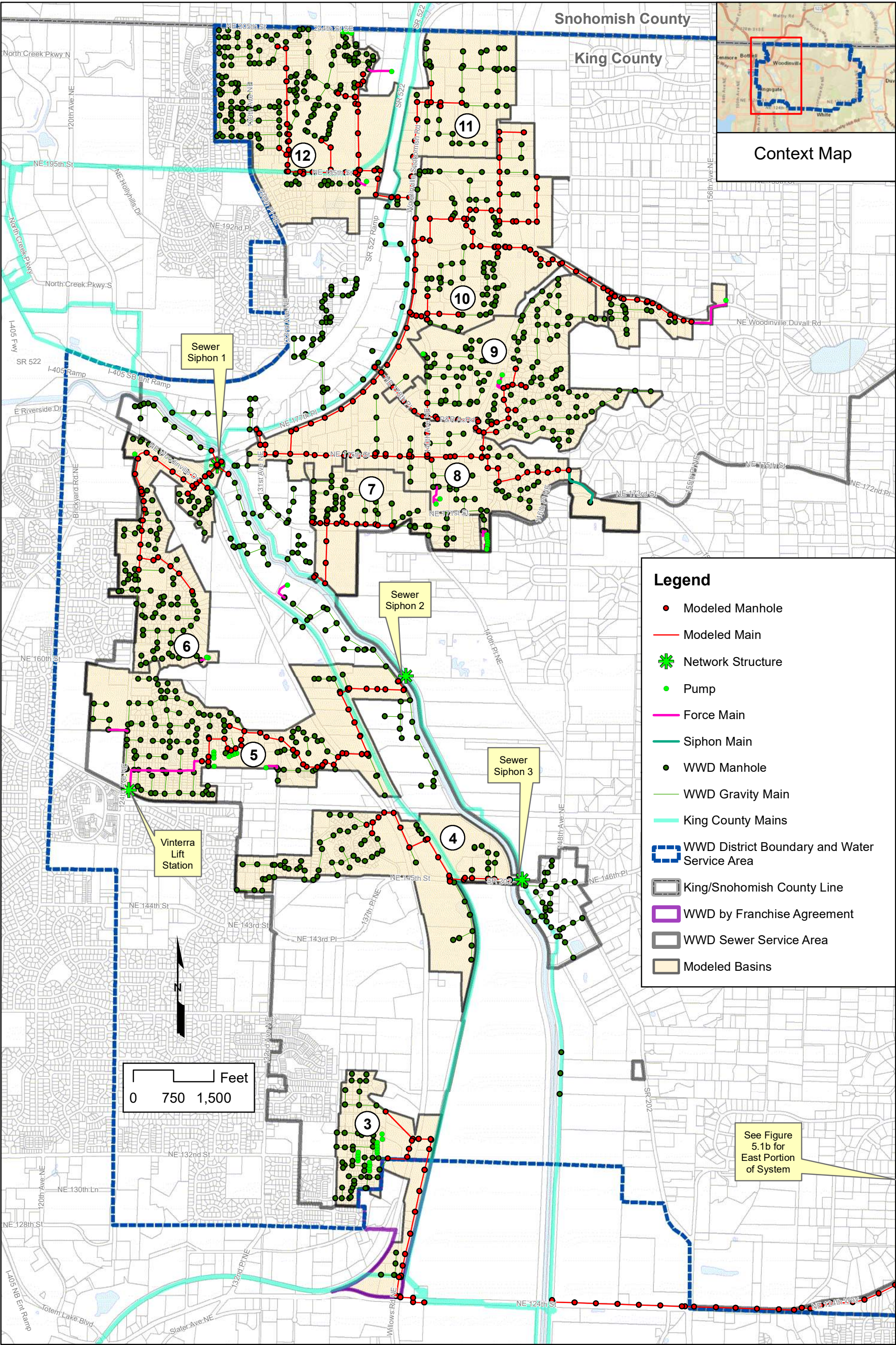
For each basin, a land use (Zoning) overlay was used to calculate the acreage within each zoning and resulting future (Build-Out) population density. The District's Sewage Design Criteria (see Section 4.7) was then applied to generate flow. I&I is added separately based on the flow monitoring performed.

Sewer pipe is a long-term asset. Modern pipe materials, properly installed, can provide 50+ years of service. For that reason, this Plan focused pipe capacity evaluations on the Build Out (BO) condition. The BO condition that the basin is fully developed to the extent of the current zoning. The actual timing of infill extension or (re)development is subject to market conditions that are difficult to anticipate.



*(Page Intentionally Left Blank)*



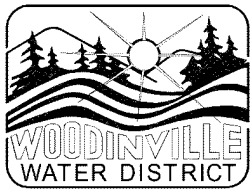


Sewer System Modeled Basins (West)

FIGURE 5-1a

Comprehensive Sewer Plan

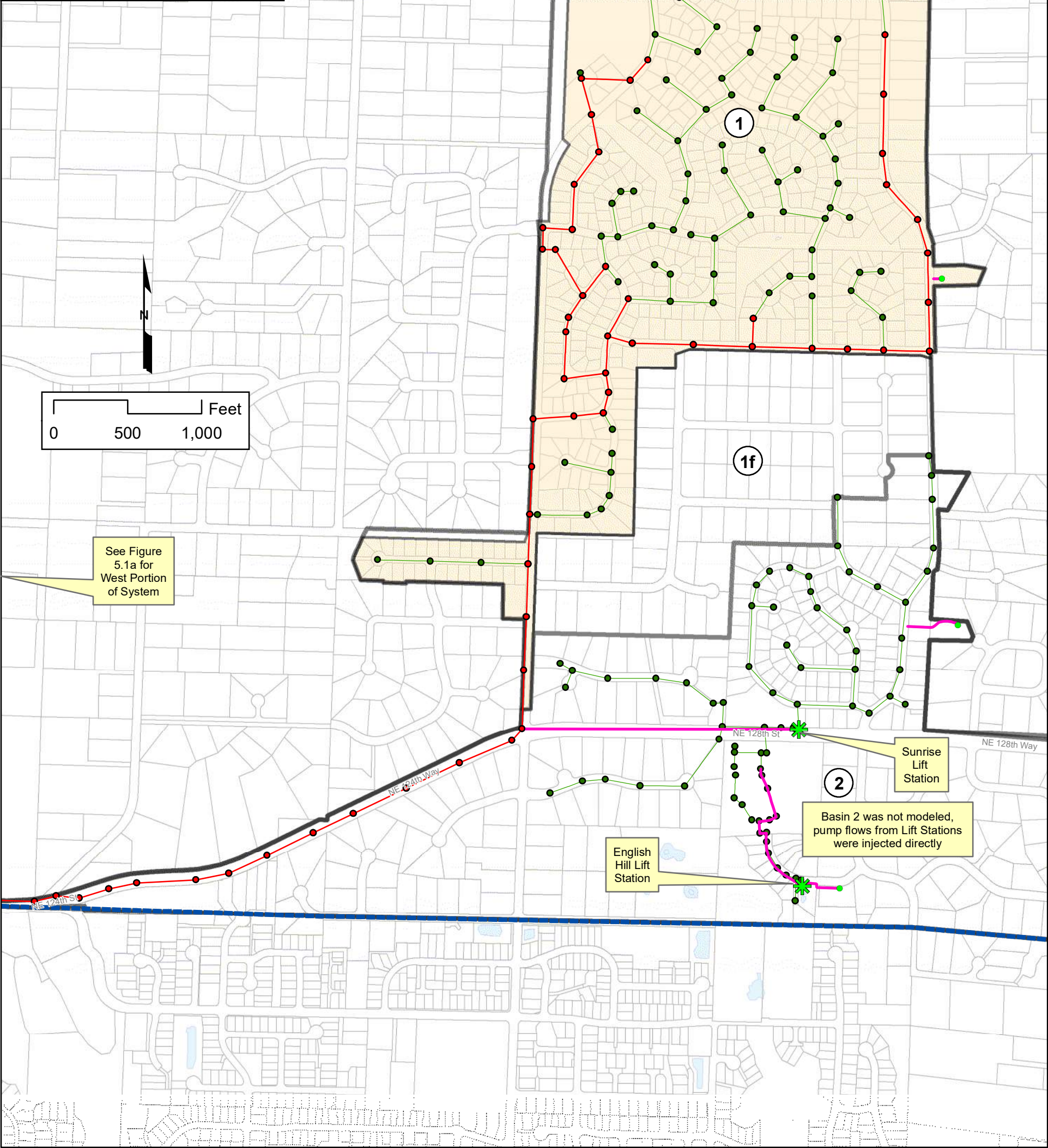
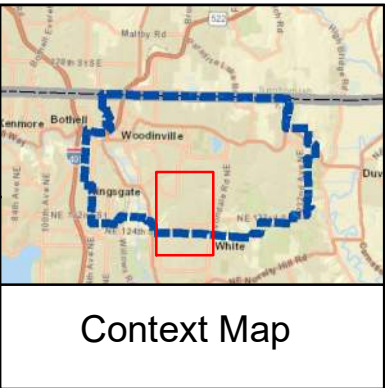


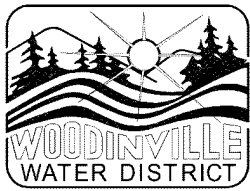


*(Page Intentionally Left Blank)*

**Legend**

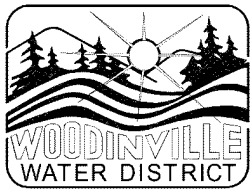
- Modeled Manholes
- Modeled Mains
- Network Structure
- Pump
- Force Main
- WWD Manhole
- WWD Gravity Main
- WWD District Boundary and Water Service Area
- WWD Sewer Service Area
- Modeled Basin





*(Page Intentionally Left Blank)*





### 5.3 HYDRAULIC CAPACITY ANALYSIS

The existing gravity collection system was evaluated for hydraulic capacity by means of a computer model. The hydraulic modeling software, InfoSewer (Innovyze, Inc.), has been used to analyze the major gravity lines within the collection system for current conditions, and build-out (i.e., full development of the service area). The “model” is comprised of 11 independent electronic files, one for each basin analyzed. Of the thirteen (13) primary sewage collection basins identified, two (2) basins were not developed into hydraulic models, Basin 2 was excluded as its peak flow rate is controlled by the lift station pump discharge and Basin 13 was excluded as the current and future acreage served was well within the capacity for an 8” pipe. While the model(s) are based on the information in the GIS database, by importing the data into the model, changes and results are not directly shared and require export/import to move data from one source to the other.

The hydraulic model consists of an integrated collection of physical attributes for the collection system and assignment of forecast flows from sanitary contributions and inflow and infiltration. The physical attributes represent the manholes (nodes) and conduits (pipe) through which the flow is conveyed. Hydraulic contributions can be introduced at nodes representative of their point of collection in the system, and those contributions can be represented in a variety of methods.

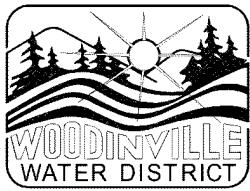
Inflow and infiltration are estimated together as a peak hour flow, as described above, and input in the model as a fixed peak hour flow, at representative nodes in each basin. In the model, the peak sanitary flow and peak inflow and infiltration are additive, whereas a heavy rain could occur overnight, hours before the time of peak sanitary flow.

In the model, the discharge from each of the pump stations to a downstream portion of the gravity collection is included as a fixed discharge to the downstream manhole (i.e., existing force main discharge).

The model predicts the hydraulic grade line for connected pipe segments, starting at the flow line of the downstream pipe outlet. This presumes the connecting KC Transmission mains have capacity greater than or equal to the influent flow rate and are therefore not allowing the pipe to surcharge the upstream collection system.

The upper reaches of the collection system generally do not warrant detailed capacity analysis as the pipes serving small sub-basins typically have more than adequate hydraulic capacity, even at minimum slopes. The modeled pipes represent approximately 1/3 to 1/2 of the basin piping, the remaining upstream collector pipes are assumed to be adequate, provided that the remaining upstream basin is less than 100 acres of SFR homes, due to the following:

- An 8” sewer pipe at minimum slope has a capacity of approximately 400 gpm.



- Each typical SFR home contributes 180 gpd =  $(PF=3, (3 \times 180)/1440 = 0.375 \text{ gpm})$ , with a conservative value of 6 homes per acre = 2.25 gpm/acre.
- An average Inflow and Infiltration rate of 1100 gpad = 0.764 gpm/acre.
- Combined estimate =  $2.25 + 0.77 = 3.02 \text{ gpm per acre}$ .
- **A typical 8" sewer pipe can support  $(400/3.02) = 132$  acres of SF residential homes.**

Data for each sub-basin of tributary sewer collection area is summarized for each scenario in the model input summary spreadsheets and basin maps showing modeled pipes are included in Appendix B.

The model was run under several different scenarios to establish baseline flows, build-out flows, build-out flows with pipe improvements, future basin additions and variations of flow diversion into adjacent basins. The majority of the system was modelled with a peaking factor of 3. The Central Business District, located in Basins 7, 8 and 9 was modelled using a peaking factor of 4 to account for the increased variability of usage associated with the forecast zoning.

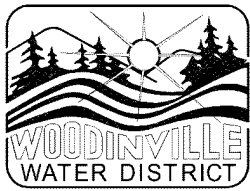
### 5.3.A MODEL RESULTS DISCUSSION

The majority of the piping modeled showed adequate capacity for Build-Out Flows, with the significant exception of Basin 8 (Woodinville Central Business District). The central spine of **Basin 8** is a 10" concrete sewer main that does not have sufficient capacity to accept the future flows from a "up-zoned" redeveloped basin. Most of the 10" pipe "spine" will need to be upsized.

**Basin 9** has a similar issue, with the 12" portion of its central trunk requiring upsizing. Additionally, an allowance for pipes that were not specifically modelled, but may be encountered during any specific design, within the Central Business District, is recommended. This has resulted in the District developing the Central Business District – Capacity Improvement Charge (CBD-CIC) policy described in Chapter 1 to address future development impacts in Basins 7, 8 and 9.

**Basin 3** has a long stretch of 8" piping laid on a very flat slope. The District has the option to reclaim two neighborhoods in the SW of Basin 3 that are currently being served by Northshore Utility District, under an interlocal agreement. The downstream Basin 3 projects (Willows Road) will need to occur before the upstream reconnections are advised.

The other significant potential impact would be routing future flows from the northeastern SSA area that is currently unserved. The routing would join into the top (high point) of Basin 10 or alternately may be routed westerly along NE 201<sup>st</sup> ST and discharge into Basin 11. The large unserved area would overwhelm the existing Basin 10 or Basin 11 piping and will require one or two regional sewage

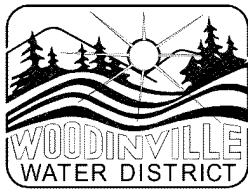


lift stations to cross the east/west ridge. Given the expense and low probability of an easterly service extension, no further planning analysis was performed for this area, at this time. See also section 5.5.C for potential pipe layout.

### 5.3.B MODEL RESULTS DEFICIENCY SUMMARY

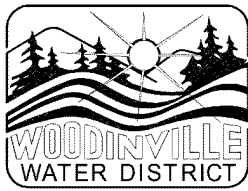
**Table 5-1: Model Results Summary** presents the pipe capacity deficiencies and required upsize improvement by basin. The Table includes columns for “q/Q” and “Rev q/Q”. The q/Q is the percentage of pipe capacity utilized under forecast flows in the existing piping. The Rev q/QA shows the impact of upsizing the pipe diameter which increases the pipe flow capacity (Q) and results in decreasing the percentage utilized. A general limit of not exceeding q/Q of 80% is recommended. Only the pipes that were identified as having a current or future capacity deficiency are included in the table. The full listing of each basin’s model results, for all modelled pipes, is included in **Appendix A**.





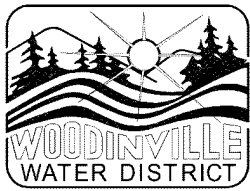
**Table 5-1: Model Results Summary (Capacity Deficiency)**

BASIN	From MH	To MH	Dia. (in)	Length (ft)	Slope	Total Flow (cfs)	q/Q	Rev. Dia.	Rev. q/Q
1	NO capacity deficiencies found.								
2	NO capacity deficiencies found.								
3	919	918	8	177	0.006	1.08	94.70%	10	52.20%
	918	917	8	398	0.005	1.36	138.10%	10	76.20%
	917	916	8	402	0.006	1.36	126.60%	10	69.80%
	916	915	8	399	0.004	1.36	151.20%	12	51.30%
	915	914	8	413	0.004	1.36	152.80%	12	51.80%
	914	913	8	390	0.003	1.36	169.50%	12	57.50%
	913	0912B	8	222	0.004	1.36	142.30%	12	48.30%
	0912B	1066	8	192	0.002	1.58	274.30%	15	51.30%
	1066	0912A	8	32	0.004	1.58	172.00%	15	32.20%
	0912A	912	8	32	0.006	1.58	142.30%	15	26.60%
	912	911	8	347	0.003	1.58	188.90%	15	35.30%
	911	910	8	63	0.009	1.58	119.00%	15	22.30%
	910	909	8	23	0.009	1.58	115.30%	15	21.60%
	909	908	8	243	0.016	1.58	87.30%	15	16.30%
	908	907	8	86	0.015	1.58	89.90%	15	16.80%
	907	906	8	207	0.082	1.58	38.40%	15	7.20%
4	NO capacity deficiencies found.								
5	934	679	8	352	0.009	1.18	88.30%	12	30.00%
	679	235	8	14	0.107	1.18	25.20%	12	20.00%
	235	234	8	272	0.009	1.18	85.10%	12	28.80%
6	78	0077A	8	4	0.006	1.04	97.10%	10	53.60%
7	NO capacity deficiencies found; however, an allowance is recommended to be created for pipes not specifically modeled that may be encountered during development.								
8	134	133	8	247	0.004	0.78	82.6%	10	45.6%
	132	127	8	212	0.004	1.47	166.3%	12	56.4%
	326	125	8	204	0.017	1.47	78.2%	10	43.1%
	125	124	8	300	0.036	1.47	54.4%	10	30.0%
	124	0062A	8	88	0.026	2.40	103.1%	12	35.0%
	0062A	62	8	80	0.069	2.40	63.8%	12	21.6%
	62	61	8	350	0.023	2.40	109.7%	12	37.2%



**Table 5-1: Model Results Summary (Capacity Deficiency)**

BASIN	From MH	To MH	Dia. (in)	Length (ft)	Slope	Total Flow (cfs)	q/Q	Rev. Dia.	Rev. q/Q
8	61	60	10	286	0.044	3.20	59.0%	12	36.3%
	60	58	10	50	0.011	3.81	141.3%	15	47.9%
	58	57	10	177	0.010	3.81	146.4%	15	49.7%
	57	55	10	259	0.010	3.81	145.8%	15	49.4%
	55	54	10	198	0.010	4.42	168.3%	15	57.1%
	54	52	10	172	0.006	4.42	216.0%	15	73.3%
	52	50	10	133	0.005	4.42	230.4%	15	78.2%
	50	49	10	149	0.006	4.42	219.5%	15	74.4%
	49	47	10	119	0.005	4.42	242.0%	18	50.5%
	47	46	10	341	0.007	5.02	225.6%	18	47.1%
	46	45	10	210	0.013	5.02	173.0%	18	36.1%
	45	44	10	159	0.013	5.02	168.7%	18	35.2%
	44	18	10	300	0.007	5.02	226.0%	18	47.1%
	18	17	15	273	0.009	6.05	83.2%	18	51.1%
	17	0016A	15	22	0.039	6.05	39.9%	18	24.6%
	0016A	16	15	199	0.009	6.05	83.2%	18	51.1%
	16	14	18	181	0.010	6.05	47.9%	18	47.9%
	14	13	18	90	0.004	6.05	72.9%	18	72.9%
	13	12	18	209	0.004	6.05	81.8%	21	54.2%
	12	W11A04	18	91	0.003	6.05	91.1%	21	60.4%
9	459	65	8	166	0.021	2.80	134.3%	12	45.6%
	65	981	8	91	0.021	2.80	135.4%	12	45.9%
	981	980	12	86	0.017	3.69	67.8%	15	37.4%
	980	979	12	183	0.013	3.69	77.5%	15	42.7%
	979	978	12	267	0.011	3.69	82.3%	15	45.4%
	978	977	12	352	0.012	3.69	79.7%	15	44.0%
	977	976	12	332	0.013	3.69	75.7%	15	41.8%
	An allowance is recommended to be created for pipes not specifically modeled that may be encountered during development.								
10	NO capacity deficiencies found.								
11	NO capacity deficiencies found.								
12	NO capacity deficiencies found.								

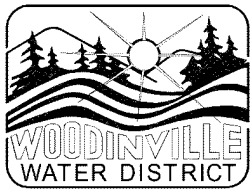


## 5.4 IDENTIFICATION OF EXISTING CONDITION DEFICIENCIES

Table 5-2 provides a list of noted discrepancies in need of addressing, as identified by the Operations staff members. This information from Operations formed the basis for the priority rankings shown below. It should be noted that priority rankings are likely to change over time as new or updated information becomes available, or as emergencies develop.

<b>TABLE 5-2: Condition Deficiencies</b>						
Basin	From	To	Dia.	LF	Comments	Priority
General	-	-	-	-	Need capability to monitor and log wastewater flow. Recommend addition of a portable data logging flow meter.	High
23	MH 03	M-MH W1197	8	960	[NE 178 <sup>th</sup> ST] Older concrete pipe, roots, structural.	Med
4	SP-3				Replace top hatch at Siphon 3	Low
Vary	Vary				MH sealing, root intrusion MH – 296A, 500, 912, 979, 989, 990	Low
3	MH 920				Improve access	Low
2	SR LS				Full Rehab of Sunrise Lift Station	Low
3	MH 919	MH 1066	8	2590	[141 <sup>st</sup> Ave NE] sags, roots, flat slope. See also capacity issues.	Low
6	MH 776	MH 69-J	8	2030	Older Concrete pipe is failing structurally. Much of the pipe is adjacent to Sammamish Slough. Northerly section was a recent emergency repair using slip lining. 1 RR crossing required. Reconstruct westerly through parking lot(s).	High
6	MH 772	MH 87	8	1511	[NE Woodinville Dr.]86-87 roots/sag, all other old concrete	Med
7	MH 91		15	108	Remove reverse angle by adding 2 MH and pipe on diagonal.	High
8	MH 62	MH 18	10	2910	[NE 175 <sup>th</sup> ST] Older concrete pipe, roots, structural. See also capacity issues. Bursting or parallel cut/cover replacement with upsized.	High
8	MH 13	MH 12	18	209	Sag	Low
Priority Goals: High = within 3 years, Med = within 6 years, Low = within 10 years						





## 5.5 EVALUATION OF SERVICE BY ADJACENT AGENCIES AND UNSERVED AREA EXTENSIONS

As discussed in Chapter 3, there were several areas along the western extent of the District's (original) Sanitary Service Area (SSA) where sewer service was being provided by adjacent providers due to challenging topography and the availability of gravity service by others. Most of these areas were being served under inter-local agreements. A review and adjustment of the SSA (see Chapter 3) eliminates most of these situations by formally transferring the responsibility for providing sewer service to the agency best positioned.

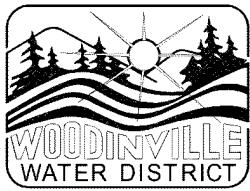
Any discussion of transferring customers and infrastructure from one utility to another necessarily introduces various financial and legal ramifications that require resolution. Some examples are outlined below:

- Value of the existing infrastructure being transferred
- Responsibility for outstanding debt (if any)
- Benefit to the rate paying customers being transferred
- Cost of the additional facilities and how costs are recovered

These issues cannot be resolved within a General Sewer Plan; however, the Plan can identify which service areas may be appropriate for a more complete evaluation and negotiation. Most of the areas within WWD's SSA that are served by adjacent agencies contain provisions within the inter-local agreement providing for the facilities to be reverted to WWD once the District has the means to serve the area.

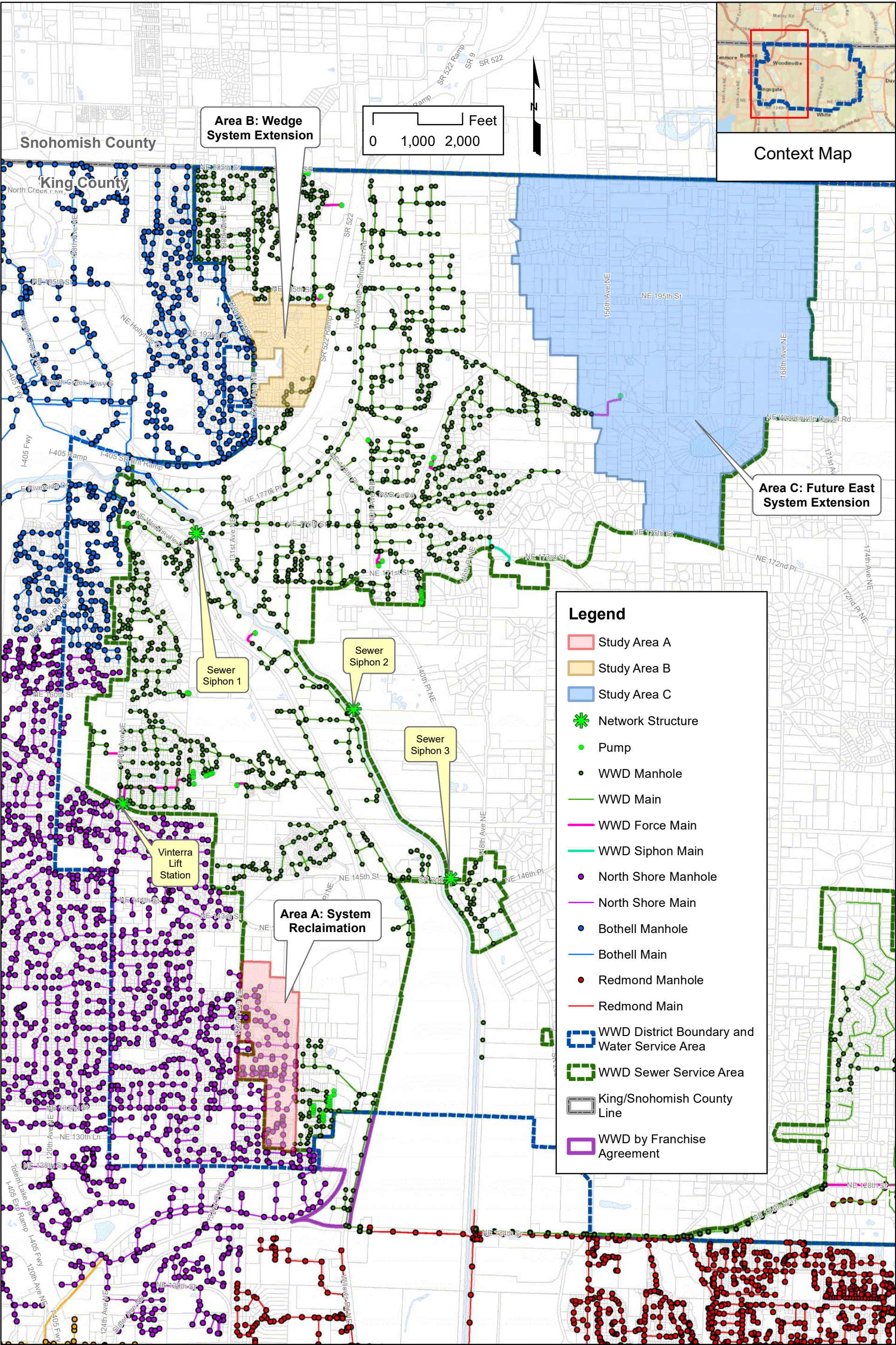
### 5.5.A STUDY AREA A

As shown in **Figure 5-5a**, Study Area A lies within the District boundary, revised SSA and is between 132<sup>nd</sup> Ave NE and 136<sup>th</sup> Ave NE on the east and west, respectively, and NE 129<sup>th</sup> St. on the south and NE 140<sup>th</sup> St. to the north. Topography and available sewer mains originally provided for Northshore Utility District (NUD) to serve. However, the WWD gravity system has expanded over the decades and specifically designed extensions that would allow for service to most of this area. Two short gravity extension will allow approximately 140 connections to be routed to WWD. These pipe extensions are proposed to the Capital Improvement Plan in Chapter 8.

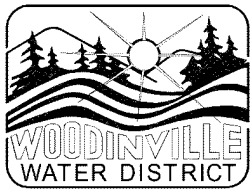


*(Page Intentionally Left Blank)*

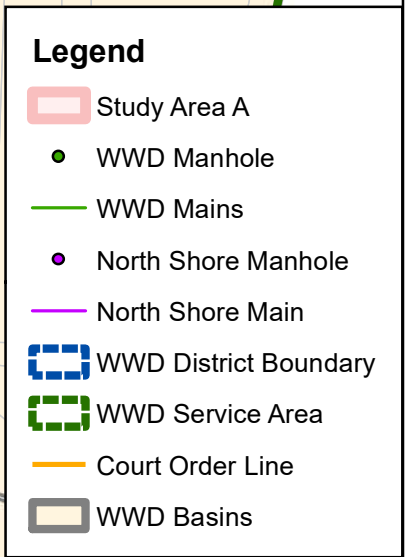
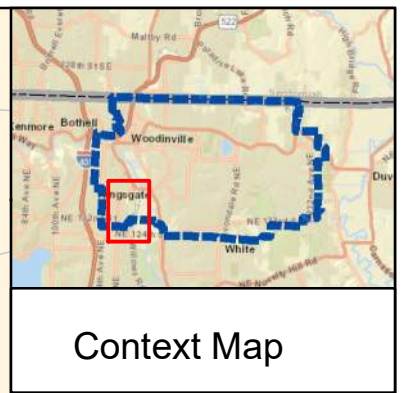
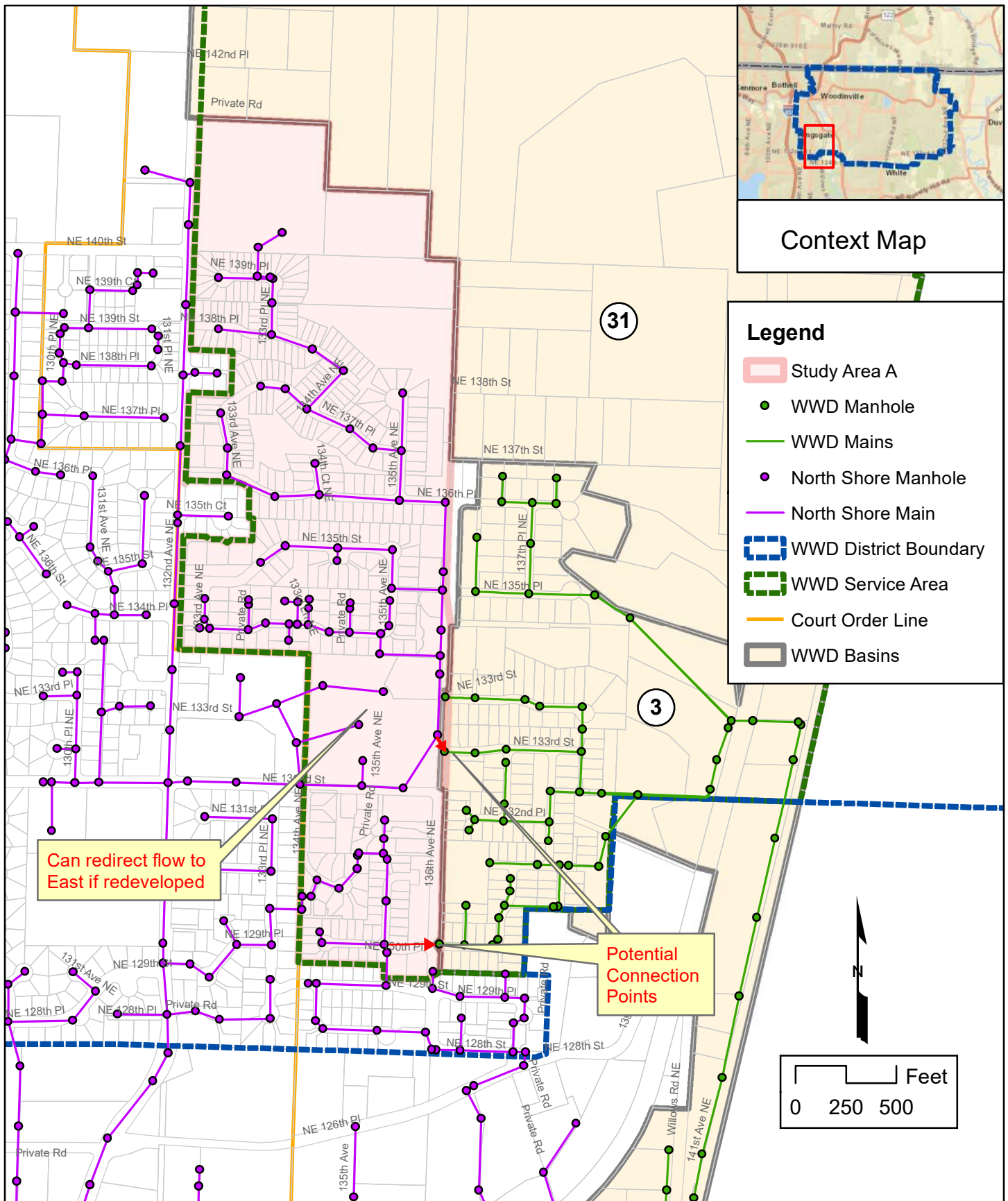








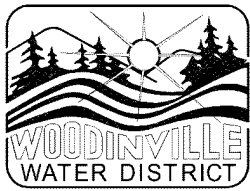
*(Page Intentionally Left Blank)*



## Study Area A

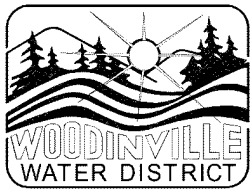
**FIGURE 5-5a**

Comprehensive Sewer Plan



*(Page Intentionally Left Blank)*





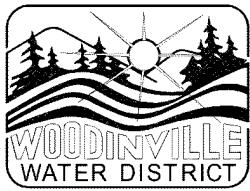
### 5.5.B STUDY AREA B (THE WEDGE)

As shown in **Figure 5-5b**, Study Area B lies within the District boundary, revised SSA and is between 132<sup>nd</sup> Ave NE and SR 522 on the east and south, and NE 195<sup>th</sup> St. on the north. The area west of 132<sup>nd</sup> Ave NE is served by the City of Bothell and has been removed from WWD's SSA. The area is challenged by the two adjacent depressions forming a small lake (north) and wetland (south) areas.

A review of these area shows that there are partial gravity solutions available depending upon the specific sub-basin being focused on.

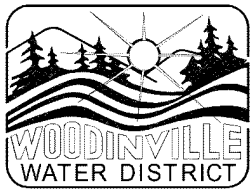
- Sub-areas A and B have alternate routes NE to NE 195<sup>th</sup> St. Or could flow E to a gravity extension along NE 192<sup>nd</sup> St. Easements will be required.
- Sub-area C is positioned to either go to NE 192<sup>nd</sup> St or flow westerly to the City of Bothell main in 132<sup>nd</sup> Ave NE.
- Sub-area D can flow eastward by gravity and a deep connection to MH 1416. The area around the small lake is currently characterized by large lots and resulting low housing density. Some of the homes sited waterward of the shared driveway will likely still require individual pump to reach a gravity sewer located upslope. The gravity sewer mains projected here would provide the basis for the sewer service to the westward and upslope sub-areas A, B and C. There is a potential that this would be a good application of a Local Improvement District (LID) that could allocate the construction cost to the lots benefitting.
- Sub-area E is characterized by the relatively flat, low-lying area around the wetland. It is most likely that a lift station will be required to serve this area. An alternative to a Lift Station may be a deep Horizontal Directional Drill bore from the low point, heading easterly to existing manholes adjacent to SR522. There is a potential that this would be a good application of a Local Improvement District (LID) that could allocate the construction cost to the lots benefitting.
- Sub-area F appears to have sufficient slope to provide gravity sewer service to most lots, easements and individual pumps may be required.

All these potential projects are seen as stemming from (re)development and will not be added to the CIP.



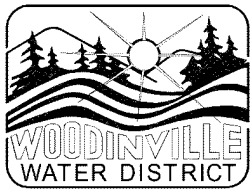
*(Page Intentionally Left Blank)*





*(Page Intentionally Left Blank)*



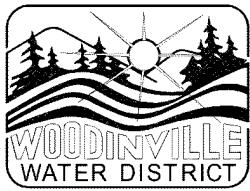


### 5.5.C STUDY AREA C (EASTERN UNSEWERED AREA)

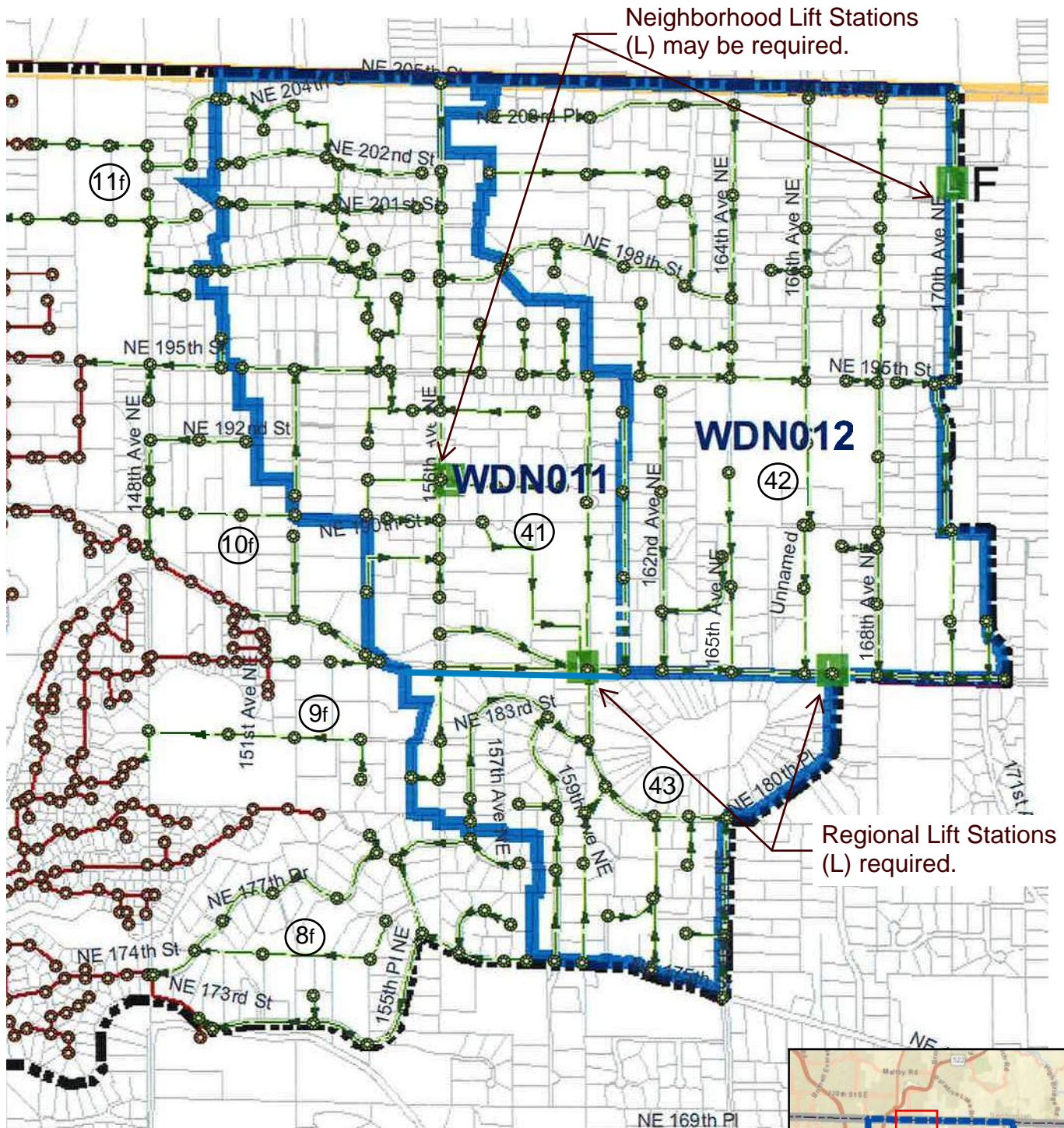
As shown in **Figure 5-5c**, Study Area C, the eastern unsewered area lies within the District boundary, revised SSA and is generally the NE portion of the SSA. The primary obstacles that have prevented sewer service from extending into this area are the topography, large parcels, and low population density. The basin is separated from the existing collection and King County transmission mains by a North/South ridge. The land in this area generally slopes E-SE towards Lake Leota. A concept review shows that is likely at least two (2) regional lift stations will be required and a very long discharge force main routing westerly (Woodinville-Duval Rd) over the ridge. The existing piping in Basin 10 does not have the capacity for the added force main discharge. The gravity portion of the discharge route will either require a parallel pipe or upsizing replacement of the existing pipe.

This area is further challenged by the sizing of the force main and lift station(s). The force main should be sized for the full development and the lift stations will be sized both to handle the incoming peak flow and maintain a minimum velocity of 3.5 feet per second in the force main. The challenge is that initially the flow will be relatively small compared to build out conditions. Possible solutions include installing two parallel pipes for the force main, of which only one will be initially used, the second being placed in service as the flows increase.

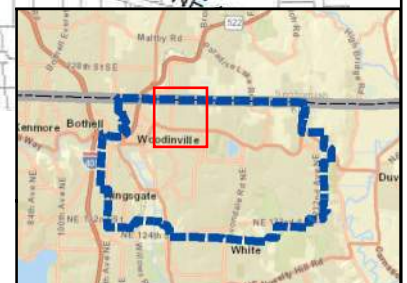
A detailed preliminary layout was prepared for the prior Sewer Plan (2007) and has been reproduced in Figure 5-5c.



*(Page Intentionally Left Blank)*



Eastern SSA layout reproduced from 2007 Comprehensive Sewer plan. Current basin identifiers (42) and descriptive notes have been added.

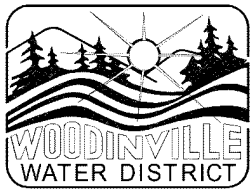


Context Map

## Study Area C - Eastern Unsewered Area

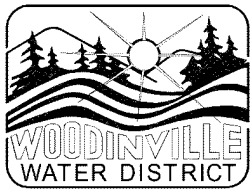
FIGURE 5-5c

Comprehensive Sewer Plan



*(Page Intentionally Left Blank)*





## 5.6 SEISMIC RESILIENCY

Wastewater collection systems are at risk of damage during a seismic event. Current design practices and building codes mitigate for the above grade facilities, but do not specifically address in ground piping. There are several risks to be considered, including broken pipes, separated pipe joints and “floated” manholes. All of which can lead to service outages, potential sewage spills and extensive repairs.

There are different ground motions occurring during a seismic event and different soil types will respond in different ways. Ground movement in a slip plane or fault is likely to shear the pipe, rolling ground movement may separate joints and sandy/silty soils are subject to liquefaction which could allow for pipes and manholes to “float” out of position.

In the past decade there have been strategies emerging to mitigate some of the risk around seismic events, including:

- Using gasketed pipe with deeper bells to allow for more lateral movement before failure.
- Using restrained joint pipe to counter joints pulling apart.
- Using fused HDPE pipe to eliminate joints and increase flexibility before failure.

Each strategy addresses some of the risk from a seismic event but also can have some undesirable impacts:

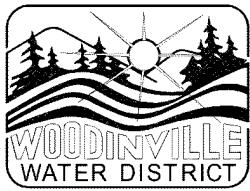
- Stronger, restrained joint pipe will increase construction costs.
- Fused flexible pipe is more likely to have sags, following any ground movement, which can lead to blockages.
- Structure connections must be redesigned to preserve the benefit of improved joints.

The District has recognized this challenge and is planning to authorize a detailed study of the risk and potential mitigations beginning in the fall of 2022. Allowances have been incorporated into the Capital Improvement Plan (see Chapter 8) to provide for initial budgeting for new work that may be identified.

## 5.7 TECHNICAL ALTERNATIVES

### 5.7.A WATER CONSERVATION

The District has been a regional leader in the establishment of water conservation measures. Together with King County and the Department of Health, the District promotes water conservation and works with Seattle Public Utilities to help develop the Regional Conservation Program.



Average water consumption has been reduced through the District's water conservation program. The decline in water consumption should be reflected in reduced wastewater pumping costs. Sizing of wastewater facilities will, however, not be significantly affected by water conservation because wastewater facilities are sized based on peak wastewater flow rates (including infiltration and inflow) that occur in the winter, whereas reductions in water use as a result of conservation are most significant in the summer when highest water demands occur due to irrigation.

### **5.7.B RECLAIMED WATER**

Wastewater recycling and reuse is an alternative for reducing water demands, particularly irrigation demands. Industrial and fire protection uses are also a possibility. The King County Brightwater wastewater treatment facility receives flow from the WWD and can produce Class A reclaimed wastewater. The District is solely a collection agency and has no apparent authority over whether this water is produced or not. The District may install distribution infrastructure for reclaimed water, if desired and as approved by agencies having jurisdiction. However, a cost-benefit analysis was not within the scope of this report. Any use of reclaimed water is not expected to have a significant impact on the sewer collection system.

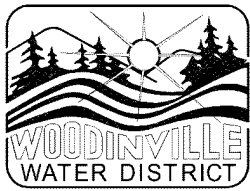
WWD updated their Comprehensive Water System Plan in 2019, as part of that process the District reviewed potential for reclaimed water use and completed King County's Water Reclamation Evaluation Checklist. A copy is provided in Appendix K. The checklist includes a list of the top twenty commercial/industrial/multi-family water users.

### **5.7.C ALTERNATIVE COLLECTION SYSTEMS**

The District currently has a conventional gravity sewer collection system to serve the entire service area supplemented by three (3) District-owned and operated lift stations. Gravity sewer collection systems typically require the lowest level of operation and maintenance when installed correctly.

Discussion of alternative collection systems may include individual grinder pumps, Septic Tank Effluent Pumping (STEP) systems and vacuum piping systems. These systems often offer a lower initial install cost, but come with a much higher life-cycle cost.

The District does allow for individual homes to utilize a privately owned grinder pump system to discharge to a District owned gravity main, when no other gravity solution is deemed feasible by the District and the installation complies with the District's specification, requirements and DOE regulations (see District Sewer Standards CS-12 and MS-14). What is not allowed is for pumped discharge systems to share a common



force main (discharge pipe). The Dept. of Ecology requires that if a shared force main is used, then each of the individual pumps should be owned and maintained by the District. This would move the operations and maintenance cost for all of the individual pumps from the respective home owners to the District. In most cases a single community lift station would have provided more efficient service and be more equitable to other rate payers.

**Grinder Pump Systems** An individual grinder pump station could be provided for each home, with electric power provided by the house electric panel. The pump would discharge through a 1-1/2 inch lateral into a common gravity system in the public right-of-way. Grinder pumps typically experience more rapid wear with a useful life range of approximately 6-16 years before replacement is needed. This is highly variable on many factors not easily predictable. The advantages of a grinder pump system include:

- The ability to get sewer service to isolated or low elevation (relative to gravity sewer mains) locations
- Smaller collection system piping has lower capital costs
- Can be used with conventional gravity sewers
- Can accommodate large elevation differences and long distances
- Some system costs (pump chamber, pump, and controls) are borne by the property owner

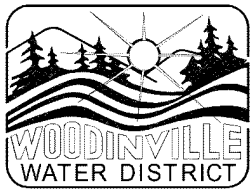
Disadvantages of a grinder pump system include:

- Sizeable structure remains on the property
- Higher maintenance costs (borne by property owner)
- Extended power outages can cause plumbing backups

The District would consider individual grinder pumps to serve specific lots too low in elevation for a gravity sewer connection if the pump discharges into a standard side sewer connection, which then flows by gravity into the District sewer main. Individual grinder pump feasibility will be reviewed on a case by case basis.

WWD should not consider individual grinder or shared grinder systems that utilize a shared force main, as this type of configuration forces the District into becoming responsible for each pump and discharge line.

**Septic Tank Effluent Pump (STEP) System** Wastewater from each service is discharged into a conventional-type septic tank, where the solids settle out and are retained in the tank. The tank has to be periodically pumped out (vactored) to remove the solids build up. A screened effluent pump mounted in the septic tank discharges through a small diameter lateral to the sewer force main in the street. Electric power for the pump is provided by the residential service panel with the costs borne by the property owner. The sewer main in the street is typically 3 to 4 inches in diameter. All



pipng is installed with the minimum cover needed for adequate protection. The advantages of a STEP system include the following:

- Smaller sewage collection piping has lower capital costs
- Solids removal occurs in the septic tank
- Can be used with conventional gravity sewers
- Some system costs (septic tank, pump, and controls) are borne by the property owner
- Can accommodate large elevation differences and long distances

Disadvantages of a STEP system include:

- Sizeable structure remains on the property
- Extended power outages can cause plumbing backups
- Removal of solids from the septic tanks must occur periodically
- Failure of a check valve could result in a sewage spill and resulting damages on private property.

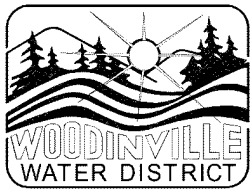
As the system would use a shared discharge force main, all of the individual pumps and controls would need to be owned and operated by the District. Currently, the District does not allow for shared force mains due to the added costs and risks involved.

Vacuum systems are described below. There are few of these systems installed in the U.S. primarily due to the reliance on mechanical components and proprietary suppliers. Vacuum systems have a high operating cost and would require additional staff training in their operation and maintenance. Vacuum systems are not conducive to expanding collection systems.

**Vacuum Sewers** Vacuum sewers rely on a central vacuum pump station to constantly maintain below atmospheric pressure in small diameter manifold piping. Atmospheric pressure is separated from the vacuum in the manifold by a vacuum interface valve. The gravity vacuum valve is typically in a sump serving about two homes. When the sump fills with sewage, hydrostatic pressure trips the interface valve open, and air pressure forces the sewage into the manifold and down the pipe to a central collection tank. The valve closes after a preset duration of time.

Sewage is propelled into the main at a high velocity due to the differential pressure of vacuum in the main and the higher atmospheric pressure behind the slug. Friction will eventually slow the sewage down and the sewage will flow to the lowest local elevation by gravity. The identical action will occur the next time the valve opens; the air rushing across the initial slug will lift that slug and force it further down the system. The initial slug will arrive at the central vacuum source after a number of valve openings. A transfer pump will deliver the accumulated storage to the treatment location once a



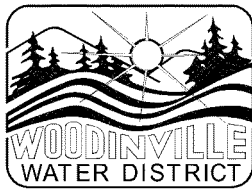


sufficient volume accumulates in the collection tank at the central vacuum source. The advantages of a vacuum system include:

- Smaller sewage collection piping has lower capital costs
- Shallow trenches have minimal impacts to pavement during construction
- Some elevation differences can be overcome
- System is reliable during power outages because central station has a generator

Disadvantages of a vacuum system include:

- Central vacuum station is a significant capital cost for modest systems
- Mechanically complex system that requires a higher level of maintenance than gravity systems.
- All homes must connect into the system
- Ability to accommodate elevation differences is limited
- All services must be reasonably close to the central vacuum station



## **CHAPTER 6 – OPERATIONS AND MAINTENANCE PROGRAM**

### **6.1 DISTRICT MANAGEMENT AND PERSONNEL**

The District is composed of approximately thirty-six (36) full time positions, which are organized into distinct departments including General Administration, Finance, Engineering, Operations, and IT/GIS. The managers in each department report to the General Manager who is responsible for the overall management of the utility. The General Manager reports directly to the Board of Commissioners. The staffing requirements in the District could change as the number of customers increases, in response to new regulations, or to address other business needs.

#### **6.1.A Organization**

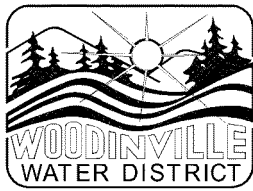
Figure 6-1 outlines the District staff and organization structure.

The General Administration department is led by the Administrative Services & Communications Manager. The department is responsible for providing administrative support to the commissioners, District departments, organizing staff training, human resources, employee hiring, maintaining District website, public records, public information, emergency preparedness and safety, records management, claims administration, and conservation. The Safety Officer provides safety training for all staff and leads the weekly safety meeting for the Operations crew.

The Operations department is led by the Operations & Maintenance Manager. The department is primarily responsible for operation and maintenance of the lift stations and force mains, including the gravity sewers and manholes.

The IT/GIS department is led by the IT Manager. The IT/GIS staff are responsible for the implementation, maintenance and support of all communications, network hardware, computer and telephone equipment, data storage and backup, physical security and cyber security initiatives, software, and services. The IT/GIS staff implement and manage all desktop and mobile mapping services used by other departments to support their daily functions. The Information Systems Supervisor is in the early stages of implementing an Asset Manager program.

The Engineering department is led by the District Engineer. This department is responsible for the design, design review, and inspection of new utility infrastructure and for development and management of all Capital Improvement projects. The engineering staff splits their time between the water and sewer systems. The rate of growth affects engineering staff requirements, as growth typically translates to the installation of new projects requiring engineering review



and construction inspection. Outside consultants are utilized for review and management of developer extension projects.

The Finance department is led by the Finance Manager. The department is responsible for payroll, employee benefits, customer service, billing, collection, accounts payable, and budget formulation.

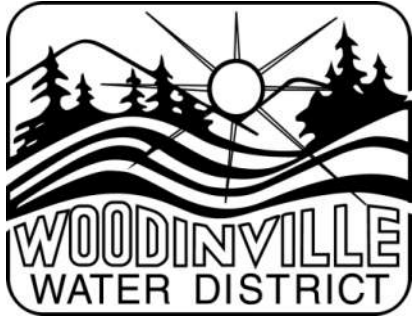
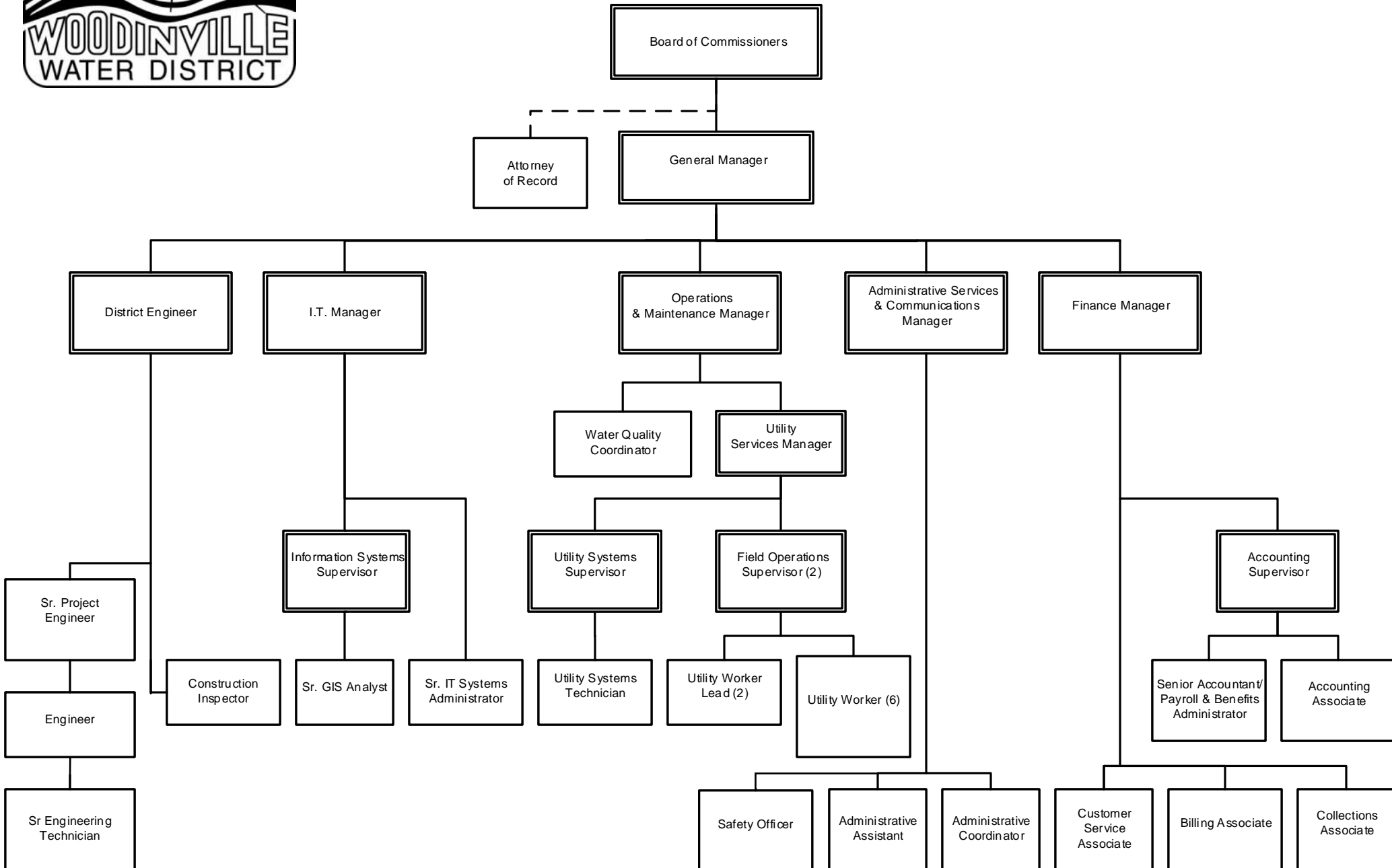
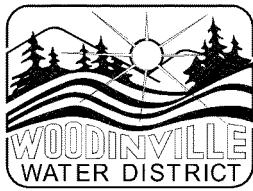


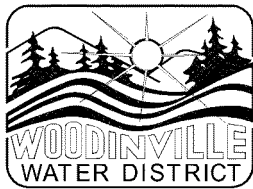
Figure 6.1 - Organization Chart  
Woodinville Water District







*(Page Intentionally Left Blank)*



### **6.1.B Certification and Training**

The District encourages its employees to obtain certification and training for skills relevant to operating and maintaining the sewer system. All operations staff must, at minimum, have the following:

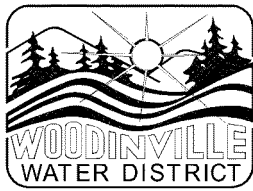
- A high school diploma or GED.
- A valid driver's license (a Commercial Driver's License may be required to operate some of the larger vehicles).
- Field staff must be
  - Certified for confined space entry (CSE),
  - NASSCO's Pipeline Assessment Certification Program (PACP).
  - Lateral Assessment Certification Program (LACP).
  - Manhole Assessment Certification Program (MACP).

The only certification recommended by the District for wastewater maintenance is State of Washington Wastewater Collection System Operator (WWCS) 1 certification.

The District provides employees with opportunities for training and certification relative to their position function. Each staff member annually receives approximately 24 hours training. Depending on the employee's function, training may include safety, confined space entry, record keeping, pump station electrical and instrumentation, pump station operation, public relations, vector truck operations and routine line maintenance, traffic control, emergency rescue procedures and sanitary sewer overflow (SSO)/emergency response. Training is provided in varying mixes of the following categories:

- Manufacturer training by various equipment suppliers and representatives
- On-the-job training in the field, the shop, or in the office
- In-house classroom training
- Industry-wide training at conferences and seminars away from the District

As an investment in development of its employees, the District pays for annual certification fees, for employee time and tuition for certification training courses and certification testing. The District also provides staff opportunities to continue their education necessary to maintain certification. Professional growth requirements for certification are met through continuing education units (CEU) that are recorded and maintained by the District. Time sheets are also coded to identify and track employee training hours. Water certified District personnel are required to obtain a minimum of three CEUs in each three-year renewal cycle.



## 6.2 ASSET MANAGEMENT

### 6.2.A Overview of Requirements

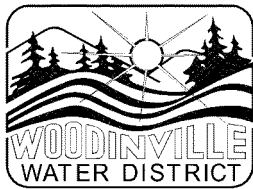
The largest and most valuable asset of the District is the utility infrastructure. The value of these assets may figure significantly in determining the rating of bonds for which the District qualifies. Prolonging the value of these assets by cost-effective annual maintenance, and thereby extending their service life, is one of the primary objectives of maintenance programs. The initial modern standardized framework for such a program was called Capacity, Management, Operations, and Maintenance (CMOM) and was promoted by the EPA. The initial maintenance actions performed by the District after CMOM was promoted by the EPA had aspects of the CMOM program. Asset Management is an improvement on CMOM and it represents the new goal for the District to achieve.

Wastewater system assets include pipes, manholes, lift stations and stationary equipment. An asset management program seeks to maximize the cost-effective utilization of these assets over their lifetime. Important parameters to an asset management plan are the Levels Of Service (LOS) and performance goals achieved over an extended period. Target levels of service are established relative to maintenance and operations and compared with actual levels of service to measure performance and adjust operating or maintenance activities. The five key components of an asset management plan include:

- Facilities inventory
- Condition assessment
- Asset valuation
- Operations, maintenance, repair, and replacement management
- Analysis and evaluation

The District is laying the groundwork in preparation for an Asset Management Program ("Program"). The District is following the Environmental Protection Agency's (EPA) Best Practices Guide (see Appendix G) for assistance in establishing this Program and a future Asset Management Plan. The District has complete horizontal feature data sets of the sewer system in the Enterprise GIS, available on mobile devices and desktops. The plan for tracking maintenance, repair and/or replacement information for vertical sewer system assets will be addressed during Computerized Maintenance Management System (CMMS) implementation.

The District is using ITPipes Cloud based sewer line video inspection software to assist in establishing baseline condition scoring for each sewer pipe. The District has adopted the NASSCO (National Association of Sewer Service Companies) standards for pipe and manhole condition scoring. Staff are using the PACP v7 pipe template, which is a standard form used nationwide. Staff assigned to this



project have been PACP (Pipe), MACP (Manhole) and LAPC (Lateral) trained and certified. District GIS staff developed a Manhole Condition Assessment form which follows the NASSCO standards and will be used for baseline condition scoring of each manhole in the system. The condition and inspection data for both pipes and manholes will be migrated to a CMMS once the District completes the RFP process, and a vendor is selected.

### **6.2.B Implementation of an Asset Management Plan**

The District is committed to following the EPA's Asset Management Best Practices Guide (see Appendix G). Asset management is typically implemented by answering the following five questions that reflect the five components mentioned above:

- What does the District own?
- Where is it located?
- What is its condition?
- What is its remaining service life?
- What is its value?

One of the key goals of a CMMS is to identify, prioritize and budget for future work. Knowing what future costs are anticipated allows for the charge rates to be balanced and provide a uniform series of steps, rather than sudden increases followed by held rates. Uniform rate increases are typically better received by the rate payers and a functioning CMMS system will aid in developing those rates.

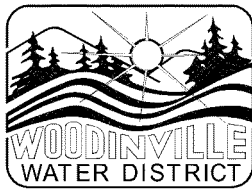
### **6.2.C Program Goals**

The mission of the Operations Department for the sewer system is to guard the health, safety, and welfare of the public by operating and maintaining the system in accordance with applicable codes, policies, and laws established by the County, State and Federal governments. The CMOM program was one tool utilized by the District to help achieve the goals and now the Asset Management program has replaced CMOM as the program goal.

Five (5) service standards have been established by the District to direct and measure the fulfillment of this mission, with the following affecting sewer operations:

- Flush and clean commercial and downtown sewer system piping twice every year
- Flush and clean the remainder of the sewer system piping on a five-year cycle
- Perform sewer locates within 48 hours of notification request





- Inspect sewer lift stations three times each week
- Perform annual inspections of all sewer easements to insure access for maintenance crews

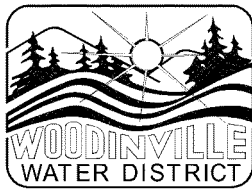
#### **6.2.D Maintenance Management**

The District has been using ArcGIS Online mapping and application services on mobile devices for routine asset inspection and data collection for many years, likely initiated as part of CMOM. The District implemented an on- premises ArcGIS Enterprise system in 2020, and the immediate goal is to rebuild the inspection and data collection maps, forms and dashboards used by field and office staff in ArcGIS Enterprise. Once this is accomplished, there will be one centralized SQL database for GIS feature data and maintenance records, putting the District in a much better position for Computerized Maintenance Management System (CMMS) implementation and integration, development of an Asset Management Plan and integration with other District information systems.

Work orders and service orders generated for repair or replacement of assets from the current financial system have no direct link with the assets in the GIS database. There is no mobile application for field crews to use when dispatched to do repair or replacement work via the current work order system. Labor, materials, and equipment are manually tracked and entered into the work order system at the office when the work is completed. The costs associated with the work on an individual asset cannot be easily accessed. All timesheet tasks are coded and relate to specific projects or categories of expenditure associated with line items in the District budget. The District is in the process of transitioning to a new management software system that provides improved features that will enable mobile access and integration with other District systems, such as GIS and CMMS.

Implementing a financial system and CMMS with direct links to the Districts GIS will allow service and work order requests to be linked to specific assets. Integration with the financial system will also give the District the ability to evaluate and identify trends in repair or replacement costs and plan for future budgets.

**Customer Service** Customer Service requests are currently received through telephone calls to the Customer Support Specialist and referred to the Operations department. Typically, less than ten emergency calls are received each year, usually during the rainy winter months. In addition, the District receives a variable number of requests and non-emergency calls daily. The calls are presently being logged in Munis (software logging/tracking application). Munis is being replaced by a newer government/municipality management system in 2022 known as Caselle (software logging/tracking application).



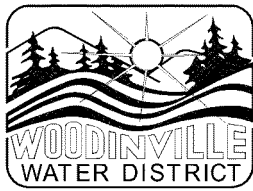
The Supervisor then determines the type of service being requested, creates a Service Order, and the data is entered into the service order database for tracking and storage. Likewise, equipment and system maintenance needs identified by field crews are reported to the Supervisor for initiation of a service order. Following is a summary of key information collected on the Service Order form:

- Customer identity—name, address, and telephone number
- Date of request
- Job number
- Description of work needed
- Itemized list of equipment, tools, materials, and labor used on the repair
- Date of Completion and means by which the customer was notified of the action.

### 6.3 ACTIVITIES TO MEET STANDARDS

Sewer system operations and maintenance (O&M) tasks are outlined in the *Weekly Workload Schedule* provided to the field crews each week by the Supervisor. In addition to routine monthly tasks, the weekly workload schedule includes specific tasks that have been identified through customer service requests, field inspections, equipment testing, or carried over from previous weeks. Routine duties include cleaning and inspection of sewer mains, manhole inspections, clearing easements, rat control, inspecting and testing lift stations and backup generators. A summary of key O&M activities with service standard goals as presented in Table 6-1.

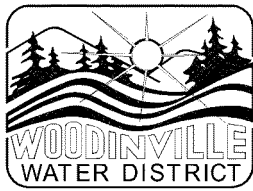
Table 6-1: Routine Operation & Maintenance	
Activity	Service Standard
Mainline Cleaning	Variable
Mainline Television Inspection	Up to 40,000 feet per year
Mainline Repairs	Within 30 days
Manhole Inspections	Variable
Manhole Adjustment & Repairs	As Needed
Easement Inspection & Clearing	Annually
Installed Cleanouts	As Needed
Customer Service Emergencies	Within 4 hrs.
Customer Service Problem Call	Within 48 hours
Lift Station Emergency Response	Within 2 hours
Lift Station Routine Inspect	3 times per week



## 6.4 DESIGN AND PERFORMANCE PROVISIONS

The District's sewer system is designed to operate automatically with little day-to-day supervision. Routing operating, monitoring, record-keeping, and maintenance procedures have been established by the District to ensure safe, efficient, continuous operation of the sewer system. Provisions to design and measure performance towards achieving the goals identified above are outlined in Table 6-2:

<b>Table 6-2: Performance Audit Outline</b>	
<b>Operations and Maintenance</b>	<b>Administration</b>
Maintenance Scheduling	Financial
Sewer Cleaning	<ul style="list-style-type: none"> <li>▪ User Rates &amp; User Charges</li> <li>▪ Public Education &amp; Outreach</li> </ul>
Pump Stations	Personnel
<ul style="list-style-type: none"> <li>▪ Operation</li> </ul>	<ul style="list-style-type: none"> <li>▪ Organization</li> </ul>
<ul style="list-style-type: none"> <li>▪ Emergency Response Plan</li> </ul>	<ul style="list-style-type: none"> <li>▪ Job Descriptions</li> </ul>
<ul style="list-style-type: none"> <li>▪ Alarms &amp; Monitoring</li> </ul>	<ul style="list-style-type: none"> <li>▪ Operator Safety</li> </ul>
<ul style="list-style-type: none"> <li>▪ Inspection</li> </ul>	Equipment and Tools
<ul style="list-style-type: none"> <li>▪ Preventive &amp; Routine Maintenance</li> </ul>	Legal – Sewer Use Resolution
<ul style="list-style-type: none"> <li>▪ Force Mains</li> </ul>	Engineering
Sewer System Evaluation	<ul style="list-style-type: none"> <li>▪ Development Review</li> </ul>
<ul style="list-style-type: none"> <li>▪ Flow Monitoring</li> </ul>	<ul style="list-style-type: none"> <li>▪ Design Standards</li> </ul>
<ul style="list-style-type: none"> <li>▪ Manhole Inspection</li> </ul>	<ul style="list-style-type: none"> <li>▪ Construction Inspection</li> </ul>
<ul style="list-style-type: none"> <li>▪ Sewer Cleaning</li> </ul>	<ul style="list-style-type: none"> <li>▪ Sewer Evaluation &amp; Rehabilitation</li> </ul>
<ul style="list-style-type: none"> <li>▪ Internal Television Inspection</li> </ul>	Graphical Information Systems
<ul style="list-style-type: none"> <li>▪ Dye Testing</li> </ul>	<ul style="list-style-type: none"> <li>• System Mapping</li> </ul>
<ul style="list-style-type: none"> <li>• Water Quality Monitoring</li> </ul>	Management Information Systems
Rehabilitation	Complaints
<ul style="list-style-type: none"> <li>▪ Mainline Repairs</li> </ul>	Public Relations
<ul style="list-style-type: none"> <li>▪ Manhole Repairs</li> </ul>	Emergency Maintenance & Contingency Plan
<ul style="list-style-type: none"> <li>▪ Service Laterals</li> </ul>	Spare Parts Inventory Management



## 6.5 MONITORING PROGRAM

**Water Quality** – The District is obligated by agreement with King County to have pretreatment requirements. Permits for specific industrial customers are issued by King County and administered by the County. The District does not conduct routine water quality monitoring of its wastewater. Aside from a few significant industrial users and some restaurants; the wastewater is essentially domestic in character.

**Sanitary Sewer Overflows (SSO)** – A component of the Operations is the management of combined sewer overflows (CSO's) and sanitary sewer overflows (SSO's). The District operates a separated sewer system and has no CSO's. An SSO occurs only rarely and usually due to a blockage in the sewer collection pipe system. When discovered, these are managed as an emergency event and reported as required by regulations.

**Flow Monitoring** – The District does not currently have equipment for temporary monitoring of gravity flow. In the past, WWD has partnered with King County or contracted services to monitor flows when needed. In conjunction with this plan, WWD had a vendor monitor the ten largest sewage collection basins during both wet and dry periods, see Chapter 4 for more information. The District is evaluating purchasing a portable flow meter to assist with operations trouble shooting and to support the CBD-CIC policy implementation.

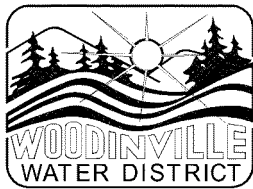
**Fats, Oils and Grease (FOG)** – The program is intended to monitor, identify sources, and reduce FOG in the sewer collection system. FOG congeals in the cooler wastewater flows and can form blockages that may result in SSO. These are often prevalent in flows from commercial food preparation and service locations where grease traps are poorly maintained or missing. Much of the program involves educating the FOG contributors to the problems they are creating.

## 6.6 STAFFING PROJECTIONS

The District employed 36 persons (full time equivalence) in 2021. The District's Campus Conditional Use Permit was amended in 2021 to allow up to 45 full time employees. As customer growth continues; additional staffing will be required.

Future staffing needs for the sewer utility will be driven largely by the development of new facilities requiring operator and maintenance attention, such as lift stations or new regulations. Development is dependent on market conditions, of course.





**6.7 EMERGENCY RESPONSE – Refer to the latest version of the Woodinville Water District Emergency Response Program. (December 2021) (on file at District Office)**

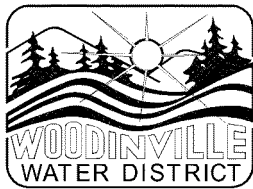
The District has had very few Sanitary Sewer Overflow (SSO) events in the past 10 years. Only two (2) reportable events were identified since 2012. This can be partly attributed to the pro-active maintenance measures, flushing and video inspection programs in-place. The past SSO was attributed to a grease build up creating a collection line blockage. Once identified it was cleared with no lasting damage and minimal surface cleanup.

**Sanitary Sewer Overflow Response Summary**

\*District alerted to spill

- Immediate dispatch of crew to evaluate and identify resources needed.
- Take action as needed to mitigate, eliminate or contain spill. Response may include wash down, vactor truck callout, temporary pumping, lime or other biodegradable surface treatment. Worst case scenarios may require temporary water shut down.
- Report to DOE with location, extent, estimated volume, actions taken and likely cause. After hours events are reported on the following business day.
- Notify local jurisdiction authorities (Police, Fire, Operations)

**6.8 SAFETY PROCEDURES – Refer to the Woodinville Water District Safety Program Manual. (on file at District Office)**



## CHAPTER 7 – DISTRICT STANDARDS

### 7.1 PERFORMANCE AND DESIGN CRITERIA

Sewer System Design Criteria and standards have been developed and periodically updated to maintain a consistent minimum level of service throughout the District. These criteria and standards facilitate planning, design, and construction of sewer system projects to achieve a predictable level of quality.

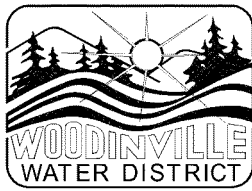
The District provides a copy of the latest **Standard Specifications for Developer Extensions** on their public website: <https://www.woodinvillewater.com/216/Standard-Specifications>. A listing of all standards, with current links, is provided at the end of this chapter.

The following is a partial list of criteria which affect sizing and siting of facilities. A detailed listing of design requirements for sewer systems is available in the “Criteria for Sewage Works Design” (Orange Book) prepared by the Washington State Department of Ecology, as revised December 1998. Additional information has been adopted by the District on specific design criteria, which is shown in the **Standard Specifications for Developer Extensions**. The District requires that all design be performed by a Professional Engineer currently licensed in the State of Washington. Owner and/or Designer should note that the information in the current edition of the Orange Book typically takes precedence over the local specifications if there are any conflicting items. The District can and does have more restrictive specifications than the range of options allowable under the Orange Book.

#### 7.1.A Gravity Sewers

The following are specifics developed for existing pipe design based on the “Criteria for Sewage Works Design” and the ‘Standard Sewer Specifications of the Woodinville Water District, whichever are more stringent. Future pipe capacities are developed from flows generated by flow simulation by the model, and future pipes are sized according to this flow simulation.

- Sewer mains shall be designed to accept the maximum hourly wet weather flow; minimum peak design flow is 400 percent of the average annual flow for laterals and 250 percent of the average annual flow for interceptors/trunks.
- Minimum sewer main diameter shall be 8 inches.
- Slopes shall maintain a mean minimum velocity of 2.0 ft/sec when flowing full. Minimum slopes are shown in **Table 7-1**, although greater slopes are desirable.



**Table 7-1  
Minimum Pipe Slope Criteria for Sewer Mains**

<b>Sewer Size (inches)</b>	<b>Minimum Slope (feet/100 feet)</b>
8	0.40
10	0.28
12	0.22
14	0.17
15	0.15
16	0.14
18	0.12
21	0.10
24	0.08
27	0.07
30	0.06
36	0.05

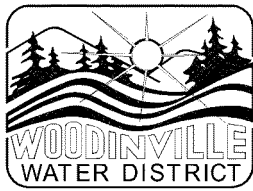
- Polyvinyl chloride sewer pipe meeting the requirements of ASTM D3034 for SDR-35 wall thickness may be used in sizes up to 12 inches. Class 52 minimum ductile iron pipe rated for sewer use shall be used in locations where depth of cover exceeds 15 feet, for all installations of pipe 14 inches or greater in diameter, and for force mains.

A minimum horizontal separation of 10 feet shall be maintained between sewers and existing potable water lines, wherever possible. Smaller separations may be allowed per Section C1-9 of the "Criteria for Sewage Works."

- Sewer mains shall have a depth of 8 feet when located in the right-of-way.

### **7.1.B Laterals and Side Sewers**

- (Residential) Lateral sewers from the sewer main to the property line shall be 6-inch minimum diameter and shall be connected to the sewer main with a formed tee or saddle. The minimum depth at the property line is five (5) feet below the floor to be served or six (6) feet below the street, whichever is greater.
- (Commercial) Lateral side sewers shall connect to the sewer main at a manhole. The minimum depth at the property line is five (5) feet below the floor to be served or six (6) feet below the street, whichever is greater.
- A cleanout or inspection tee for each sewer lateral shall be provided at the property line to facilitate testing and maintenance.
- Side sewers from the right-of-way or easement property line to the building plumbing shall be a minimum of 4-inches in diameter, with cleanouts provided at every change in direction, and every 100 feet.



- Minimum side sewer depth of cover is 3 feet. The sewer shall be sufficiently deep to prevent freezing and physical damage and to allow the sewer to receive sewage from adjacent service connections by gravity.
- Maximum length of side sewers shall not exceed 150 feet.

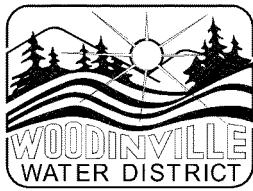
### **7.1.C Manholes**

- Manholes are required at the end of each sewer main to facilitate maintenance and future extensions.
- Manholes are required at every change in grade, pipe size, or alignment; at all sewer main intersections; and at a maximum spacing of 400 feet.
- Minimum manhole diameter is 48 inches, and manholes shall be at least 5 feet deep to the pipe invert with 0.1 of gradient fall through the manhole channel.
- Watertight manhole covers will be used, and not more than three adjustment rings shall be used to bring the manhole rim to street grade. Jointed manholes (bricks or cement blocks) will not be allowed. Pipe connections to manholes shall use flexible joints to help maintain water tightness upon settlement.
- Drop manholes shall only use external drops in manholes of 48-inch diameter unless internal drops are approved by the District Engineer.
- Manholes placed in areas of high ground water shall use “Rapid Seal” or other District approved means to prevent infiltration.

### **7.1.D Lift Stations**

- Lift station siting should consider the impacts of noise, odor, vehicle access, and aesthetics, wherever possible. Sites should be selected to allow for future expansion as necessary. Flood protection shall be provided.
- Lift stations shall contain a minimum of two pumps, each capable of handling the expected maximum flow (minimum required is 250 percent of the average annual design flow). Where three or more pumps are used, the station must be able to pump the maximum flow with any one pump out of service.
- Variable speed pumps will be used where appropriate, to reduce the pump starts and stops, thus producing smoother flow patterns and minimizing the stagnant time delays that may produce septic conditions in the wet well.
- Pump suction and discharge openings shall be at least 4 inches in diameter.
- A sewage flowmeter (a minimum of a totalizer) shall be provided on all new pumping facilities.
- Emergency power shall be provided that, alone or combined with storage, will prevent overflows from occurring during any outage. The storage component, if required, shall be based on 2 days of projected flows.
- An alarm and telemetry system shall be provided for all sewage lift stations and integrated into the District’s SCADA system by the District’s selected vendor.
- Individual site pumps (grinder pumps) shall only be used where approved by the District and shall be owned and maintained by the property owner.





### **7.1.E Force Mains**

- Minimum force main diameter is 4 inches for solids handling pumps. Smaller diameters are acceptable for grinder pumps or Septic Tank Effluent Pump (STEP) systems.
- At pumping capacity, velocities between 3.5 ft/sec and 8 ft/sec shall be maintained.
- Pipe material shall be sewer rated ductile iron, HDPE or as approved by the District Engineer.

### **7.1.F Inverted Siphons**

- Inverted siphons shall not have less than two barrels with a minimum diameter of 6 inches.
- Appurtenances necessary for convenient flushing and maintenance shall be provided.
- Average flow velocities of at least 3.5 ft/sec shall be provided.
- A rock catcher and coarse screen shall be provided to prevent plugging.
- Facilities shall be provided to allow normal flow to be diverted from either barrel for cleaning or maintenance.

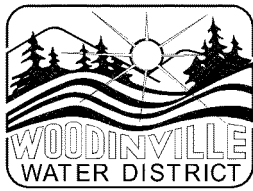
### **7.1.G Easements**

- Minimum width of sewer easements is 20 feet but shall never be less than twice the depth of the sewer main.
- Joint utility easements (water and sewer) shall be a minimum of 25 feet. Larger easements shall be required if the depth of the sewer main exceeds 10 feet.

## **7.2 POLICIES AND REQUIREMENTS FOR DEVELOPERS**

The District has developed a set of policies and procedures that provide a common basis for administering and extending the sewer system. These guidelines have progressed in response to the increased need for sewer service in response to developments and population growth and the continual updates to the land use regulations set forth by King County and the City of Woodinville for the sanitary service area. In general, the developer is required to extend the sewer collection system from the existing system, through the developer's project (development) to allow the further extension of the collection system.

The District's overall policy is that "Development pays for development", meaning that the developer (property owner) is responsible for all fees and charges related to extending sewer service to serve the property in question. The District may contribute



under specific situations that benefit the current rate payers such as pipe upsizing or additional placement depth for future needs.

The policies include the Developer Extension Agreement, the Standard Specifications and Details and related forms that are all available through the District's website: <https://www.woodinvillewater.com/157/Developer-Extension-Process> which further describes the process.

Development is responsible for the cost of increasing capacity within the existing collection system whenever their project will require capacity that exceeds what is currently allocated. For a more efficient means of construction sequencing, the District has adopted the Central Business District – Capacity Improvements Charge (CBD-CIC) policy that allows developers to pay for their off-site impacts and the District to construct capacity increasing (parallel or upsized pipes) projects in the order that is most beneficial.

### **7.3 STANDARD SPECIFICATIONS AND DETAILS**

The following is a listing of the current specifications and standard details:

## 2020 Standard Specifications and Details

Resolution Number 3982 authorizes the updated Standard Specifications for all new Water and Sewer Developer Extensions submitted after April 20, 2021

### Water and Sewer General Provisions

- [003- WATER AND SEWER-GENERAL PROVISIONS](#)

### Sewer Standard Documents

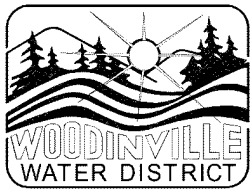
- [Sewer Specifications - Construction \(PDF\)](#)
- [Sewer Specifications - Materials \(PDF\)](#)

### Sewer Standard Details

- [GENERAL SEWER NOTES](#)
- [WWD STD SEW 1 Connection to Existing Manhole \(PDF\)](#)
- [WWD STD SEW 2 Standard Manhole Detail \(PDF\)](#)
- [WWD STD SEW 3 Saddle Manhole Detail \(PDF\)](#)
- [WWD STD SEW 4 Alternate Saddle Manhole Detail \(PDF\)](#)
- [WWD STD SEW 5 Shallow Manhole Detail \(PDF\)](#)
- [WWD STD SEW 5A Deep Manhole Detail Depths Greater Than 20-Foot \(PDF\)](#)
- [WWD STD SEW 6 Outside Drop Manhole Installation \(PDF\)](#)
- [WWD STD SEW 7 Inside Drop Manhole Detail \(PDF\)](#)
- [WWD STD SEW 8 Typical Longitudinal Trench Section \(PDF\)](#)
- [WWD STD SEW 8A Typical Transverse Trench Section \(PDF\)](#)
- [WWD STD SEW 9 Typical Trench Section in Easement Areas \(PDF\)](#)
- [WWD STD SEW 10 Trench Restoration \(PDF\)](#)
- [WWD STD SEW 11 Trench Dams \(PDF\)](#)
- [WWD STD SEW 12 Concrete Anchor for Sewer Mains in Steep Slopes \(PDF\)](#)

- [WWD STD SEW 13 Casing Details and Requirements \(PDF\)](#)
- [WWD STD SEW 14 Sewer Clean out Detail \(PDF\)](#)
- [WWD STD SEW 15 Standard Side Sewer Installation \(PDF\)](#)
- [WWD STD SEW 16 \(FLAT TOP MH\)](#)
- [WWD STD SEW 17 Side Sewer Installation on Existing Main \(PDF\)](#)
- [WWD STD SEW 18 Step and Ladder Details \(PDF\)](#)
- [WWD STD SEW 19 Channel and Ladder Location Details \(PDF\)](#)
- [WWD STD SEW 20 Watertight Manhole Casting and Frame \(PDF\)](#)
- [WWD STD SEW 21 Manhole Collar Detail \(PDF\)](#)
- [WWD STD SEW 22 Manhole Casting Adjustment in Asphalt Overlay \(PDF\)](#)
- [WWD STD SEW 23 Operations and Maintenance Vector Access Road \(PDF\)](#)
- [WWD STD SEW 24 Private Side Sewer Installation Requirements \(PDF\)](#)
- [WWD STD SEW 25 Private Side Sewer as Built Requirements \(PDF\)](#)





## CHAPTER 8 – CAPITAL IMPROVEMENT PLAN

This Chapter builds on the system evaluation presented in Chapter 5 to organize, prioritize, and prepare preliminary (planning level) cost estimates for necessary sewer system improvements. The listed improvements are presented based on their underlying source:

- Operations based, known, condition assessment
- System Analysis routing evaluations
- Hydraulic Model based, capacity deficiencies

**Figures 8-1a and 8-1b** provides an overview of all Capital Improvement Plan (CIP) project locations and extents, more detailed figures are provided for sequential trunk line improvements in Basins 3, 8, and 9. Projects are designated with a “C-” followed by a number for unique identification and will be referenced throughout this Chapter.

### 8.1 COSTING

The CIP is based on “Project Costs” and intended to capture all costs related to the work including:

- Survey
- Design Engineering & Plan Preparation
- Permitting
- Construction Cost
- Taxes
- WWD Staff (inspection and coordination)

The costs shown are based on historical project cost values and indexed to December 2020, with a Seattle Engineering News Record (ENR) Index value of 12840.41. Reader should use ENR or other cost inflation basis to adjust for the timing of actual construction. This plan was prepared during the 2020-2021 Covid 19 pandemic, costs do not generally reflect the emerging trends brought about by the pandemic. Trends included rapidly rising construction costs, supply chain disruptions and a reduction in the production rates. Another trend to monitor is increased efforts in permitting regulations and compliance.

Project costs relative to unit cost of pipe per lineal feet (LF) of pipe installed (repaired, lined, upsized, replaced) are shown in **Table 8-1** and are inclusive of both pipe, manholes and roadway restoration via patching. The unit price values include a small contingency for alternative materials such as Restrained Joint pipe where applicable. Specific project costs will be refined as each project moves through the design phase and means and materials decisions are made.

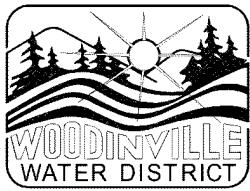
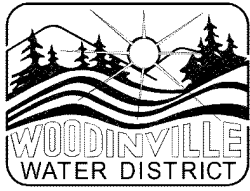


Table 8-1: Planning Level Unit Pipe Project Costs	
Cost Index	Seattle ENR, December 2020 = 12840.41
Pipe Diameter Installed (in)	Cost per LF
8	\$ 470
10	\$ 490
12	\$ 500
15	\$ 530
18	\$ 590
21	\$ 620
24	\$ 650



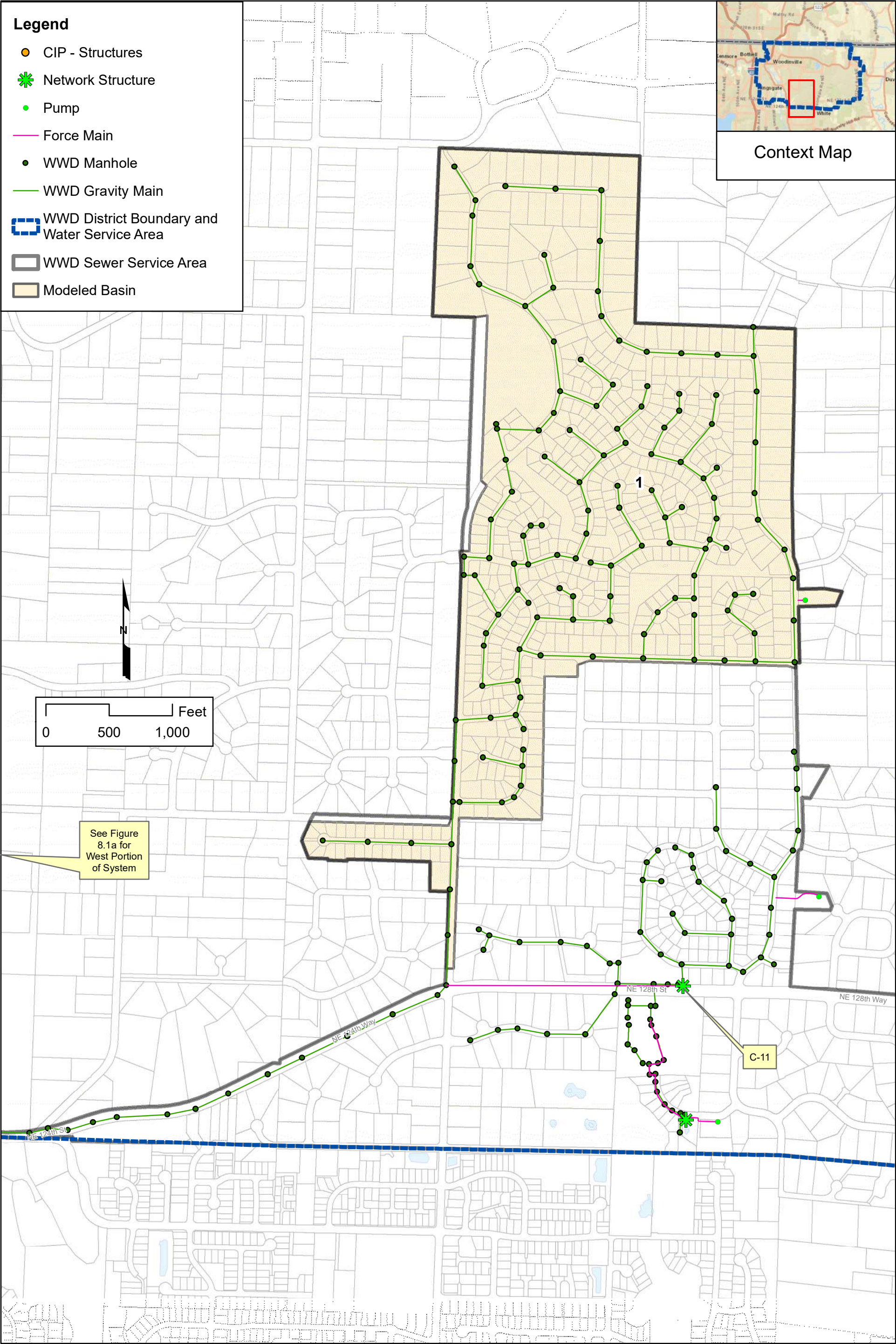


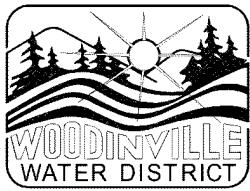




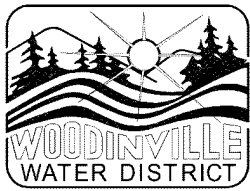
*(Page Intentionally Left Blank)*







*(Page Intentionally Left Blank)*



## 8.2 CONDITION BASED CIP

The Operations staff has reviewed the system and assisted in developing the projects listed in **Table 8-2: Condition Based CIP** to respond to known structural condition issues. As discussed earlier, projects that are to be developed in actionable projects have been assigned a “C-” reference number. Additionally, there are projects that have been identified as operational (condition) and as Capacity projects requiring pipe upsizing. These projects are listed in Table 8-2 with lowercase letter designations such as “(a)” or “(b)” and are shown for clarity. The capacity and condition projects do not include a cost as their improvements are included within the projects noted within the Table. The actionable project locations are shown on Figure 8-1a or 8-1b. The projects that have both condition AND capacity issues are included and costed in **Table 8-4: Capacity Based CIP**.



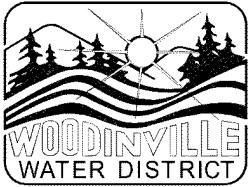
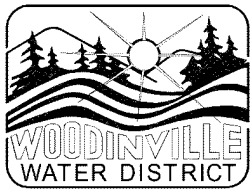


TABLE 8-2: Condition Based CIP								
CIP Ref #	Basin	From	To	Prop. Dia.	QTY	Scope	Budget (2020 \$)	Priority
C-1			Portable Sewer Flow Meter		1 EA	Purchase a portable flow meter for use in tracking flows in the network.	\$ 10,000.00	High
C-2	6	MH 0776	MH 1623	8	2030 LF	[Sammamish Slough] Size on size replacement, either via pipe bursting or CIPP. Note: Pipe segment MH71 to MH72 Was recently lined.	\$ 954,100.00	High
C-3	7	MH 0091		15	108 LF	Remove reverse angle turn by adding two manholes and a diagonal stretch of pipe. An easement will be required for this route change.	\$ 80,136.00	High
(a)	8	MH 0062	MH 0016	Varies 10-15	3396 LF	[NE 175 <sup>th</sup> ST] Older concrete pipe, roots, structural. Bursting or parallel cut/cover replacement with upsize. This project was identified by both Condition and Capacity. See projects C-34 and C-35 in Table 8-4 for costing.	\$ -	Med
(b)	8	MH 0016	MH W11-A04	18 to 21	572 LF	[NE 175 <sup>th</sup> ST ext] Older concrete pipe, roots, structural. Bursting or parallel cut/cover replacement with upsize. This project was identified by both Condition and Capacity. See costing included in Table 8-4. See projects C-35 and C-36	\$ -	Med
C-4	23	MH 0003	MH W11-97	8	960 LF	Size on size replacement, either via pipe bursting or CIPP, including replacement of approximately 4 manholes.	\$ 451,200.00	Med
C-5	6	MH 0772	MH 0078	8	1332 LF	[NE Woodinville Dr.] Size on size replacement, either via pipe bursting or CIPP including replacement of approximately 5 manholes.	\$ 626,040.00	Med
C-8	4	SP-3			1 EA	Replace top hatch at Siphon 3.	\$ 20,000.00	Low
C-9		Various			6 EA	Reseal manholes 296A, 500, 912, 979, 989, 990.	\$ 30,000.00	Low
C-10	3	MH 0920			1 EA	Improve access to existing manhole.	\$ 20,000.00	Low
C-11	2	SR LS			1 EA	Full repair and rehabilitation of Sunrise Lift Station.	\$ 80,000.00	Low
(c)	3	MH 0919	MH 912B	8	2398 LF	[141 <sup>st</sup> Ave NE] Sags, roots, blockages. Bursting or parallel cut/cover replacement with upsize. This project was identified by both Condition and Capacity. See costing included in Table 8-4. See projects C-15.	\$ -	Low
Total							\$ 2,271,476.00	

Projects (a), (b) and (c) are not assigned CIP #s or included in the Condition based costs as they represent projects that are also included in the Capacity section, Table 8-4.





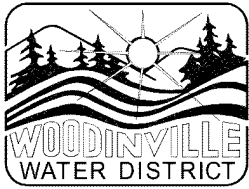
### 8.3 ROUTING BASED CIP

There are two areas where services within the district's service area are currently being served by Northshore Utility District that could be re-routed into the WWD. Both areas are in Basin 3 in the SW portion of the District and re-route options are shown in **Figure 5.5b**. **Table 8-3** provides more specific information. Both projects are dependent on downstream Capacity projects C-20, C-21, C-22 being constructed and in use before the reroute connections are made.

Approximately thirty-six lots can be added with the connection at MH 1490, with approximately ten additional lots that could be served in the future if easements could be obtained to further extend the rerouting.

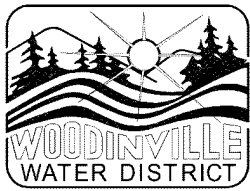
The connection at MH 1345 would add approximately 104 Townhomes, 163 single family residences, 40 apartment buildings and one elementary school.

It should be noted that the above projects should not be considered as recommendations. The decision and timing to perform these optional projects are at the District's discretion. The budget costs for these two reroutes are given in **Table 8-3** however DEA performed no cost-benefit analysis as such an analysis is outside the scope of this report. Factors such as staffing levels and funding sources influence such an analysis. The District should perform such an analysis if they decide to investigate further and prior to any final decisions.



**TABLE 8-3: Routing Analysis CIP**

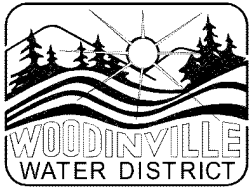
CIP Ref #	Basin	From	To	Prop. Dia.	QTY	Scope	Budget (2020 \$)
C-13 <sup>1</sup>	3	NUD	MH 1345	8	122 LF	Connection from existing Northshore Utility District network to MH 1345 to reclaim service area	\$ 57,340.00
C-14 <sup>1</sup>	3	NUD	MH 1490	8	286 LF	Connection from existing Northshore Utility District network to MH 1490 to reclaim service area	\$ 134,420.00
<b>Total</b>							<b>\$ 191,760.00</b>
1. See description in section 8.3 for precursor project [141 <sup>st</sup> Ave NE] required before these projects are constructed.							



## 8.4 HYDRAULIC CAPACITY CIP

Per the hydraulic modelling discussed in Chapter 5, several projects have been identified to increase network capacity to meet forecast requirements. Figures 5-2.1 through 5-2.11 in Appendix A graphically show the segments which are forecasted to have capacity issues. Most of the work is in Basins 8 and 9. The work is tied to the Central Business District development in that area. Due to the quantity of work involved, and the difference between current density and forecast density, it is recommended that Central Business District projects be phased to coincide with development, starting with the downstream segments. **Table 8-4** lists the Capacity CIP projects. Figures 8-1a and 8-1b provide an overview of CIP project locations and Figures 8-2 (Basin 3), 8-3 (Basin 8) and 8-4 (Basin 9) show a more detailed view of the three larger capacity projects.

**Contingency Allowances:** The Capacity CIP includes an allowance in each of the Central Business District basins (basins 7, 8 and 9) to account for the pipe routing of any specific project that would concentrate flow into a pathway not specifically modelled for that flow and for the higher risk of encountering an unforeseen condition that could further escalate the project cost. Each significant redevelopment project will need to be evaluated after the developers have selected their preferred route. The fact that the redevelopment is occurring through the oldest portions of the sewer collection system and through areas that have been subject to several utility revisions increases the risk in these areas.



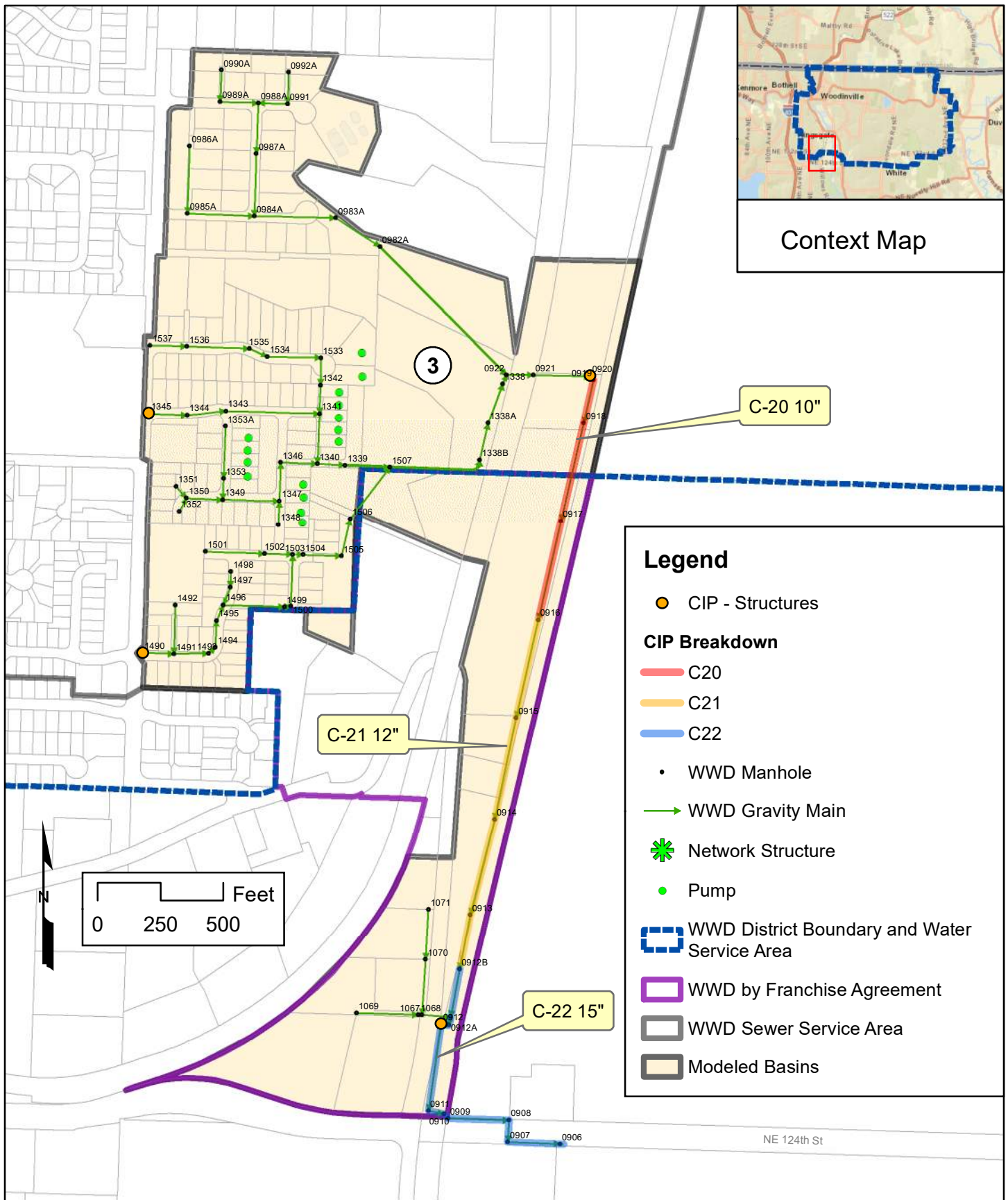
**Table 8-4: Capacity Based CIP**

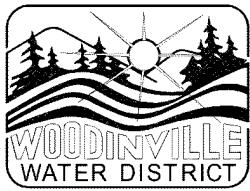
CIP Ref #	BASIN	From MH	To MH	Upsized Dia.	Length (ft)	Budget (2020 \$)
C-20	3	919	916	10	977	\$ 478,730.00
C-21	3	916	0912B	12	1424	\$ 712,000.00
C-22	3	0912B	906	15	1225	\$ 649,250.00
C-23	5	934	234	12	638	\$ 319,000.00
C-25 <sup>1</sup>	7	TBD	TBD	10	500	\$ 245,000.00
C-29 <sup>1</sup>	8	TBD	TBD	10	600	\$ 294,000.00
C-30	8	134	133	10	247	\$ 121,030.00
C-31	8	132	127	12	212	\$ 106,000.00
C-32 <sup>2</sup>	8	326	124	10	504	\$ 246,960.00
C-33 <sup>2</sup>	8	124	60	12	804	\$ 402,000.00
C-34 <sup>2</sup>	8	60	49	15	1137	\$ 602,610.00
C-35 <sup>2</sup>	8	49	18	18	1125	\$ 663,750.00
C-36 <sup>2</sup>	8	18	W11A04	21	995	\$ 616,900.00
C-37 <sup>1</sup>	9	TBD	TBD	10	500	\$ 245,000.00
C-40	9	459	981	10	257	\$ 125,930.00
C-41 <sup>2</sup>	9	981	976	15	1219	\$ 646,070.00
<b>Total</b>						<b>\$ 6,474,230.00</b>

1. This project is an allowance for replacement of pipe not directly represented in the model.

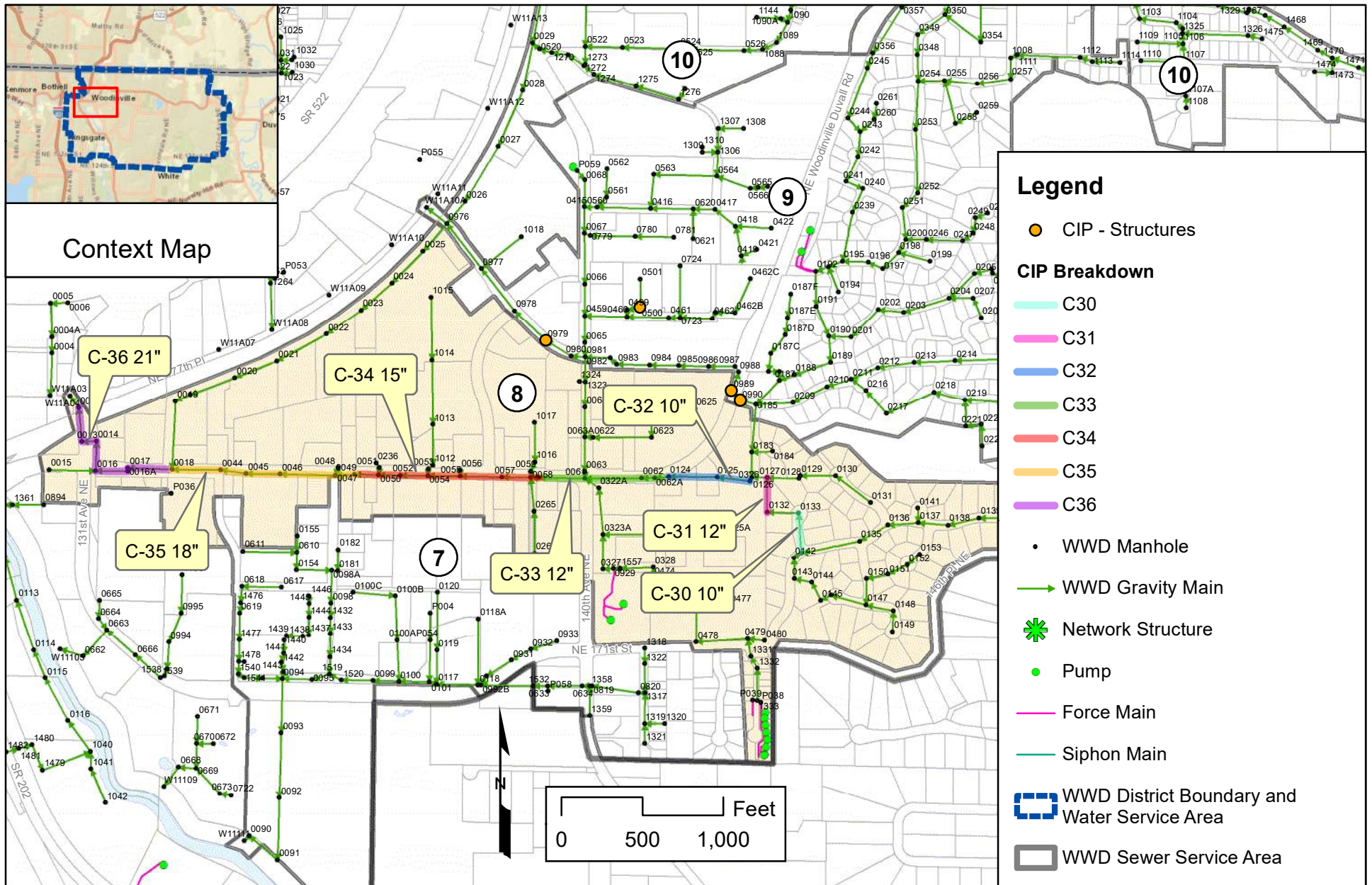
2. This project is expected to be completed in phases alongside development, beginning with the downstream segments

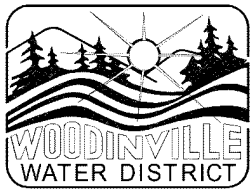






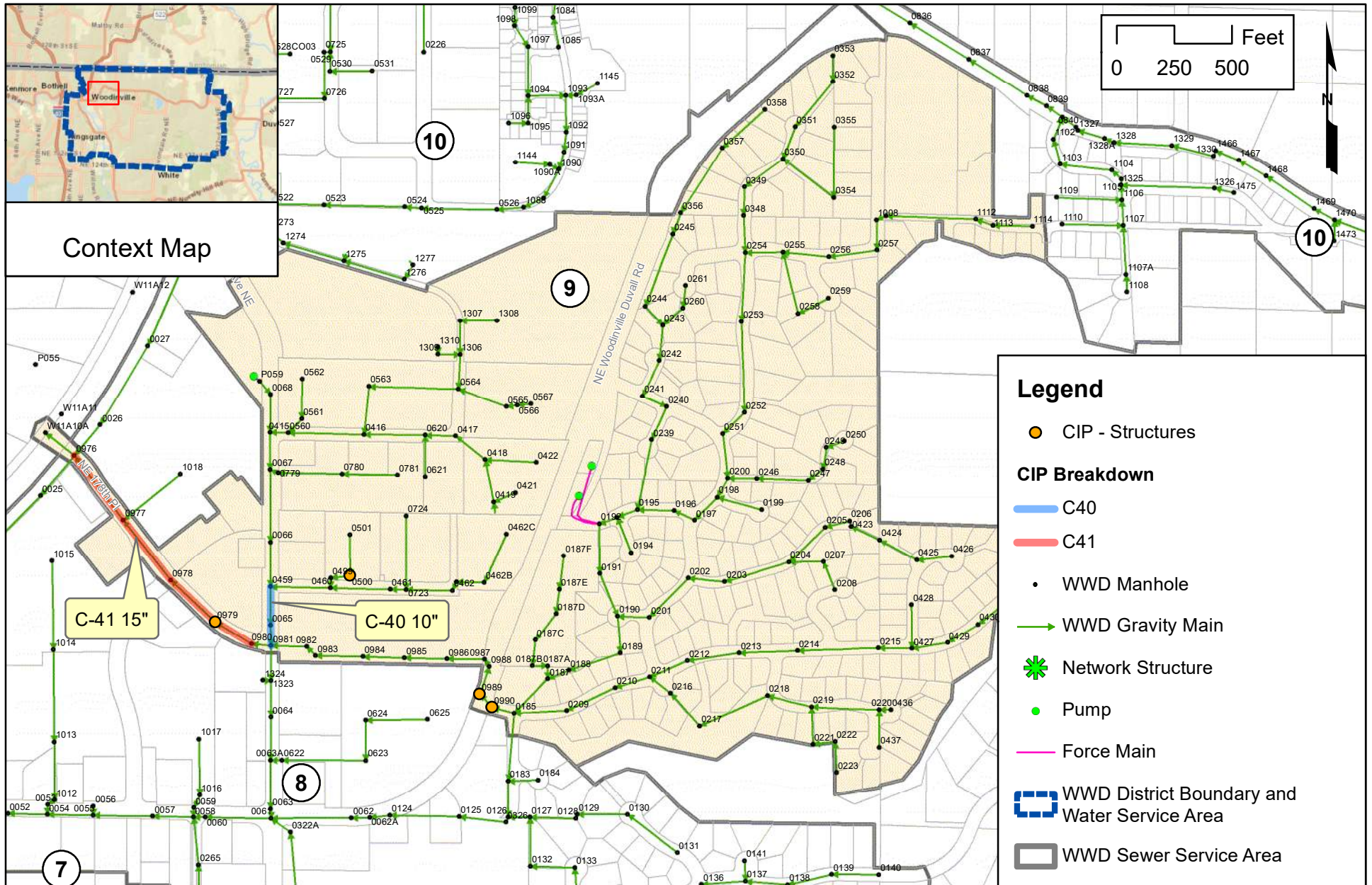
*(Page Intentionally Left Blank)*

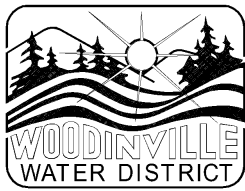




*(Page Intentionally Left Blank)*







## CHAPTER 9 - FINANCIAL

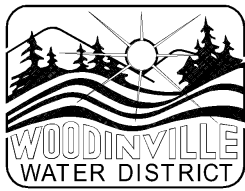
The District has a skilled financial department that prepares, monitors, reports and forecasts the financial needs and performance of the District. The complete biennial budget report for 2021-2022 is attached in Appendix E. Some of the following information is duplicated or summarized from the District's 2021-2022 Budget.

### 9.1 CURRENT RATE STRUCTURE

Woodinville Water District prepared a final budget for 2021 and 2022 (see Appendix F for the sewer specific portions of the final budget). Within this document, the rates for 2018 through 2022 and the forecasted rates for 2023 through 2024 are shown. These sewer charges are summarized in **Table 9-1**, with the local program costs for the District identified separately from the treatment charges to be paid to the King County Wastewater Division. All charges shown are for 1 Equivalent Residential Unit (ERU). Connections are billed on a bi-monthly schedule.

<b>Table 9-1: Sewer Rates</b>				
<b>Budget Year</b>	<b>Local Program Charges (month)</b>	<b>KCWTD Charges (month)</b>	<b>Effective Monthly Sewer Charge</b>	<b>Actual Bi-Monthly Charge</b>
2018 Budget	\$ 27.15	\$ 44.22	\$ 71.37	
2019 Budget	\$ 27.15	\$ 45.33	\$ 72.48	
2020 Budget	\$ 27.15	\$ 45.33	\$ 72.48	
2021 Budget	\$ 27.96	\$ 47.87	\$ 75.83	
2022 Budget	\$ 28.80	\$ 49.27	\$ 78.07	\$ 156.14
2022 Low Income	\$ 23.80	\$ 49.27	\$73.07	\$ 146.14
2022 Industrial	\$28.80	\$ 87.83 per 1000 gal		By flow
2023 Forecast	\$ 29.66	\$ 52.23	\$ 81.89	
2024 Forecast	\$ 30.55	\$ 52.26	\$ 85.81	
2022 System Development (per ERU)	\$ 3,711.00			
2022 CBD-CIC Fee (per ERU)	\$ 558.00			

Table 9.1 shows that King County treatment cost will continue to comprise the largest component of the District rate structure, as has been true in years past.



## 9.2 SYSTEM DEVELOPMENT FEES

All new connections or changes of use that increase the sewer flow to the collection system are required to pay a System Development Charge (Connection Charge) to “buy in” to the existing collection system. The fee is due before side sewer permits are issued.

The 2022 System Development Fee is \$ 3,711.00 per Residential Customer Equivalent.

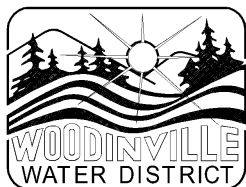
The District periodically reviews the capital expenditures into the system and adjusts (increases) the fee accordingly. Additionally, the District has incorporated an automated minimum annual increase linked to the inflation cost of construction as published by the Engineering News Record for Construction Cost Index.

The District has also implemented a Central Business District – Capacity Improvements Charge policy (CBD-CIC) fee. This fee applies to areas/lots that were identified as requiring significant existing pipe upsizing to support zoning density increases by the City of Woodinville within their Central Business District (CBD) redevelopment area. These include Basins 7, 8, & 9 as shown in **Figure 4-1**. The policy collects fees from developers at the time they apply for sewer service. The fees fund the capacity increase portion of a pipe replacement required to provide sewer service to the developer's project. Collected fees are proportionate to the development's impact to the existing collection system. The collected fees will be used to partially fund the Capital Improvement Projects located within the CBD area. The remaining fees will come from District sources and are intended to represent the portion of project cost involved in replacing existing capacity.

In 2022 the unit rate used in the CBD-CIC fee is \$558.00 per each additional ERU added over the average of the past 2 years historical use. A cost factor is also applied to the extent that the proposed density exceeds the planning density of 60 Dwelling Units per Acre set by the City of Woodinville.

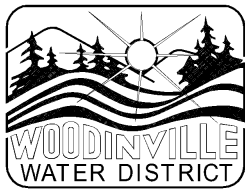
## 9.3 OPERATIONS AND MAINTENANCE BUDGETS

Projected operating and maintenance expenses for the six-year planning period were also developed in the 2021-2022 final budget and were used to forecast the sewer rates needed in future years. **Table 9-2** shows the resulting balances in the Sewer Maintenance Fund. The full financial analysis is included in Appendix E.


**TABLE 9-2: SEWER MAINTENANCE FUND**

Sewer Maintenance Fund Six-Year Financial Forecast Based on District Rate Model Projections (1) <i>Actual &amp; Forecasted Sewer Rate Increase: 2021 - 2022 Budget</i>						
District Sewer Rates	3.0%	3.0%	3.0%	3.0%	3.5%	3.5%
Metro Sewer Rates	5.6%	0.0%	15.0%	0.0%	15.0%	0.0%
Total Rate Increase	4.6%	1.1%	10.5%	1.1%	10.9%	1.2%
Budget Overview	Budget		Forecast			
	2021	2022	2023	2024	2025	2026
<b>Revenues</b>						
Sewer Service Revenues (Including Rate Increases)	\$6,174,911	\$6,255,998	\$6,874,907	\$6,970,614	\$7,694,563	\$7,796,224
Interest Earnings	3,008	2,939	2,957	2,942	2,948	2,943
Loss on Impaired Investments						
Other Revenues	5,000	5,000	5,000	5,025	5,050	5,075
<b>Total Revenues</b>	<b>6,182,920</b>	<b>6,263,937</b>	<b>6,882,864</b>	<b>6,978,582</b>	<b>7,702,561</b>	<b>7,804,242</b>
<b>Expenditures</b>						
King County Wastewater Treatment Charges	\$4,165,379	\$4,178,016	\$4,724,465	\$4,744,943	\$5,379,401	\$5,402,951
Utility Tax	54,116	55,282	77,900	80,418	106,637	109,686
Sewer Operations	515,367	526,835	548,410	571,030	594,755	619,647
Indirect Overhead Chgs/ Capitalized Salary & Overhead	782,873	786,552	810,149	834,453	859,487	885,271
Annual Debt Service	0	0	0	0	0	0
Trsf to Equip. Replacement Resv	60,210	60,210	60,210	60,210	60,210	60,210
Capital Transfers from Rates	632,800	649,900	667,400	685,400	703,900	722,900
<b>Total Expenditures</b>	<b>\$6,210,745</b>	<b>\$6,256,796</b>	<b>\$6,888,533</b>	<b>\$6,976,454</b>	<b>\$7,704,390</b>	<b>\$7,800,666</b>
<b>Net Surplus / (Deficit) of Revenues Over Expenditures</b>	<b>(\$27,826)</b>	<b>\$7,141</b>	<b>(\$5,669)</b>	<b>\$2,128</b>	<b>(\$1,828)</b>	<b>\$3,577</b>
Funds Deducted from/(Added to) Operating Reserve	\$27,826	(\$7,141)	\$5,669	(\$2,128)	\$1,828	(\$3,577)
<b>Net Ending Cash Flow Surplus/(Deficit)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Operating Reserve</b>						
Beginning Reserve Balance	\$1,203,334	\$1,175,509	\$1,182,650	\$1,176,981	\$1,179,108	\$1,177,280
Funds (Deducted from) or Added to Operating Reserve	(27,826)	7,141	(5,669)	2,128	(1,828)	3,577
Transfer From Catastrophe Reserve	0	0	0	0	0	0
<b>Ending Reserve Balance</b>	<b>\$1,175,509</b>	<b>\$1,182,650</b>	<b>\$1,176,981</b>	<b>\$1,179,108</b>	<b>\$1,177,280</b>	<b>\$1,180,856</b>
Target Reserve Level	\$823,000	\$828,000	\$924,500	\$933,600	\$1,045,300	\$1,055,400
<b>Reserve Balance Over / (Under) Target Level (2)</b>	<b>\$352,509</b>	<b>\$354,650</b>	<b>\$252,481</b>	<b>\$245,508</b>	<b>\$131,980</b>	<b>\$125,456</b>
<b>Notes</b>						
[1] - Projections in this forecast are based on a District rate model developed by HDR, Inc., with updates needed to incorporate annual budget values.						
[2] - The Target/Minimum Resv level = 90 days of Sewer O&M expense plus 60 days of Metro wholesale expense, per the District's Adopted Financial Policies.						





Note: As shown in Table 9-2 Sewer Rates, the net difference between annual sewer revenue and forecasted expenditures for the year will be added to or deducted from the sewer operating reserve so the ending cash flow balance will always be zero.

## 9.4 CAPITAL IMPROVEMENTS

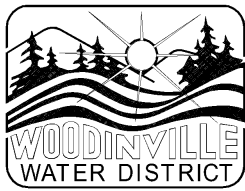
The development of the Capital Improvement Program was described in Chapter 5. It was detailed and costed in Chapter 8 and shown on Figures 8-1a and 8-1b. The CIP has been organized into three (3) categories.

- Improvements related to the **condition** of the existing piping that are recommended for construction in the next 6 years. Several pipes identified under condition will also need to be upsized due to capacity. These pipes are only costed under the capacity group below. CIP projects C-1 through C-11 estimated cost (rounded) \$ 2,300,000.
- Improvements regarding the **routing** of sewer main that will allow the District to reclaim sewer connections that are currently being served by Northshore Utility District. These projects require that a downstream capacity project be constructed before the rerouting proceeds. CIP projects C-13 through C-14 estimated cost (rounded) \$ 200,000.
- Improvements resulting from increases in allowable zoning and the need to provide additional flow **capacity**. The scheduling of most of these projects is linked to the rate that redevelopment occurs. Some of this group were previously identified in the condition section, but not costed or assigned a CIP project number in the condition section. Also note that approximately \$ 2,800,000 of the cost is projected to be collected from the (re)developments that are the source of the capacity increase need, see CBD-CIC policy. CIP projects C-20 through C-41 estimated cost (rounded) \$ 6,500,000.

The resulting Capital Improvements were summarized in Tables 8-2 (Condition), Table 8-3 (Routing) and Table 8-4 (Capacity). Please note that the CIP reference numbers are not continuous and purposely have gaps included. The following numbers have not been assigned; C-6, C-7, C-12, C15-C19, C24, C26-C28, C38-C39.

None of the listed improvements have been identified as posing a significant or immediate risk to public health or the environment. Accordingly, these improvements were prioritized based on growth, regulatory requirements, component reliability, and system development for implementation on the following basis:

1. Fiscal constraints imposed by the funds available for capital improvements generated through the adopted rate structure and other funding sources.
2. The desirability of avoiding major financial impacts to any one fiscal year.
3. The schedule of road improvements by King County and the City of Woodinville.



4. Preferences of the field crews to best manage their work load and schedules.

## 9.5 CAPITAL IMPROVEMENT PLAN FUNDING

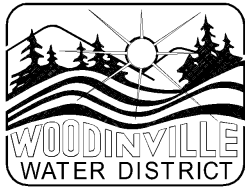
The District is well positioned to achieve the CIP construction over the next 10 years. **Table 9-3: CIP Funding Requirements** summarizes an example of how the City may employ funding in the near term. Actual routing of funds and timeframes are expected to be based on priority of needs. These needs are expected to change over time as updated information becomes available or emergencies develop.

Table 9-3: CIP Funding Requirements			
	Cost (rounded)	Span (years)	Budget per year
Condition based CIP	\$ 2,300,000	6	\$ 384,000
Routing Based CIP	\$ 200,000	8	\$ 25,000
Capacity based CIP	\$ 6,500,000	12	\$ 542,000
District Internal Projects	\$ 300,000	4	\$ 75,000
CBD-CIC Transfer In	(\$ 2,800,000)	12	(\$ 233,000)
		1-4 tally	\$ 793,000
Total	\$ 6,500,000	10	\$ 650,000

As shown in Table 9-2, the District is currently budgeting between \$630,000 and \$720,000 in capital funding through 2026. If the District continues that level of funding through 2032 they will be able to adequately fund all of the CIP and maintain their targeted Reserves level. Table 9-3 shows that funding at or above \$650,000 should allow for the CIP to be completed within 10 years if the District makes that commitment.

Actual scheduling will be performed by the District as they continue to monitor the physical condition and evaluate new or redevelopment requests. The District is also actively coordinating with the City of Woodinville to take advantage of street widening or resurfacing projects to avoid unnecessary surface restoration costs.

Please note that Cost and CBD-CIC revenue shown are multi-year averages and will not occur in a linear fashion. Project extent and timing will vary from year to year.



Capacity revenues (CBD-CIC) are likely to be even more sporadic and linked to the general business climate and economy health. Preliminary indications show that the CBD-CIC program is likely to generate the upsizing contribution in advance of the physical need. However the District will need to monitor fund intake against near term CIP scheduling and then make appropriate funding decisions.

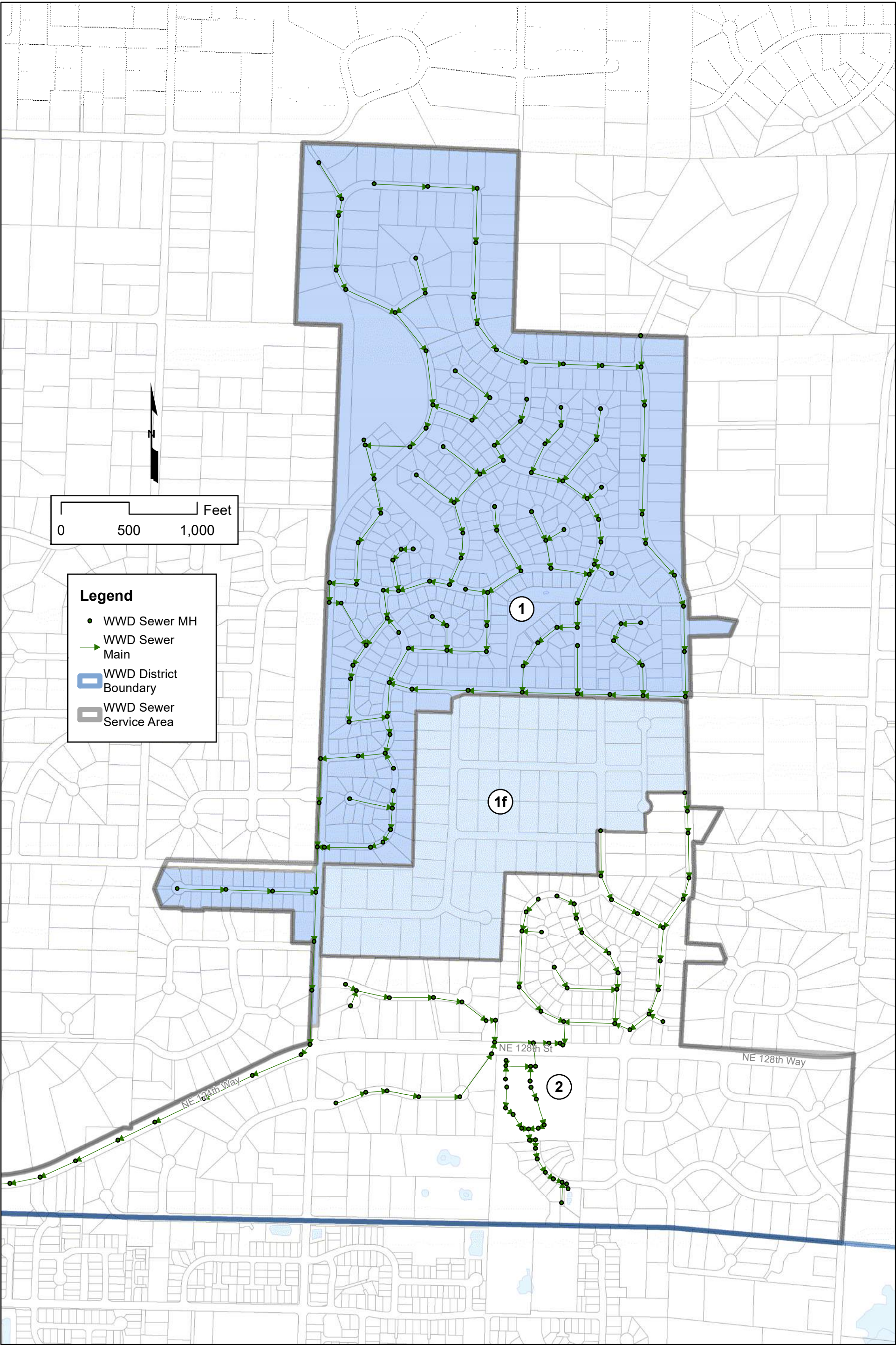
# **Appendix A – System and Primary Basin Maps**

**Basins 1 – 13 Maps**

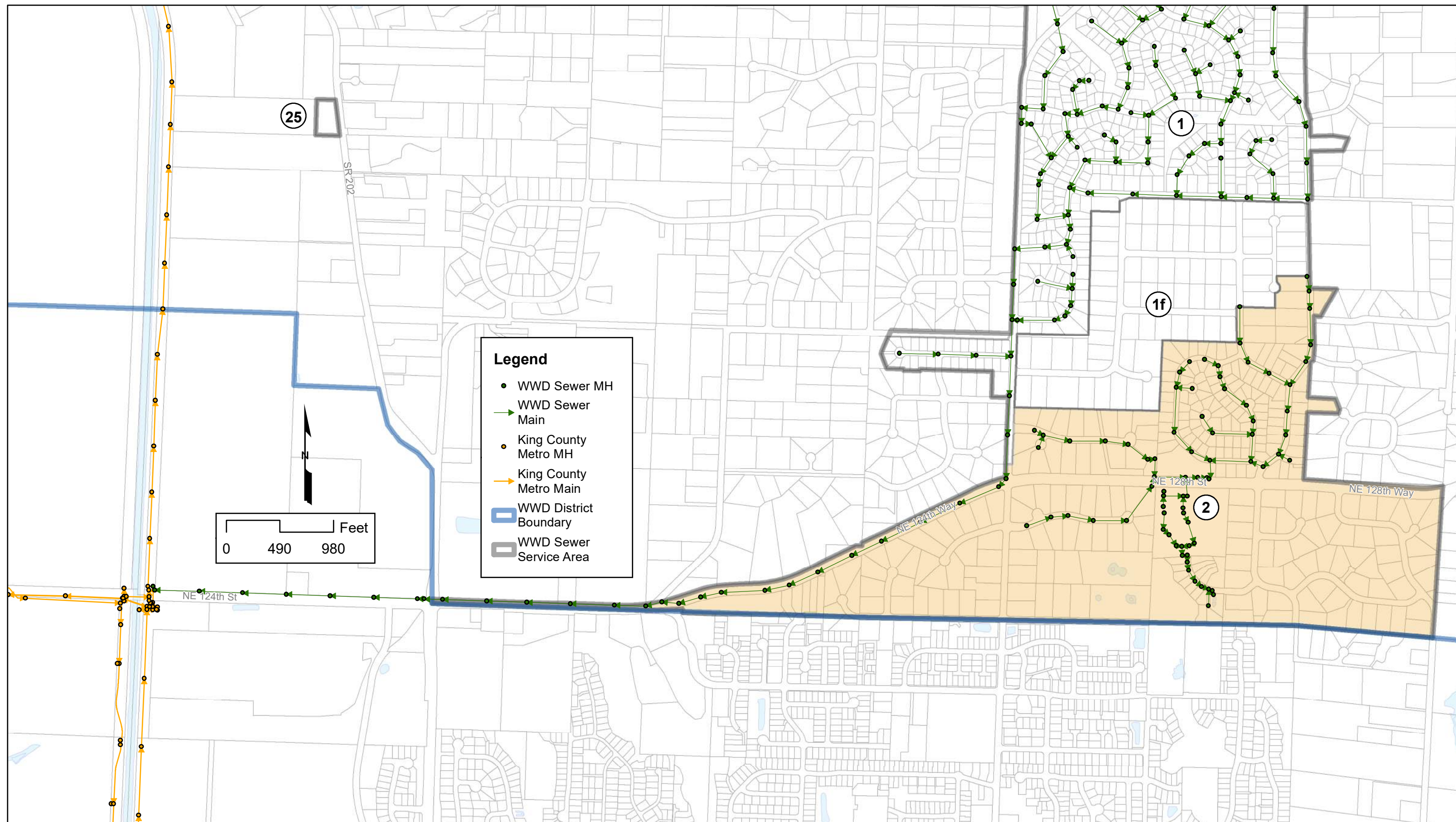
**Sewage Collection System Map**



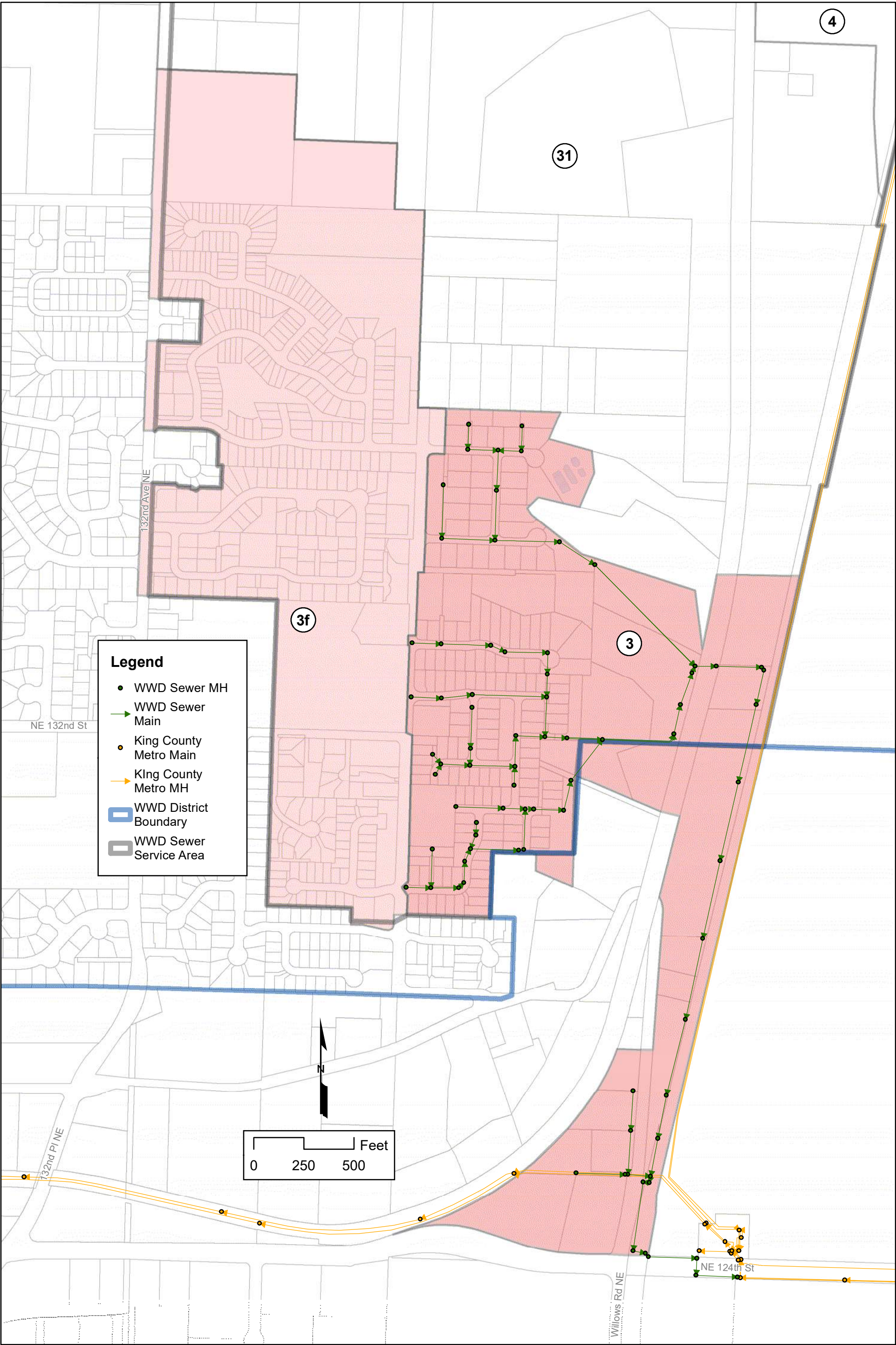
*This page  
intentionally blank*



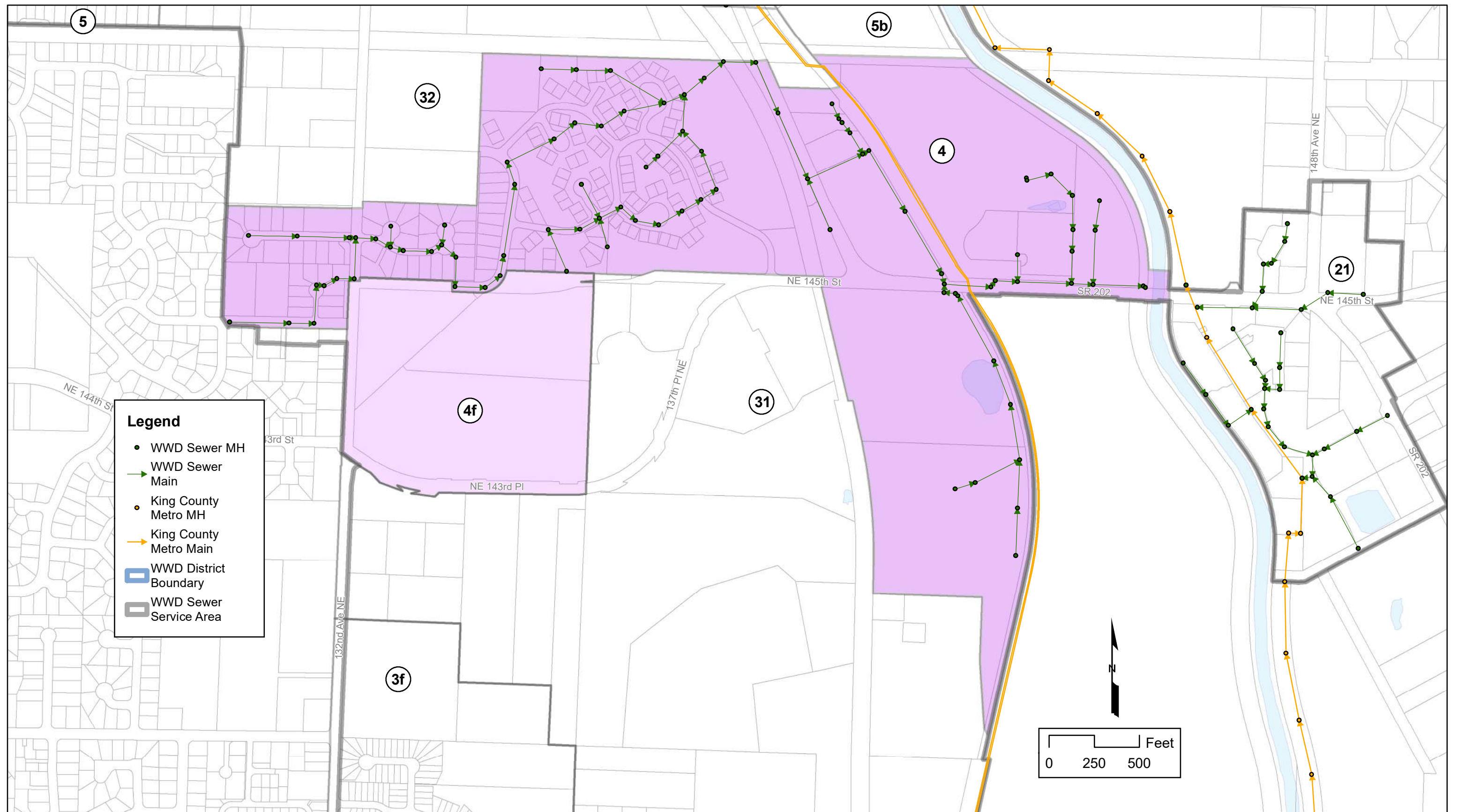












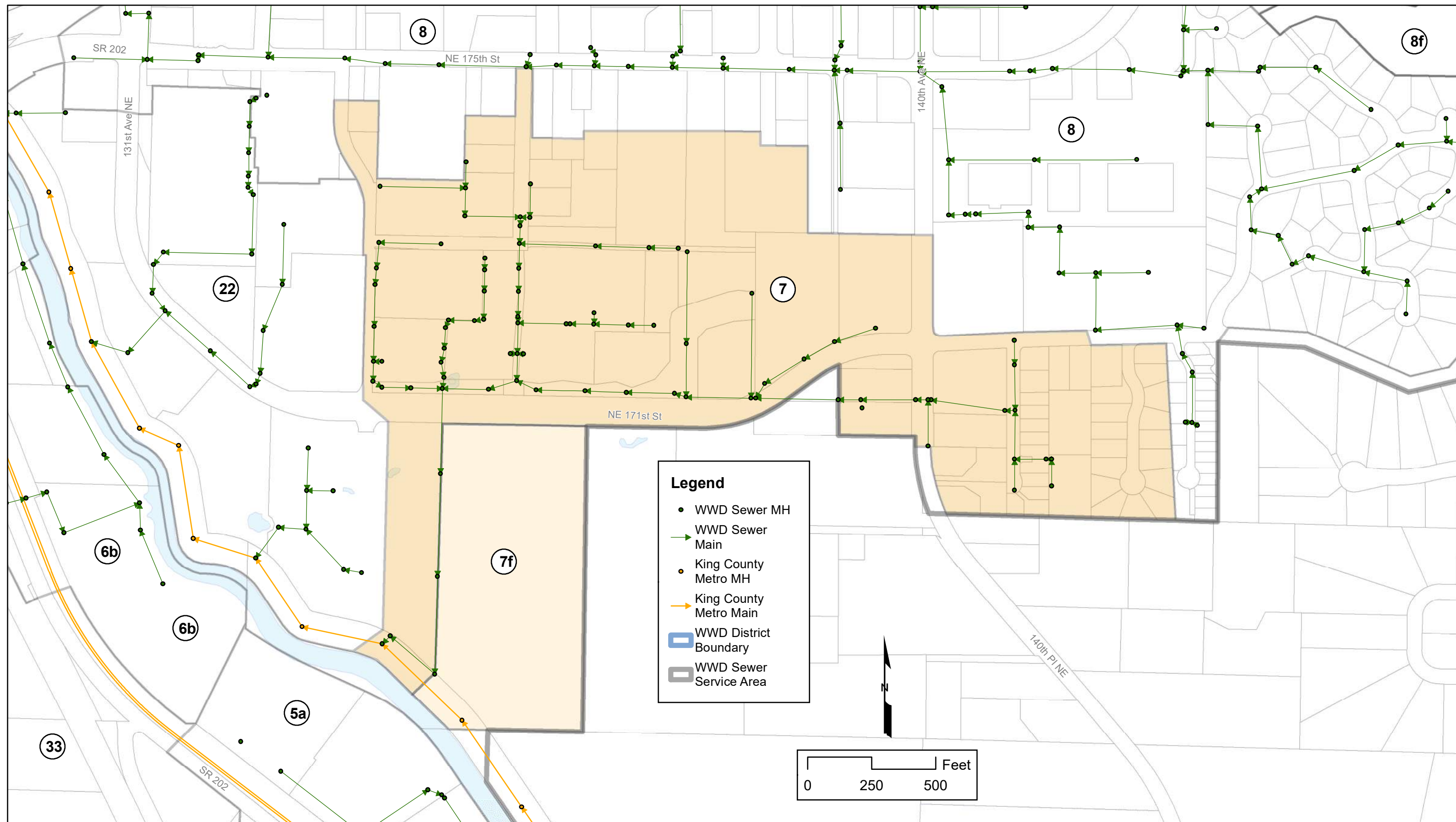




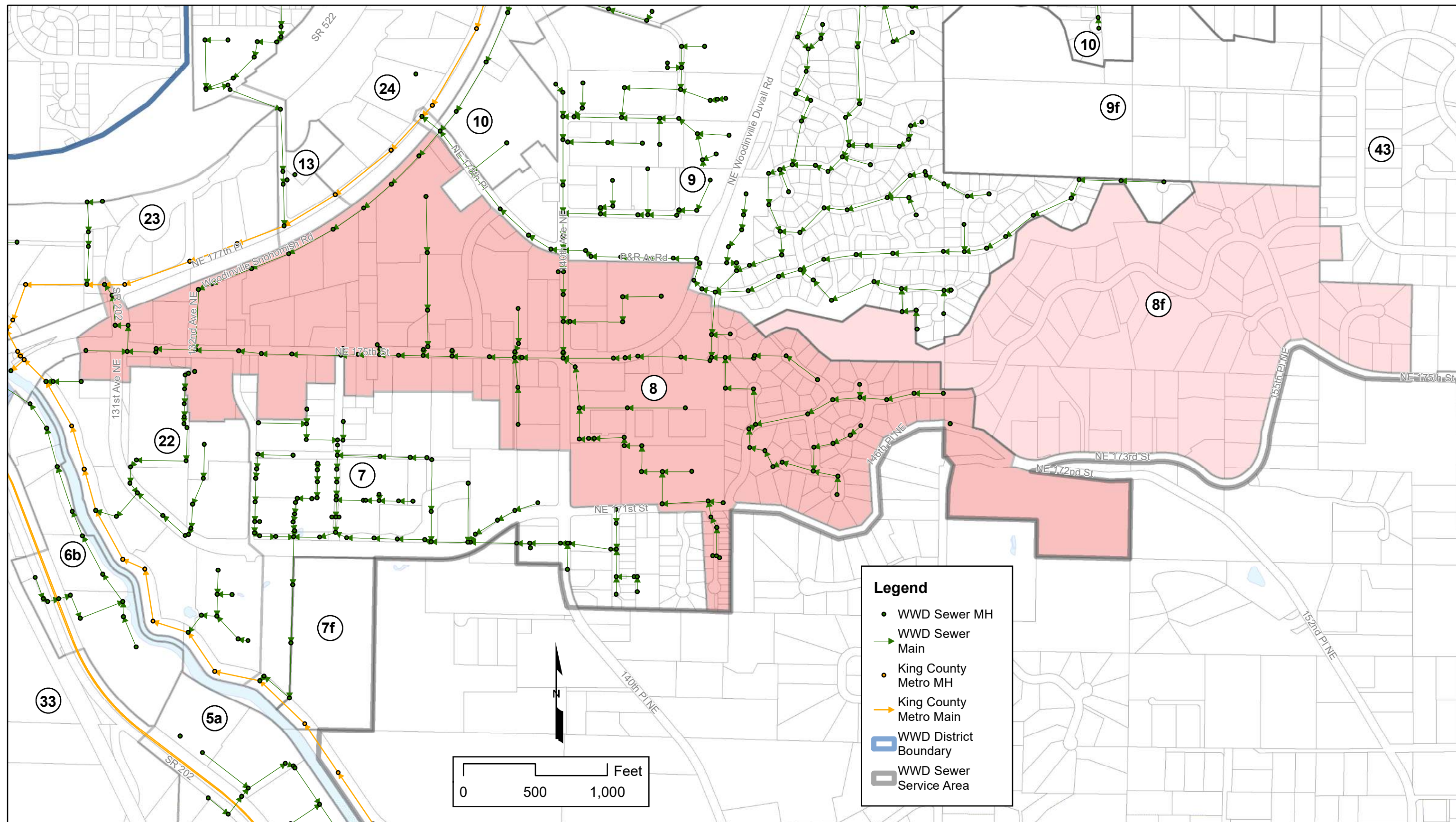




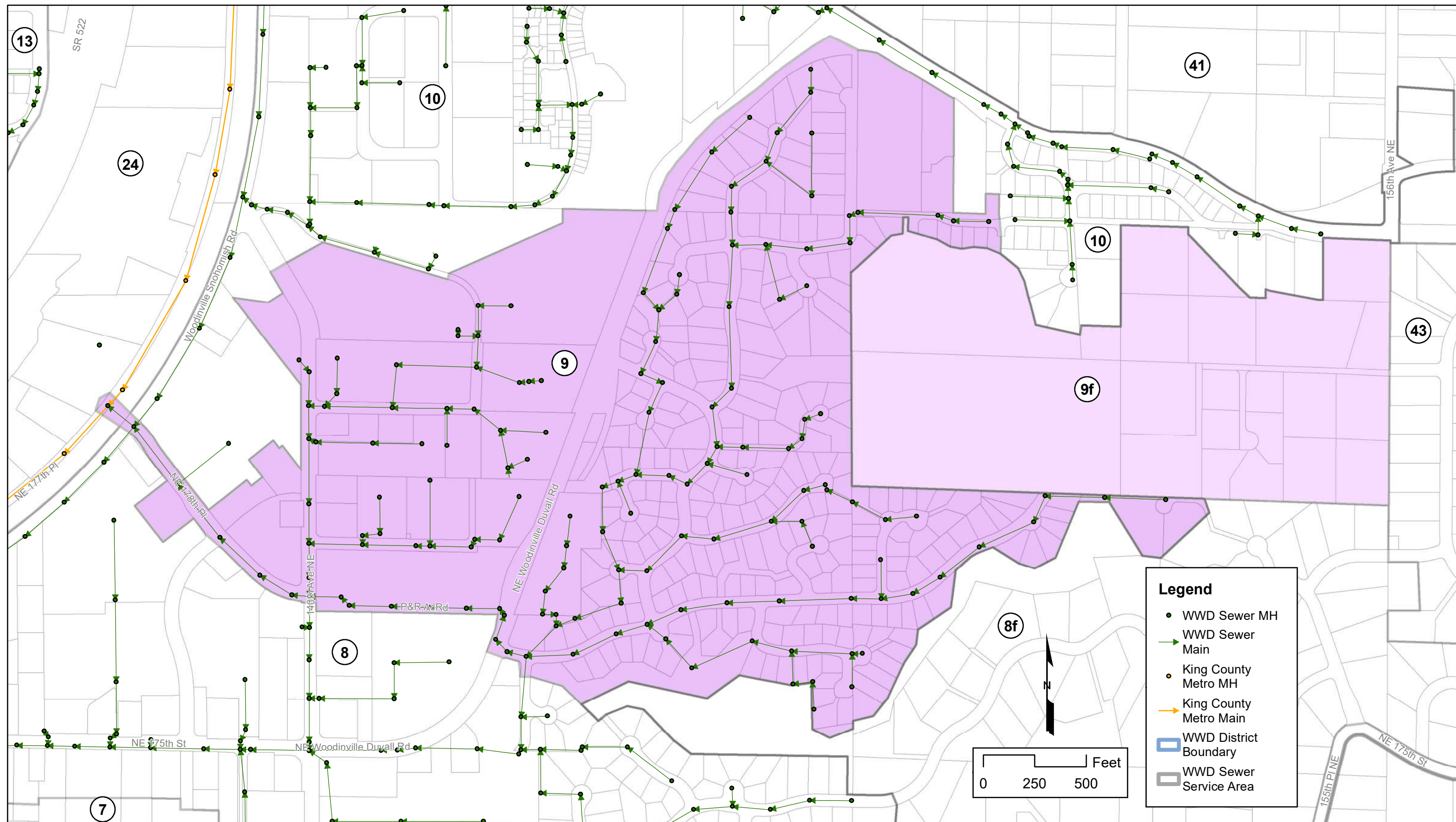






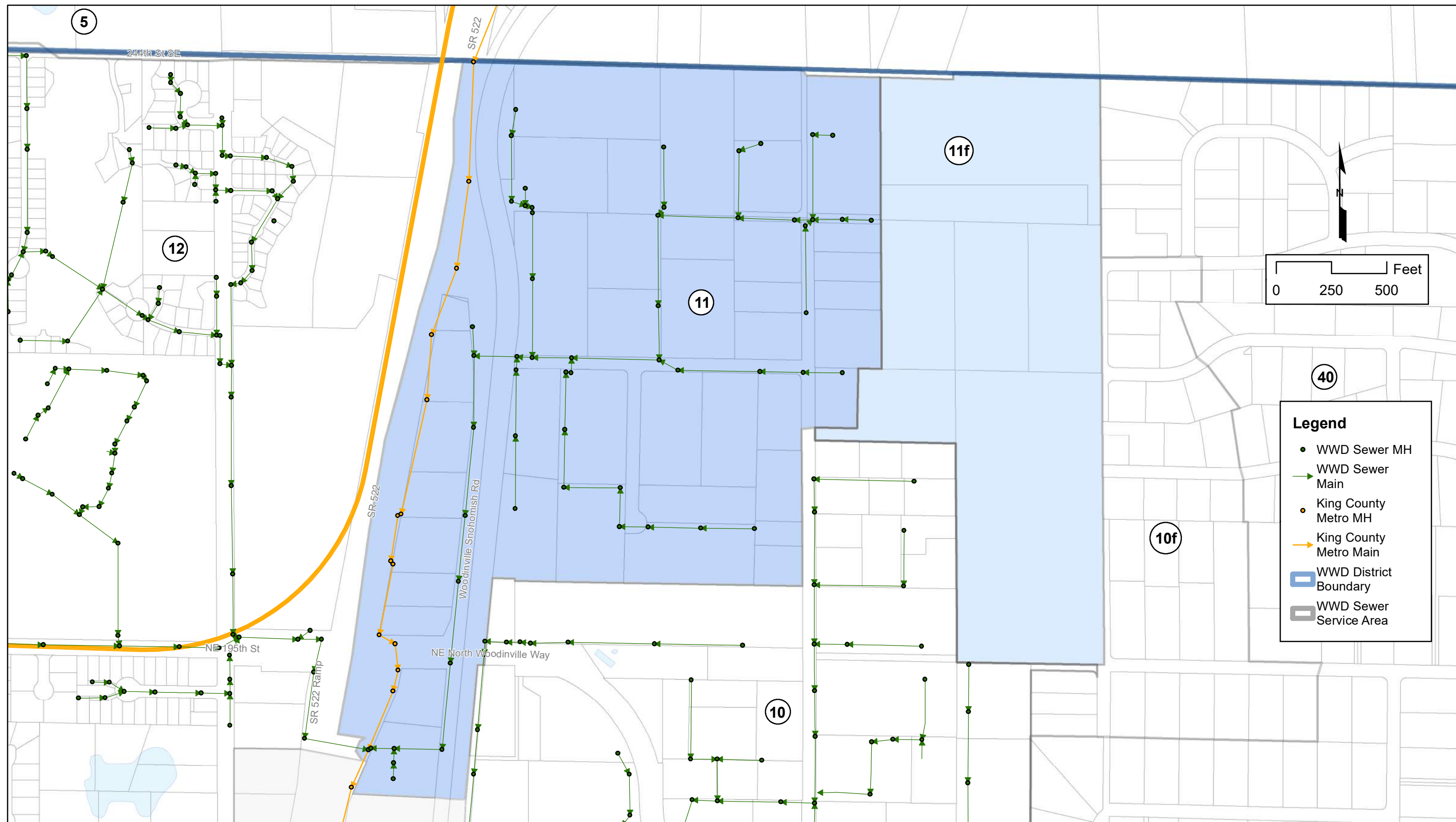




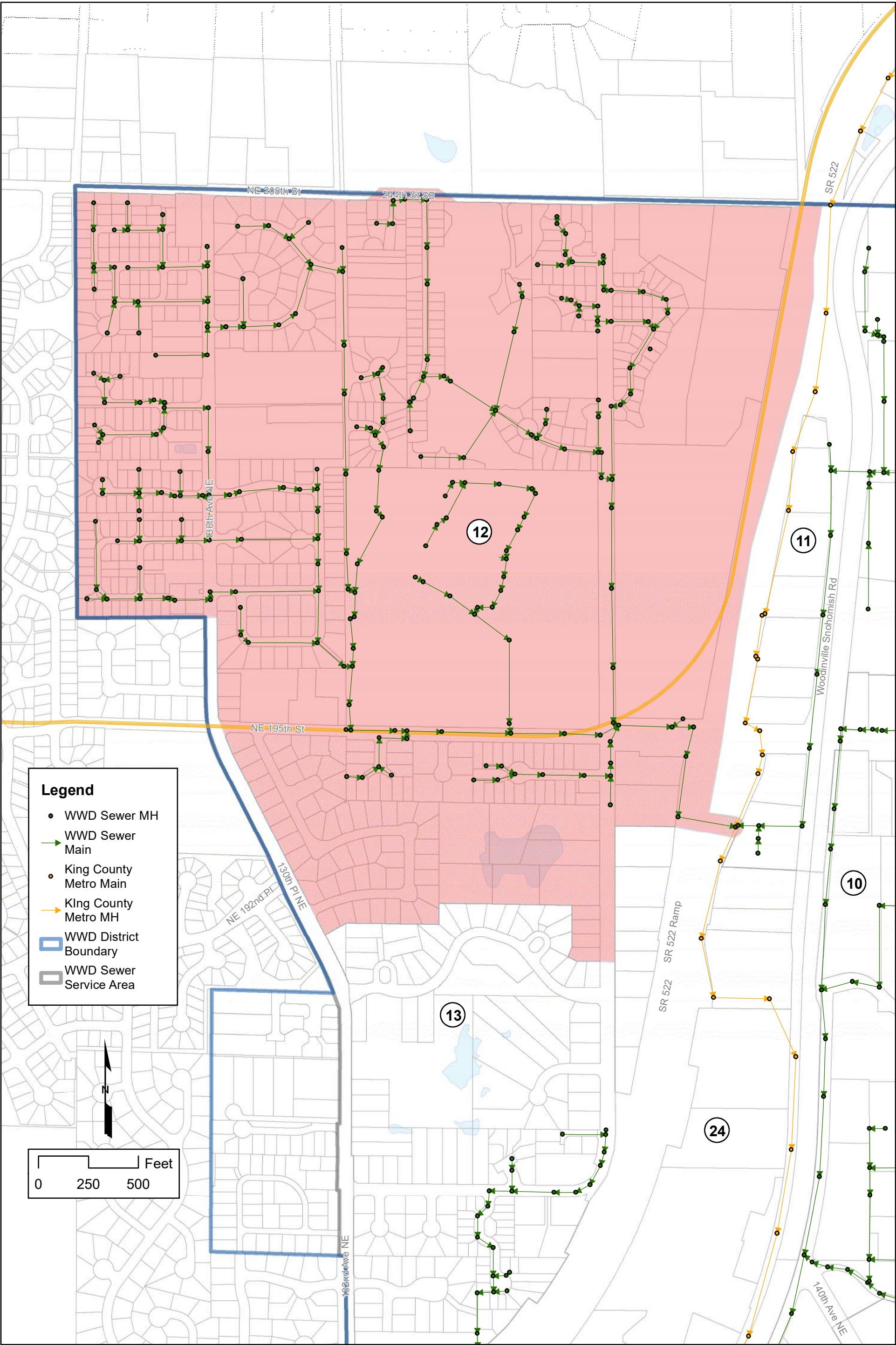




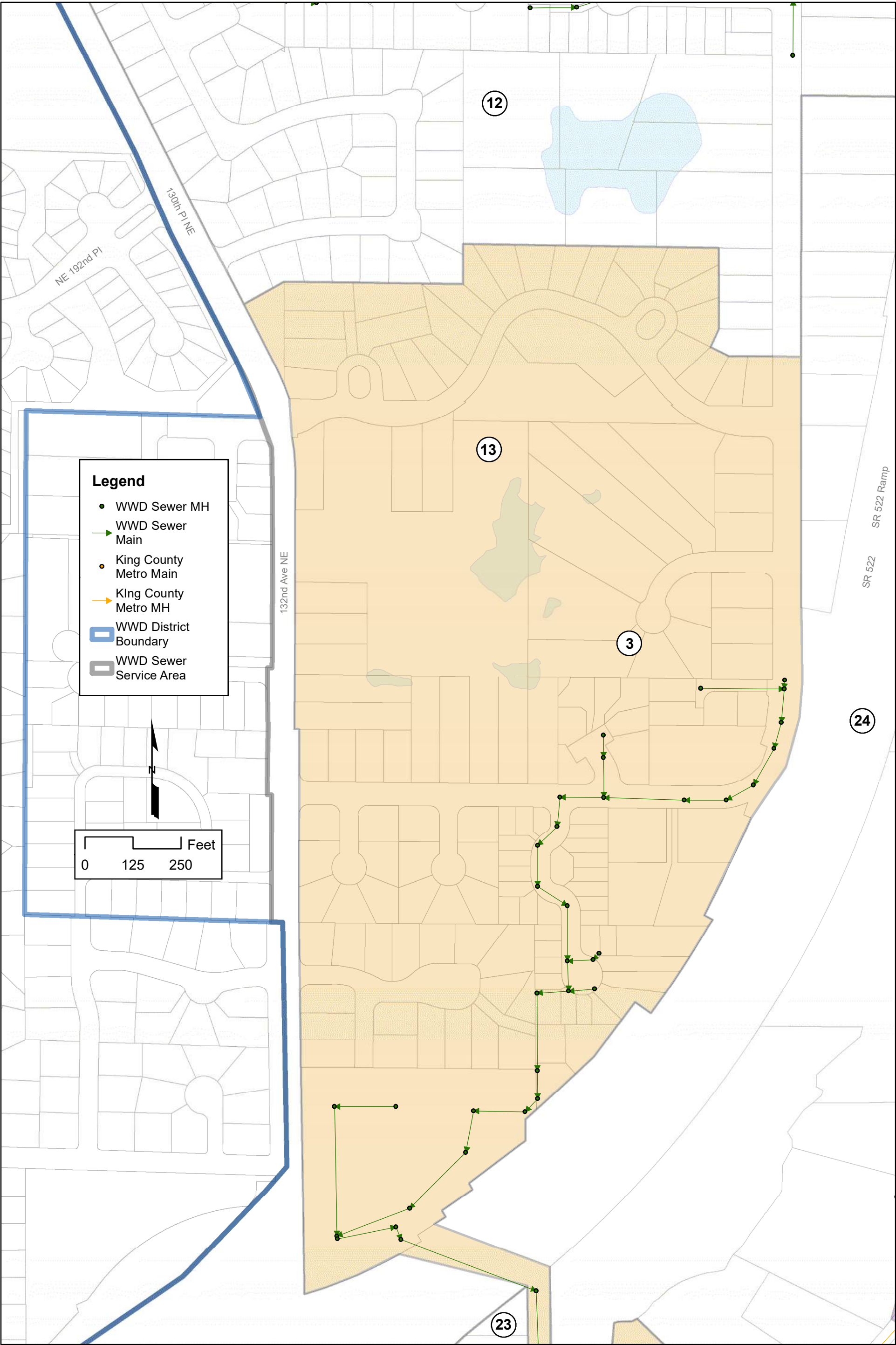




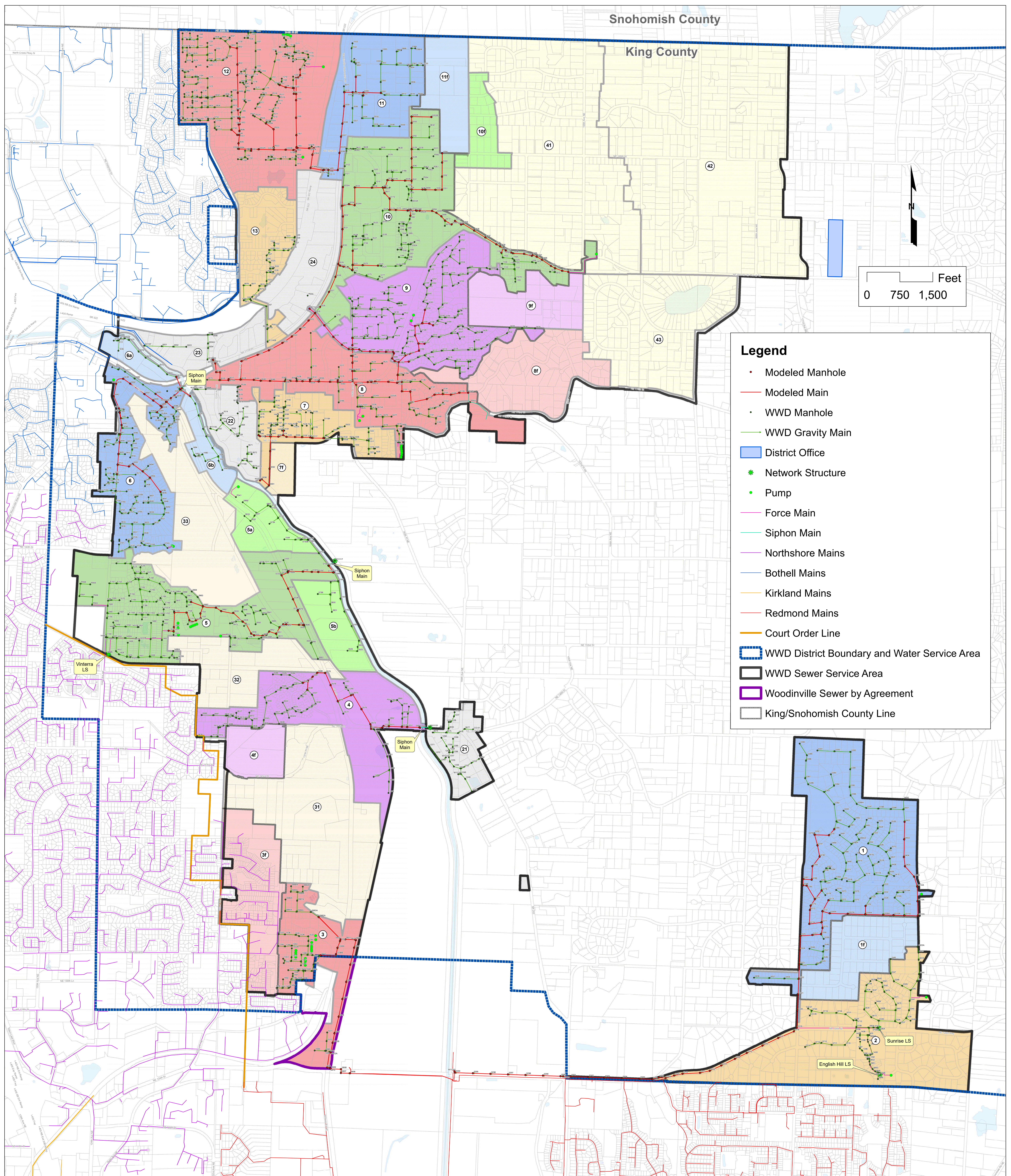














## **Appendix B – Hydraulic Model**

**Flow Monitoring Manholes**

**Flow Monitor Event Charts**

**Basin Model Capacities Summaries**

**Basins1-11 Diurnal**

**Basins 1-12 Build Out Input Maps**



## Chapter 4: Sewer Flow Monitoring Manholes

Basin	MH	Approximate Address	Slope In	Slope Out	Dia. In	Dia. Out	Material In	Material Out	MH size	MH depth	Comments
1	322	Intersection of 172nd Ave NE and NE 130th St	0.44%	0.38%	10	10	PVC	PVC	48	10.9	Located in West Shoulder of major Residential street at cul-de-sac entrance, minimum Traffic Control. (MH had been paved over, but will be cleared)
3	913	12805 141st Ave NE Kirkland, Washington	0.32%	0.45%	8	8	PVC	PVC	48	16.3	Located on east side of small industrial road, narrow. Traffic control cones required.
4	574	14030 NE 145th St, Woodinville, WA 98072 Located in Winery Parking lot	0.27%	0.27%	10	10	PVC	PVC	48	19.6	Between parking lot and abandoned asphalt trail. East side. No traffic control needed.
5	167	15800 Redmond-Woodinville Rd NE, Woodinville, WA 98072 Located in Lumber Yard or business park	0.26%	0.54%	12	12	HDPE	PVC	48	8.4	Located on private property in lumber yard. No traffic control required.
6	80	17220 127th Pl NE, Woodinville, Washington	1.16%	1.45%	8	8	CONC	DI	48	15.2	Located in FOG line of collector road, some traffic control required, cones to move traffic lanes to east.
7	92	Apartments south of NE 171st St Woodinville, Washington	0.55%	0.40%	15	15	CONC	CONC	48	15.9	Located adjacent to drainage swale in apartment building parking lot. No traffic control required.
8	45	13324 NE 175th St Woodinville, Washington	1.25%	1.32%	10	10	CONC	CONC	48	15.9	Located in Sidewalk on south side of road
9	979	13990 NE Mill Pl, Woodinville, Washington	1.27%	1.13%	12	12	PVC	PVC	48	13.2	Located in center landscape island, minimal traffic control required.
10	27	18199 Woodinville Snohomish Rd, Woodinville, Washington	0.83%	0.80%	15	15	CONC	CONC	48	11.2	Located back of east sidewalk in gravel parking. No traffic control required.
11	6C	19501 Woodinville Snohomish Rd, Woodinville, WA 98072	0.67%	0.69%	10	10	PVC	PVC	48	15.0	located adjacent to SW corner of large intersection. <b>Alternate Location</b>
12	295A	19532 136th Ave NE, Woodinville, Washington	0.75%	0.77%	12	12	PVC	PVC	48	13.3	Located behind jersey barrier, on freeway ramp. Minimal traffic control required.

Fig 4-3 basin 1

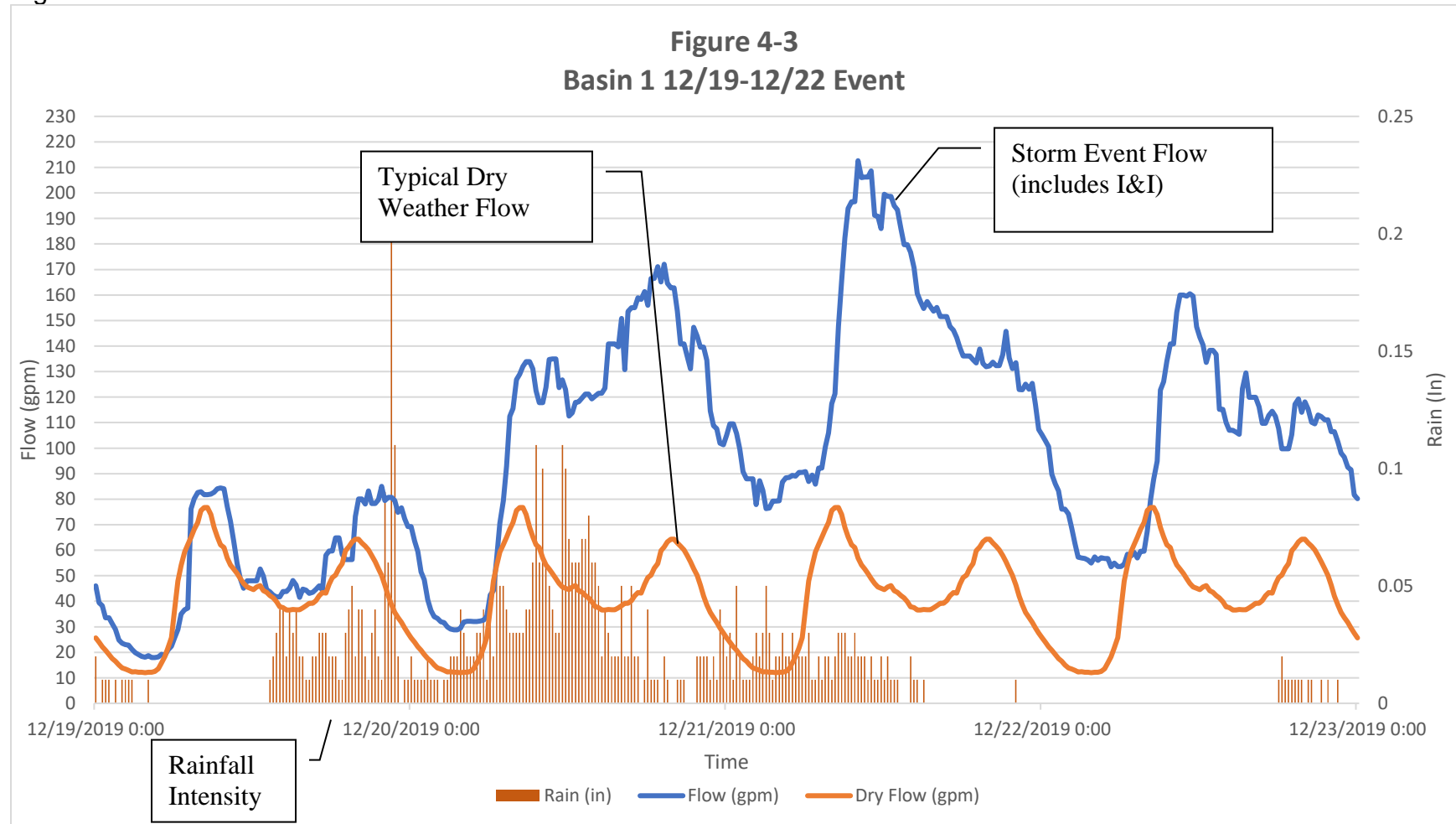


fig 4-4 basin 3

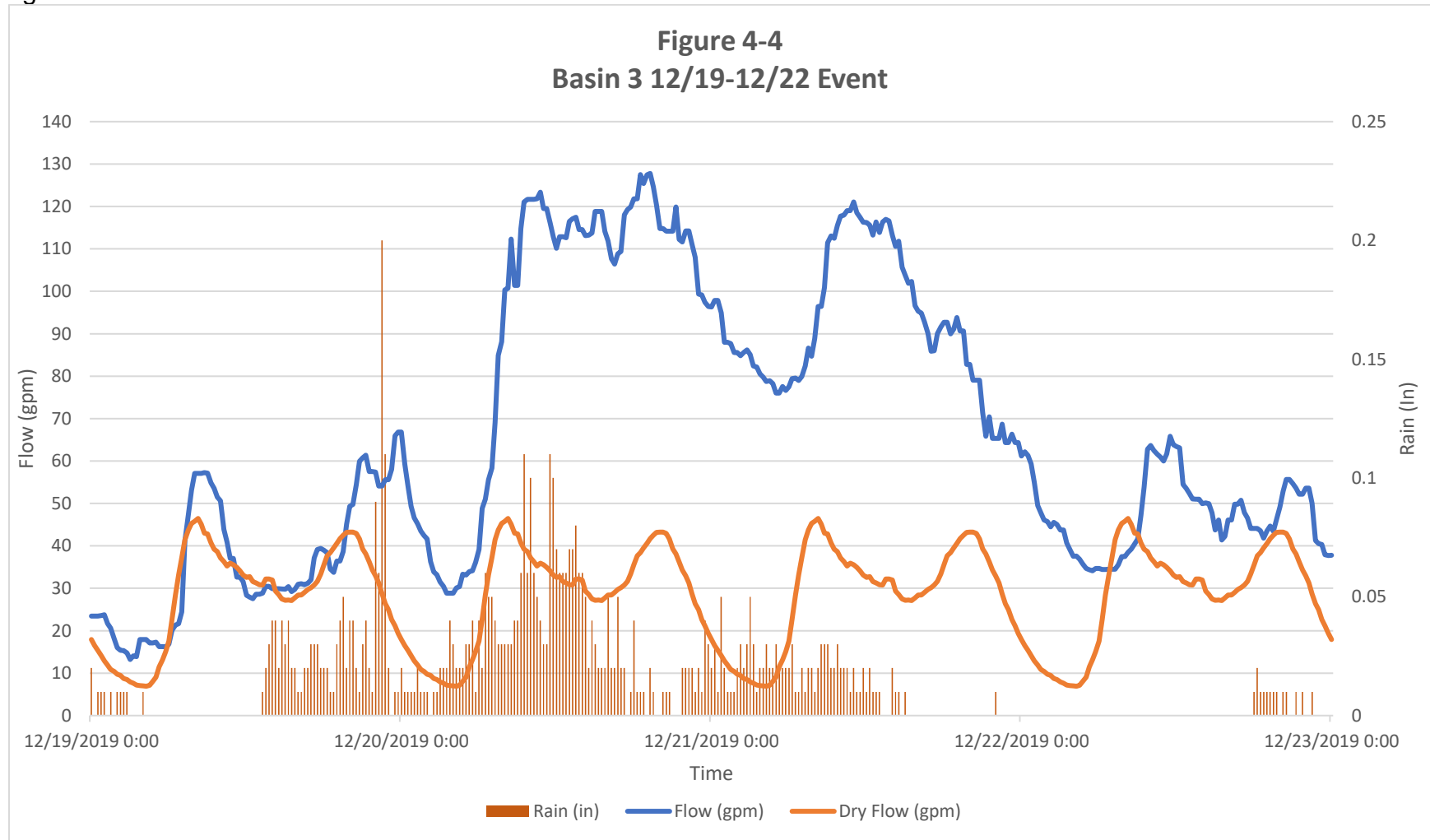


Fig 4-5 basin 4

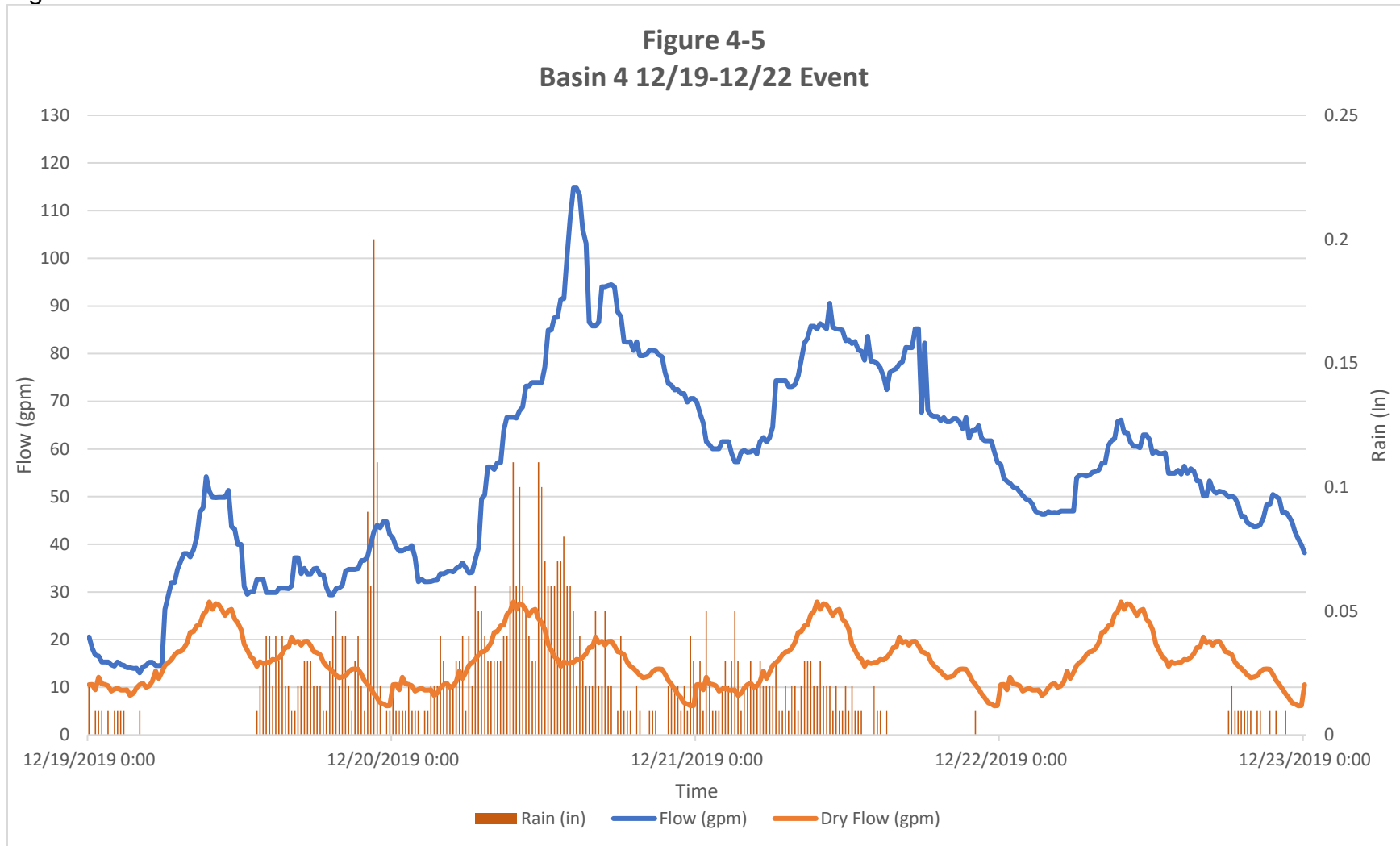




Fig 4-6 basin 5

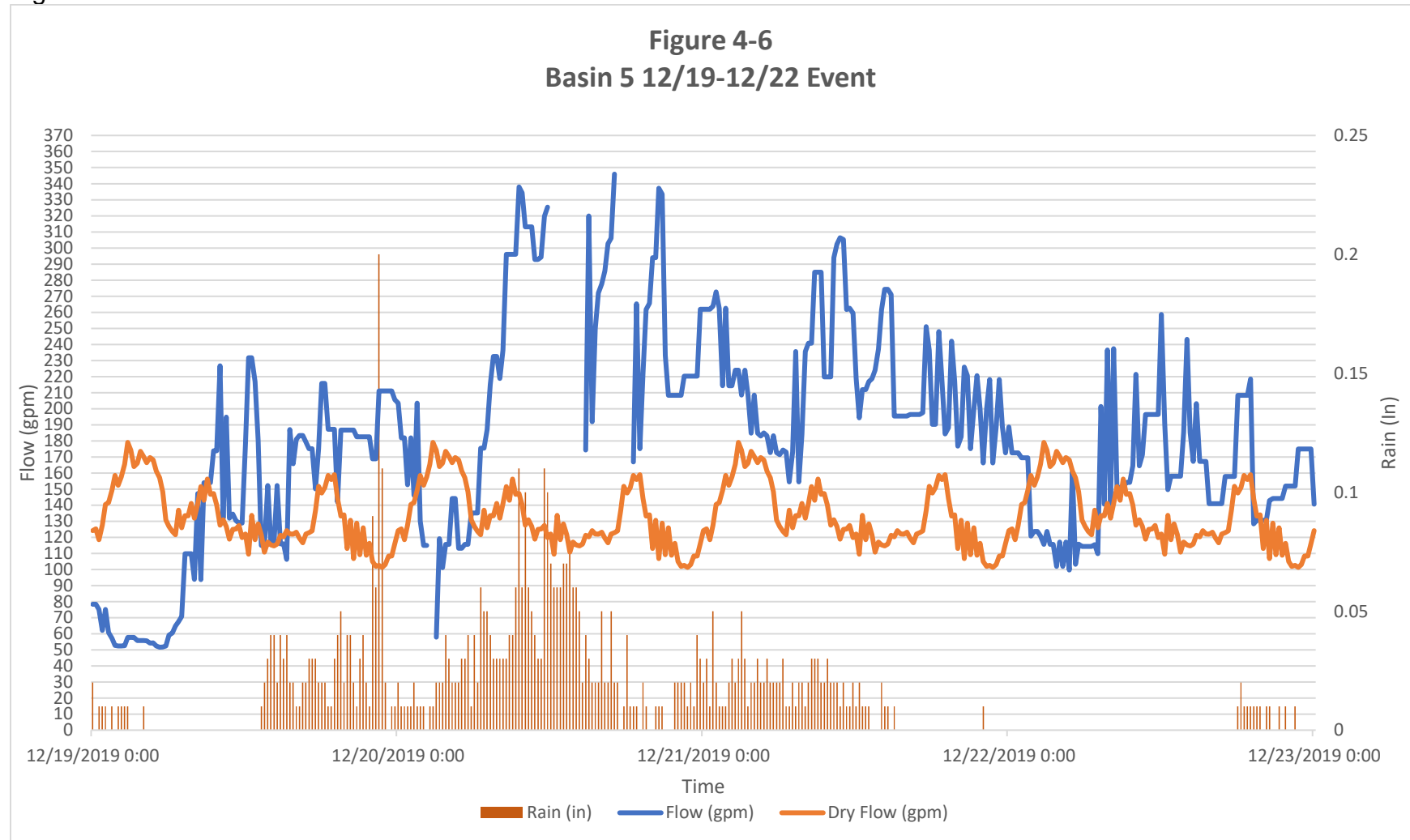


Fig 4-7 basin 6

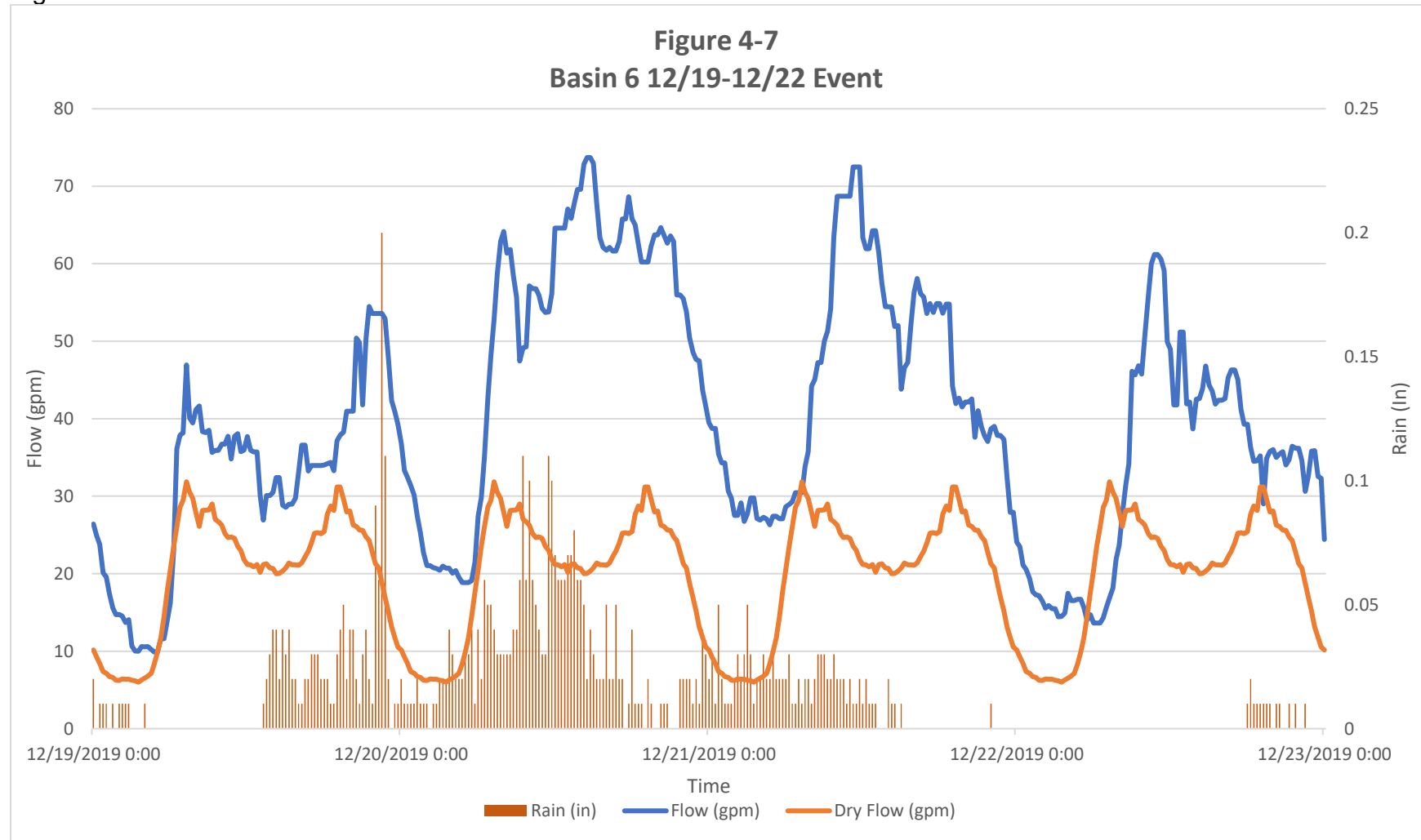


Fig 4-8 basin 7

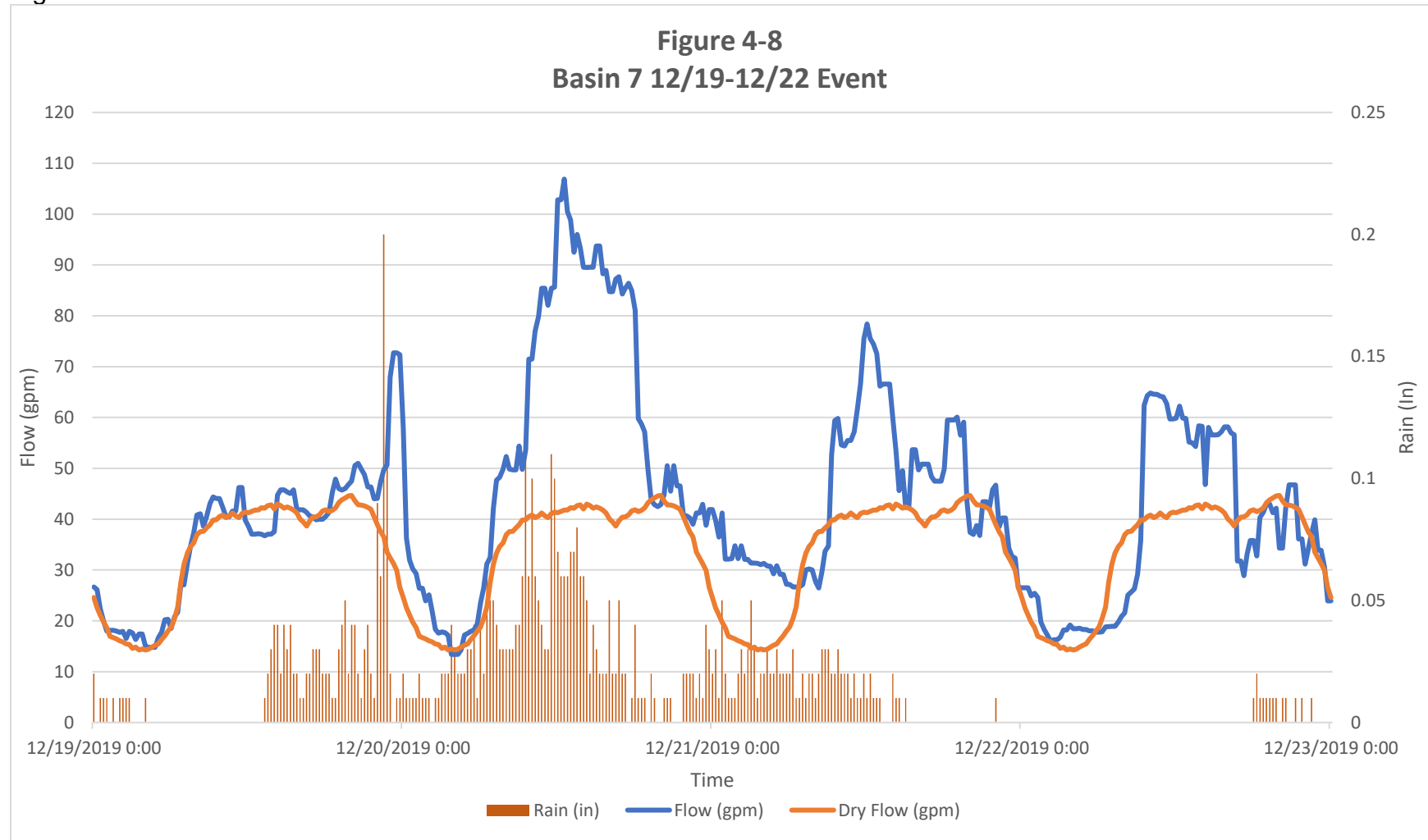


Fig 4-9 basin 8

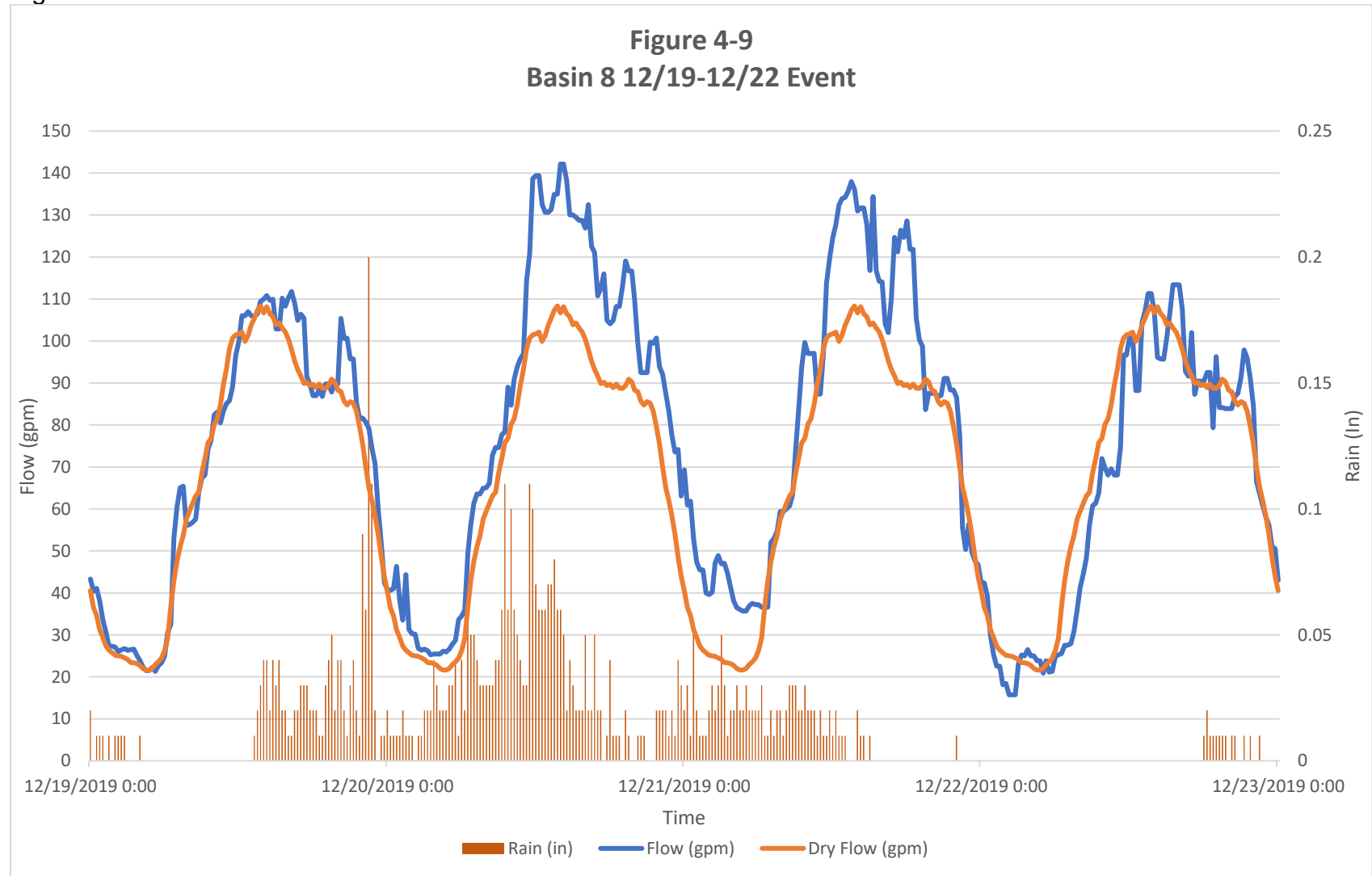




Fig 4-10 basin 9

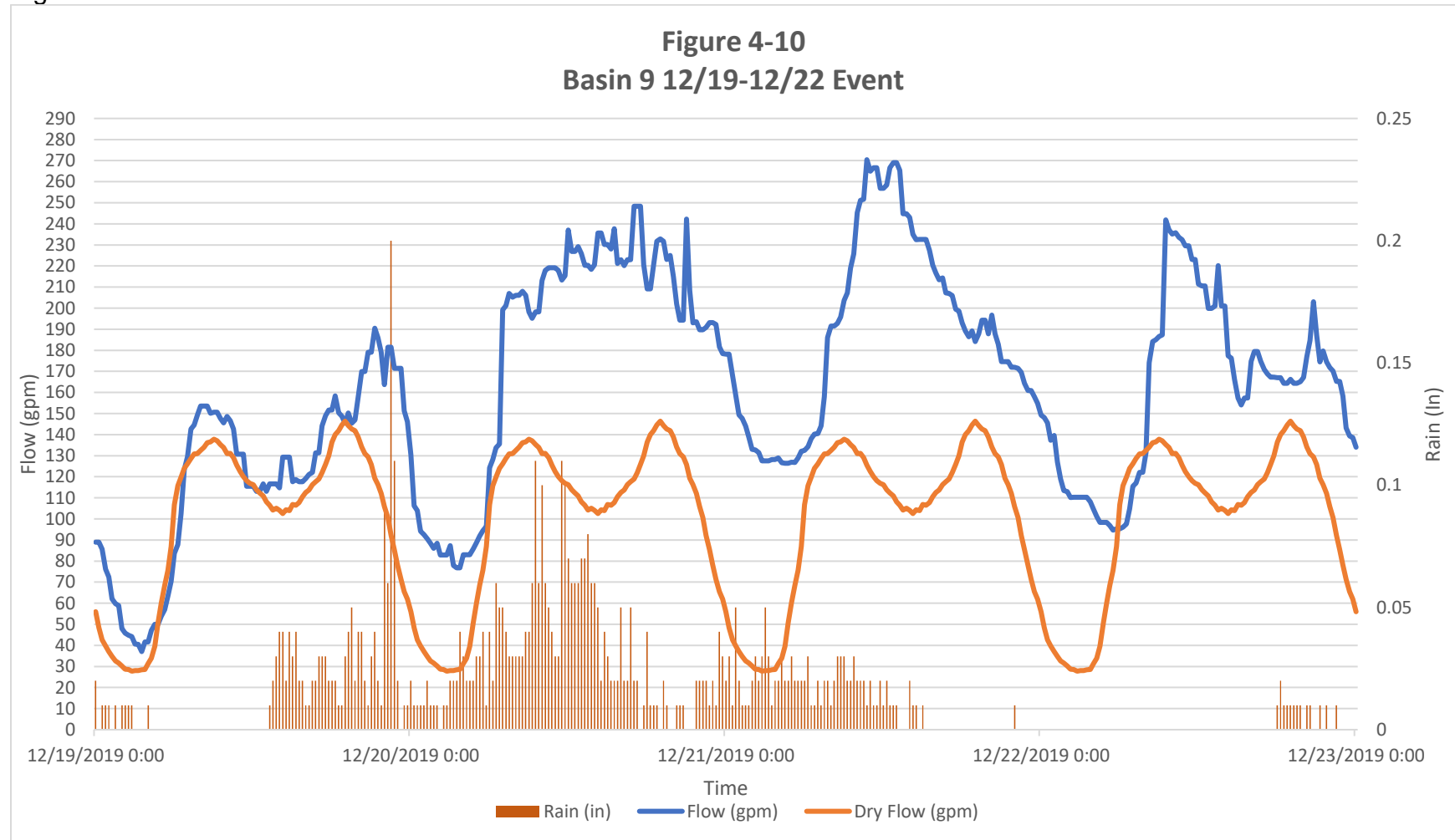


Fig 4-11 basin 10

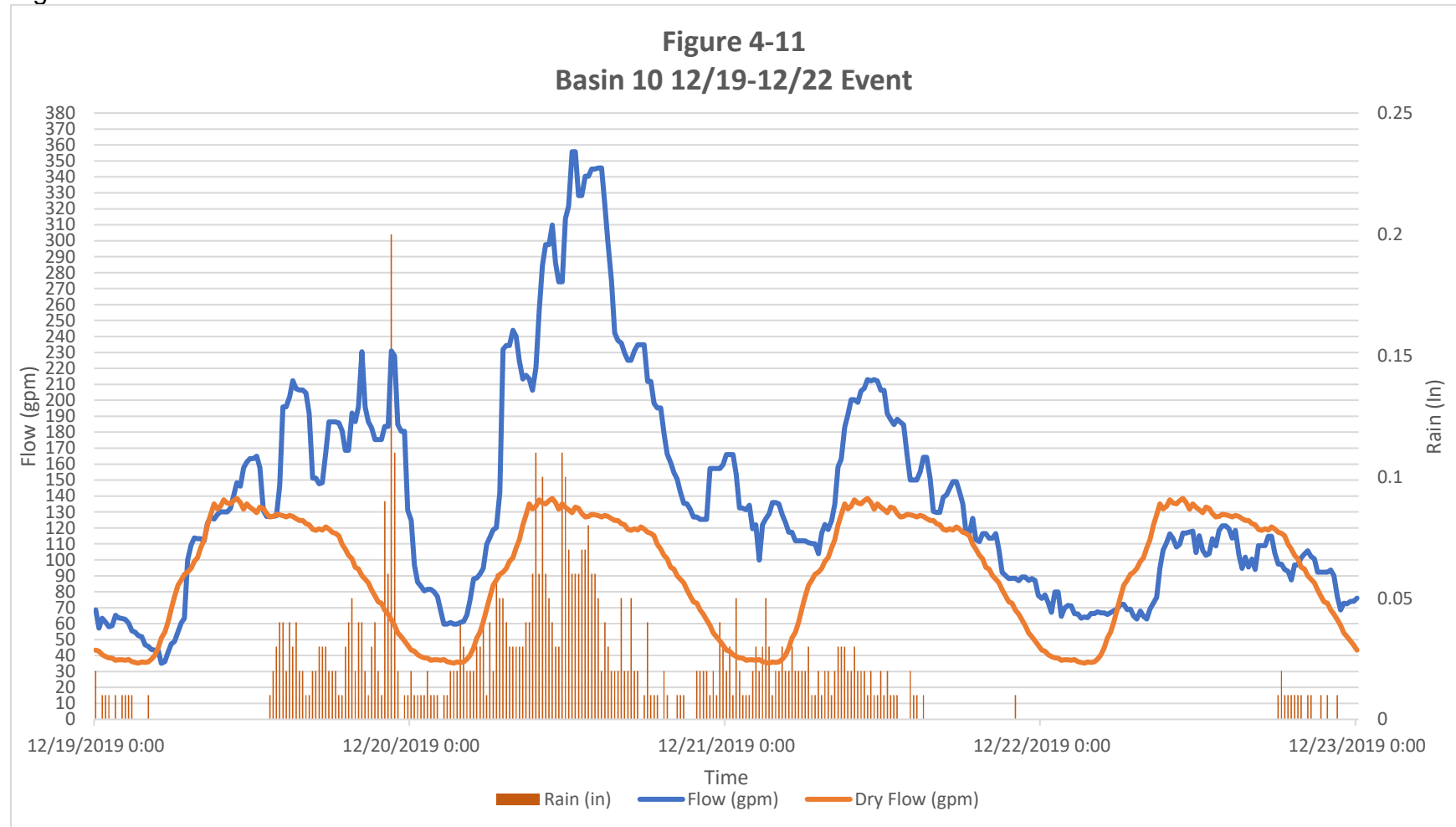
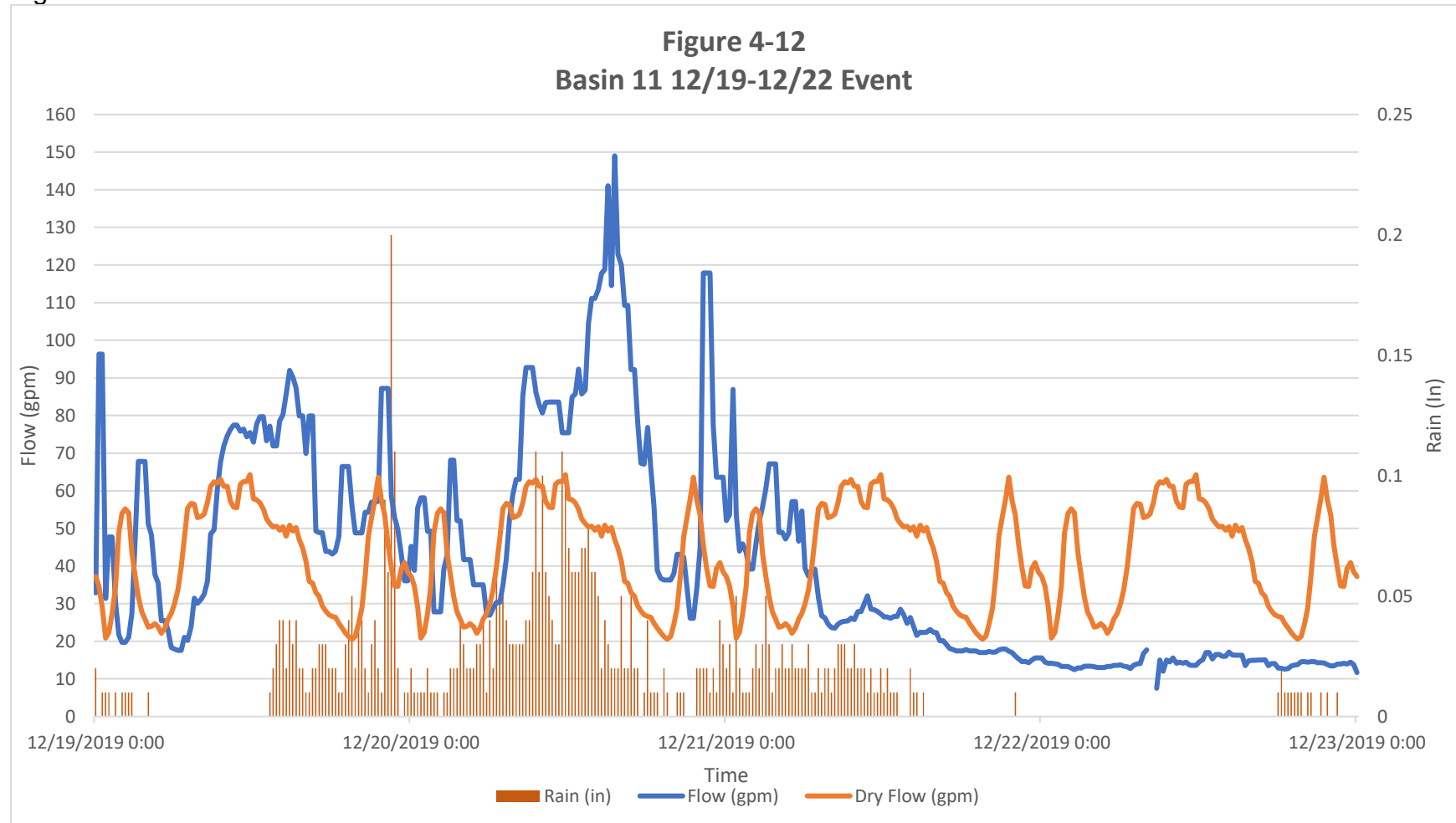


Fig 4-12 basin 11



D

BASIN	From MH	To MH	Dia. (in)	Length (ft)	Slope	Present Day Total Flow (cfs)	Present Day q/Q	BO Total Flow (cfs)	BO q/Q	BO Rev. Dia.	BO Rev. q/Q
1a	NO capacity deficiencies found.										
2a	NO capacity deficiencies found.										
3a	919	918	8	177	0.006	0.06	5.6%	1.08	94.7%	10	52.2%
	918	917	8	398	0.005	0.12	12.0%	1.36	138.1%	10	76.2%
	917	916	8	402	0.006	0.12	11.0%	1.36	126.6%	10	69.8%
	916	915	8	399	0.004	0.12	13.1%	1.36	151.2%	12	51.3%
	915	914	8	413	0.004	0.12	13.3%	1.36	152.8%	12	51.8%
	914	913	8	390	0.003	0.12	14.7%	1.36	169.5%	12	57.5%
	913	0912B	8	222	0.004	0.12	12.3%	1.36	142.3%	12	48.3%
	0912B	1066	8	192	0.002	0.16	27.7%	1.58	274.3%	15	51.3%
	1066	0912A	8	32	0.004	0.16	17.4%	1.58	172.0%	15	32.2%
	0912A	912	8	32	0.006	0.16	14.4%	1.58	142.3%	15	26.6%
	912	911	8	347	0.003	0.16	19.1%	1.58	188.9%	15	35.3%
	911	910	8	63	0.009	0.16	12.0%	1.58	119.0%	15	22.3%
	910	909	8	23	0.009	0.16	11.6%	1.58	115.3%	15	21.6%
	909	908	8	243	0.016	0.16	8.8%	1.58	87.3%	15	16.3%
	908	907	8	86	0.015	0.16	9.1%	1.58	89.9%	15	16.8%
	907	906	8	207	0.082	0.16	3.9%	1.58	38.4%	15	7.2%
4a	NO capacity deficiencies found.										
5a	934	679	8	352	0.009	0.53	39.6%	1.18	88.3%	12	30.0%
	679	235	8	14	0.107	0.53	11.3%	1.18	25.2%	12	8.5%
	235	234	8	272	0.009	0.53	38.1%	1.18	85.1%	12	28.8%
6a	78	0077A	8	4	0.006	0.49	45.9%	1.04	97.1%	10	53.6%
7b	NO capacity deficiencies found.										
8b	134	133	8	247	0.004	0	0.0%	0.78	82.6%	10	45.6%
	132	127	8	212	0.004	0.168	6.4%	1.472	166.3%	12	56.4%
	326	125	8	204	0.017	0.168	4.9%	1.472	78.2%	10	43.1%
	125	124	8	300	0.036	0.168	3.4%	1.472	54.4%	10	30.0%



D

BASIN	From MH	To MH	Dia. (in)	Length (ft)	Slope	Present Day Total Flow (cfs)	Present Day q/Q	BO Total Flow (cfs)	BO q/Q	BO Rev. Dia.	BO Rev. q/Q
9ab	124	0062A	8	88	0.026	0.261	6.2%	2.4	103.1%	12	35.0%
	0062A	62	8	80	0.069	0.261	3.8%	2.4	63.8%	12	21.6%
	62	61	8	350	0.023	0.261	6.6%	2.4	109.7%	12	37.2%
	61	60	10	286	0.044	0.342	2.1%	3.203	59.0%	12	36.3%
	60	58	10	50	0.011	0.399	5.0%	3.81	141.3%	15	47.9%
	58	57	10	177	0.010	0.399	5.2%	3.81	146.4%	15	49.7%
	57	55	10	259	0.010	0.399	5.2%	3.81	145.8%	15	49.4%
	55	54	10	198	0.010	0.521	6.7%	4.417	168.3%	15	57.1%
	54	52	10	172	0.006	0.521	5.3%	4.417	216.0%	15	73.3%
	52	50	10	133	0.005	0.521	5.7%	4.417	230.4%	15	78.2%
	50	49	10	149	0.006	0.521	5.4%	4.417	219.5%	15	74.4%
	49	47	10	119	0.005	0.521	6.0%	4.417	242.0%	18	50.5%
	47	46	10	341	0.007	0.521	4.9%	5.024	225.6%	18	47.1%
	46	45	10	210	0.013	0.521	3.7%	5.024	173.0%	18	36.1%
	45	44	10	159	0.013	0.521	3.6%	5.024	168.7%	18	35.2%
	44	18	10	300	0.007	0.521	4.9%	5.024	226.0%	18	47.1%
	18	17	15	273	0.009	0.624	5.3%	6.052	83.2%	18	51.1%
	17	0016A	15	22	0.039	0.624	2.5%	6.052	39.9%	18	24.6%
	0016A	16	15	199	0.009	0.624	5.3%	6.052	83.2%	18	51.1%
	16	14	18	181	0.010	0.624	4.9%	6.052	47.9%	18	47.9%
	14	13	18	90	0.004	0.624	7.5%	6.052	72.9%	18	72.9%
	13	12	18	209	0.004	0.624	5.6%	6.052	81.8%	21	54.2%
	12	W11A04	18	91	0.003	0.624	6.2%	6.052	91.1%	21	60.4%
	459	65	8	166	0.021	0.44	20.9%	2.80	134.3%	12.00	45.6%
	65	981	8	91	0.021	0.44	21.1%	2.80	135.4%	12.00	45.9%
	981	980	12	86	0.017	0.55	10.1%	3.69	67.8%	15.00	37.4%
	980	979	12	183	0.013	0.55	11.6%	3.69	77.5%	15.00	42.7%
	979	978	12	267	0.011	0.55	12.3%	3.69	82.3%	15.00	45.4%

D

BASIN	From MH	To MH	Dia. (in)	Length (ft)	Slope	Present Day Total Flow (cfs)	Present Day q/Q	BO Total Flow (cfs)	BO q/Q	BO Rev. Dia.	BO Rev. q/Q
	978	977	12	332	0.012	0.55	11.9%	3.69	79.7%	15.00	44.0%
	977	976	12	352	0.013	0.55	11.3%	3.69	75.7%	15.00	41.8%

**10a** NO capacity deficiencies found.

**11a** NO capacity deficiencies found.

**12a** NO capacity deficiencies found.

(b) basins used a PF of 4

(a) basins used a PF of 4

(ab) basins used a PF of 4 in CBD areas, all else PF of 3

## WWD - Basin 1

Sewer Hydraulic Capacity Model

Run Date: 8/10/2021

Results: No issues identified

FID	From MH	To MH	Dia. (in)	Length (ft)	Slope	Present Day Total Flow (cfs)	Present Day q/Q	BO 3 Total Flow (cfs)	BO 3 q/Q
108	402	403	8	400	0.021	0.12	5.5%	0.21	10.1%
94	403	404	8	402	0.029	0.15	6.3%	0.28	11.5%
95	404	405	8	215	0.047	0.15	4.9%	0.28	8.9%
96	405	406	8	315	0.029	0.15	6.2%	0.28	11.4%
90	406	0314A	8	238	0.028	0.15	6.3%	0.28	11.6%
91	0314A	0313A	8	333	0.020	0.15	7.4%	0.28	13.6%
92	0313A	0312A	8	331	0.024	0.15	6.9%	0.28	12.6%
93	0312A	0311A	8	311	0.005	0.20	19.5%	0.37	35.8%
87	0311A	0310A	8	244	0.003	0.20	26.0%	0.37	47.7%
88	0310A	0309A	8	238	0.006	0.20	18.4%	0.37	33.7%
89	0309A	0308A	8	407	0.005	0.20	20.8%	0.37	38.2%
64	0308A	0307A	8	400	0.026	0.30	12.9%	0.54	23.6%
65	0307A	0306A	8	413	0.013	0.30	17.8%	0.54	32.7%
66	0306A	272	8	173	0.012	0.30	18.6%	0.54	34.1%
63	272	271	8	251	0.039	0.34	12.1%	0.63	22.4%
47	271	270	8	132	0.013	0.62	38.1%	1.14	69.9%
162	270	268	8	143	0.047	0.62	19.9%	1.14	36.6%
155	268	267	10	200	0.005	0.62	35.2%	1.14	64.6%
156	267	325	10	277	0.005	0.62	34.9%	1.14	64.1%
157	325	324	10	324	0.026	0.62	14.7%	1.14	27.0%
173	324	323	10	324	0.040	0.62	11.9%	1.14	21.9%
170	323	322	10	334	0.004	0.62	35.9%	1.14	65.9%
171	322	321	10	361	0.004	0.68	43.0%	1.26	79.1%
172	321	320	10	360	0.027	0.68	16.0%	1.26	29.3%
169	320	319	10	398	0.028	0.68	15.8%	1.26	29.1%

## WWD - Basin 1

Sewer Hydraulic Capacity Model

Run Date: 8/10/2021

Results: No issues identified

FID	From MH	To MH	Dia. (in)	Length (ft)	Slope	Present Day Total Flow (cfs)	Present Day q/Q	BO 3 Total Flow (cfs)	BO 3 q/Q
175	319	318	12	102	0.005	0.89	28.6%	1.46	47.1%
176	318	317	12	388	0.005	0.89	29.9%	1.46	49.3%
177	317	316	12	398	0.007	0.89	24.9%	1.46	41.1%
178	316	315	10	397	0.064	0.89	13.5%	1.46	22.2%
179	315	314	10	301	0.019	0.89	24.6%	1.46	40.5%
180	314	313	10	346	0.029	0.89	20.2%	1.46	33.3%
181	313	312	10	288	0.069	0.89	13.0%	1.47	21.4%
182	312	311	10	227	0.100	0.89	10.9%	1.47	17.9%
183	311	310	10	402	0.107	0.89	10.5%	1.47	17.3%
184	310	309	10	193	0.107	0.89	10.5%	1.47	17.3%
185	309	308	10	207	0.098	0.90	11.0%	1.47	18.1%
186	308	307	10	158	0.181	0.90	8.1%	1.47	13.3%
187	307	306	10	152	0.082	0.90	12.1%	1.47	19.8%
188	306	305	10	286	0.034	0.90	18.6%	1.47	30.5%
189	305	304	10	404	0.022	0.90	23.5%	1.47	38.6%
190	304	303	10	400	0.015	0.90	28.6%	1.47	46.9%
191	303	302	10	366	0.011	0.90	33.9%	1.48	55.4%
192	302	301	10	404	0.011	0.90	33.0%	1.48	54.0%
193	301	0300A	10	170	0.013	0.90	55.9%	1.48	50.4%
194	0300A	300	10	61	0.061	0.90	14.2%	1.48	23.1%
195	300	299	12	400	0.005	0.91	31.1%	1.48	50.8%
196	299	298	12	399	0.005	0.91	30.2%	1.48	49.2%
197	298	297	12	400	0.005	0.91	31.9%	1.48	52.0%
198	297	296	15	400	0.002	0.91	25.0%	1.48	40.8%
1196	296	295	15	399	0.004	0.91	18.8%	1.48	30.6%



## WWD - Basin 1

Sewer Hydraulic Capacity Model

Run Date: 8/10/2021

Results: No issues identified

FID	From MH	To MH	Dia. (in)	Length (ft)	Slope	Present Day Total Flow (cfs)	Present Day q/Q	BO 3 Total Flow (cfs)	BO 3 q/Q
1198	295	294	15	409	0.002	0.91	28.2%	1.48	46.0%
1261	294	W11153	15	35	0.002	0.91	27.7%	1.49	45.1%
133	380	379	8	182	0.078	0.12	2.9%	0.22	5.4%
111	379	0379A	8	329	0.044	0.12	4.0%	0.22	7.2%
112	0379A	291	8	255	0.024	0.12	5.3%	0.22	9.7%
113	291	290	8	258	0.004	0.12	13.1%	0.22	23.9%
114	290	289	8	274	0.027	0.12	5.0%	0.22	9.1%
115	289	288	8	307	0.016	0.12	6.5%	0.22	11.8%
48	288	287	8	197	0.013	0.15	9.1%	0.27	16.8%
49	287	286	8	147	0.013	0.15	9.1%	0.27	16.8%
50	286	285	8	89	0.013	0.15	9.1%	0.27	16.8%
51	285	277	8	361	0.004	0.15	15.8%	0.27	29.1%
52	277	276	8	175	0.026	0.22	9.5%	0.40	17.4%
163	276	275	8	102	0.056	0.22	6.4%	0.40	11.8%
53	275	274	8	316	0.025	0.22	9.7%	0.40	17.8%
54	274	271	8	284	0.006	0.28	24.5%	0.51	44.8%
58	278	277	8	252	0.031	0.07	2.7%	0.13	5.0%
62	273	272	8	289	0.048	0.05	1.5%	0.09	2.7%
82	329	0308A	8	192	0.003	0.10	11.8%	0.18	21.8%

## WWD - Basin 2

Sewer Hydraulic Capacity Model

Run Date: 8/10/2021

Results: Basin consists of Sunrise LS and was not modeled

FID	From MH	To MH	Dia. (in)	Length (ft)	Slope	Present Day Total Flow (cfs)	Present Day q/Q	BO 3 Total Flow (cfs)	BO 3 q/Q

## WWD - Basin 3

Sewer Hydraulic Capacity Model

Run Date: 8/10/2021

Results: N 3 Links identified over BO capacity

FID	From MH	To MH	Dia. (in)	Length (ft)	Slope	Present Day Total Flow (cfs)	Present Day q/Q	BO 3 Total Flow (cfs)	BO 3 q/Q	BO 3 Rev. Dia.	BO 3 Rev. q/Q
1384	1507	1338B	10	386	0.176	0.05	0.4%	0.26	2.3%	10	0.023
1385	1338B	1338A	8	151	0.018	0.05	2.4%	0.26	13.3%	8	0.133
1386	1338A	1338	8	167	0.053	0.05	1.4%	0.26	7.7%	8	0.077
1387	1338	922	8	38	0.191	0.05	0.7%	0.26	4.1%	8	0.041
615	922	921	8	107	0.062	0.06	1.8%	0.36	10.1%	8	0.101
616	921	920	8	226	0.259	0.06	0.9%	0.36	5.0%	8	0.05
617	920	919	8	19	0.009	0.06	4.7%	0.36	26.5%	8	0.265
618	919	918	8	177	0.006	0.06	5.6%	0.36	31.7%	8	0.317
610	918	917	8	398	0.005	0.12	12.0%	0.64	65.3%	8	0.653
611	917	916	8	402	0.006	0.12	11.0%	0.64	59.8%	8	0.598
612	916	915	8	399	0.004	0.12	13.1%	0.64	71.5%	8	0.715
607	915	914	8	413	0.004	0.12	13.3%	0.64	72.2%	8	0.722
608	914	913	8	390	0.003	0.12	14.7%	0.64	80.1%	8	0.801
609	913	0912B	8	222	0.004	0.12	12.3%	0.64	67.3%	8	0.673
631	0912B	1066	8	192	0.002	0.16	27.7%	0.86	149.4%	10	0.824
632	1066	0912A	8	32	0.004	0.16	17.4%	0.86	93.7%	10	0.517
633	0912A	912	8	32	0.006	0.16	14.4%	0.86	77.5%	10	0.427
1193	912	911	8	347	0.003	0.16	19.1%	0.86	102.9%	10	0.568
1192	911	910	8	63	0.009	0.16	12.0%	0.86	64.8%	8	0.648
1195	910	909	8	23	0.009	0.16	11.6%	0.86	62.8%	8	0.628
1194	909	908	8	243	0.016	0.16	8.8%	0.86	47.5%	8	0.475
1189	908	907	8	86	0.015	0.16	9.1%	0.86	49.0%	8	0.49
1190	907	906	8	207	0.082	0.16	3.9%	0.86	20.9%	8	0.209
1388	0982A	922	8	713	0.187	0.02	0.3%	0.11	1.7%	8	0.017



## WWD - Basin 3

Sewer Hydraulic Capacity Model

Run Date: 2/3/2021

Results: 15 Links identified over BO capacity

FID	From MH	To MH	Dia. (in)	Length (ft)	Slope	BO 3 Total Flow (cfs)	BO 3 q/Q	BO 3 Rev. Dia.	BO 3 Rev. q/Q
1547	1496	1499	8	243	0.015	0.32	18.5%	8	18.5%
1548	1499	1500	8	25	0.173	0.32	5.4%	8	5.4%
1549	1500	1503	8	203	0.010	0.32	22.9%	8	22.9%
1543	1503	1504	8	42	0.009	0.32	23.9%	8	23.9%
1544	1504	1505	8	151	0.065	0.32	8.7%	8	8.7%
1545	1505	1506	8	152	0.019	0.42	21.3%	8	21.3%
1546	1506	1507	8	259	0.291	0.42	5.5%	8	5.5%
1384	1507	1338B	10	386	0.176	0.97	8.9%	10	8.9%
1385	1338B	1338A	8	151	0.018	0.97	50.9%	8	50.9%
1386	1338A	1338	8	167	0.053	0.97	29.4%	8	29.4%
1387	1338	922	8	38	0.191	0.97	15.5%	8	15.5%
615	922	921	8	107	0.062	1.08	30.2%	8	30.2%
616	921	920	8	226	0.259	1.08	14.8%	8	14.8%
617	920	919	8	19	0.009	1.08	79.2%	8	79.2%
618	919	918	8	177	0.006	1.08	94.7%	10	52.2%
610	918	917	8	398	0.005	1.36	138.1%	10	76.2%
611	917	916	8	402	0.006	1.36	126.6%	10	69.8%
612	916	915	8	399	0.004	1.36	151.2%	12	51.3%
607	915	914	8	413	0.004	1.36	152.8%	12	51.8%
608	914	913	8	390	0.003	1.36	169.5%	12	57.5%
609	913	0912B	8	222	0.004	1.36	142.3%	12	48.3%
631	0912B	1066	8	192	0.002	1.58	274.3%	15	51.3%
632	1066	0912A	8	32	0.004	1.58	172.0%	15	32.2%
633	0912A	912	8	32	0.006	1.58	142.3%	15	26.6%
1193	912	911	8	347	0.003	1.58	188.9%	15	35.3%
1192	911	910	8	63	0.009	1.58	119.0%	15	22.3%

## WWD - Basin 3

Sewer Hydraulic Capacity Model

Run Date: 2/3/2021

Results: 15 Links identified over BO capacity

FID	From MH	To MH	Dia. (in)	Length (ft)	Slope	BO 3 Total Flow (cfs)	BO 3 q/Q	BO 3 Rev. Dia.	BO 3 Rev. q/Q
1195	910	909	8	23	0.009	1.58	115.3%	15	21.6%
1194	909	908	8	243	0.016	1.58	87.3%	15	16.3%
1189	908	907	8	86	0.015	1.58	89.9%	15	16.8%
1190	907	906	8	207	0.082	1.58	38.4%	15	7.2%
1388	0982A	922	8	713	0.187	0.11	1.7%	8	1.7%
1369	1345	1344	8	1553	0.001	0.40	72.1%	8	72.1%
1370	1344	1343	8	154	0.065	0.40	10.9%	8	10.9%
1371	1343	1341	8	372	0.120	0.40	8.0%	8	8.0%
1376	1341	1340	8	201	0.035	0.40	14.8%	8	14.8%
1373	1340	1339	8	111	0.155	0.55	9.8%	8	9.8%
1531	1339	1507	10	178	0.516	0.55	3.0%	10	3.0%

**WWD - Basin 4**

Sewer Hydraulic Capacity Model

Run Date: 8/10/2021

Results: No issues identified

FID	From MH	To MH	Dia. (in)	Length (ft)	Slope	Present Day Total Flow (cfs)	Present Day q/Q	BO 3 Total Flow (cfs)	BO 3 q/Q
681	594	582	8	204	0.037	0.00	0.4%	0.09	3.4%
687	582	581	8	143	0.194	0.47	0.6%	0.30	4.8%
688	581	580	8	140	0.308	0.47	0.5%	0.30	3.8%
689	580	579	8	181	0.198	0.30	0.6%	0.30	4.8%
1213	579	578	10	305	0.006	0.30	1.9%	0.30	15.6%
1214	578	576	10	400	0.005	0.47	2.0%	0.30	16.9%
1216	576	1279	10	336	0.050	0.47	0.9%	0.47	8.0%
1207	1279	575	10	40	0.044	0.67	0.0%	0.47	8.5%
1211	575	574	10	391	0.003	0.20	4.1%	0.47	34.2%
1212	574	573	10	401	0.003	0.67	4.2%	0.47	35.0%
1340	573	1117	14	60	0.001	0.67	2.4%	0.47	20.1%
1392	1117	1116	14	260	0.003	0.67	2.4%	0.67	20.2%
1393	1116	1115	14	43	0.000	0.85	8.2%	0.67	68.6%
1341	1115	571	16	124	0.001	0.09	3.3%	0.67	27.2%
649	571	570	16	299	0.004	0.21	1.4%	0.67	11.4%
650	570	1051	16	120	0.003	0.30	2.2%	0.85	18.1%
691	1051	569	16	281	0.013	0.30	1.0%	0.85	8.1%
690	569	568	14	13	0.037	0.30	0.8%	0.85	6.9%
1391	1118	1117	10	47	0.021	0.85	0.6%	0.20	5.4%
686	583	582	8	123	0.122	0.85	0.5%	0.21	4.2%



## WWD - Basin 5

Sewer Hydraulic Capacity Model

Run Date: 8/10/2021

Results: 2 Links identified over BO capacity

FID	From MH	To MH	Dia. (in)	Length (ft)	Slope	Present Day Total Flow (cfs)	Present Day q/Q	BO3 Total Flow (cfs)	BO3 q/Q	BO 3 Revised Diameter	BO 3 Revised q/Q
736	1165	1161	8	117	0.010	0.27	18.5%	0.60	41.3%	8.00	41.3%
1596	1161	1160	8	93	0.014	0.27	15.6%	0.60	34.7%	8.00	34.7%
737	1160	1159	8	335	0.029	0.27	11.0%	0.60	24.5%	8.00	24.5%
738	1159	1158	8	285	0.020	0.27	13.2%	0.60	29.4%	8.00	29.4%
739	1158	1157	8	184	0.005	0.31	31.4%	0.69	69.8%	8.00	69.8%
741	1157	1156	8	75	0.019	0.31	15.9%	0.69	35.3%	8.00	35.3%
1528	1156	1155A	8	96	0.066	0.31	8.5%	0.69	18.8%	8.00	18.8%
742	1155A	1155	8	114	0.069	0.31	8.3%	0.69	18.4%	8.00	18.4%
743	1155	1154	8	109	0.146	0.31	5.7%	0.69	12.6%	8.00	12.6%
744	1154	962	8	175	0.145	0.31	5.7%	0.69	12.7%	8.00	12.7%
1524	962	961	8	301	0.178	0.33	5.5%	0.73	12.2%	8.00	12.2%
701	961	960	8	143	0.050	0.33	10.3%	0.73	22.9%	8.00	22.9%
1525	960	959	8	281	0.116	0.33	6.8%	0.73	15.0%	8.00	15.0%
702	959	958	8	294	0.005	0.33	32.2%	0.73	71.6%	8.00	71.6%
703	958	957	8	94	0.065	0.33	9.0%	0.73	20.1%	8.00	20.1%
705	957	956	8	246	0.068	0.33	8.8%	0.73	19.6%	8.00	19.6%
706	956	955	8	79	0.100	0.39	8.5%	0.86	19.0%	8.00	19.0%
707	955	954	8	198	0.114	0.39	8.0%	0.86	17.8%	8.00	17.8%
708	954	953	8	102	0.110	0.39	8.1%	0.86	18.2%	8.00	18.2%
709	953	952	8	78	0.120	0.39	7.8%	0.86	17.4%	8.00	17.4%
710	952	951	8	167	0.037	0.39	14.1%	0.86	31.4%	8.00	31.4%
712	951	939	8	165	0.264	0.39	5.3%	0.86	11.7%	8.00	11.7%
724	939	938	8	108	0.258	0.42	5.7%	0.92	12.7%	8.00	12.7%
748	938	937	8	70	0.151	0.42	7.4%	0.92	16.6%	8.00	16.6%
749	937	936	8	294	0.033	0.42	15.8%	0.92	35.2%	8.00	35.2%

## WWD - Basin 5

Sewer Hydraulic Capacity Model

Run Date: 8/10/2021

Results: 2 Links identified over BO capacity

FID	From MH	To MH	Dia. (in)	Length (ft)	Slope	Present Day Total Flow (cfs)	Present Day q/Q	BO3 Total Flow (cfs)	BO3 q/Q	BO 3 Revised Diameter	BO 3 Revised q/Q
750	936	935	8	95	0.017	0.42	21.9%	0.92	48.8%	8.00	48.8%
751	935	934	8	18	0.019	0.42	21.0%	0.92	46.8%	8.00	46.8%
753	934	679	8	352	0.009	0.53	39.6%	1.18	88.3%	12.00	30.0%
754	679	235	8	14	0.107	0.53	11.3%	1.18	25.2%	12.00	8.5%
698	235	234	8	272	0.009	0.53	38.1%	1.18	85.1%	12.00	28.8%
699	234	233	12	266	0.003	0.53	22.1%	1.18	49.2%	12.00	49.2%
700	233	0232A	12	338	0.005	0.53	18.2%	1.18	40.5%	12.00	40.5%
1520	0232A	0169A	12	162	0.008	0.53	14.3%	1.18	31.8%	12.00	31.8%
1521	0169A	0168A	12	30	0.008	0.53	13.7%	1.18	30.5%	12.00	30.5%
692	0168A	168	12	325	0.004	0.53	19.2%	1.18	42.8%	12.00	42.8%
693	168	0167A	12	201	0.003	0.58	26.7%	1.29	59.6%	12.00	59.6%
1523	0167A	167	12	149	0.005	0.58	18.7%	1.29	41.7%	12.00	41.7%
694	167	0159A	12	339	0.004	0.58	23.1%	1.29	51.6%	12.00	51.6%
1517	0159A	0158B	12	11	0.013	0.58	12.2%	1.29	27.2%	12.00	27.2%
734	0158B	158	14	185	0.005	0.58	13.5%	1.29	30.0%	14.00	30.0%
759	158	0158A	10	11	0.031	0.58	12.8%	1.29	28.4%	10.00	28.4%
1518	159	0158B	10	8	0.002	0.00	0.0%	0.00	0.0%	10.00	0.0%
731	965	962	8	289	0.144	0.02	0.3%	0.04	0.8%	8.00	0.8%

## WWD - Basin 6

Sewer Hydraulic Capacity Model

Run Date: 8/10/2021

Results: 2 Links identified over BO capacity

FID	From MH	To MH	Dia. (in)	Length (ft)	Slope	Present Day Total Flow (cfs)	Present Day q/Q	BO 3 Total Flow (cfs)	BO 3 q/Q	BO 3 Rev. Dia.	BO 3 Rev. q/Q
819	496	495	8	405	0.047	0.15	4.9%	0.32	10.3%	8.00	10.3%
818	495	493	8	218	0.031	0.20	7.9%	0.42	16.7%	8.00	16.7%
812	493	492	8	280	0.004	0.20	22.4%	0.42	47.3%	8.00	47.3%
813	492	491	8	103	0.008	0.20	15.8%	0.42	33.3%	8.00	33.3%
814	491	453	8	261	0.030	0.20	8.1%	0.42	17.1%	8.00	17.1%
810	453	445	8	243	0.040	0.29	10.1%	0.61	21.3%	8.00	21.3%
791	445	444	8	264	0.067	0.29	7.8%	0.61	16.5%	8.00	16.5%
792	444	443	8	190	0.073	0.38	9.8%	0.80	20.7%	8.00	20.7%
793	443	442	8	210	0.065	0.38	10.3%	0.80	21.8%	8.00	21.8%
1062	442	1060	8	295	0.110	0.38	8.0%	0.80	16.9%	8.00	16.9%
1063	1060	1058	8	41	0.109	0.38	8.0%	0.80	16.9%	8.00	16.9%
1060	1058	441	8	49	0.108	0.38	8.0%	0.80	16.9%	8.00	16.9%
777	441	440	8	304	0.108	0.38	8.0%	0.80	16.9%	8.00	16.9%
778	440	439	8	286	0.112	0.38	7.9%	0.80	16.6%	8.00	16.6%
779	439	438	8	239	0.076	0.38	9.5%	0.80	20.2%	8.00	20.2%
780	438	82	8	196	0.069	0.42	11.1%	0.88	23.4%	8.00	23.4%
768	82	81	8	401	0.045	0.42	13.8%	0.88	29.1%	8.00	29.1%
769	81	80	8	248	0.012	0.42	27.0%	0.88	57.2%	8.00	57.2%
770	80	79	8	211	0.015	0.42	24.2%	0.88	51.1%	8.00	51.1%
771	79	0078A	8	82	0.109	0.44	9.3%	0.93	19.6%	8.00	19.6%
772	0078A	78	8	80	0.105	0.44	9.4%	0.93	20.0%	8.00	20.0%
877	78	0077A	8	4	0.006	0.49	45.9%	1.04	97.1%	10.00	53.6%
858	0077A	1037	8	131	0.096	0.49	11.1%	1.04	23.6%	8.00	23.6%
1431	1037	77	8	97	0.011	0.49	33.6%	1.04	71.0%	8.00	71.0%
859	77	110	8	194	0.033	0.49	18.8%	1.04	39.8%	8.00	39.8%



## WWD - Basin 6

Sewer Hydraulic Capacity Model

Run Date: 8/10/2021

Results: 2 Links identified over BO capacity

FID	From MH	To MH	Dia. (in)	Length (ft)	Slope	Present Day Total Flow (cfs)	Present Day q/Q	BO 3 Total Flow (cfs)	BO 3 q/Q	BO 3 Rev. Dia.	BO 3 Rev. q/Q
873	110	69	8	22	0.026	0.53	22.9%	1.08	46.4%	8.00	46.4%
6969	69	W111101A	8	105	0.005	0.60	60.3%				
1120	70	69	8	289	0.003	0.04	4.2%	0.03	3.8%	8.00	3.8%
762	0535A	534	8	161	0.066	0.00	0.0%	0.00	0.0%	8.00	0.0%
775	83	78	8	301	0.014	0.03	1.9%	0.07	4.0%	8.00	4.0%
790	86	78	8	199	0.013	0.02	1.5%	0.05	3.2%	8.00	3.2%
822	511	453	8	221	0.094	0.09	2.0%	0.19	4.4%	8.00	4.4%
860	111	110	8	262	0.005	0.04	3.9%	0.04	3.6%	8.00	3.6%
862	534	79	8	37	0.057	0.00	0.0%	0.00	0.0%	8.00	0.0%

## WWD - Basin 7

Sewer Hydraulic Capacity Model

Run Date: 8/10/2021

Results: No issues identified

FID	From MH	To MH	Dia. (in)	Length (ft)	Slope	Present Day Total Flow (cfs)	Present Day q/Q	BO 3 Total Flow (cfs)	BO 3 q/Q
880	0992B	118	10	18	0.014	0.06	2.1%	0.89	29.3%
887	118	117	15	254	0.009	0.06	0.9%	0.89	12.5%
888	117	101	15	48	0.005	0.06	1.1%	0.90	15.8%
889	101	100	15	189	0.006	0.06	1.1%	0.90	15.1%
896	100	99	15	159	0.006	0.06	1.1%	0.90	15.4%
1515	99	1520	15	195	0.006	0.06	1.1%	0.90	15.8%
1684	1520	1519	16	83	0.002	0.09	2.0%	1.24	28.4%
1683	1519	95	21	115	0.003	0.12	1.2%	1.68	16.4%
897	95	94	15	182	0.005	0.12	2.1%	1.68	30.3%
908	94	93	15	334	0.005	0.14	2.5%	1.97	35.0%
909	93	92	15	401	0.005	0.17	3.0%	2.39	42.2%
910	92	91	15	383	0.004	0.17	3.5%	2.39	49.6%
1152	91	90	15	230	0.010	0.17	2.2%	2.40	32.1%
1153	90	W11111	15	44	0.116	0.17	0.6%	2.40	9.2%
1686	1540	1541	12	42	0.003	0.01	0.4%	0.14	6.0%
899	1541	103	8	148	0.005	0.01	1.0%	0.14	13.8%
898	103	94	8	123	0.012	0.01	0.6%	0.14	9.1%
1465	1434	1519	8	107	0.005	0.03	3.0%	0.44	43.1%
1475	1443	94	8	43	0.019	0.01	0.5%	0.15	7.4%

## WWD - Basin 8

Sewer Hydraulic Capacity Model

Run Date: 2/14/2022

Results: N 21 Links identified over BO capacity

FID	From MH	To MH	Dia. (in)	Length (ft)	Slope	Present Day Total Flow (cfs)	Present Day q/Q	BO 4 Total Flow (cfs)	BO 4 q/Q	BO 4 Rev. Dia.	BO 4 Rev. q/Q
283	140	139	8	204	0.024	0	0.0%	0.78	35.0%	8	35.0%
284	139	138	8	196	0.025	0	0.0%	0.78	34.3%	8	34.3%
285	138	137	8	185	0.039	0	0.0%	0.78	27.6%	8	27.6%
286	137	136	8	190	0.107	0	0.0%	0.78	16.7%	8	16.7%
287	136	135	8	199	0.086	0	0.0%	0.78	18.6%	8	18.6%
288	135	134	8	369	0.195	0	0.0%	0.78	12.3%	8	12.3%
289	134	133	8	247	0.004	0	0.0%	0.78	82.6%	10	45.6%
277	133	132	8	193	0.098	0.168	3.8%	1.472	32.9%	8	32.9%
278	132	127	8	212	0.004	0.168	6.4%	1.472	166.3%	12	56.4%
304	127	126	8	94	0.114	0.168	3.5%	1.472	30.4%	8	30.4%
305	126	326	8	24	0.839	0.168	1.3%	1.472	11.2%	8	11.2%
303	326	125	8	204	0.017	0.168	4.9%	1.472	78.2%	10	43.1%
274	125	124	8	300	0.036	0.168	3.4%	1.472	54.4%	10	30.0%
219	124	0062A	8	88	0.026	0.261	6.2%	2.4	103.1%	12	35.0%
220	0062A	62	8	80	0.069	0.261	3.8%	2.4	63.8%	12	21.6%
221	62	61	8	350	0.023	0.261	6.6%	2.4	109.7%	12	37.2%
239	61	60	10	286	0.044	0.342	2.1%	3.203	59.0%	12	36.3%
275	60	58	10	50	0.011	0.399	5.0%	3.81	141.3%	15	47.9%
240	58	57	10	177	0.010	0.399	5.2%	3.81	146.4%	15	49.7%
241	57	55	10	259	0.010	0.399	5.2%	3.81	145.8%	15	49.4%
231	55	54	10	198	0.010	0.521	6.7%	4.417	168.3%	15	57.1%
232	54	52	10	172	0.006	0.521	5.3%	4.417	216.0%	15	73.3%
233	52	50	10	133	0.005	0.521	5.7%	4.417	230.4%	15	78.2%
234	50	49	10	149	0.006	0.521	5.4%	4.417	219.5%	15	74.4%
235	49	47	10	119	0.005	0.521	6.0%	4.417	242.0%	18	50.5%



## WWD - Basin 8

Sewer Hydraulic Capacity Model

Run Date: 2/14/2022

Results: N 21 Links identified over BO capacity

FID	From MH	To MH	Dia. (in)	Length (ft)	Slope	Present Day Total Flow (cfs)	Present Day q/Q	BO 4 Total Flow (cfs)	BO 4 q/Q	BO 4 Rev. Dia.	BO 4 Rev. q/Q
236	47	46	10	341	0.007	0.521	4.9%	5.024	225.6%	18	47.1%
237	46	45	10	210	0.013	0.521	3.7%	5.024	173.0%	18	36.1%
238	45	44	10	159	0.013	0.521	3.6%	5.024	168.7%	18	35.2%
230	44	18	10	300	0.007	0.521	4.9%	5.024	226.0%	18	47.1%
227	18	17	15	273	0.009	0.624	5.3%	6.052	83.2%	18	51.1%
228	17	0016A	15	22	0.039	0.624	2.5%	6.052	39.9%	18	24.6%
229	0016A	16	15	199	0.009	0.624	5.3%	6.052	83.2%	18	51.1%
413	16	14	18	181	0.010	0.624	4.9%	6.052	47.9%	18	47.9%
414	14	13	18	90	0.004	0.624	7.5%	6.052	72.9%	18	72.9%
415	13	12	18	209	0.004	0.624	5.6%	6.052	81.8%	21	54.2%
416	12	W11A04	18	91	0.003	0.624	6.2%	6.052	91.1%	21	60.4%
308	185	183	8	295	0.004	0	0.0%	0	0.0%	8	0.0%
307	183	126	8	158	0.007	0	0.0%	0	0.0%	8	0.0%
1500	981	1323	8	152	0.018	0	0.0%	0	0.0%	8	0.0%
218	1323	64	8	157	0.012	0	0.0%	0	0.0%	8	0.0%
216	64	0063A	8	187	0.011	0	0.0%	0	0.0%	8	0.0%
276	0063A	63	8	152	-0.035	0	0.0%	0	0.0%	8	0.0%
217	63	61	8	41	0.015	0	0.0%	0	0.0%	8	0.0%
242	976	25	15	227	0.013	0	0.0%	0	0.0%	15	0.0%
248	25	24	15	274	0.008	0	0.0%	0.266	4.0%	15	4.0%
249	24	23	15	253	0.007	0	0.0%	0.266	4.1%	15	4.1%
223	23	22	15	260	0.007	0	0.0%	0.266	4.1%	15	4.1%
224	22	21	15	350	0.008	0	0.0%	0.266	3.8%	15	3.8%
247	21	20	15	279	0.008	0	0.0%	0.487	7.1%	15	7.1%
225	20	0019A	15	295	0.007	0	0.0%	0.487	7.4%	15	7.4%

## WWD - Basin 8

Sewer Hydraulic Capacity Model

Run Date: 2/14/2022

Results: N 21 Links identified over BO capacity

FID	From MH	To MH	Dia. (in)	Length (ft)	Slope	Present Day Total Flow (cfs)	Present Day q/Q	BO 4 Total Flow (cfs)	BO 4 q/Q	BO 4 Rev. Dia.	BO 4 Rev. q/Q
226	0019A	19	15	101	0.007	0	0.0%	0.487	7.7%	15	7.7%
222	19	18	15	419	0.024	0.104	0.9%	1.028	8.6%	15	8.6%
261	0322A	61	8	104	0.006	0.08	7.0%	0.803	69.7%	8	69.7%

Note: Pipes listed as zero flow are used in a different modelling scenario. Their tributary loadings are included on downstream mains.

## WWD - Basin 9

Sewer Hydraulic Capacity Model

Run Date: 8/10/2021

Results: 2 Links identified over BO capacity 5 links at borderline

FID	From MH	To MH	Dia. (in)	Length (ft)	Slope	Present Day Total Flow (cfs)	Present Day q/Q	BO 4 Total Flow (cfs)	BO 4 q/Q	BO 4 Rev. Dia.	BO 4 Rev. q/Q
377	197	196	8	98	0.023	0.04	2.0%	0.34	15.4%	8.00	15.4%
378	196	195	8	160	0.109	0.04	0.9%	0.34	7.1%	8.00	7.1%
380	195	193	8	94	0.069	0.06	1.5%	0.43	11.5%	8.00	11.5%
381	193	192	8	82	0.090	0.06	1.3%	0.43	10.1%	8.00	10.1%
382	192	191	8	216	0.007	0.06	4.7%	0.43	37.0%	8.00	37.0%
383	191	190	8	201	0.017	0.07	3.6%	0.52	27.6%	8.00	27.6%
459	190	189	8	162	0.096	0.08	1.9%	0.65	14.5%	8.00	14.5%
460	189	188	8	236	0.013	0.08	5.2%	0.65	40.1%	8.00	40.1%
461	188	187	8	98	0.207	0.08	1.3%	0.65	9.9%	8.00	9.9%
458	187	185	8	208	0.108	0.08	1.8%	0.65	13.7%	8.00	13.7%
420	185	990	10	97	0.004	0.11	6.9%	0.89	53.9%	10.00	53.9%
429	990	989	10	79	0.004	0.11	6.9%	0.89	53.9%	10.00	53.9%
428	989	988	10	126	0.004	0.11	6.9%	0.89	53.9%	10.00	53.9%
427	988	987	10	39	0.004	0.11	6.9%	0.89	53.9%	10.00	53.9%
426	987	986	10	163	0.008	0.11	4.8%	0.89	37.3%	10.00	37.3%
425	986	985	10	184	0.074	0.11	1.6%	0.89	12.6%	10.00	12.6%
424	985	984	10	181	0.042	0.11	2.1%	0.89	16.6%	10.00	16.6%
423	984	983	10	206	0.042	0.11	2.1%	0.89	16.6%	10.00	16.6%
421	983	982	10	56	0.033	0.11	2.4%	0.89	18.8%	10.00	18.8%
422	982	981	10	154	0.047	0.11	2.0%	0.89	15.8%	10.00	15.8%
419	981	980	12	86	0.017	0.55	10.1%	3.69	67.8%	15.00	37.4%
418	980	979	12	183	0.013	0.55	11.6%	3.69	77.5%	15.00	42.7%
417	979	978	12	267	0.011	0.55	12.3%	3.69	82.3%	15.00	45.4%
432	978	977	12	332	0.012	0.55	11.9%	3.69	79.7%	15.00	44.0%
431	977	976	12	352	0.013	0.55	11.3%	3.69	75.7%	15.00	41.8%



## WWD - Basin 9

Sewer Hydraulic Capacity Model

Run Date: 8/10/2021

Results: 2 Links identified over BO capacity 5 links at borderline

FID	From MH	To MH	Dia. (in)	Length (ft)	Slope	Present Day Total Flow (cfs)	Present Day q/Q	BO 4 Total Flow (cfs)	BO 4 q/Q	BO 4 Rev. Dia.	BO 4 Rev. q/Q
430	976	W11A10A	18	159	0.040	0.55	2.2%	3.69	14.9%	18.00	14.9%
1529	459	65	8	166	0.021	0.44	20.9%	2.80	134.3%	12.00	45.6%
1499	65	981	8	91	0.021	0.44	21.1%	2.80	135.4%	12.00	45.9%
379	239	195	8	310	0.003	0.01	1.5%	0.10	11.5%	8.00	11.5%
389	201	190	8	138	0.060	0.02	0.4%	0.12	3.5%	8.00	3.5%
597	209	185	8	229	0.171	0.03	0.5%	0.24	4.1%	8.00	4.1%

## WWD - Basin 10

Sewer Hydraulic Capacity Model

Run Date: 8/10/2021

Results: No issues identified

FID	From MH	To MH	Dia. (in)	Length (ft)	Slope	Present Day Total Flow (cfs)	Present Day q/Q	BO 3 Total Flow (cfs)	BO 3 q/Q
1508	1472	1471	8	144	0.007	0.00	0.0%	0.00	0.0%
1509	1471	1470	8	174	0.023	0.00	0.0%	0.00	0.0%
1503	1470	1469	8	101	0.007	0.00	0.0%	0.00	0.0%
1504	1469	1468	8	251	0.013	0.00	0.0%	0.00	0.0%
1505	1468	1467	8	138	0.028	0.00	0.0%	0.00	0.0%
1506	1467	1466	8	108	0.031	0.00	0.0%	0.00	0.0%
1507	1466	1330	8	25	16.749	0.00	0.0%	0.00	0.0%
1447	1330	1329	8	185	0.049	0.00	0.0%	0.00	0.0%
1448	1329	1328	8	250	0.035	0.00	0.0%	0.00	0.0%
1444	1328	1328A	8	46	0.020	0.00	0.0%	0.00	0.0%
1445	1328A	1327	8	122	0.065	0.00	0.0%	0.00	0.0%
1446	1327	840	8	17	0.066	0.04	1.0%	0.10	2.6%
1496	840	1101	8	74	0.071	0.04	1.0%	0.10	2.5%
933	1101	839	8	84	0.072	0.09	2.2%	0.21	5.5%
934	839	838	8	96	0.070	0.09	2.3%	0.21	5.6%
935	838	837	8	297	0.072	0.09	2.2%	0.21	5.5%
936	837	836	8	300	0.084	0.09	2.1%	0.21	5.1%
942	836	835	8	300	0.083	0.09	2.1%	0.21	5.1%
1039	835	1050A	8	46	0.007	0.09	7.1%	0.21	17.6%
943	1050A	1050	8	162	0.094	0.09	1.9%	0.21	4.8%
944	1050	1049	8	115	0.035	0.09	3.2%	0.21	7.9%
945	1049	613	8	173	0.093	0.14	3.1%	0.34	7.7%
947	613	466	8	129	0.079	0.14	3.4%	0.34	8.4%
948	466	465	8	137	0.060	0.14	3.9%	0.34	9.6%
937	465	464	8	108	0.086	0.14	3.2%	0.34	8.0%
938	464	0463A	8	284	0.060	0.14	3.9%	0.34	9.6%

**WWD - Basin 10**

Sewer Hydraulic Capacity Model

Run Date: 8/10/2021

Results: No issues identified

FID	From MH	To MH	Dia. (in)	Length (ft)	Slope	Present Day Total Flow (cfs)	Present Day q/Q	BO 3 Total Flow (cfs)	BO 3 q/Q
939	0463A	782	8	69	0.045	0.14	4.5%	0.34	11.1%
940	782	757	8	14	0.059	0.14	3.9%	0.34	9.7%
941	757	1080	8	129	0.020	0.14	6.7%	0.34	16.6%
986	1080	756	8	48	0.025	0.18	7.9%	0.44	19.5%
987	756	463	8	16	0.045	0.18	5.8%	0.44	14.4%
988	463	175	8	270	0.027	0.18	7.6%	0.44	18.7%
989	175	174	8	143	0.027	0.18	7.6%	0.44	18.7%
999	174	173	8	259	0.045	0.27	8.8%	0.66	21.8%
1000	173	821	8	170	0.066	0.27	7.3%	0.66	18.1%
1001	821	822	8	134	0.060	0.27	7.6%	0.66	18.9%
1013	822	36	8	249	0.057	0.45	13.1%	1.11	32.2%
1014	36	35	8	390	0.053	0.45	13.7%	1.11	33.7%
926	35	0034A	8	407	0.033	0.45	17.1%	1.11	42.3%
913	0034A	34	8	137	0.044	0.45	15.0%	1.11	37.0%
914	34	33	8	162	0.046	0.45	14.7%	1.11	36.2%
923	33	32	15	245	0.011	0.50	6.2%	1.24	15.3%
1038	32	31	15	290	0.008	0.50	7.4%	1.24	18.2%
924	31	30	15	400	0.007	0.50	7.9%	1.24	19.4%
925	30	29	15	400	0.026	0.50	4.1%	1.24	10.1%
921	29	28	15	301	0.019	0.65	6.1%	1.61	15.2%
927	28	27	15	375	0.008	0.80	11.5%	2.23	32.1%
922	27	26	15	400	0.008	0.80	11.7%	2.23	32.6%
1009	1004	1003	8	214	0.011	0.00	0.0%	0.00	0.0%
1010	1003	1002	8	321	0.020	0.00	0.0%	0.00	0.0%
1011	1002	1001	8	298	0.059	0.00	0.0%	0.00	0.0%
1005	1001	1000	8	152	0.102	0.00	0.0%	0.00	0.0%



## WWD - Basin 10

Sewer Hydraulic Capacity Model

Run Date: 8/10/2021

Results: No issues identified

FID	From MH	To MH	Dia. (in)	Length (ft)	Slope	Present Day Total Flow (cfs)	Present Day q/Q	BO 3 Total Flow (cfs)	BO 3 q/Q
1006	1000	999	8	231	0.104	0.00	0.0%	0.00	0.0%
1007	999	1036	8	62	0.155	0.00	0.0%	0.00	0.0%
1008	1036	998	8	250	0.031	0.00	0.0%	0.00	0.0%
993	998	41	8	196	0.006	0.00	0.0%	0.00	0.0%
996	41	39	8	152	0.050	0.14	4.3%	0.34	10.7%
997	39	176	8	288	0.045	0.14	4.6%	0.34	11.4%
998	176	38	8	114	0.036	0.18	6.6%	0.44	16.2%
1004	38	37	8	179	0.011	0.18	11.8%	0.44	29.2%
1003	37	822	8	51	0.048	0.18	5.7%	0.44	14.0%
961	524	523	8	351	0.046	0.05	1.7%	0.13	4.1%
962	523	522	8	228	0.030	0.05	2.1%	0.13	5.1%
1283	522	1273	8	110	0.197	0.15	2.3%	0.36	5.7%
1282	1273	1272	8	11	0.112	0.15	3.1%	0.36	7.6%
1281	1272	1271	8	119	0.152	0.15	2.6%	0.36	6.5%
1280	1271	1270	8	100	0.082	0.15	3.6%	0.36	8.9%
1279	1270	520	8	81	0.008	0.15	11.4%	0.36	28.4%
912	520	29	8	55	0.060	0.15	4.2%	0.36	10.4%
951	527	522	8	322	0.040	0.10	3.4%	0.24	8.3%
985	1081	1080	8	122	0.010	0.04	2.9%	0.10	7.1%
932	1102	1101	8	105	0.097	0.05	1.1%	0.12	2.6%
917	0035A	33	8	428	0.008	0.06	4.4%	0.14	10.9%
1023	0263B	0263A	8	453	0.126	0.00	0.0%	0.00	0.0%
1024	0263A	263	8	149	0.003	0.00	0.0%	0.00	0.0%
1025	263	262	8	329	0.005	0.00	0.0%	0.00	0.0%
1019	262	229	8	267	0.006	0.00	0.0%	0.00	0.0%
1020	229	228	8	212	0.008	0.00	0.0%	0.00	0.0%

## WWD - Basin 10

Sewer Hydraulic Capacity Model

Run Date: 8/10/2021

Results: No issues identified

FID	From MH	To MH	Dia. (in)	Length (ft)	Slope	Present Day Total Flow (cfs)	Present Day q/Q	BO 3 Total Flow (cfs)	BO 3 q/Q
1021	228	40	8	206	0.020	0.00	0.0%	0.00	0.0%
1022	40	41	8	302	0.011	0.00	0.0%	0.00	0.0%

Note: Pipes listed as zero flow are used in a different modelling scenario. Their tributary loadings are included on

**WWD - Basin 11**

Sewer Hydraulic Capacity Model

Run Date: 8/10/2021

Results: No issues identified

FID	From MH	To MH	Dia. (in)	Length (ft)	Slope	Present Day Total Flow (cfs)	Present Day q/Q	BO 3 Total Flow (cfs)	BO 3 q/Q
520	361	360	8	396	0.041	0.10	3.4%	0.24	8.4%
1254	360	889	8	178	0.087	0.16	3.9%	0.40	9.6%
1255	889	359	8	69	0.083	0.19	4.5%	0.46	11.2%
526	359	10	8	194	0.036	0.19	6.9%	0.46	17.1%
543	10	9	8	323	0.027	0.21	9.1%	0.53	22.5%
544	9	8	8	401	0.020	0.21	10.5%	0.53	26.0%
545	8	7	10	298	0.009	0.21	8.4%	0.53	20.9%
546	7	0006C	10	372	0.007	0.21	10.0%	0.53	24.9%
342	0006C	0006B	10	391	0.007	0.23	10.8%	0.57	26.7%
337	0006B	1485	10	217	0.009	0.23	9.7%	0.57	24.0%
1532	1485	0006A	10	105	0.009	0.23	9.5%	0.57	23.6%
345	890	889	8	355	0.007	0.02	2.0%	0.06	5.1%
519	551	360	8	67	0.017	0.06	3.4%	0.16	8.5%



## WWD - Basin 12

Sewer Hydraulic Capacity Model

Run Date: 8/10/2021

Results: No issues identified

FID	From MH	To MH	Dia. (in)	Length (ft)	Slope	Present Day Total Flow (cfs)	Present Day q/Q	BO 3 Total Flow (cfs)	BO 3 q/Q
319	693	692	8	162	0.019	0.05	2.4%	0.17	8.5%
324	692	691	8	369	0.019	0.05	2.4%	0.17	8.5%
325	691	690	8	244	0.043	0.05	1.6%	0.17	5.7%
591	690	689	8	400	0.005	0.05	4.7%	0.17	16.9%
573	689	688	8	399	0.004	0.05	5.1%	0.17	18.2%
574	688	1364	8	178	0.106	0.05	1.0%	0.17	3.6%
1402	1364	1365	12	37	0.019	0.05	0.8%	0.17	2.9%
1401	1365	1363	12	122	0.021	0.07	1.2%	0.26	4.3%
1400	1363	1362	12	24	0.014	0.07	1.5%	0.26	5.3%
569	1362	686	8	150	0.029	0.07	3.0%	0.26	10.8%
570	686	747	8	89	0.056	0.07	2.2%	0.26	7.8%
571	747	685	8	194	0.053	0.15	4.5%	0.53	16.0%
572	685	684	8	126	0.079	0.15	3.7%	0.53	13.1%
548	684	0303A	8	221	0.066	0.15	4.0%	0.53	14.4%
1101	0303A	1186	8	59	0.048	0.15	4.7%	0.53	16.9%
549	1186	0302A	8	175	0.044	0.16	5.2%	0.56	18.4%
550	0302A	0301A	8	344	0.037	0.16	5.6%	0.56	20.1%
551	0301A	0300B	8	270	0.027	0.22	9.2%	0.77	32.7%
552	0300B	0299A	8	179	0.058	0.22	6.2%	0.77	22.2%
336	0299A	0298A	8	103	0.074	0.22	5.5%	0.77	19.7%
592	0298A	0297A	8	267	0.037	0.34	12.3%	1.22	44.0%
593	0297A	0296A	8	107	0.055	0.34	10.2%	1.22	36.3%
595	0296A	0295A	12	152	0.008	0.34	9.3%	1.22	33.2%
596	0295A	0294A	12	303	0.008	0.34	9.2%	1.22	32.9%
1256	0294A	W11A19A	12	292	0.009	0.34	8.4%	1.22	29.9%

## WWD - Basin 12

Sewer Hydraulic Capacity Model

Run Date: 8/10/2021

Results: No issues identified

FID	From MH	To MH	Dia. (in)	Length (ft)	Slope	Present Day Total Flow (cfs)	Present Day q/Q	BO 3 Total Flow (cfs)	BO 3 q/Q
444	1174	1173	8	129	0.004	0.02	2.6%	0.08	9.3%
445	1173	1172	8	75	0.004	0.02	2.5%	0.08	8.9%
440	1171	1170	8	365	0.022	0.02	1.1%	0.08	4.0%
446	1172	1171	8	47	0.018	0.02	1.2%	0.08	4.4%
438	1170	1169	8	144	0.004	0.08	8.5%	0.27	30.4%
439	1169	1168	8	400	0.006	0.11	10.2%	0.41	36.5%
436	1168	1167	8	398	0.041	0.11	3.9%	0.41	14.1%
437	1167	1166	8	275	0.018	0.11	5.9%	0.41	21.0%
433	1166	0298A	8	29	0.149	0.11	2.1%	0.41	7.4%
1048	1197	1196	8	149	0.045	0.05	1.7%	0.19	6.2%
1049	1196	1195	8	169	0.100	0.05	1.2%	0.19	4.1%
1050	1195	1223	8	16	0.030	0.05	2.1%	0.19	7.6%
1053	1223	1194	8	128	0.044	0.05	1.8%	0.19	6.3%
1054	1194	1170	8	53	0.009	0.05	3.9%	0.19	14.0%
1100	1187	1186	8	39	0.006	0.01	0.7%	0.03	2.5%
1302	P008A	P005	8	216	0.084	0.06	1.4%	0.21	5.1%
1303	P005	P003	8	417	0.013	0.06	3.6%	0.21	12.8%
1304	P003	0301A	8	48	0.134	0.06	1.1%	0.21	4.1%
335	749	748	8	178	0.065	0.07	2.0%	0.26	7.2%
568	748	747	8	42	0.035	0.07	2.8%	0.26	9.9%
434	863	0298A	8	92	0.074	0.01	0.3%	0.04	1.0%

## WWD - Basin 8

Sewer Hydraulic Capacity Model

Run Date: 8/10/2021

Results: N 13 Links identified over BO capacity

FID	From MH	To MH	Dia. (in)	Length (ft)	Slope	Present Day Total Flow (cfs)	Present Day q/Q	BO 3 Total Flow (cfs)	BO 3 q/Q	BO 3 Rev. Dia.	BO 3 Rev. q/Q
283	140	139	8	204	0.024	0	0.0%	0	0.0%	8	0.0%
284	139	138	8	196	0.025	0	0.0%	0	0.0%	8	0.0%
285	138	137	8	185	0.039	0	0.0%	0	0.0%	8	0.0%
286	137	136	8	190	0.107	0	0.0%	0	0.0%	8	0.0%
287	136	135	8	199	0.086	0	0.0%	0	0.0%	8	0.0%
288	135	134	8	369	0.195	0	0.0%	0	0.0%	8	0.0%
289	134	133	8	247	0.004	0	0.0%	0	0.0%	8	0.0%
277	133	132	8	193	0.098	0.168	3.8%	0.861	19.3%	8	19.3%
278	132	127	8	212	0.004	0.168	6.4%	0.861	97.2%	10	53.6%
304	127	126	8	94	0.114	0.168	3.5%	0.861	17.8%	8	17.8%
305	126	326	8	24	0.839	0.168	1.3%	0.861	6.6%	8	6.6%
303	326	125	8	204	0.017	0.168	4.9%	0.861	45.7%	8	45.7%
274	125	124	8	300	0.036	0.168	3.4%	0.861	31.8%	8	31.8%
219	124	0062A	8	88	0.026	0.261	6.2%	1.564	67.2%	8	67.2%
220	0062A	62	8	80	0.069	0.261	3.8%	1.564	41.6%	8	41.6%
221	62	61	8	350	0.023	0.261	6.6%	1.564	71.5%	8	71.5%
239	61	60	10	286	0.044	0.342	2.1%	2.173	40.0%	10	40.0%
275	60	58	10	50	0.011	0.399	5.0%	2.58	95.7%	12	58.8%
240	58	57	10	177	0.010	0.399	5.2%	2.58	99.2%	12	61.0%
241	57	55	10	259	0.010	0.399	5.2%	2.58	98.7%	12	60.7%
231	55	54	10	198	0.010	0.521	6.7%	3.5	133.4%	15	45.2%
232	54	52	10	172	0.006	0.521	5.3%	3.5	171.1%	15	58.0%
233	52	50	10	133	0.005	0.521	5.7%	3.5	182.6%	15	61.9%
234	50	49	10	149	0.006	0.521	5.4%	3.5	173.9%	15	59.0%
235	49	47	10	119	0.005	0.521	6.0%	3.5	191.8%	15	65.0%

## WWD - Basin 8

Sewer Hydraulic Capacity Model

Run Date: 8/10/2021

Results: N 13 Links identified over BO capacity

FID	From MH	To MH	Dia. (in)	Length (ft)	Slope	Present Day Total Flow (cfs)	Present Day q/Q	BO 3 Total Flow (cfs)	BO 3 q/Q	BO 3 Rev. Dia.	BO 3 Rev. q/Q
236	47	46	10	341	0.007	0.521	4.9%	3.5	157.2%	15	53.3%
237	46	45	10	210	0.013	0.521	3.7%	3.5	120.5%	15	40.9%
238	45	44	10	159	0.013	0.521	3.6%	3.5	117.5%	15	39.9%
230	44	18	10	300	0.007	0.521	4.9%	3.5	157.5%	15	53.4%
227	18	17	15	273	0.009	0.624	5.3%	4.278	58.8%	15	58.8%
228	17	0016A	15	22	0.039	0.624	2.5%	4.278	28.2%	15	28.2%
229	0016A	16	15	199	0.009	0.624	5.3%	4.278	58.8%	15	58.8%
413	16	14	18	181	0.010	0.624	4.9%	4.278	33.9%	18	33.9%
414	14	13	18	90	0.004	0.624	7.5%	4.278	51.5%	18	51.5%
415	13	12	18	209	0.004	0.624	5.6%	4.278	57.8%	18	57.8%
416	12	W11A04	18	91	0.003	0.624	6.2%	4.278	64.4%	18	64.4%
308	185	183	8	295	0.004	0	0.0%	0	0.0%	8	0.0%
307	183	126	8	158	0.007	0	0.0%	0	0.0%	8	0.0%
1500	981	1323	8	152	0.018	0	0.0%	0	0.0%	8	0.0%
218	1323	64	8	157	0.012	0	0.0%	0	0.0%	8	0.0%
216	64	0063A	8	187	0.011	0	0.0%	0	0.0%	8	0.0%
276	0063A	63	8	152	-0.035	0	0.0%	0	0.0%	8	0.0%
217	63	61	8	41	0.015	0	0.0%	0	0.0%	8	0.0%
242	976	25	15	227	0.013	0	0.0%	0	0.0%	15	0.0%
248	25	24	15	274	0.008	0	0.0%	0.201	3.0%	15	3.0%
249	24	23	15	253	0.007	0	0.0%	0.201	3.1%	15	3.1%
223	23	22	15	260	0.007	0	0.0%	0.201	3.1%	15	3.1%
224	22	21	15	350	0.008	0	0.0%	0.201	2.9%	15	2.9%
247	21	20	15	279	0.008	0	0.0%	0.368	5.4%	15	5.4%
225	20	0019A	15	295	0.007	0	0.0%	0.368	5.6%	15	5.6%



## WWD - Basin 8

Sewer Hydraulic Capacity Model

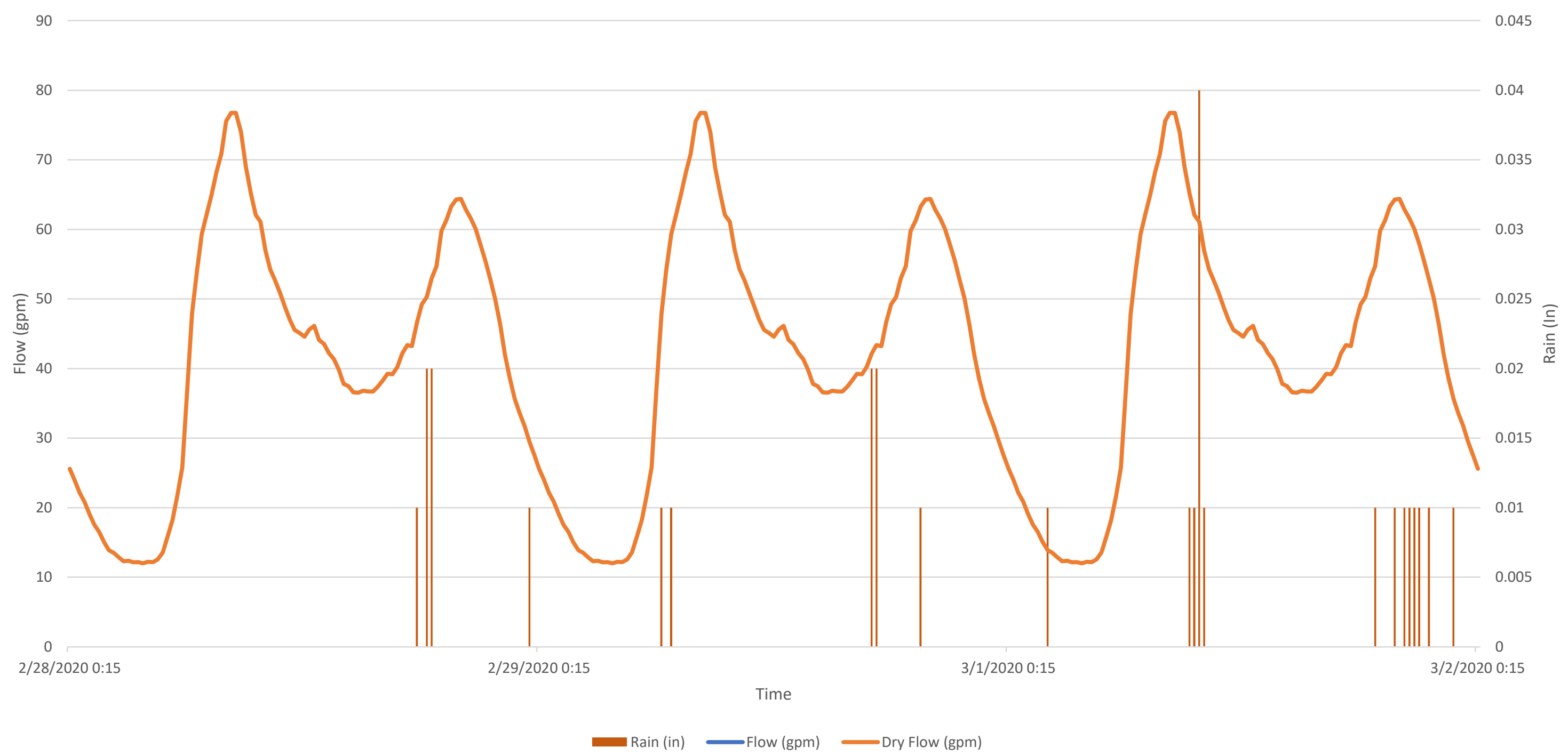
Run Date: 8/10/2021

Results: N 13 Links identified over BO capacity

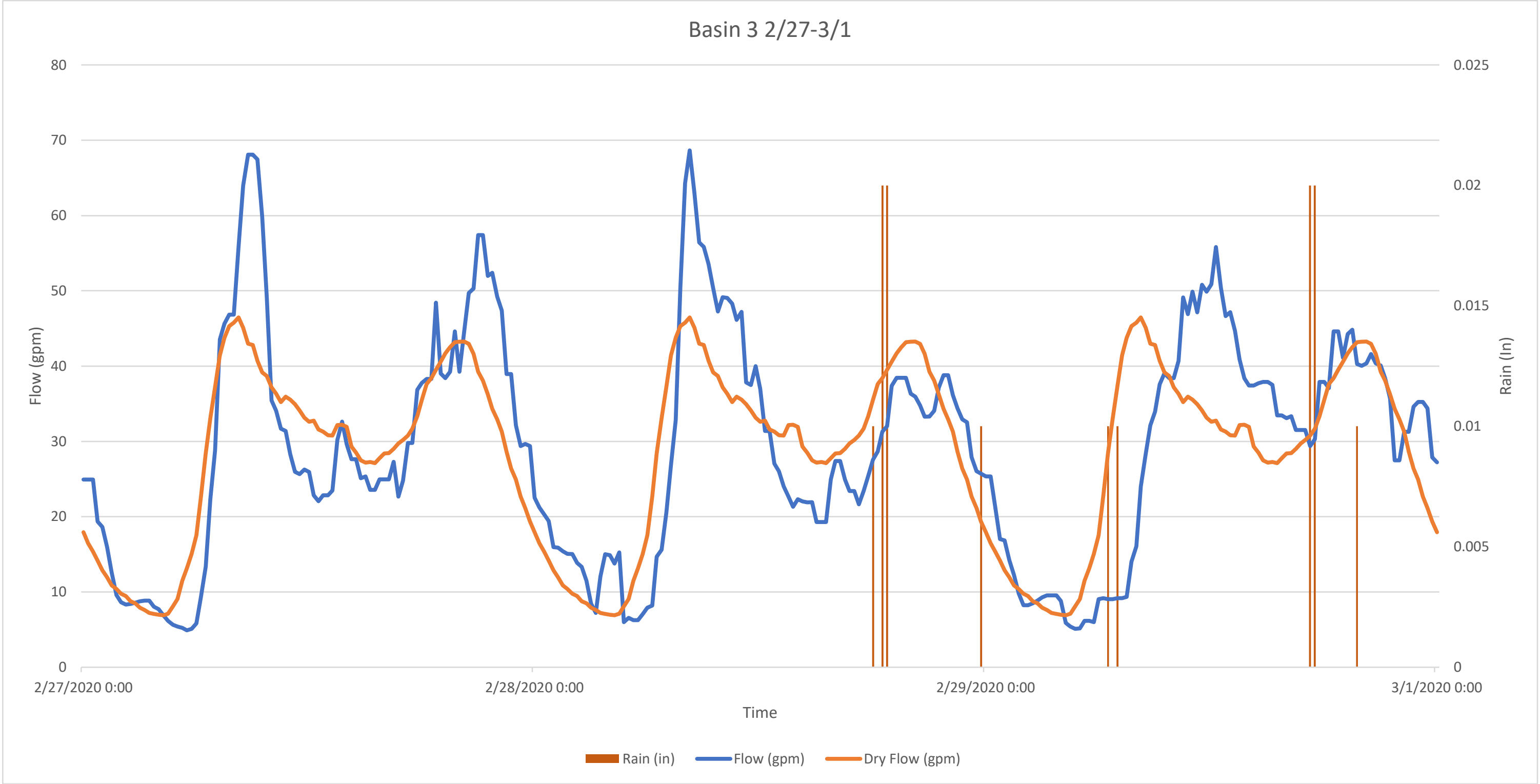
FID	From MH	To MH	Dia. (in)	Length (ft)	Slope	Present Day Total Flow (cfs)	Present Day q/Q	BO 3 Total Flow (cfs)	BO 3 q/Q	BO 3 Rev. Dia.	BO 3 Rev. q/Q
226	0019A	19	15	101	0.007	0	0.0%	0.368	5.8%	15	5.8%
222	19	18	15	419	0.024	0.104	0.9%	0.778	6.5%	15	6.5%
261	0322A	61	8	104	0.006	0.08	7.0%	0.609	52.8%	8	52.8%

Note: Pipes listed as zero flow are used in a different modelling scenario. Their tributary loadings are included on downstream mains.

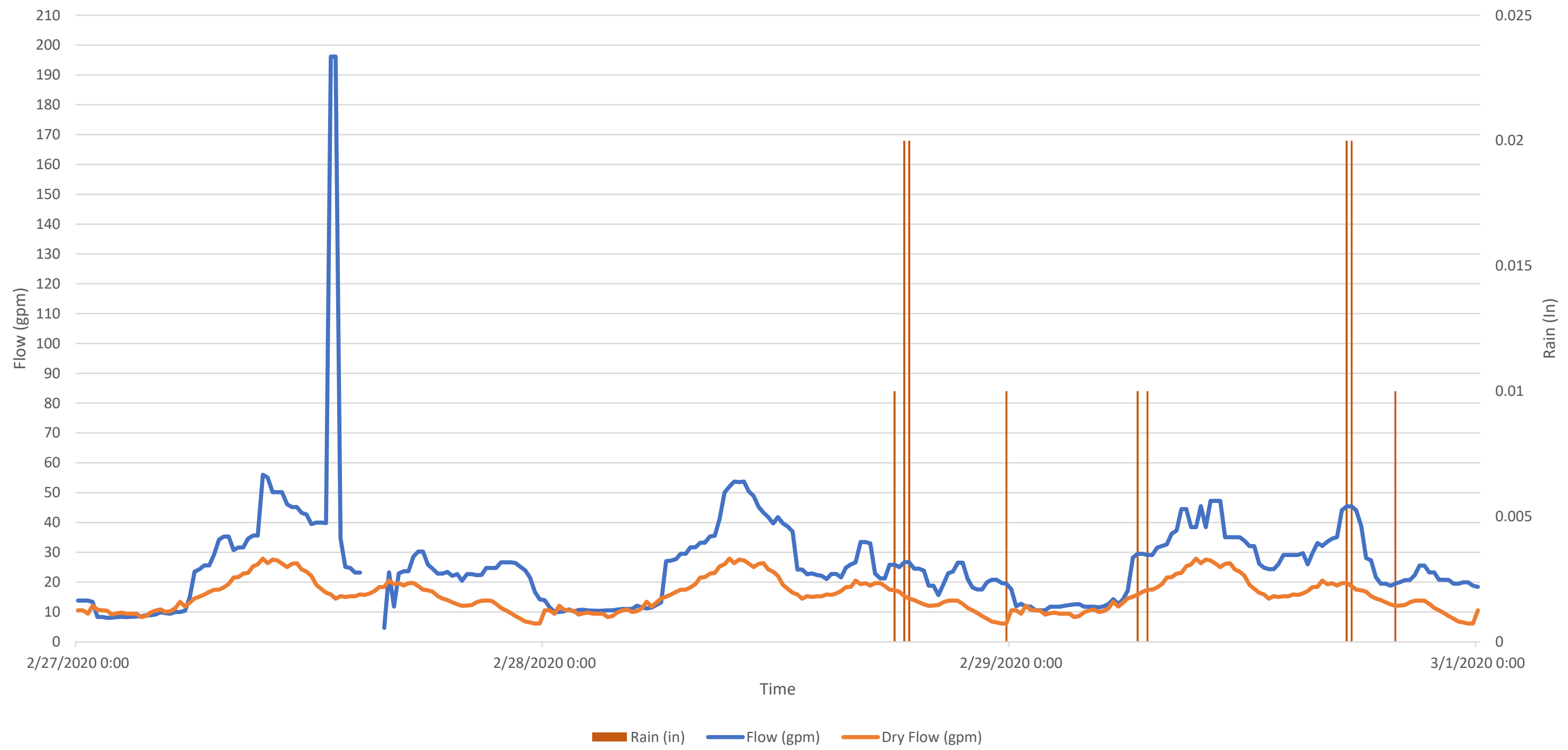
Basin 1 2/27-3/1



Basin 3 2/27-3/1

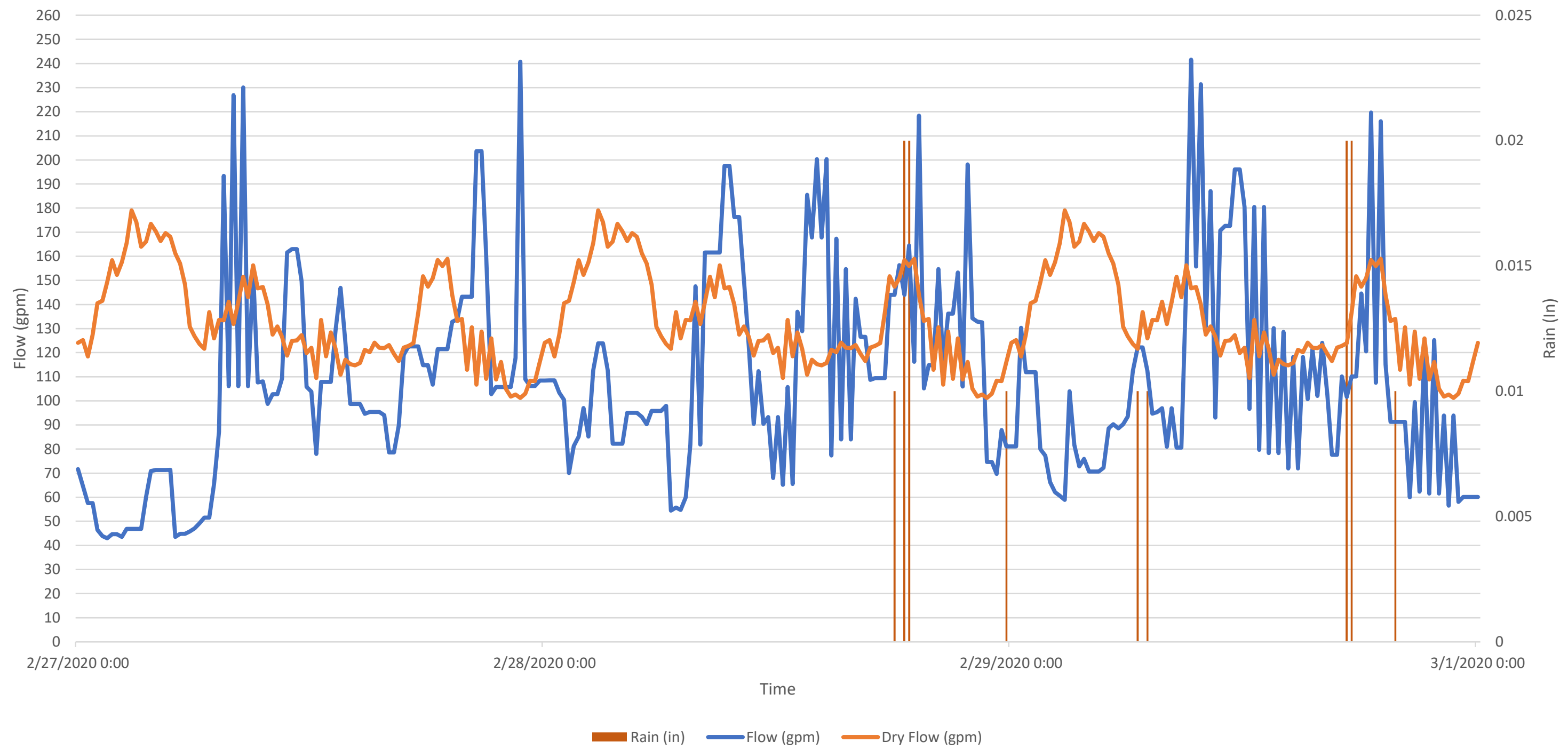


Basin 4 2/27-3/1

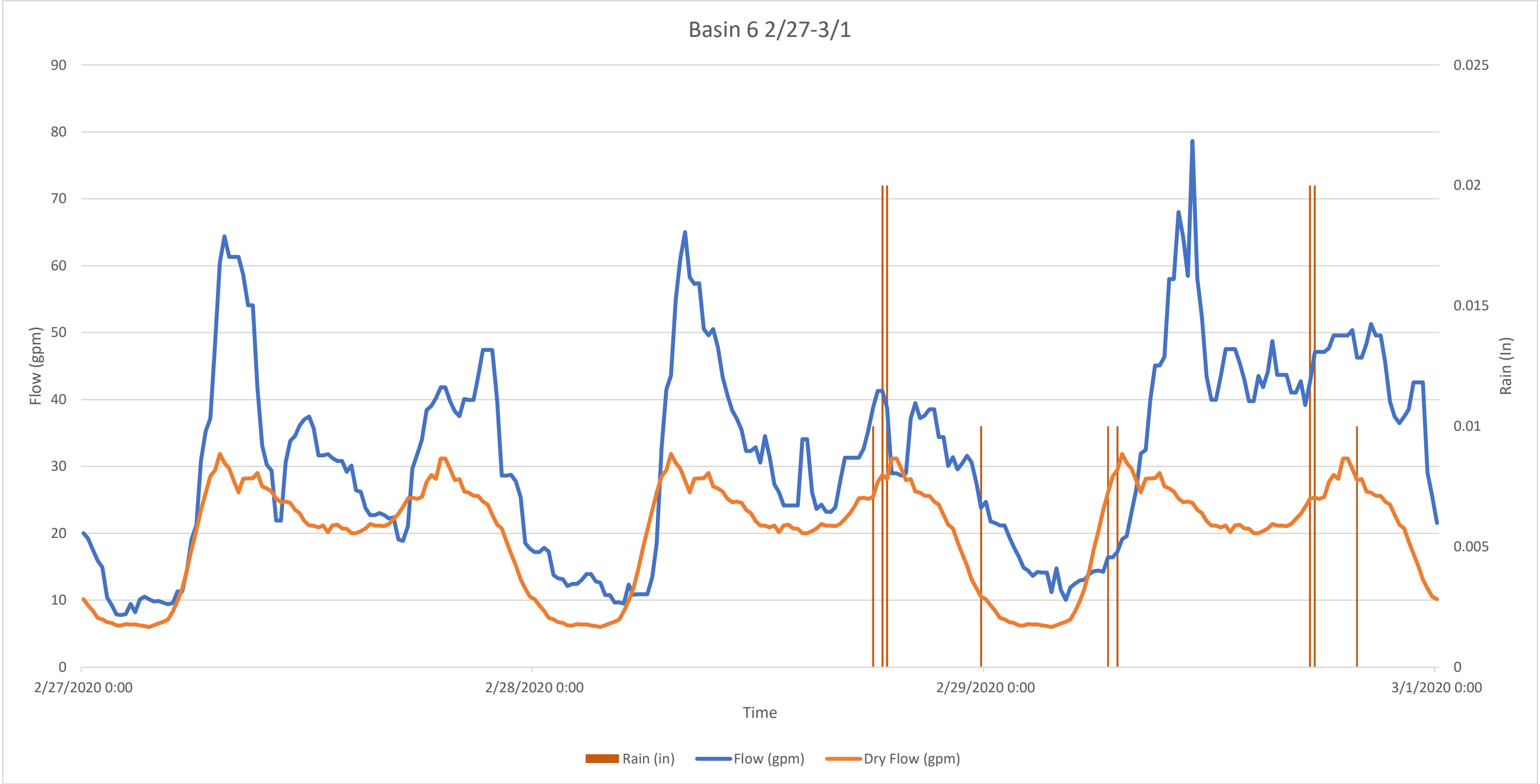




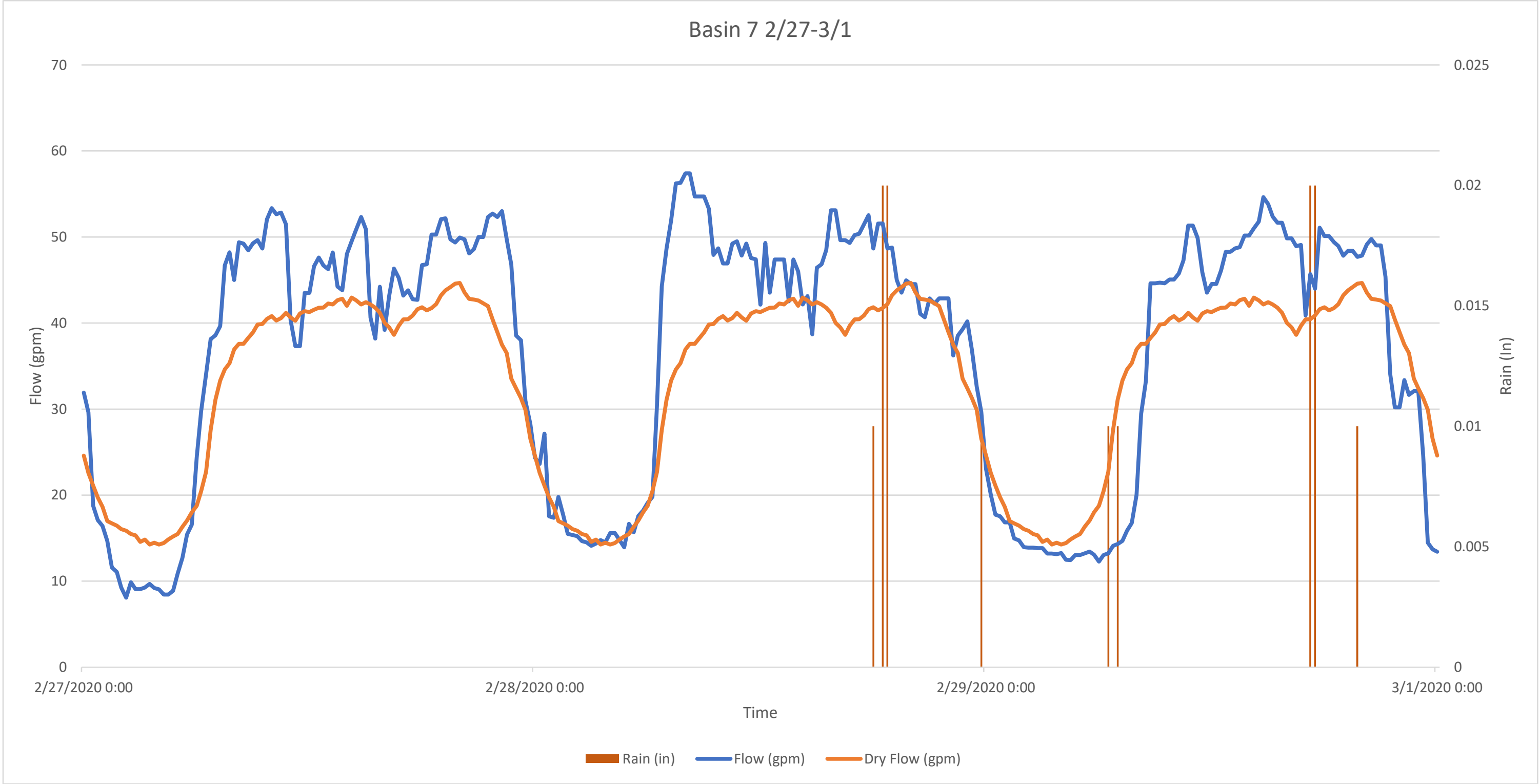
Basin 5 2/27-3/1



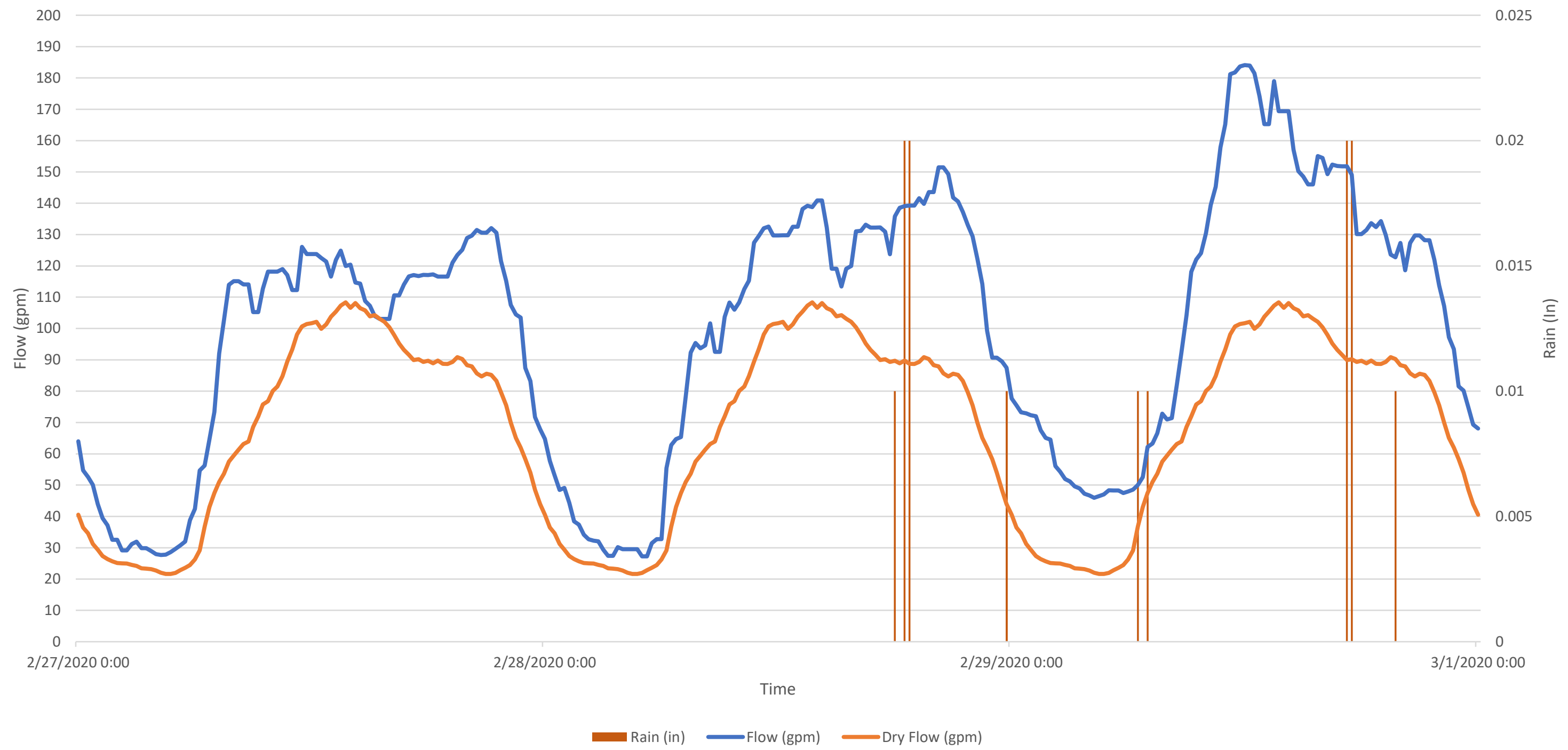
Basin 6 2/27-3/1



Basin 7 2/27-3/1

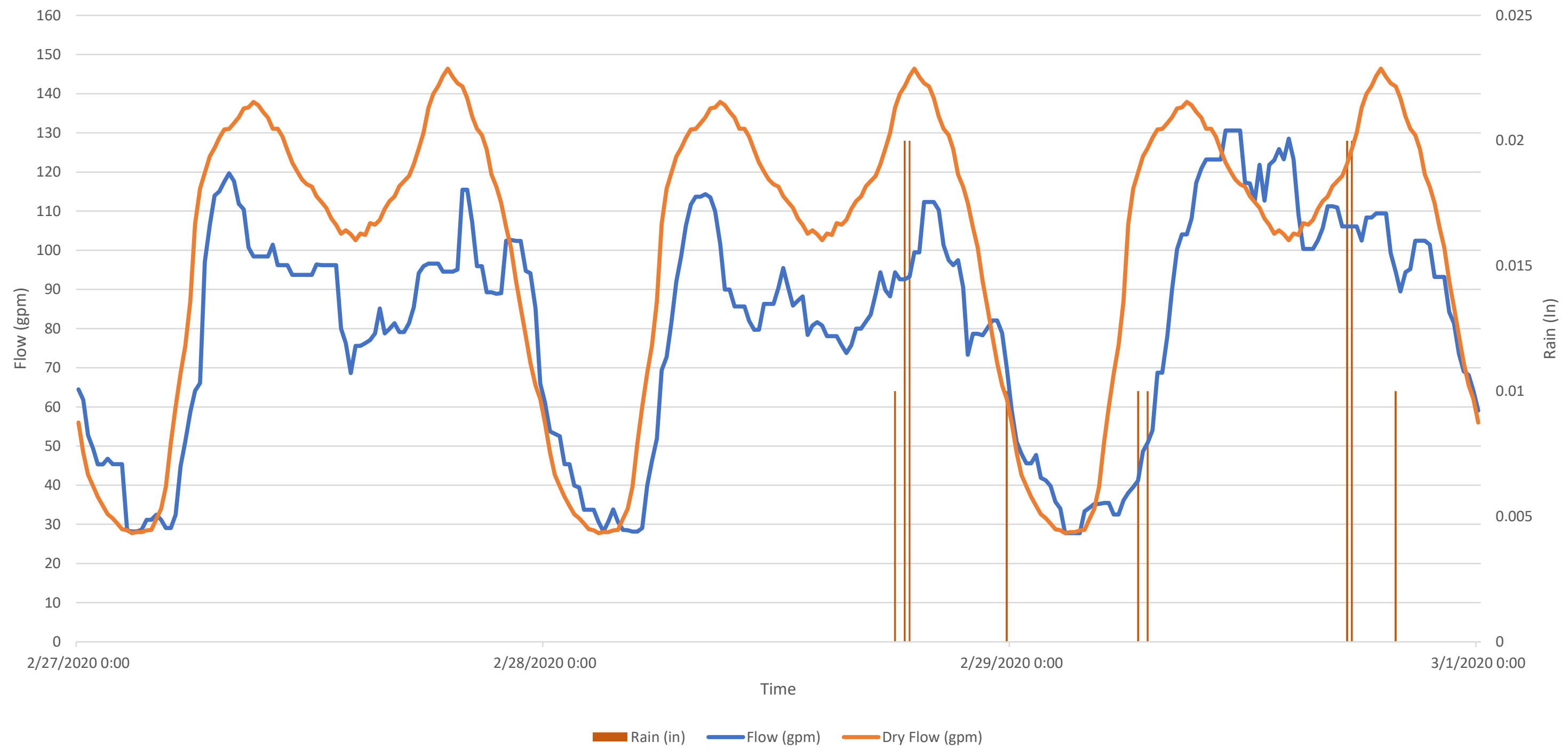


Basin 8 2/27-3/1

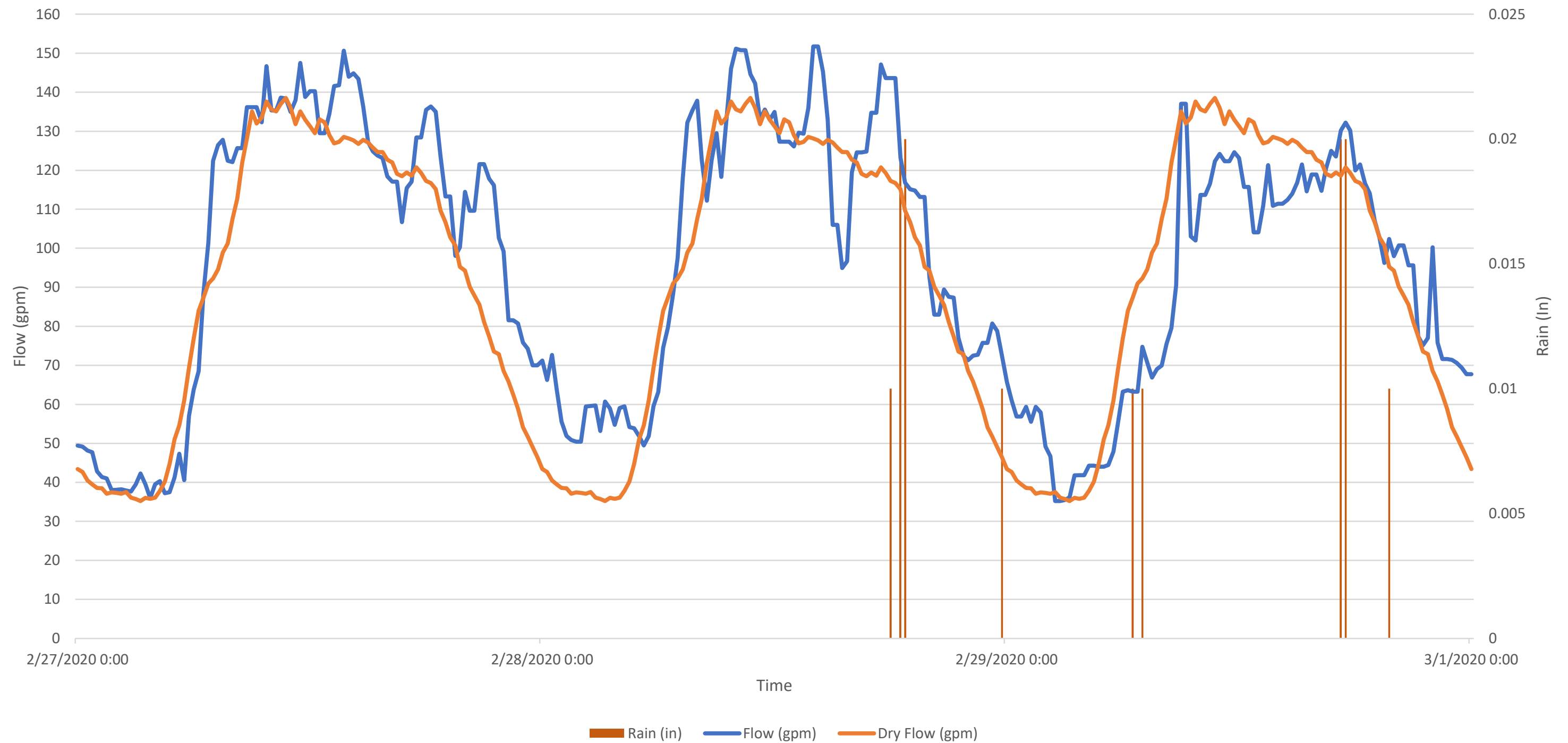




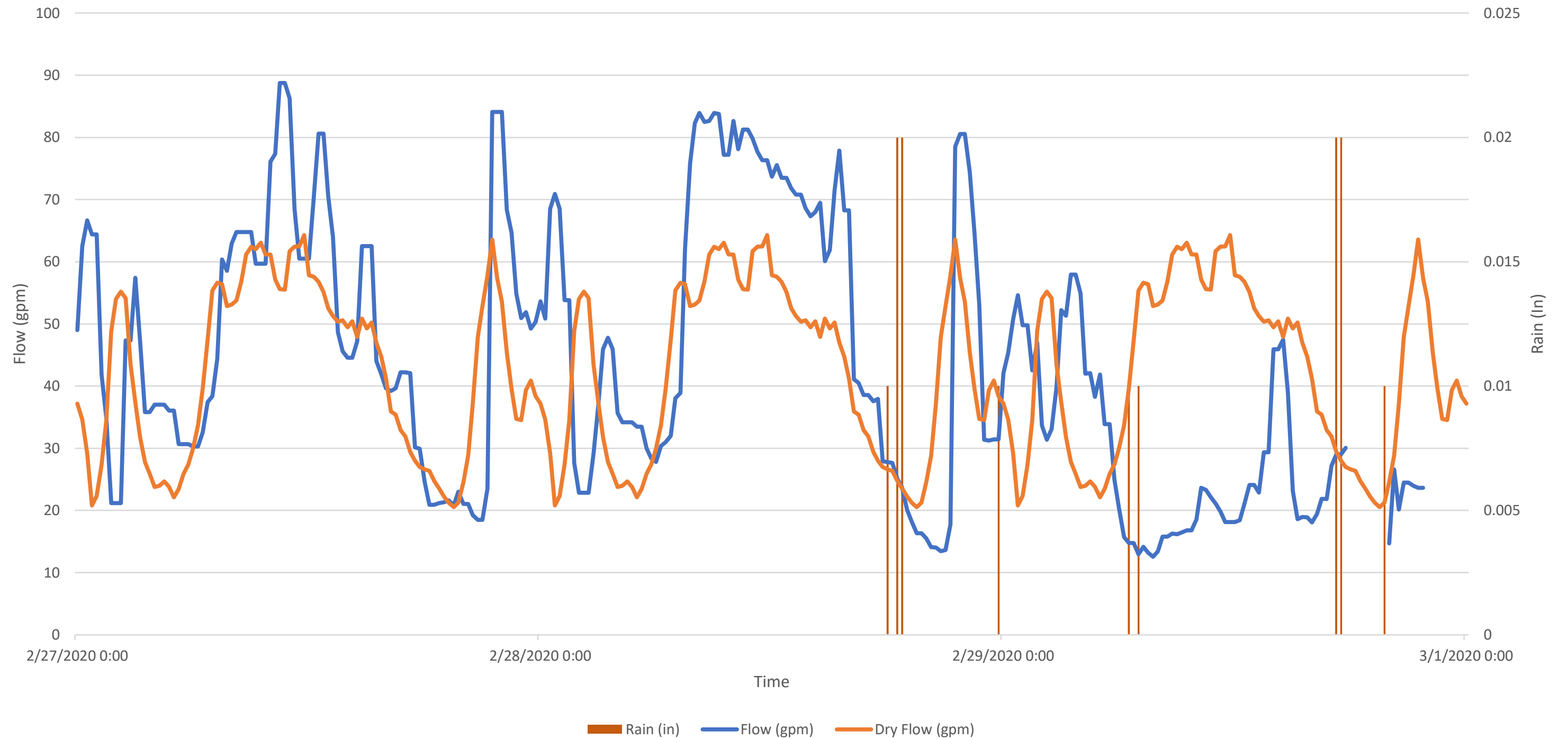
Basin 9 2/27-3/1

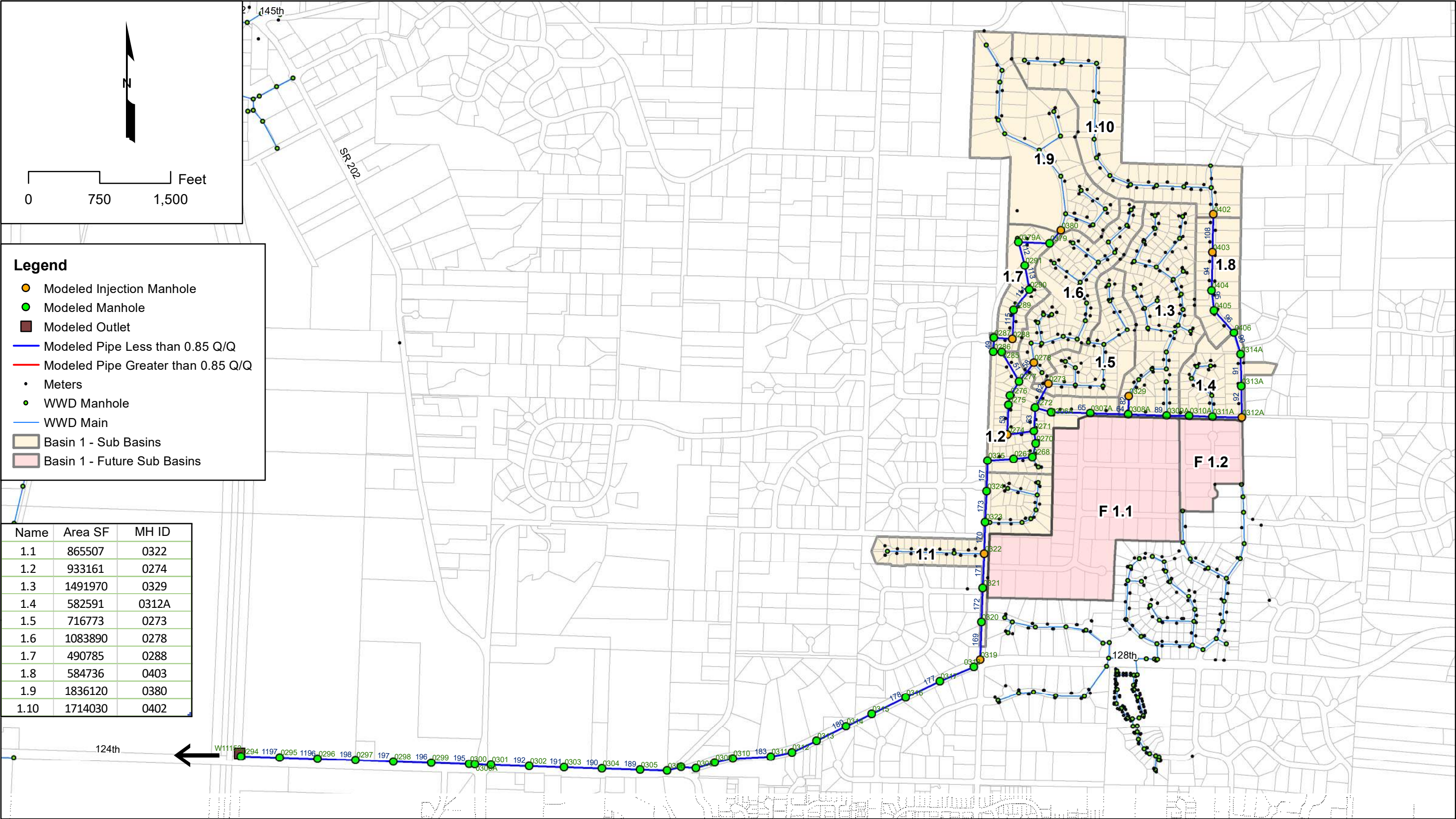


Basin 10 2/27-3/1



Basin 11 2/27-3/1

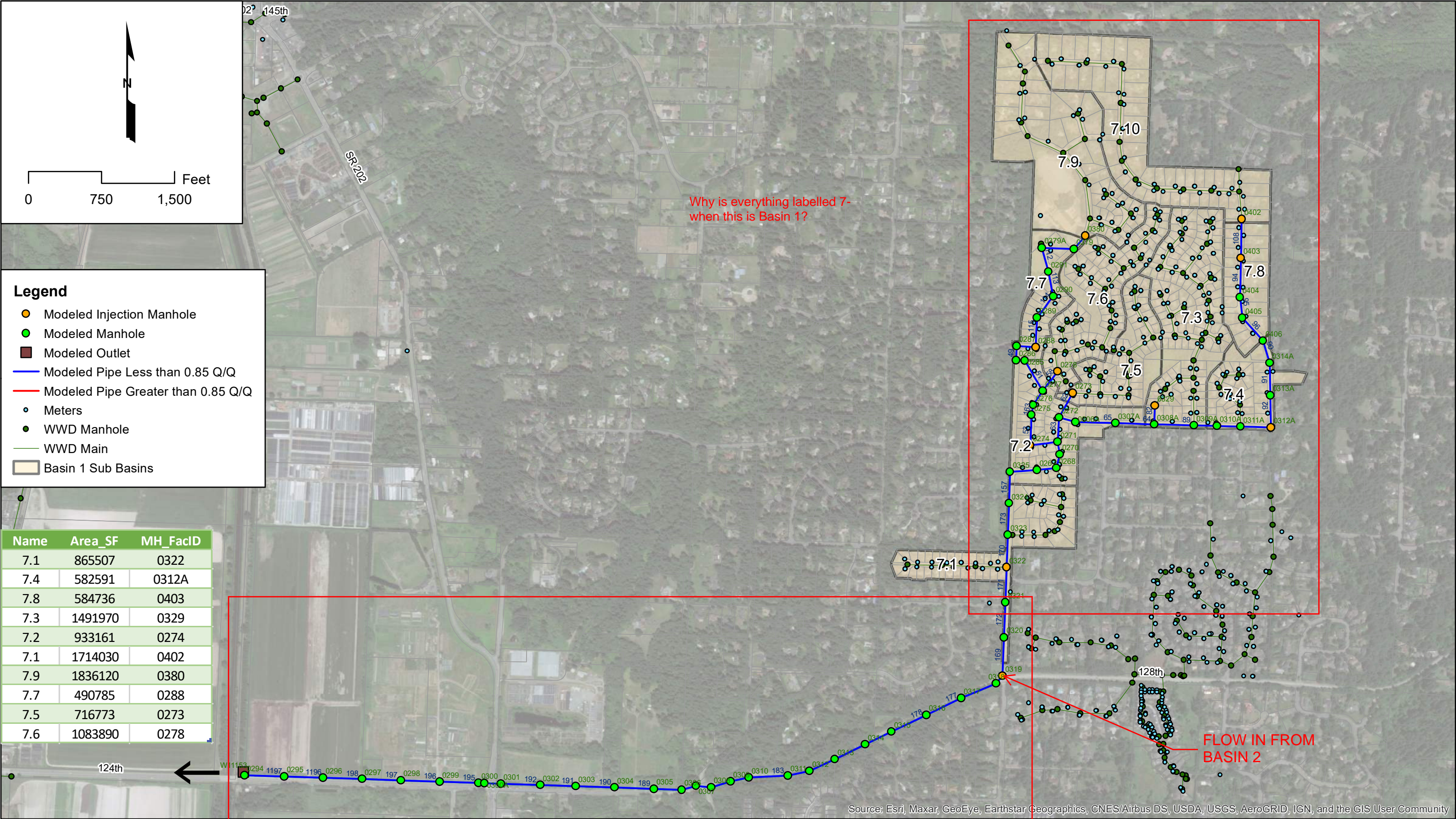




**Basin 1 - Build Out by Zoning**

**FIGURE 5-2.1**





Basin 1 - Build Out by Zoning

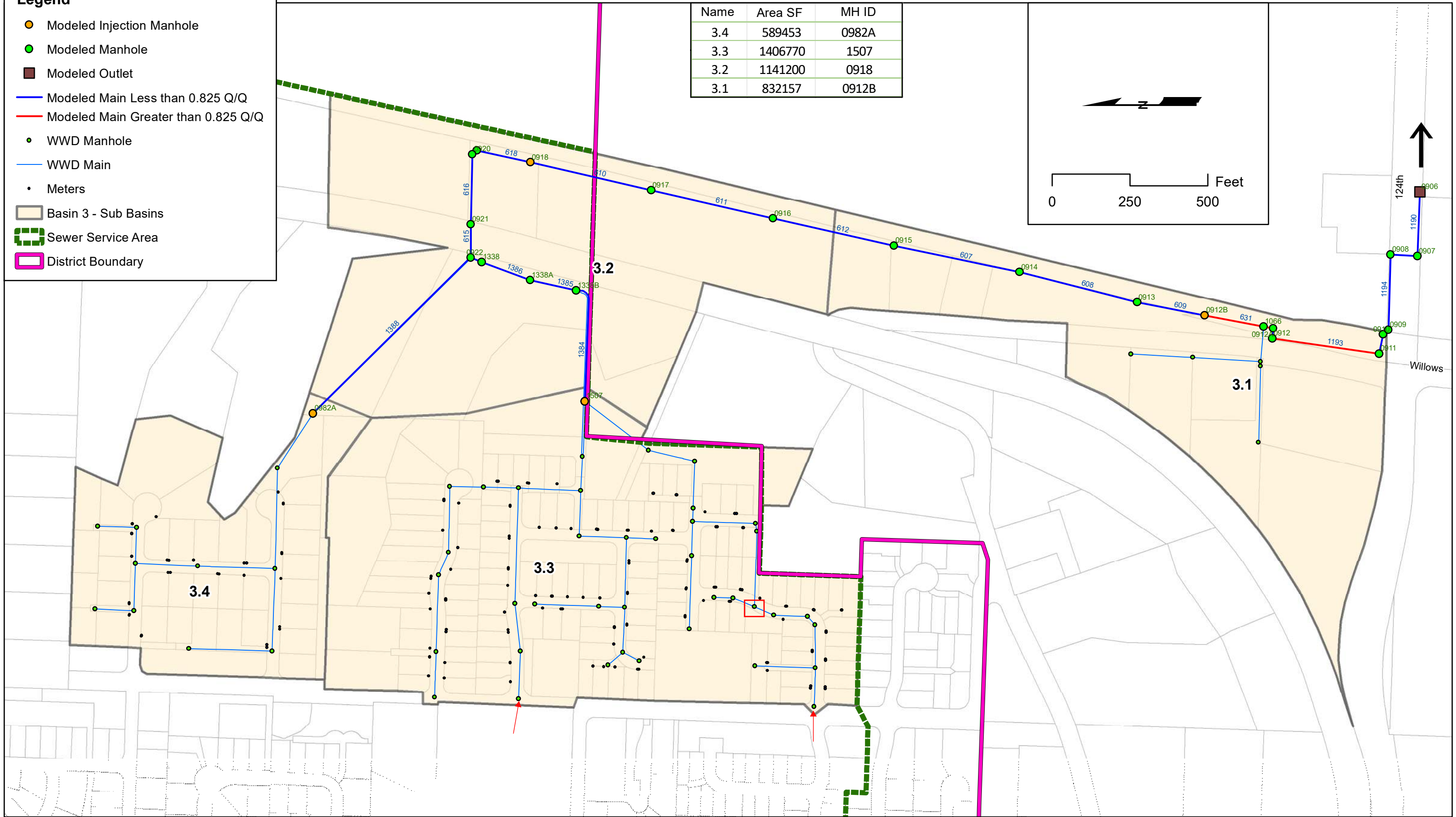
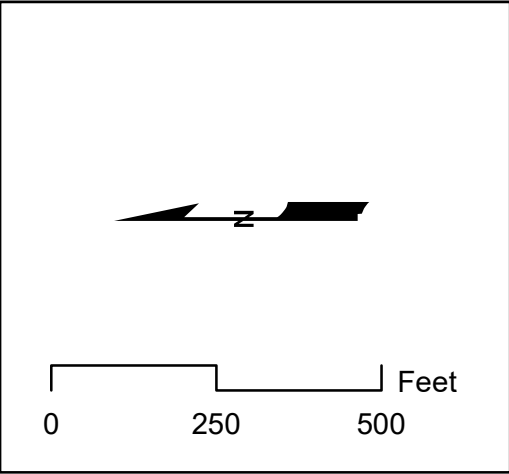
FIGURE 5-2.1



**Legend**

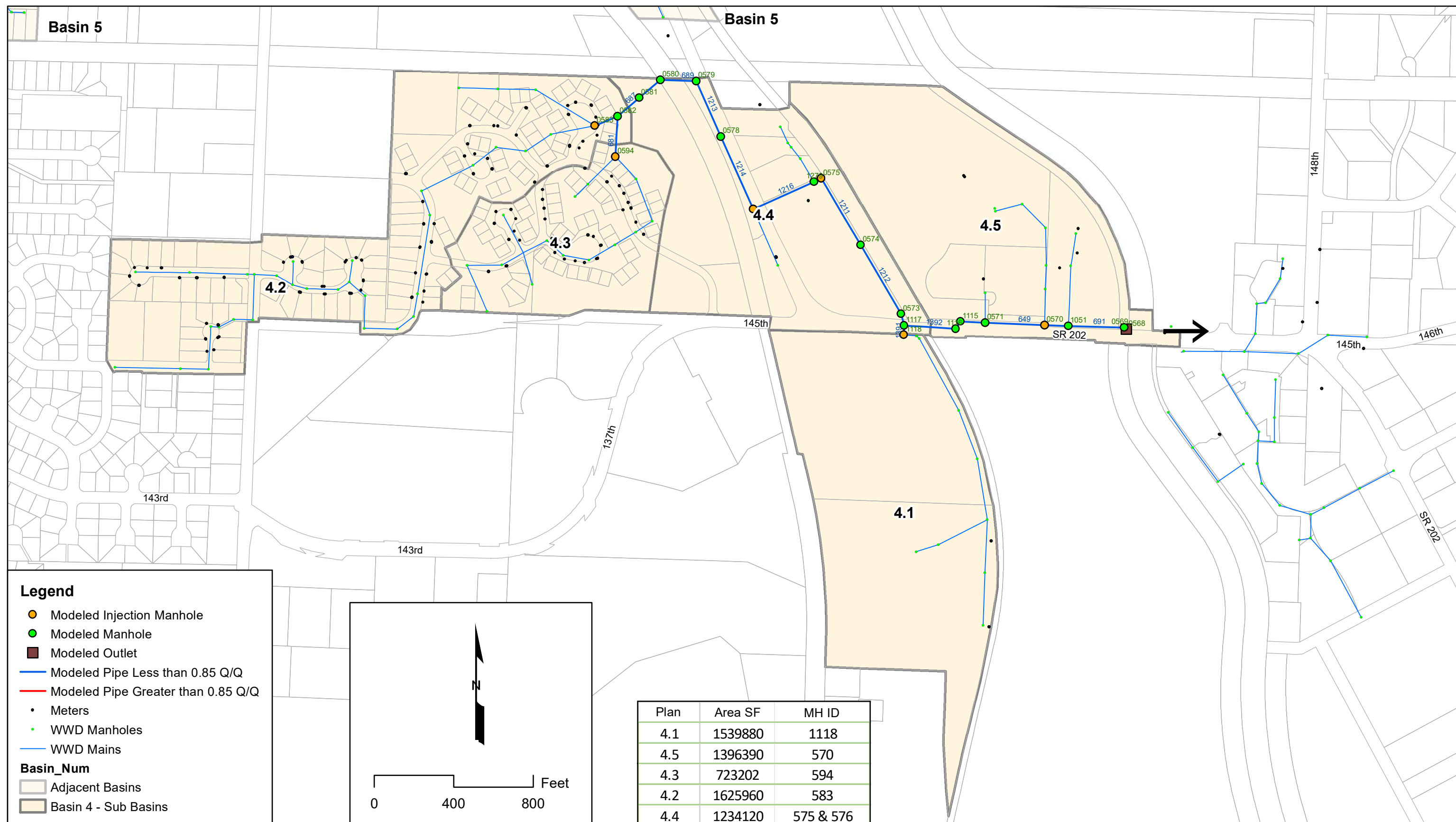
- Modeled Injection Manhole
- Modeled Manhole
- Modeled Outlet
- Modeled Main Less than 0.825 Q/Q
- Modeled Main Greater than 0.825 Q/Q
- WWD Manhole
- WWD Main
- Meters
- Basin 3 - Sub Basins
- Sewer Service Area
- District Boundary

Name	Area SF	MH ID
3.4	589453	0982A
3.3	1406770	1507
3.2	1141200	0918
3.1	832157	0912B



Basin 3 - Build Out by Zoning

FIGURE 5-2.2





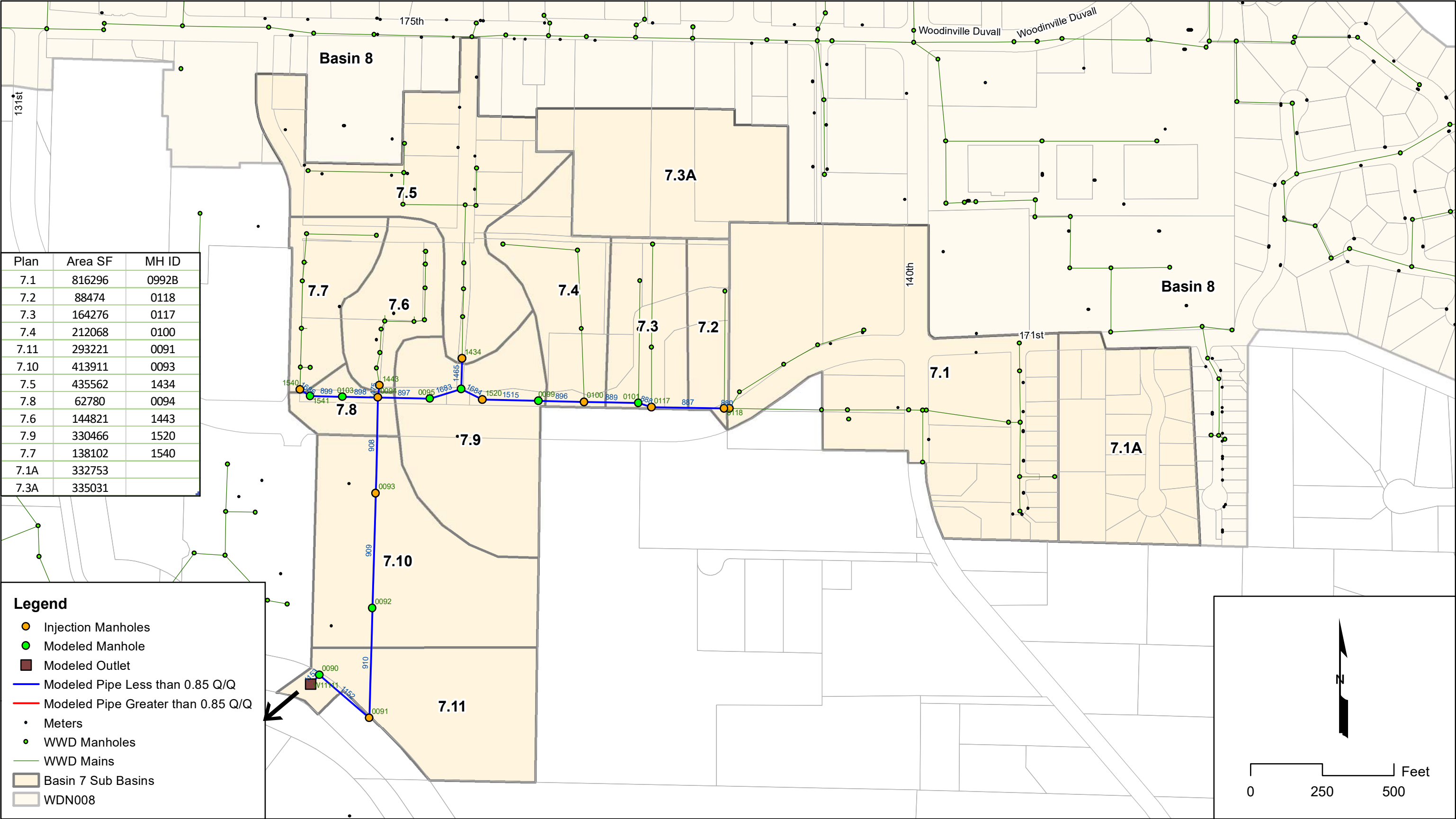


# Basin 5 - Build Out by Zoning

**FIGURE 5-2.4**



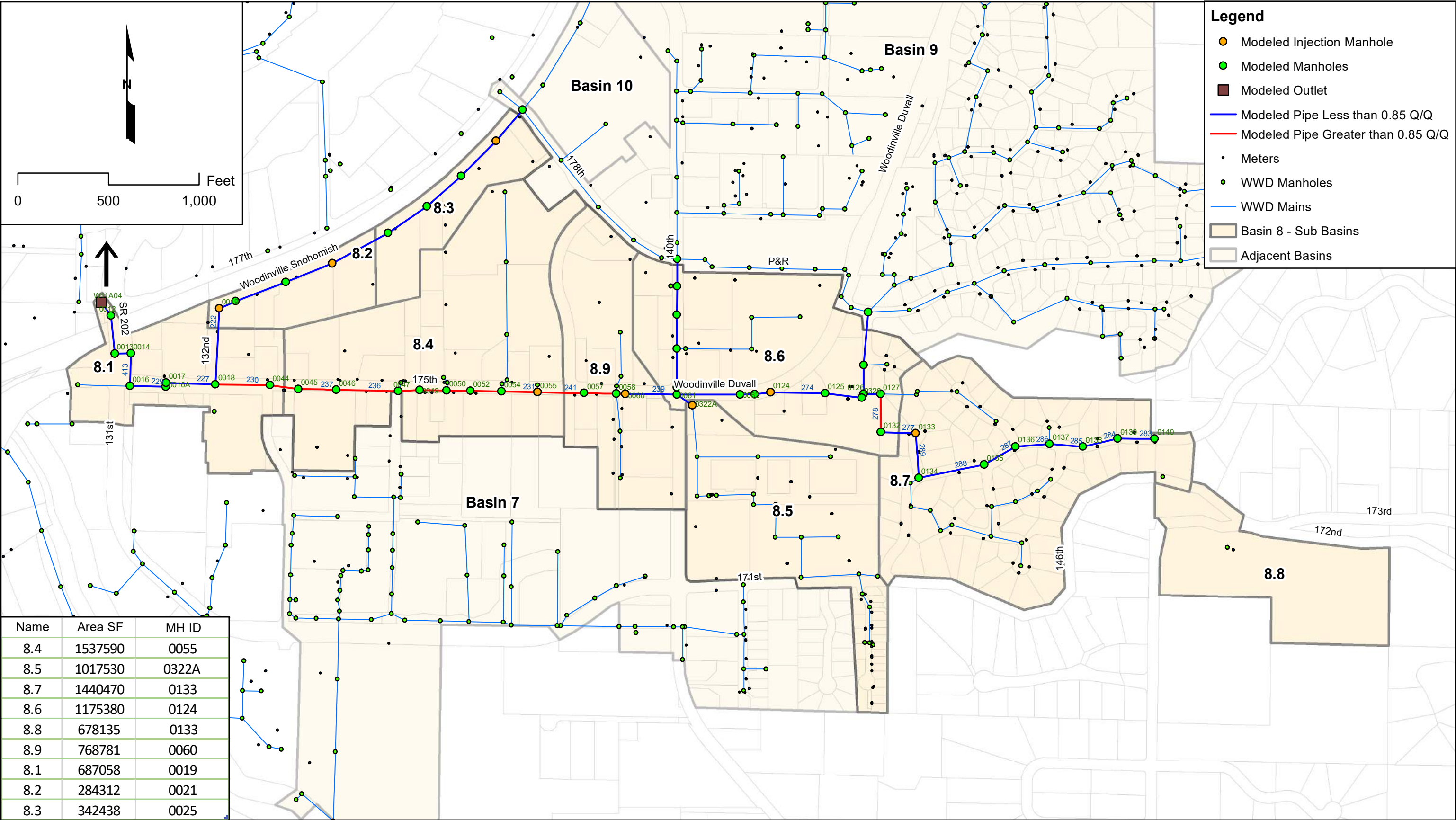




**Basin 4 - Build Out by Zoning**

**FIGURE 5-2.6**

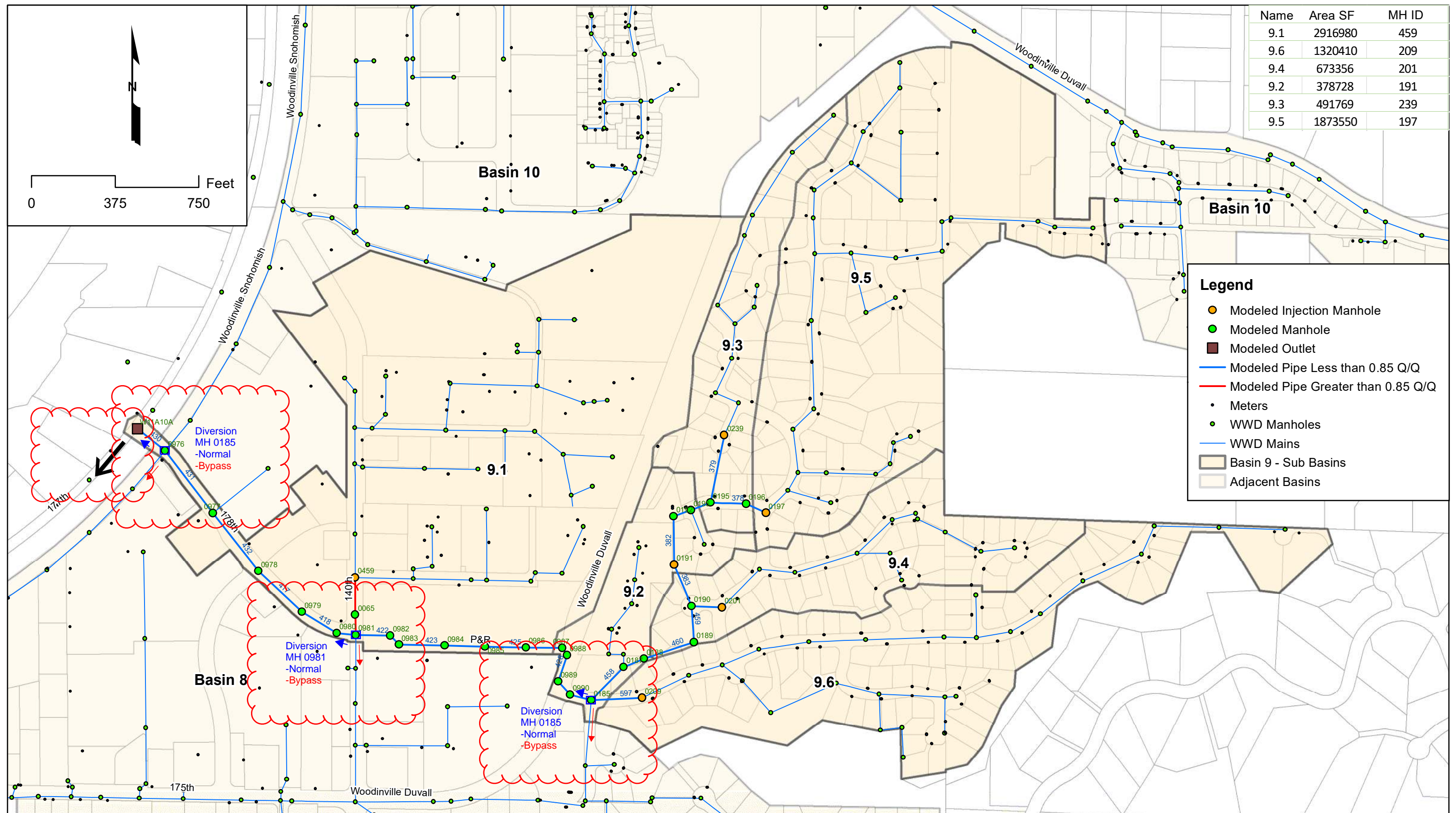




Basin 8 - Build Out by Zoning

FIGURE 5-2.7



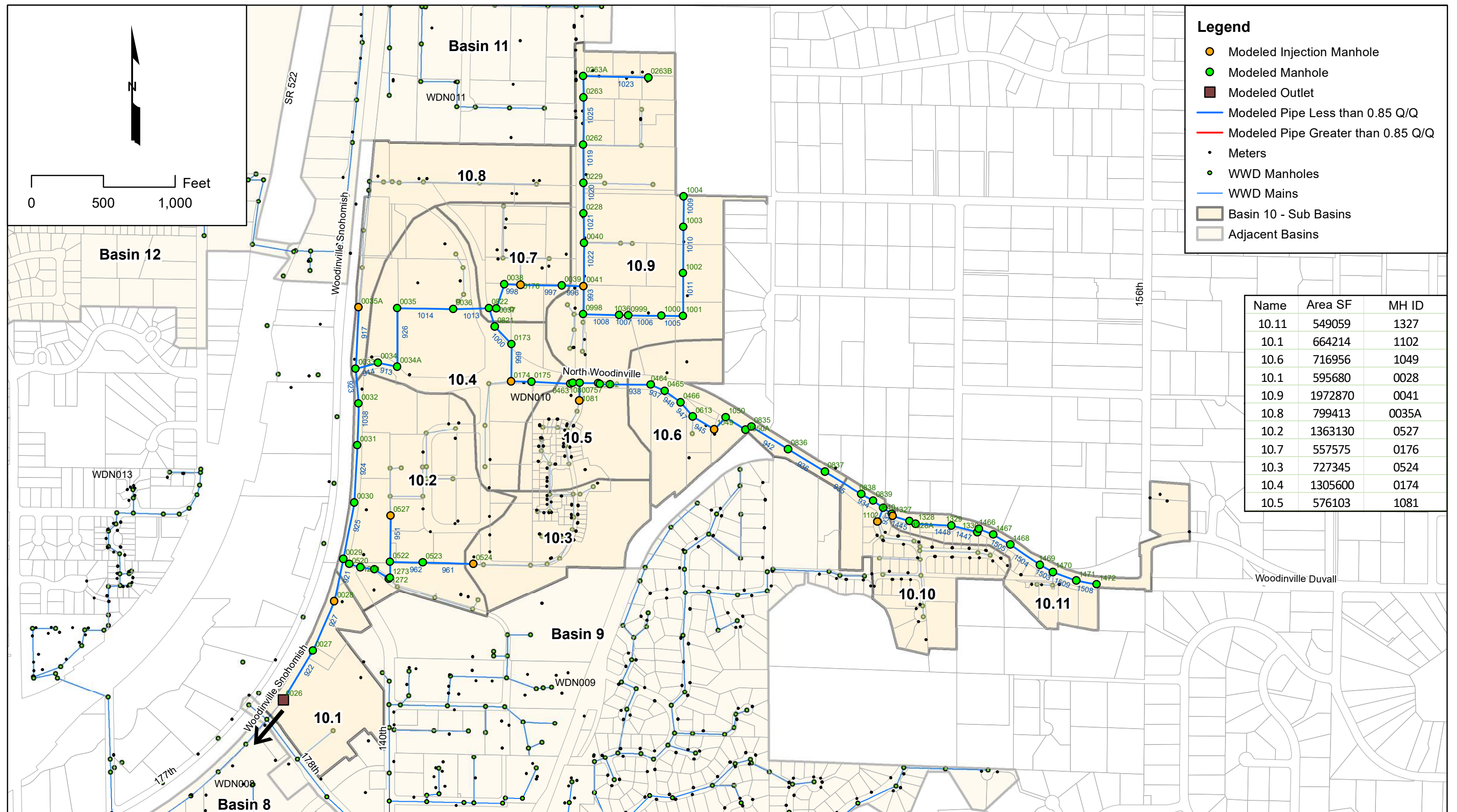


## Basin 9 - Build Out by Zoning

FIGURE 5-2.8

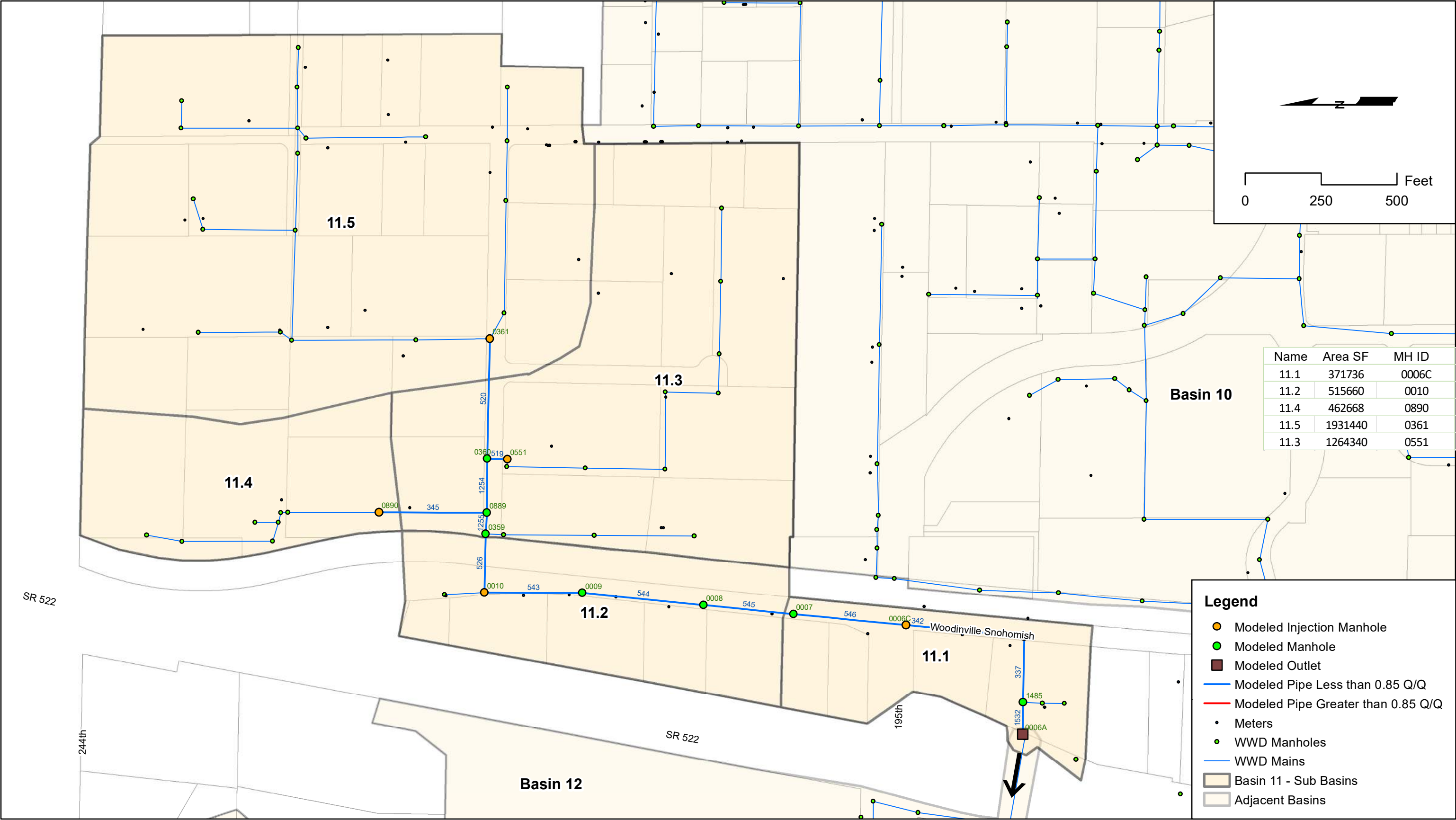
Comprehensive Sewer Plan





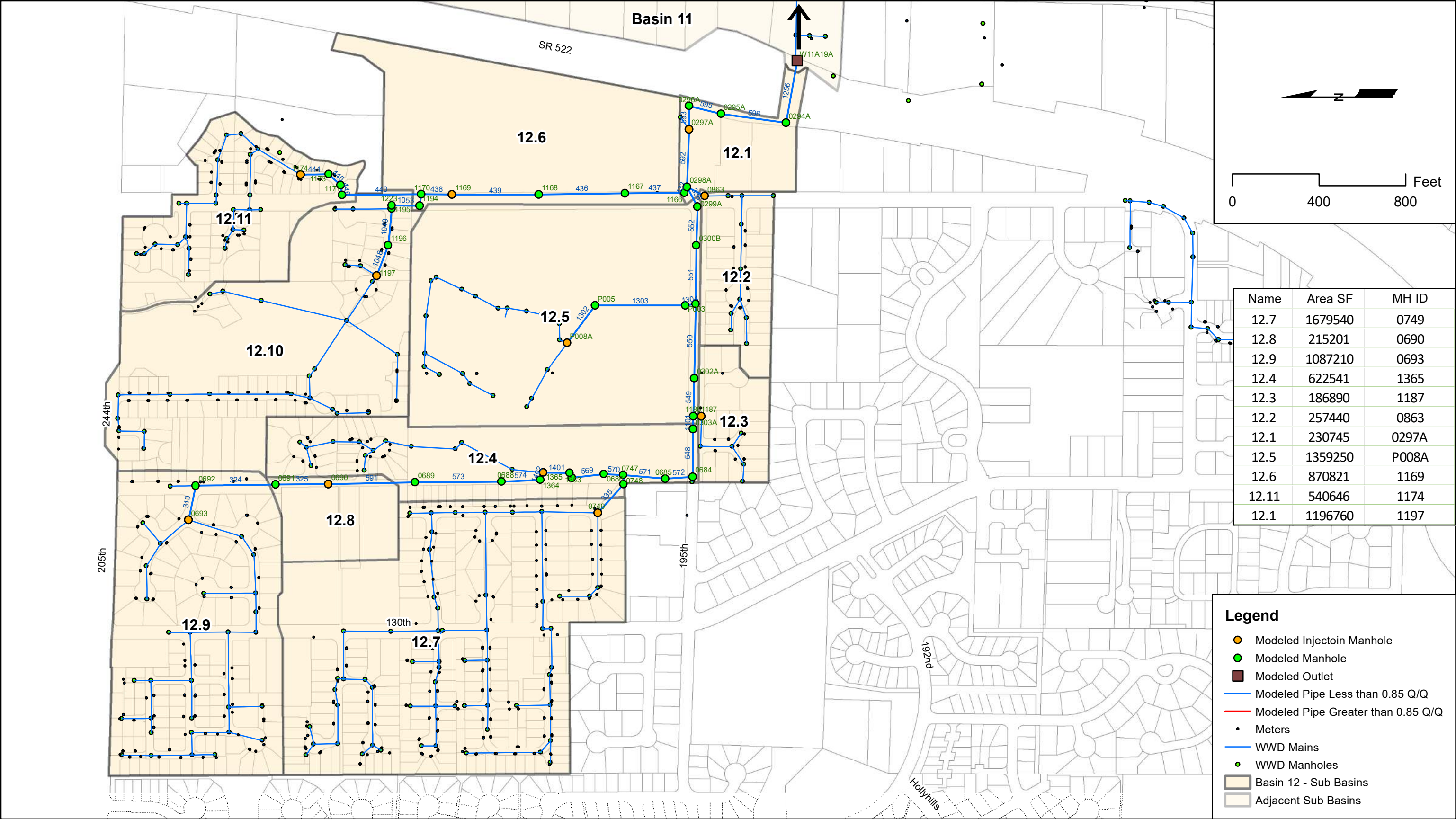
**Basin 10 - Build Out by Zoning**

**FIGURE 5-2.9**



**Basin 11 - Build Out by Zoning**  
**FIGURE 5-2.10**





# Basin 12 - Build Out by Zoning

FIGURE 5-2.11

Comprehensive Sewer Plan

## **Appendix C – SEPA**





# SEPA Record Submittal

My agency records Add a SEPA record Help My account

Resources

Your account is waiting on admin review. You can create records while you wait.  
Once they've approved your account you can access SEPA records created by other people in your agency.

## SEPA record details

Success! The SEPA record was submitted to the admin for review before publishing.

Edit Copy Delete

### Agency information

Agency name:  
Woodinville Water District

Lead agency file number:

Contact name:  
Evan Henke

Phone:  
(425) 586-9750

Email:  
[evan.henke@deainc.com](mailto:evan.henke@deainc.com)

### Project location information

County:  
KING

Region:  
Northwest

Address:  
  
WA

Parcel number:

Coordinates (Lat, Long):

Section/Township/Range:

Other identifying location information:  
Extent covers the Sanitary Service Area for Woodinville Water District, located in north central King County and includes the City of Woodinville and small portions of the adjacent City of Kirkland and City of Bothell.

Update Note:  
As of 5/24/23 - No comments received at Engineer or District.  
EFH

### Project documentation

Proposal type:  
Combination

Related Ecology SEPA numbers:

Applicant name:  
Woodinville Water District

Applicant contact information:

### Important dates

Issued date:  
4/26/2023

Comments due to lead agency:  
5/10/2023

Date submitted to Ecology:  
4/26/2023

Published date:

Contact Person: Christian Hoffman, District Engineer

Phone: (425) 487-4142

Email: [choffman@woodinvillewater.com](mailto:choffman@woodinvillewater.com)

Document type:

DNS

Document sub type:

DNS

Proposal name:

Adoption of General Sewer Plan  
(Comprehensive Sewer Plan)

Proposal description:

The plan describes the current extent of assets and operations of the sewer collection system. The plan evaluates current sewer flows and projects future flows consistent with agency planning forecasts. The plan evaluates existing pipe condition and future flow capacity to identify collection system improvements. The plan presents several sewer main replacements and identifies likely routing for future development driven extensions. The plan presents an overview of key policies and rate factors.

Project website:

SEPA record creator:

SEPA record submitter:

Evan Henke

Attached files

File name	File description
<a href="#">16-Appendix C SEPA Checklist 052922.pdf</a>	
<a href="#">Signed SEPA DNS.pdf</a>	
Files	



## WOODINVILLE WATER DISTRICT

17238 N.E. Woodinville-Duvall Road  
P.O. Box 1390  
Woodinville, Washington 98072-1390  
(425) 487-4100  
FAX (425) 485-6381

**COMMISSIONERS**  
Chuck Clarke  
Aleksandra Kachakov  
Pamela J. Maloney  
Tim Schriever  
Karen Steeb

**GENERAL MANAGER**  
Patrick Sorensen

### *STATE ENVIRONMENTAL POLICY ACT*

### **Determination of Non-Significance** **WAC 197-11-970**

**April 26, 2023**

**Lead agency:**

*Woodinville Water District  
17238 NE Woodinville Duvall Rd  
Woodinville, WA 98072*

**Agency Contact:**

*Contact Person: Christian Hoffman, District Engineer  
Phone: (425) 487-4142  
Email: [choffman@woodinvillewater.com](mailto:choffman@woodinvillewater.com)*

**Agency File Number:** 41600Y

**Description of proposal:**

The proposed action is for Woodinville Water District to adopt a Comprehensive Sewer Plan. The plan evaluates the capacity of existing facilities and identifies recommended improvements within the District.

**Location of proposal:**

The sewer service area of Woodinville Water District is located in north central King County and serves the area around the City of Woodinville, including portions of Redmond, Kirkland, Bothell and unincorporated county area

**Determination:**

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 WAC 197-11-340(2) and the comment period will end fourteen (14) days from the date below.

**Responsible Official:**

*Name: Patrick Sorensen*

*Title: General Manager*

*Address: 17238 NE Woodinville Duvall Rd, Woodinville, WA 98072*

*Phone: (425) 487-4103*

*Email: [psorensen@woodinvillewater.com](mailto:psorensen@woodinvillewater.com)*

Signature



Date

April 26, 2023

**Appeal process:**

Unless modified by the District, this determination will become final following the comment deadline. Any person aggrieved of the District's final determination may file an appeal, along with the appropriate filing fee, within fourteen (14) days of the date of the determination, provided that if there are any state statutory requirements for appeals specified therein, such requirements shall control.



# **SEPA ENVIRONMENTAL CHECKLIST**

**UPDATED 2014**

## ***Purpose of checklist:***

Governmental agencies use this checklist to help determine whether the environmental impacts of your proposal are significant. This information is also helpful to determine if available avoidance, minimization or compensatory mitigation measures will address the probable significant impacts or if an environmental impact statement will be prepared to further analyze the proposal.

## ***Instructions for applicants:*** [\[help\]](#)

This environmental checklist asks you to describe some basic information about your proposal. Please answer each question accurately and carefully, to the best of your knowledge. You may need to consult with an agency specialist or private consultant for some questions. You may use "not applicable" or "does not apply" only when you can explain why it does not apply and not when the answer is unknown. You may also attach or incorporate by reference additional studies reports. Complete and accurate answers to these questions often avoid delays with the SEPA process as well as later in the decision-making process.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will help describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

## ***Instructions for Lead Agencies:***

Please adjust the format of this template as needed. Additional information may be necessary to evaluate the existing environment, all interrelated aspects of the proposal and an analysis of adverse impacts. The checklist is considered the first but not necessarily the only source of information needed to make an adequate threshold determination. Once a threshold determination is made, the lead agency is responsible for the completeness and accuracy of the checklist and other supporting documents.

## ***Use of checklist for nonproject proposals:*** [\[help\]](#)

For nonproject proposals (such as ordinances, regulations, plans and programs), complete the applicable parts of sections A and B plus the [SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS \(part D\)](#). Please completely answer all questions that apply and note that the words "project," "applicant," and "property or site" should be read as "proposal," "proponent," and "affected geographic area," respectively. The lead agency may exclude (for non-projects) questions in Part B - Environmental Elements –that do not contribute meaningfully to the analysis of the proposal.

## **A. Background** [\[help\]](#)

1. Name of proposed project, if applicable: [\[help\]](#)

**Woodinville Water District 2022 General Sewer Plan**

2. Name of applicant: [\[help\]](#)

**Woodinville Water District**

3. Address and phone number of applicant and contact person: [\[help\]](#)

**17238 NE Woodinville-Duval Road  
PO Box 1390  
Woodinville, WA 98072-1390  
Attn: Ken McDowell, District Engineer  
425-487-4104**

4. Date checklist prepared: [\[help\]](#)

**April 12, 2022**

5. Agency requesting checklist: [\[help\]](#)

**Woodinville Water District**

6. Proposed timing or schedule (including phasing, if applicable): [\[help\]](#)

**Adoption of Comprehensive Sewer System Plan, 2022**

7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain. [\[help\]](#)

**Maps are included show conceptually how sewers will be extended throughout the Urban Growth Area where right-of-ways exist. Some larger parcels will eventually be subdivided in ways that can not be foreseen and will require additional sewer extensions. Topography generally indicates the direction sewer service will take for these parcels; however, these routes and alignments for these extensions have not been provided and will await specific plans from the property developers.**

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal. [\[help\]](#)

**None known at this time.**

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain. [\[help\]](#)

**No.**

10. List any government approvals or permits that will be needed for your proposal, if known. [\[help\]](#)

**King County  
City of Woodinville  
City of Bothell  
City of Redmond  
Northshore Utility District**

11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.) [\[help\]](#)

**The General Sewer Plan provides a description of the existing Woodinville Water District sewer system serving about 3,700 customers within the Urban Growth Area (UGA) contained inside the water service area for the District. The system includes about 55 miles of sewer mains ranging from 8 to 21-inches in diameter. There are three existing sewage lift stations owned and operated by the District and three siphons. Three of the existing manholes include bypasses that allow high wastewater flows to be diverted into other sewer trunks if conditions warrant. No overflows are known to have occurred in recent years excepted on rare occasions when a sewer became plugged by roots, grease, or debris. All wastewater collected within the Urban Growth Area is delivered through 13 connections to the King County Wastewater Division sewer interception system for treatment and disposal.**

**The General Sewer Plan identifies improvements to the sewer system as several condition based repair/replacement projects, several pipe upsizing projects to provide increased flow capacity for projected future flows. Mapping is provided to conceptually indicate how sewers will be extended in existing right-of-ways to eventually serve all parcels within the UGA. These sewer extensions will occur and be built by the developers as their needs and interests materialize.**

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist. [\[help\]](#)

**The Woodinville Water District is located in northern King County, generally from about NE 124th Street north to the County boundary, and from about 120th Avenue NE east to about 240th Avenue NE. However, the Urban Growth Area where sewer service is allowed is limited to the western part of this District, and only part of this area is currently served..**

## **B. ENVIRONMENTAL ELEMENTS** [\[help\]](#)

### **Earth**

a. General description of the site [\[help\]](#)  
(circle one): **Flat, rolling, hilly**, steep slopes, mountainous,  
other \_\_\_\_\_

b. What is the steepest slope on the site (approximate percent slope)? [\[help\]](#)

**Approximately 50%**

c. What general types of soils are found on the site (for example, clay, sand, gravel, peat,

muck)? If you know the classification of agricultural soils, specify them and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils. [\[help\]](#)

**The Alderwood Association  
The Everett Association  
The Puget-Earlmount-Snohomish Association**

d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe. [\[help\]](#)

**Some smaller slides are known to have occurred in past years related to saturated slopes.**

e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill. [\[help\]](#)

**Sewer line trenches will be excavated and backfilled as much as possible with native material. Agency may require imported backfill depending on condition and type of native soil. Bedding and backfill will come from local suppliers. Proposed improvements will occur within existing sewer alignments, generally by pipe lining, pipe bursting, or horizontal directional drilling without significant excavation.**

f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe. [\[help\]](#)

**Erosion during construction is possible but should be minimal. Construction erosion requirements will be imposed. Construction will typically take place in the public right-of-way, minimizing or eliminating the need for additional clearing. Implementing best management practices such as those contained in the Stormwater Management Manual for Western Washington will minimize erosion during construction.**

g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)? [\[help\]](#)

**No plans to cover water or sewer lines with impervious surfaces other than those existing in the right-of-way. These include asphalt and concrete road surfaces. Addition of impervious surfaces would be necessary with pump stations.**

h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any: [\[help\]](#)

**The construction documents will require the Contractor to utilize erosion/sedimentation control measures to prevent erosion by covering erodible embankments, hydroseeding, filter fabric and straw bale filters and other measures as necessary to meet local and state requirements. The Contractor will be required to schedule operations such that the excavation, embankment and restoration work proceeds commensurate with his ability to complete restoration, mulching, seeding, and other erosion control measures immediately following disturbance of the earth. Implementing best management practices such as those contained in the Stormwater Management Manual for Western Washington will minimize erosion during construction.**

## **2. Air**

a. What types of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known. [\[help\]](#)



**Normal dust and machinery emissions during construction; no emissions after construction. The Contractor will be required to limit emissions as required by the appropriate regulatory agencies and to control dust emissions so as not to damage property or vegetation or create a nuisance for the public.**

b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe. [\[help\]](#)

**None.**

c. Proposed measures to reduce or control emissions or other impacts to air, if any: [\[help\]](#)

**Contractor will be required to control dust during construction via sweeping and washing.**

### **3. Water**

a. Surface Water: [\[help\]](#)

- 1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into. [\[help\]](#)

**The dominant stream is the Sammamish River. It has two principal tributaries within the District: Little Bear Creek and Woodinville Creek. There are three notable lakes within the District but outside the Urban Growth Area: Cottage Lake, Paradise Lake and Welcome Lake. Lake Leota is within the UGA, though the Lake vicinity is not presently served with sewers.**

- 2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans. [\[help\]](#)

**Individual projects will be designed and constructed in compliance with all applicable local, State and Federal requirements. Some projects will require construction within 200 feet of said waters and will be subject to the appropriate shoreline permits.**

- 3) Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material. [\[help\]](#)

**Generally, all areas impacted by construction will be restored to original contours. Construction, if open excavation is required, will consist of excavation of sewer line trench (average 9' deep, 1-2/3 CY per foot of trench) and installation of pipe and backfill with native materials. If required by County due to poor materials and close proximity to or location within roadway, backfill gravel will replace native material in about 2/3 of the trench cross-section (1/3 to 1 CY per foot of trench). Backfill gravel would come from local materials yards.**

- 4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known. [\[help\]](#)

**No.**

- 5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan. [\[help\]](#)

**100-year floodplain areas identified by F.E.M.A. within the District include the areas adjacent to Sammamish River.**

- 6) Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge. [\[help\]](#)

**No.**

b. Ground Water:

- 1) Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known. [\[help\]](#)

**There is no plan to discharge water to groundwater. Trench dewatering may be required during some of the construction segments and is typically discharged to local storm facilities or to the sewer system.**

- 2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals. . . ; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve. [\[help\]](#)

**None. The repair or extension of the sewer main will reduce the potential for sewage to enter the groundwater.**

c. Water runoff (including stormwater):

- 1) Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe. [\[help\]](#)

**The finished projects will not result in an appreciable amount of impervious area, with the exception of additional crushed rock surfacing on existing roadway shoulders as may be required by the County. Current drainage patterns will not be altered by the finished projects.**

**Storm water runoff impacting the construction zone will be intercepted for sedimentation control prior to release of its normal outfall.**

**The construction documents will require the contractor to utilize sedimentation control facilities per the specifications and local/state requirements to ensure that sediment-laden water does not enter the natural drainage system.**

- 2) Could waste materials enter ground or surface waters? If so, generally describe. [\[help\]](#)

**No. There are no waste materials to be generated in conjunction with this proposal.**

- 3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe.

**No.**

d. Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any:

**Erosion/sedimentation control facilities will be required as discussed in response to 3.c.1 above.**

#### 4. Plants [\[help\]](#)

Check the types of vegetation found on the site: [\[help\]](#)

- ☒ deciduous tree: alder, maple, aspen, other  
☒ evergreen tree: fir, cedar, pine, other  
☒ shrubs  
☒ grass  
☒ pasture  
☐ crop or grain  
☐ Orchards, vineyards or other permanent crops  
☒ wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other  
☐ water plants: water lily, eelgrass, milfoil, other  
☐ other types of vegetation

b. What kind and amount of vegetation will be removed or altered? [\[help\]](#)

**Low-growing vegetation such as grasses, forbs and small shrubs and trees along the roadside shoulders may be directly affected by excavation within existing road rights-of-way. Cut trees will be replaced with native plant nursery stock, and the road shoulder/ditch area will be reseeded with native grasses and forbs.**

c. List threatened and endangered species known to be on or near the site. [\[help\]](#)

**None.**

d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any: [\[help\]](#)

**Avoidance: The following measures may be incorporated into the construction plans to avoid impacts to existing plant communities and other wildlife habitat features.**

- **The project will be planned to limit construction impact to within existing road rights-of-way and limit excavation to road shoulders where feasible.**
- **Large trees and native plants of significance will be flagged and avoided where feasible.**

**Reduction of Unavoidable Impacts: The following measures will be incorporated into the**

construction plans to reduce unavoidable impacts to existing plant communities and other wildlife habitat features.

- Vegetation will be cleared, where needed, or laid-over rather than graded.
- Top soil from the trench will be stockpiled separately for short periods of time and replaced above the subsoil fill. This approach will allow for the survival of plant regenerative parts (roots, stems, rhizomes and seeds) present in the existing topsoil.
- Silt fences and hay bales will be placed in areas of steep slope to avoid erosion and sedimentation of wetland plant communities.

**Compensatory Mitigation Measures:** The following measures will be incorporated into the construction plans to compensate for unavoidable impacts to existing plant communities and other wildlife habitat features.

- Large woody debris will be left on-site as nurse logs and wildlife habitat features.
- Disturbed areas will be hydroseeded with a seed mixture containing native grasses and forbs.
- Native plant tree and shrub nursery stock will be planted to compensate for unavoidable loss of larger trees and portions of native plant communities.

e. List all noxious weeds and invasive species known to be on or near the site.

**Knotweed, spotted knapweed, tansy ragwort, cordgrass**

## 5. Animals

a. List any birds and other animals which have been observed on or near the site or are known to be on or near the site. Examples include: [\[help\]](#)

birds: hawk, heron, eagle, songbirds, other:  
mammals: deer, bear, elk, beaver, other:  
fish: bass, salmon, trout, herring, shellfish, other \_\_\_\_\_

b. List any threatened and endangered species known to be on or near the site. [\[help\]](#)

**The Bald Eagle and Peregrine Falcon may be present in the vicinity of the project.**

c. Is the site part of a migration route? If so, explain. [\[help\]](#)

**The systems lie within the north-south migration route of birds along the Pacific coastline. The area is not part of a migration route for large mammals. Salmon utilize the local waterways.**

d. Proposed measures to preserve or enhance wildlife, if any: [\[help\]](#)

**None.**

e. List any invasive animal species known to be on or near the site.

**None known.**



## 6. Energy and natural resources

a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc. [\[help\]](#)

**The majority of the sewer collection system consists of gravity piping. Electrical energy will be necessary for lift stations pumping of wastewater. Diesel fuel will be necessary for operation of standby generators.**

b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe. [\[help\]](#)

**No.**

c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any: [\[help\]](#)

**None.**

## 7. Environmental health

a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste that could occur as a result of this proposal? If so, describe. [\[help\]](#)

**Main risk would occur during construction from machinery and construction practices. This could include spills of small amounts of oil and gas because of improper filling and/or machinery failures.**

- 1) Describe any known or possible contamination at the site from present or past uses.

**None known.**

- 2) Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity.

**None known, other than local natural gas pipelines.**

- 3) Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project.

**Diesel fuel for standby power generators and up to 55 gallons of polymer for settling enhancement as needed.**

- 4) Describe special emergency services that might be required.

**Spill clean-up services during construction.**

- 5) Proposed measures to reduce or control environmental health hazards, if any:

**Standby generators for continued operation of equipment. Contractors are required to have periodic safety meetings and comply with W.I.S.H.A.**

**b. Noise**

- 1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)? [\[help\]](#)

**None.**

- 2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site. [\[help\]](#)

**Equipment noise during construction of projects. Periodic testing and operation of standby generators during power outages will generate noise for short periods of time.**

- 3) Proposed measures to reduce or control noise impacts, if any: [\[help\]](#)

**Noise levels and work hours will be regulated by King County and the City of Woodinville.**

**8. Land and shoreline use**

- a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe. [\[help\]](#)

**The developed area is primarily residential with a supporting amount of business-commercial. The comprehensive plans are intended to support provision of reliable and adequate sewer service for current and future development.**

- b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use? [\[help\]](#)

**Portions of the service areas have been used for agriculture in the past (mostly small farms). All land in the sewer service areas are zoned for urban development. No resource-zoned lands are included.**

- 1) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how:

**No.**

- c. Describe any structures on the site. [\[help\]](#)

**Typically the "site" is within public right-of-way, free of structures. Existing District structures include the mnholes, lift stations, siphons and the District Office.**

- d. Will any structures be demolished? If so, what? [\[help\]](#)

**No.**

e. What is the current zoning classification of the site? [\[help\]](#)

**Zoning within the UGA is mixed as shown on the zoning maps included within the General Sewer Plan.**

f. What is the current comprehensive plan designation of the site? [\[help\]](#)

**The Urban Growth Area is designated by King County.**

g. If applicable, what is the current shoreline master program designation of the site? [\[help\]](#)

**N/A**

h. Has any part of the site been classified as a critical area by the city or county? If so, specify. [\[help\]](#)

**Areas along the streams and lakes are so designated, particularly regarding habitat areas. The steeper slopes are also listed for potential slides..**

i. Approximately how many people would reside or work in the completed project? [\[help\]](#)

**Based on current connection count of 3,700 and a county wide average of 2.3 people per housing unit (connection), the population served by the sewer system is in the range of 8500.**

j. Approximately how many people would the completed project displace? [\[help\]](#)

**None.**

k. Proposed measures to avoid or reduce displacement impacts, if any: [\[help\]](#)

**None.**

L. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any: [\[help\]](#)

**Review and approval by King County and the City of Woodinville.**

m. Proposed measures to ensure the proposal is compatible with nearby agricultural and forest lands of long-term commercial significance, if any:

**Not applicable.**

## **9. Housing**

a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing. [\[help\]](#)

**None.**

b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing. [\[help\]](#)

**None.**

c. Proposed measures to reduce or control housing impacts, if any: [\[help\]](#)

**None.**

#### 10. Aesthetics

a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed? [\[help\]](#)

**All identified projects are below grade structures (piping, manholes)**

b. What views in the immediate vicinity would be altered or obstructed? [\[help\]](#)

**None**

c. Proposed measures to reduce or control aesthetic impacts, if any: [\[help\]](#)

**None**

#### 11. Light and glare

a. What type of light or glare will the proposal produce? What time of day would it mainly occur? [\[help\]](#)

**None.**

b. Could light or glare from the finished project be a safety hazard or interfere with views? [\[help\]](#)

**No.**

c. What existing off-site sources of light or glare may affect your proposal? [\[help\]](#)

**None.**

d. Proposed measures to reduce or control light and glare impacts, if any: [\[help\]](#)

**None.**

#### 12. Recreation

a. What designated and informal recreational opportunities are in the immediate vicinity? [\[help\]](#)

**City of Woodinville has several parks within the UGA, and King County has parks within the District though outside the UGA.**

b. Would the proposed project displace any existing recreational uses? If so, describe. [\[help\]](#)



**No.**

c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any: [\[help\]](#)

**None.**

### 13. Historic and cultural preservation

a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers located on or near the site? If so, specifically describe. [\[help\]](#)

**None known.**

b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources. [\[help\]](#)

**None known.**

c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc. [\[help\]](#)

**As the District prepares to complete specific projects, consultation with archaeologists with local area knowledge, the State archaeologist and local tribes is initiated directly or through federal nexus avenues to determine suitable routes and construction methods to avoid or minimize impacts to cultural resources.**

d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required.

**As the District prepares to complete specific projects, consultation with archaeologists with local area knowledge, the State archaeologist and local tribes is initiated directly or through federal nexus avenues to determine suitable routes and construction methods to avoid or minimize impacts to cultural resources.**

### 14. Transportation

a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any. [\[help\]](#)

**State, Local and County roads and highways provide public access to and through the District.**

b. Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop? [\[help\]](#)

**Yes. King County Metro and Sound Transit operate a number of bus routes with various stops**

throughout the Plan area.

c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate? [\[help\]](#)

**N/A**

d. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private). [\[help\]](#)

**No.**

e. Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe. [\[help\]](#)

**Several proposed projects will occur in existing street right-of-ways, and a few will be near a railroad alignment.**

f. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and nonpassenger vehicles). What data or transportation models were used to make these estimates? [\[help\]](#)

**District staff and customers travel to and from the office. District staff work throughout the District with normal operation and maintenance activities. Additional traffic will result from construction activities for a limited time.**

g. Will the proposal interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe.

**Not applicable.**

h. Proposed measures to reduce or control transportation impacts, if any: [\[help\]](#)

**None.**

## **15. Public services**

a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe. [\[help\]](#)

**The maintenance and pipe capacity projects identified are necessary for the continued proper operation of the sewer utility. The sewer system is responding to the land use decisions made by the cities.**

b. Proposed measures to reduce or control direct impacts on public services, if any. [\[help\]](#)

**N/A**

## **16. Utilities**

a. Circle utilities currently available at the site: [\[help\]](#)  
electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system,  
other \_\_\_\_\_

b. Describe the utilities that are proposed for the project, the utility providing the service,  
and the general construction activities on the site or in the immediate vicinity which might  
be needed. [\[help\]](#)

**Sewer service will be supplied by the project. Future construction activities will consist of  
trenching for sewer line installation and restoration and construction of pump stations. The  
Woodinville Water District will operate and maintain the completed system.**

### C. Signature [\[HELP\]](#)

The above answers are true and complete to the best of my knowledge. I understand that the lead  
agency is relying on them to make its decision.



Signature: \_\_\_\_\_  
Name of signer Evan Henke, P.E.  
Position and Agency/Organization Senior Project Manager, David Evans And Associates, Inc.  
Date Submitted: April 14, 2022

### D. Supplemental sheet for nonproject actions [\[help\]](#)

(IT IS NOT NECESSARY to use this sheet for project actions)

Because these questions are very general, it may be helpful to read them in conjunction  
with the list of the elements of the environment.

When answering these questions, be aware of the extent the proposal, or the types of  
activities likely to result from the proposal, would affect the item at a greater intensity or  
at a faster rate than if the proposal were not implemented. Respond briefly and in general  
terms.

1. How would the proposal be likely to increase discharge to water; emissions to air; pro-  
duction, storage, or release of toxic or hazardous substances; or production of noise?

**Temporary increase in noise and air emissions due to construction of proposed sewer  
facilities. As the community grows, more sewage flow will be generated requiring an increase  
in treatment capacity and associated discharge to receiving waters.**

Proposed measures to avoid or reduce such increases are:

**Continued efforts to encourage water conservation will reduce or maintain per capita  
amount of water used and wastewater discharge.**

2. How would the proposal be likely to affect plants, animals, fish, or marine life?

**The potential impacts of the plans are primarily associated with the surface disruption during construction of sewer facilities.**

Proposed measures to protect or conserve plants, animals, fish, or marine life are:

**Utilizing a comprehensive plan reduces the overall amount of construction activity and minimizes the effects of development. Best Management Practices also minimize the potential for sedimentation and erosion to occur into a waterway.**

3. How would the proposal be likely to deplete energy or natural resources?

**Installation of materials, use of electricity, diesel oil and fuel.**

Proposed measures to protect or conserve energy and natural resources are:

**The most appropriate materials and processes would be required for each element of construction.**

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection; such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?

**The proposal will not have a significant impact on environmentally sensitive areas. Most of the proposed facilities will be installed along existing transportation and utility corridors. The Comprehensive Sewer System Plan would reduce the possibility of soil and water pollution by allowing for the conversion from on-site sewage disposal to central collection and treatment. Some projects will involve construction in critical areas, such as wetlands. Each project will be permitted and constructed in accordance with the appropriate regulations.**

Proposed measures to protect such resources or to avoid or reduce impacts are:

**Project-specific avoidance or mitigation measures will be developed.**

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?

**The proposal will not significantly affect land and shoreline use. The proposals would provide new facilities and improve existing facilities keeping in compliance with existing land and shoreline use plans.**

Proposed measures to avoid or reduce shoreline and land use impacts are:

**None. No significant impacts are anticipated.**

6. How would the proposal be likely to increase demands on transportation or public services and utilities?

**This proposal will not significantly increase demands on transportation or public services and utilities.**

Proposed measures to reduce or respond to such demand(s) are:



**None. No significant impact is anticipated.**

7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.

**No conflicts.**

## SEPA Distribution List

City of Bothell  
SEPA Review  
18415 101<sup>st</sup> Ave NE  
Bothell WA 98011

City of Redmond  
Development Services Center (SEPA)  
15670 NE 85<sup>th</sup> St MS 25PL  
Redmond WA 98052

City of Woodinville  
Development Services/Permit Center  
17301 133<sup>rd</sup> Ave NE  
Woodinville WA 98072

Northshore Utility District  
SEPA Review  
6830 NE 185<sup>th</sup> St  
Kenmore WA 98028

City of Kirkland  
SEPA Review  
123 5<sup>th</sup> Ave  
Kirkland WA 98033

Cross Valley Water District  
SEPA Review  
8802 180<sup>th</sup> St SE  
Snohomish WA 98296

King County Dept of Development  
& Environmental Services  
Land Use Services Division  
35030 DE Douglas St STE 210  
Snoqualmie WA 98056-9266

SEPA Center - Dept of Nat Resources  
MS 47000  
1111 Washington St SE  
Olympia WA 98504-7027

Washington State Department of Ecology  
Environmental Review Section  
Post Office Box 47703  
Olympia, Washington 98504-7703

Eastside Fire & Rescue  
SEPA Review  
175 Newport Way NW  
Issaquah WA 98027

Washington Dept of Fish & Wildlife  
SEPA Review Staff  
P O Box 43200  
Olympia WA 98504-3155

Dept of Archaeology  
& Historic Preservation  
SEPA Review  
1063 S Capital Way, Suite 106  
Olympia, WA 98504-2525

Parks & Recreation Commission  
SEPA Review  
P O Box 42650  
Olympia WA 98504-2650

Puget Sound Partnership  
SEPA Staff  
P O Box 40900  
Olympia WA 98504

Puget Sound Regional Council  
SEPA Review  
1011 Western Ave STE 500  
Seattle WA 98104

Department of Health – Drinking Water  
NW Regional Office  
P O Box 47800 MS K17-12  
Olympia WA 98504

U.S.EPA Region 10  
SEPA Review  
Park Place Building  
1200 Sixth Ave STE 155  
Seattle WA 98101

Muckleshoot Indian Tribe  
Muckleshoot Tribal Council  
39015 172nd Avenue SE  
Auburn , WA 98092

Snoqualmie Indian Tribe  
Snoqualmie Tribal Council  
PO Box 969  
Snoqualmie WA 98065

Alderwood Water & Wastewater  
SEPA Review  
3626 156<sup>th</sup> St SW  
Lynnwood WA 98087

Dept. of Ecology  
SEPA Record Submittal  
Via Electronic File

## **Appendix D – CIP Sheets**



## CAPITAL IMPROVEMENT PLAN – PROJECT DETAIL

ID (s)	Basin	Source	Type
C-1	1-13	Condition	Equipment

Description	Cost
Purchase a portable flow meter / data logger for use in measuring sewage flows, continuously over several days, in the collection network. Will be used to help prioritize projects and locate problem areas.	\$ 10,000



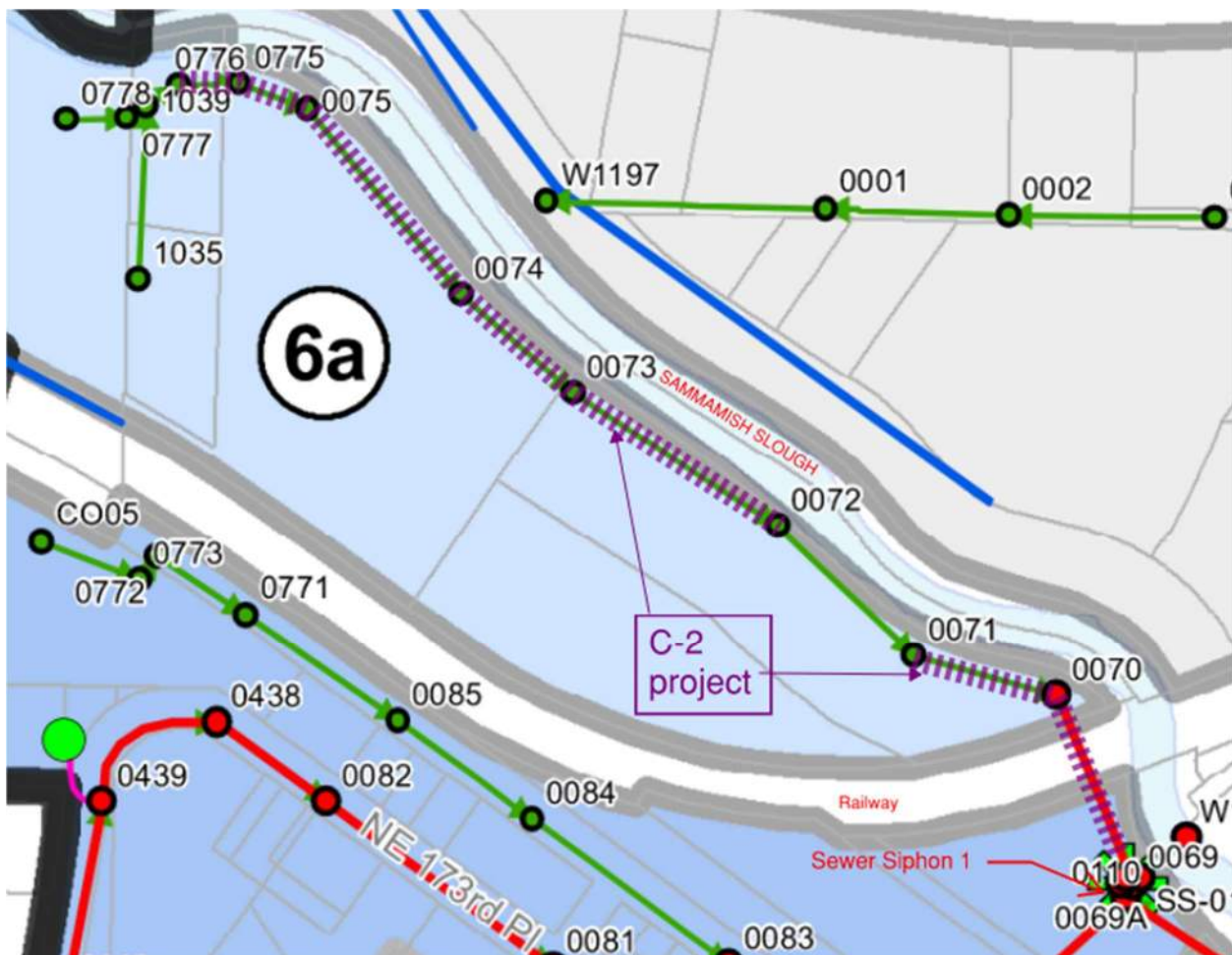




ID (s)	Basin	Source	Type
C-2	6a	Condition	Pipe

<b>Proposed Dia. (in)</b>	8	<b>Priority</b>	High
<b>Exist. Dia. (in)</b>	8	<b>Length (lf)</b>	2030
<b>MH (start)</b>	0776	<b>MH (end)</b>	1623

Description	Cost
[Sammamish Slough] Size on size replacement, either via pipe bursting or CIPP. Note: Pipe segment MH71 to MH72 Was recently lined.	\$ 954,100

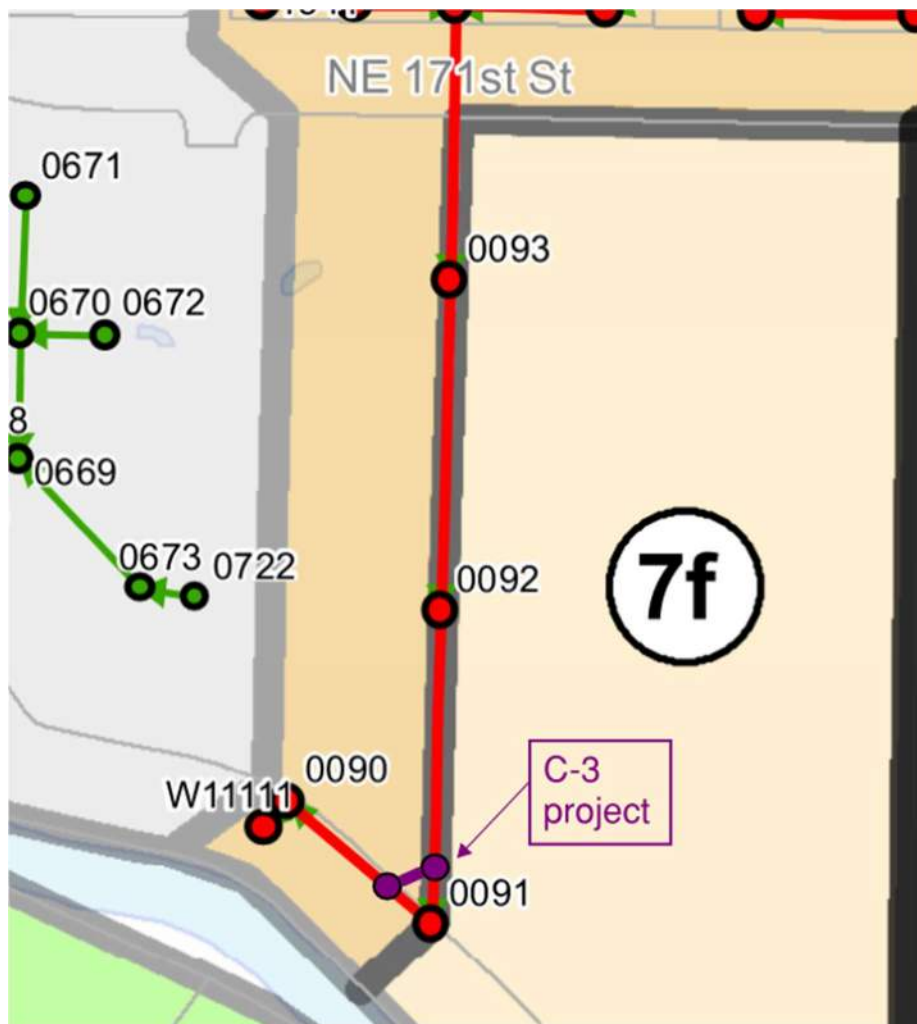




ID (s)	Basin	Source	Type
C-3	7	Condition	Pipe

Proposed Dia. (in)	15	Priority	High
Exist. Dia. (in)	15	Length (lf)	108+/-
MH (start)	0092 u/s	MH (end)	0090 d/s

Description	Cost
Remove reverse angle turn by adding two saddle manholes and a diagonal stretch of pipe, then abandoning the original pipe and MH 0091. An easement will be required for this route change.	\$ 80,000

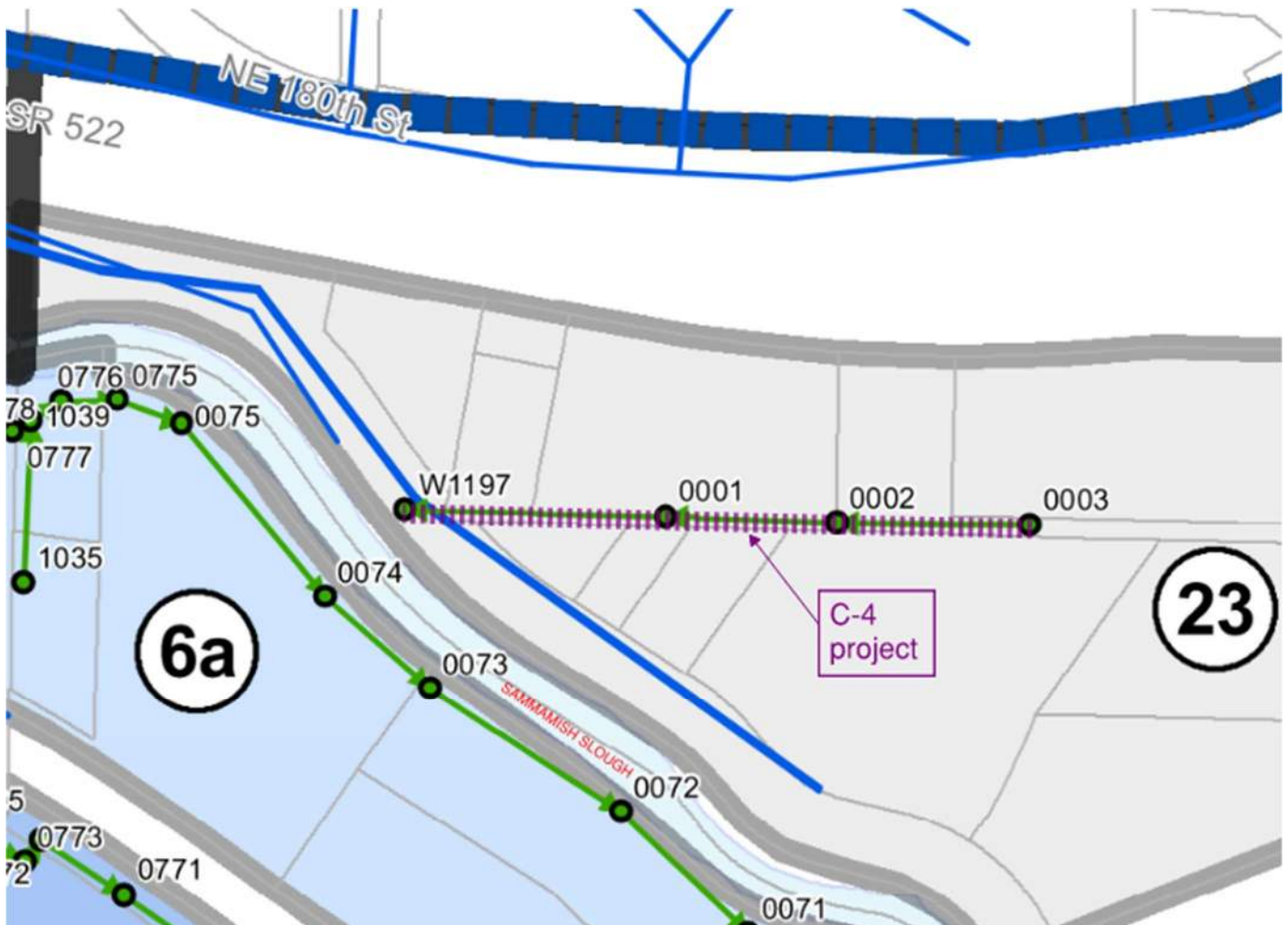




ID (s)	Basin	Source	Type
C-4	23	Condition	Pipe

Proposed Dia. (in)	8	Priority	Med
Exist. Dia. (in)	8	Length (lf)	960+/-
MH (start)	003 u/s	MH (end)	W11-97 d/s

Description	Cost
Size on size replacement, either via pipe bursting or CIPP, including replacement of approximately 4 manholes.	\$ 451,200

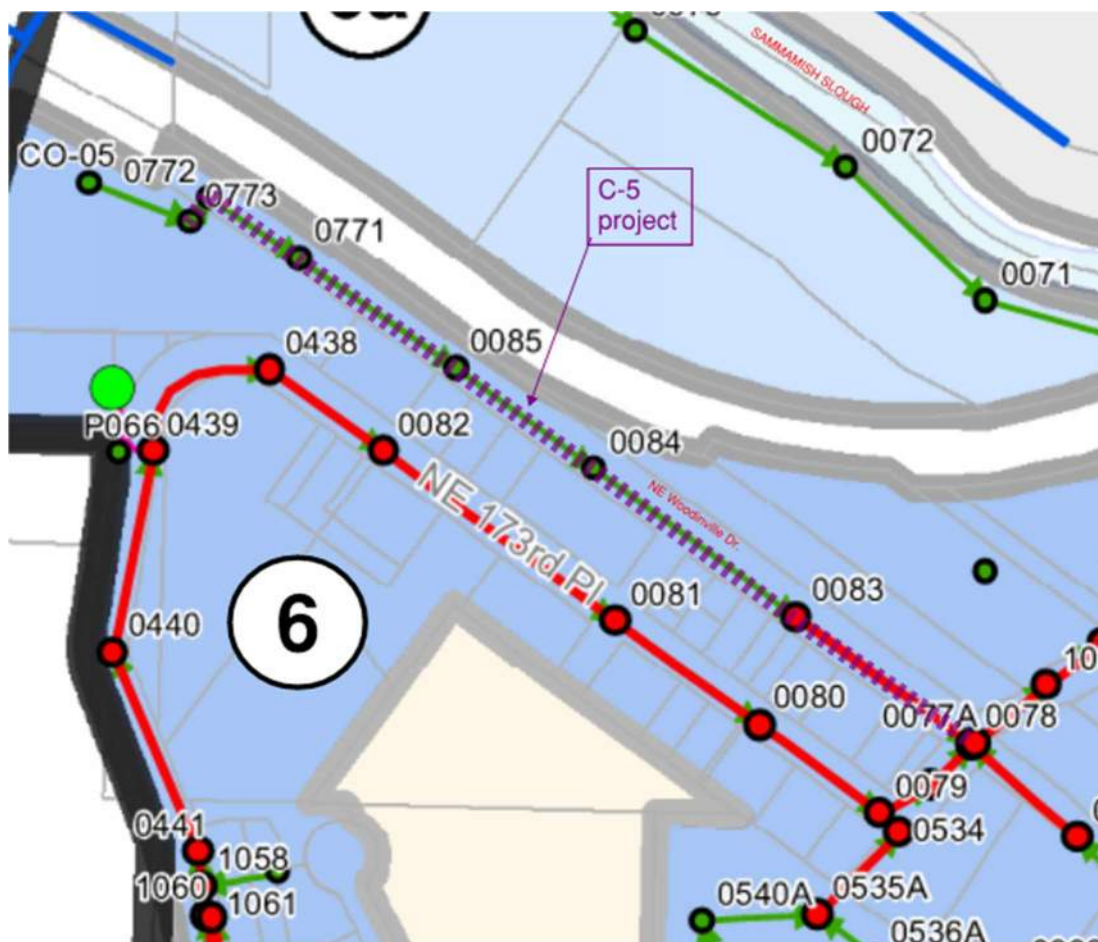




ID (s)	Basin	Source	Type
C-5	6	Condition	Pipe

<b>Proposed Dia. (in)</b>	8	<b>Priority</b>	Med
<b>Exist. Dia. (in)</b>	8	<b>Length (lf)</b>	1332+/-
<b>MH (start)</b>	0772 u/s	<b>MH (end)</b>	0078 d/s

Description	Cost
[NE Woodinville Dr.] Aging concrete line. Size on size replacement, either via pipe bursting or CIPP including replacement of approximately 5 manholes.	\$ 626,040



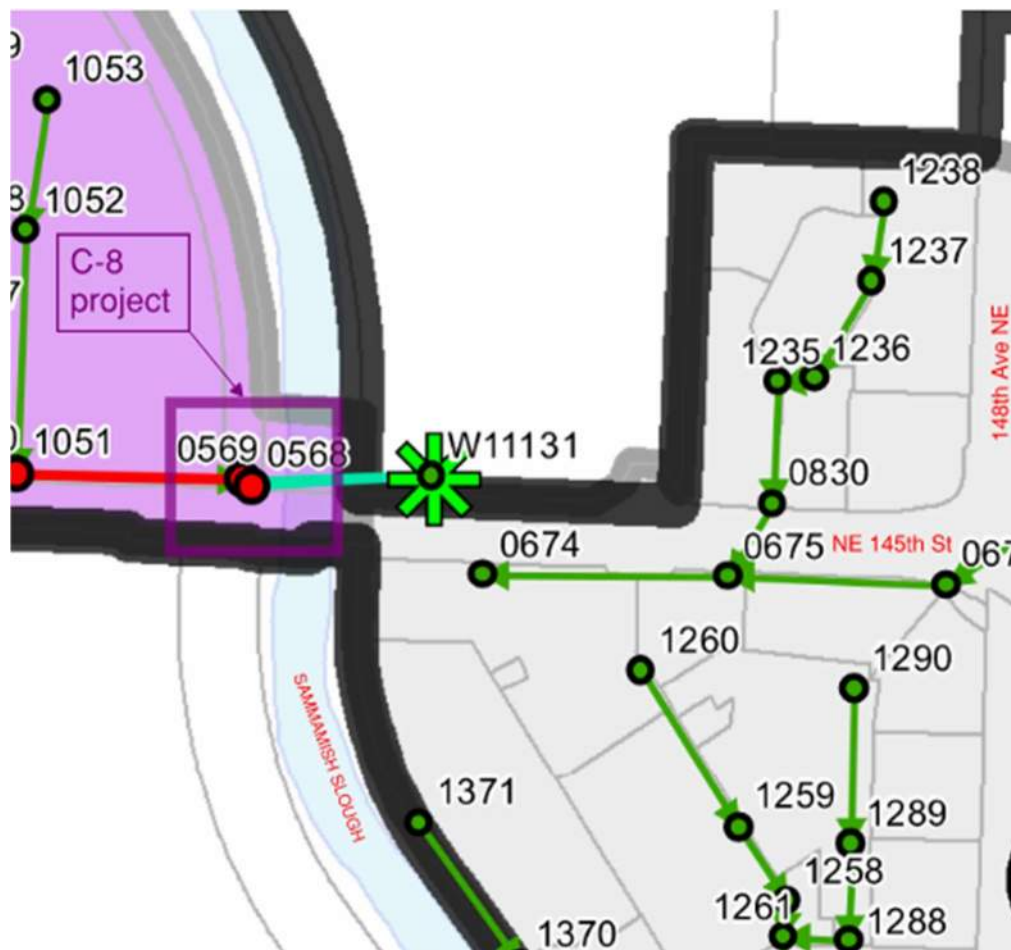




ID (s)	Basin	Source	Type
C-8	4	Condition	Structure

Proposed Dia. (in)		Priority	Low
Exist. Dia. (in)		Length (lf)	1 EA
MH (start)	SP-3	MH (end)	

Description	Cost
Replace top hatch at Siphon 3.	\$ 20,000

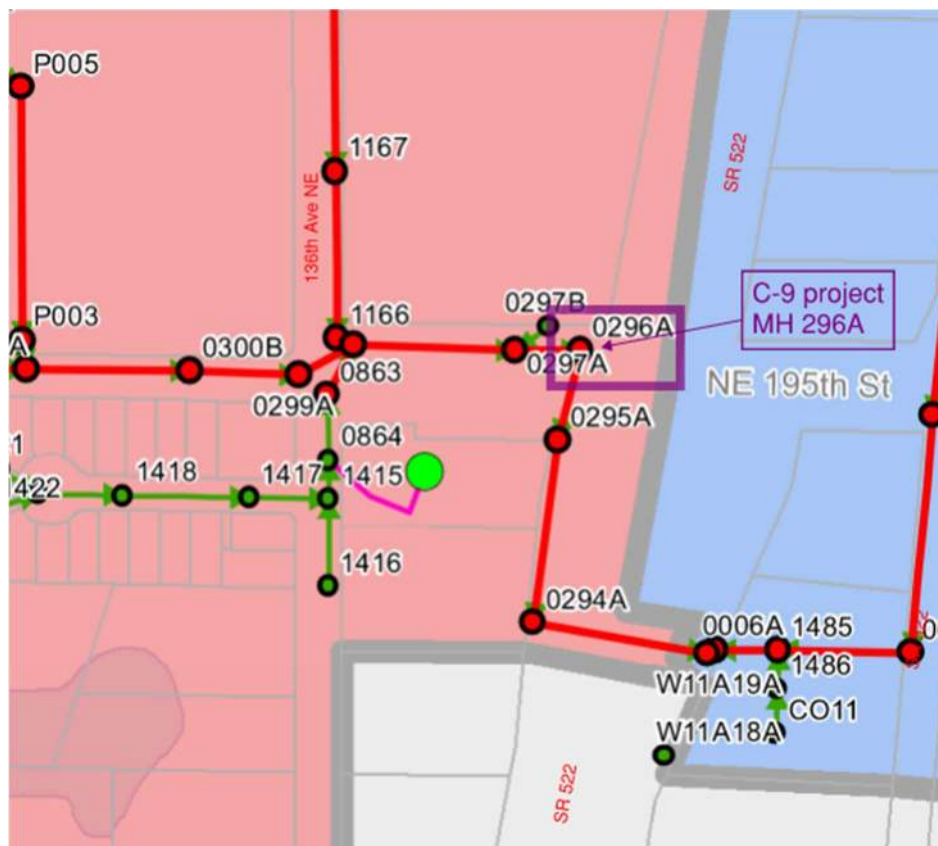


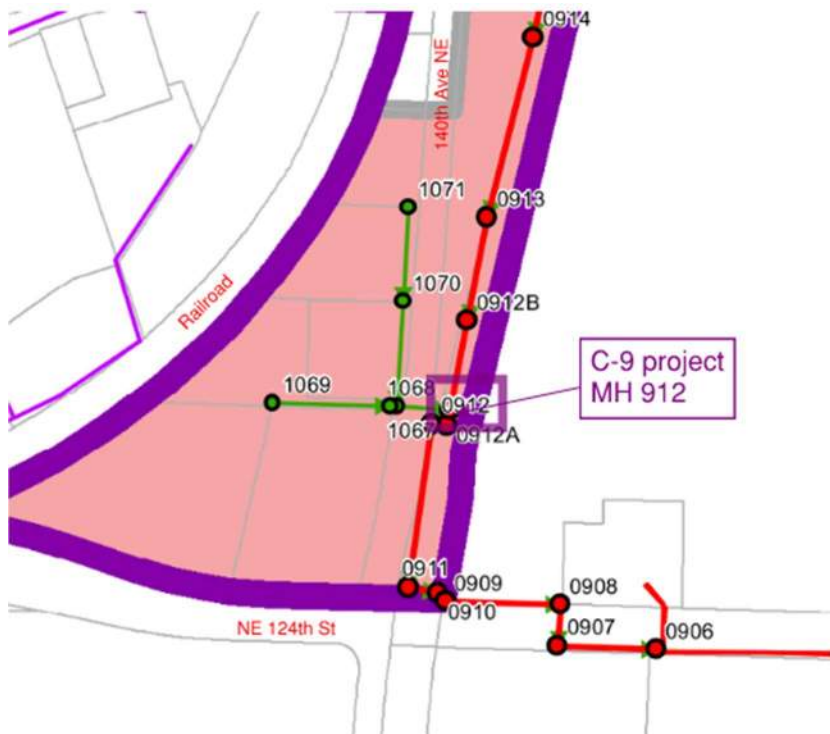
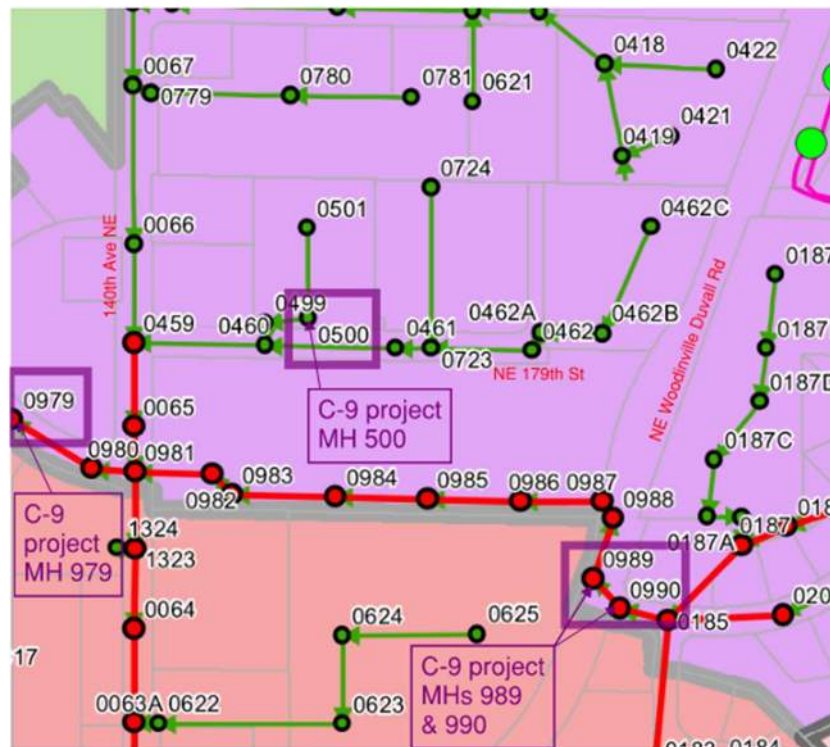


ID (s)	Basin	Source	Type
C-9	Various	Condition	Structure

Proposed Dia. (in)		Priority	Low
Exist. Dia. (in)		Length (lf)	6 EA
MH (start)		MH (end)	

Description	Cost
Reseal manholes 296A, 500, 912, 979, 989, 990.	\$ 30,000



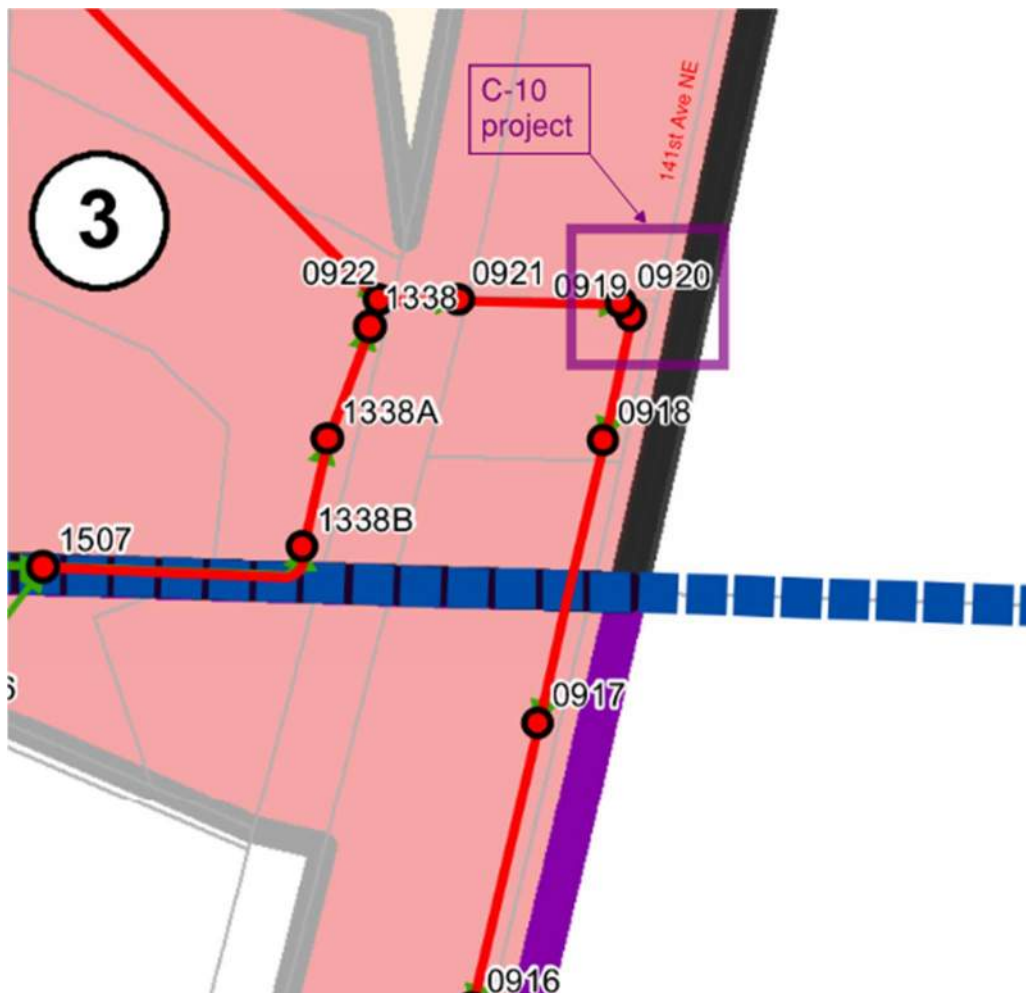




ID (s)	Basin	Source	Type
C-10	3	Condition	Structure

Proposed Dia. (in)		Priority	Low
Exist. Dia. (in)		Length (lf)	1 EA
MH (start)	0920	MH (end)	

Description	Cost
Improve access to existing manhole 0920.	\$ 20,000



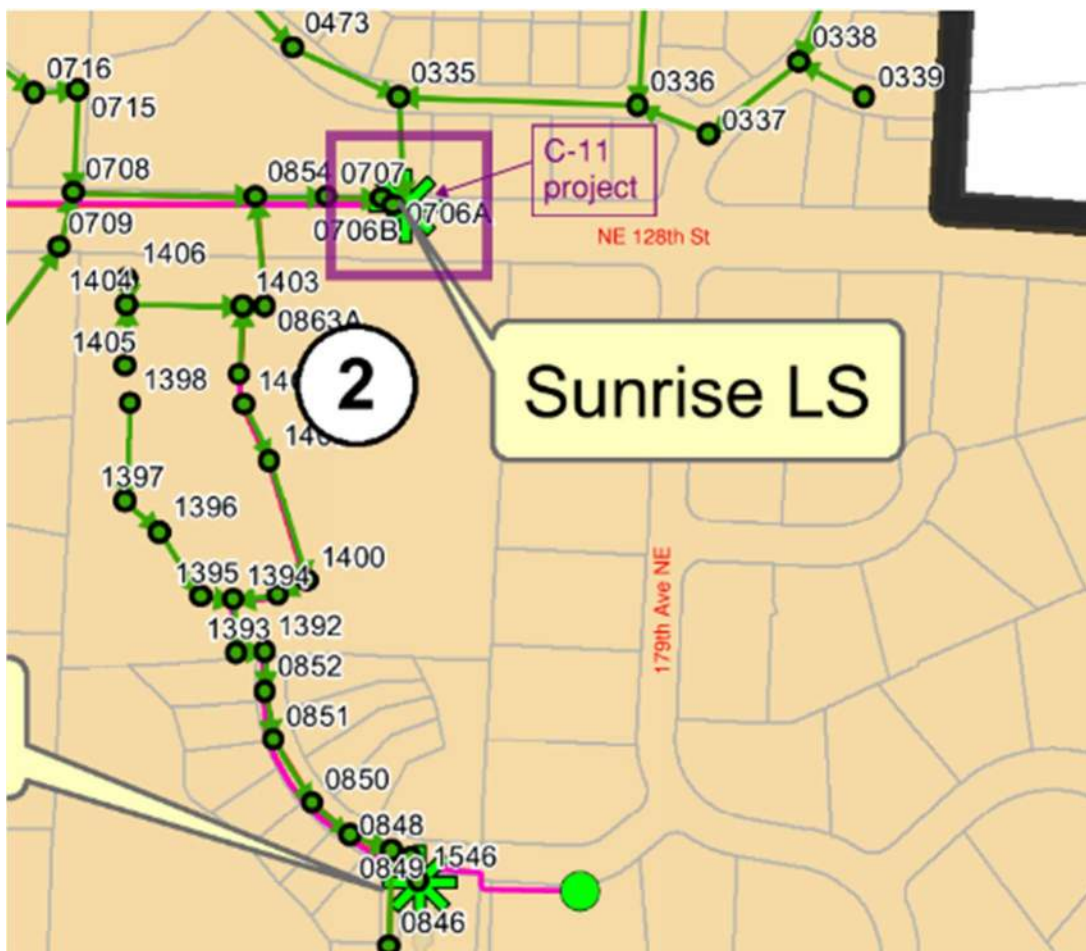




ID (s)	Basin	Source	Type
C-11	2	Condition	Structure

Proposed Dia. (in)		Priority	Low
Exist. Dia. (in)		Length (lf)	1 EA
MH (start)	SRLS	MH (end)	

Description	Cost
Full repair and rehabilitation of Sunrise Lift Station, including wet well recoating.	\$ 80,000

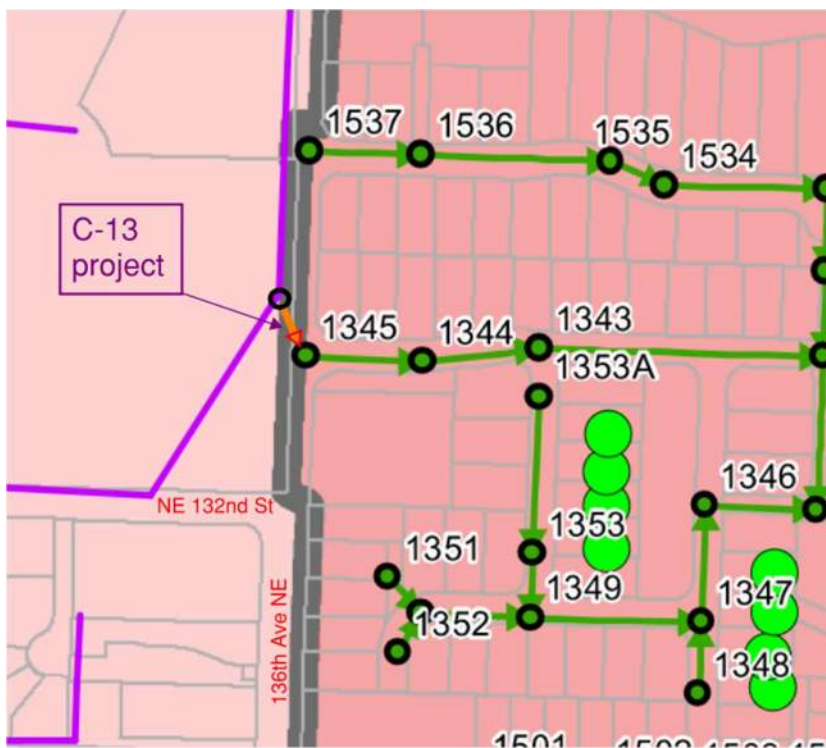




ID (s)	Basin	Source	Type
C-13	3	Routing	Pipe

<b>Proposed Dia. (in)</b>	8	<b>Priority</b>	X
<b>Exist. Dia. (in)</b>		<b>Length (lf)</b>	122+/-
<b>MH (start)</b>	NUD	<b>MH (end)</b>	1345

Description	Cost
Connection from existing Northshore Utility District network to MH 1345 to reclaim service area. NOTE: Downstream capacity projects C-20, C-21 and C-22 are required before this project.	\$ 57,500

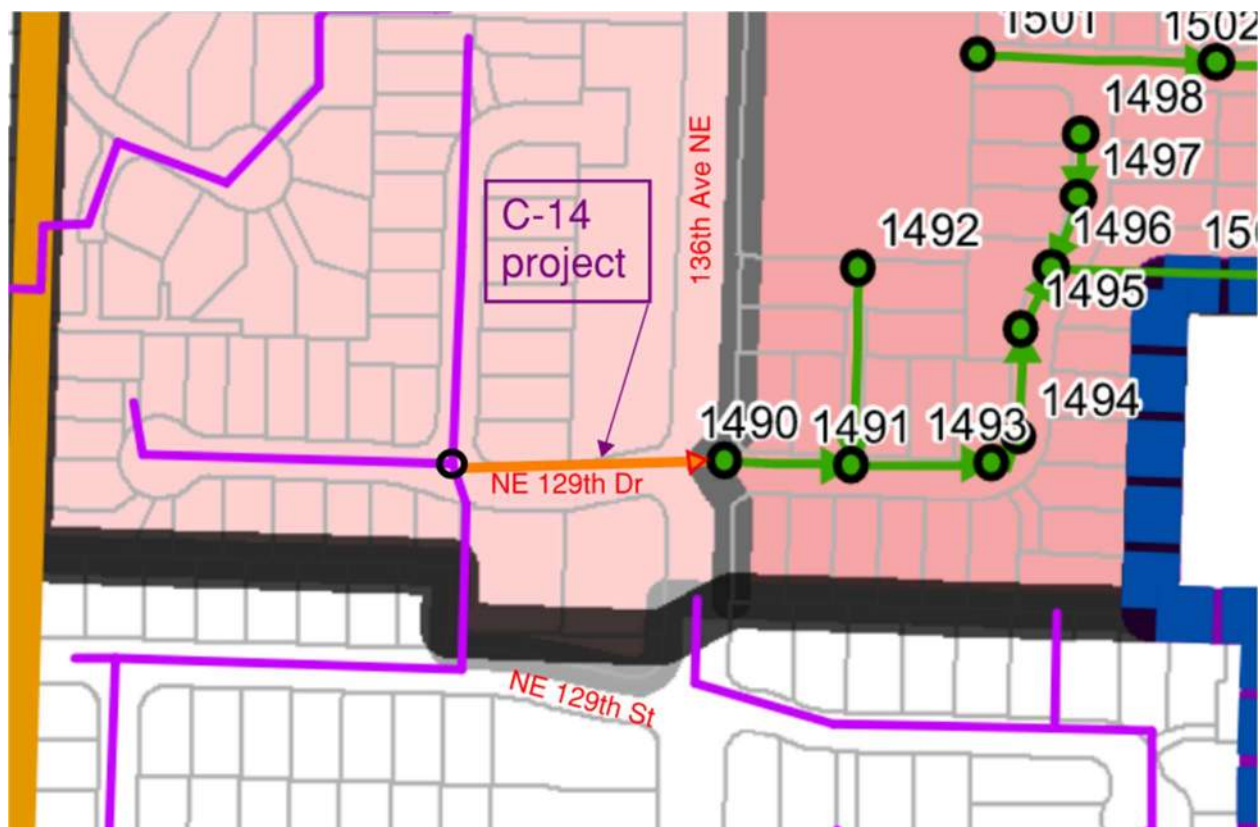




ID (s)	Basin	Source	Type
C-14	3	Routing	Pipe

Proposed Dia. (in)	8	Priority	X
Exist. Dia. (in)		Length (lf)	286+/-
MH (start)	NUD	MH (end)	1490

Description	Cost
Connection from existing Northshore Utility District network to MH 1490 to reclaim service area. NOTE: Downstream capacity projects C-20, C-21 and C-22 are required before this project.	\$ 134,500

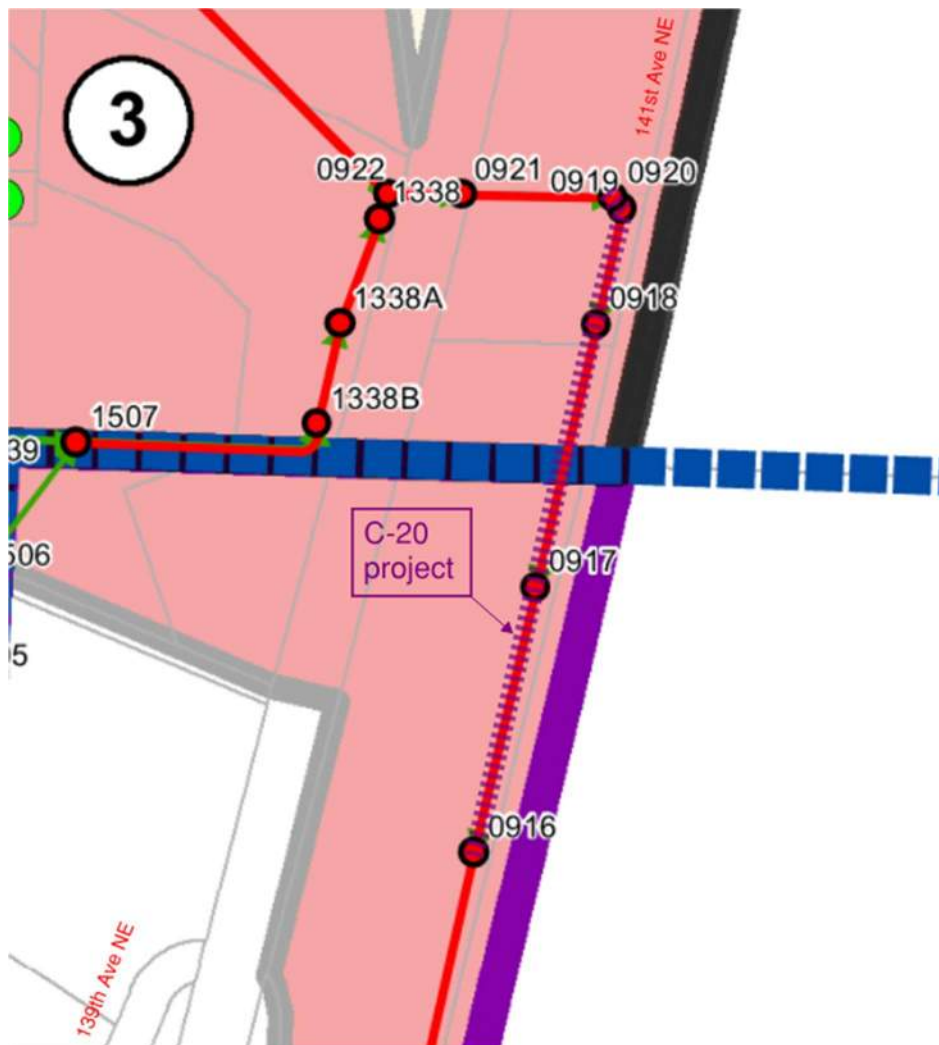




ID (s)	Basin	Source	Type
C-20	3	Capacity	Pipe

Proposed Dia. (in)	10	Priority	Development Need
Exist. Dia. (in)	8	Length (lf)	977+/-
MH (start)	919	MH (end)	916

Description	Cost
Pipe upsizing (parallel route) to increase capacity.	\$ 478,730



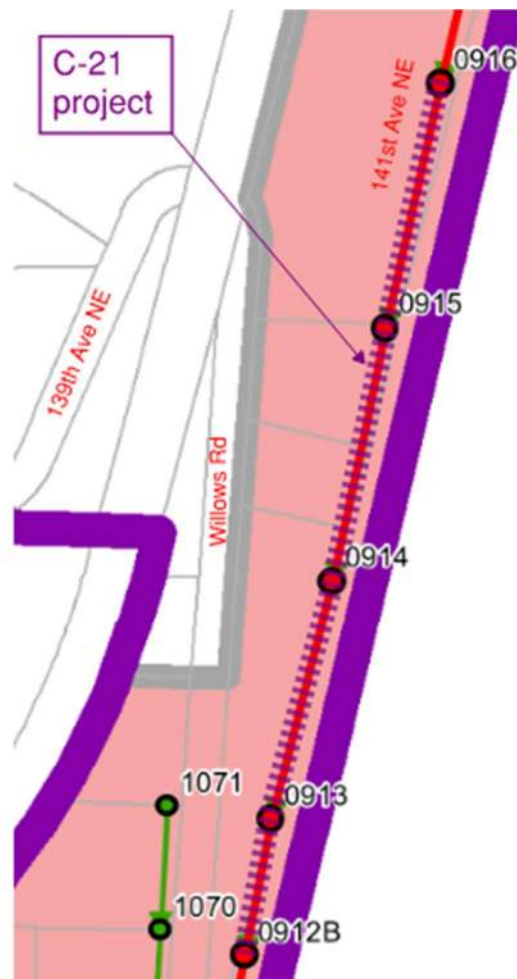




ID (s)	Basin	Source	Type
C-21	3	Capacity	Pipe

Proposed Dia. (in)	12	Priority	Development Need
Exist. Dia. (in)	8	Length (lf)	1424+/-
MH (start)	916	MH (end)	912B

Description	Cost
Pipe upsizing (parallel route) to increase capacity.	\$ 712,000

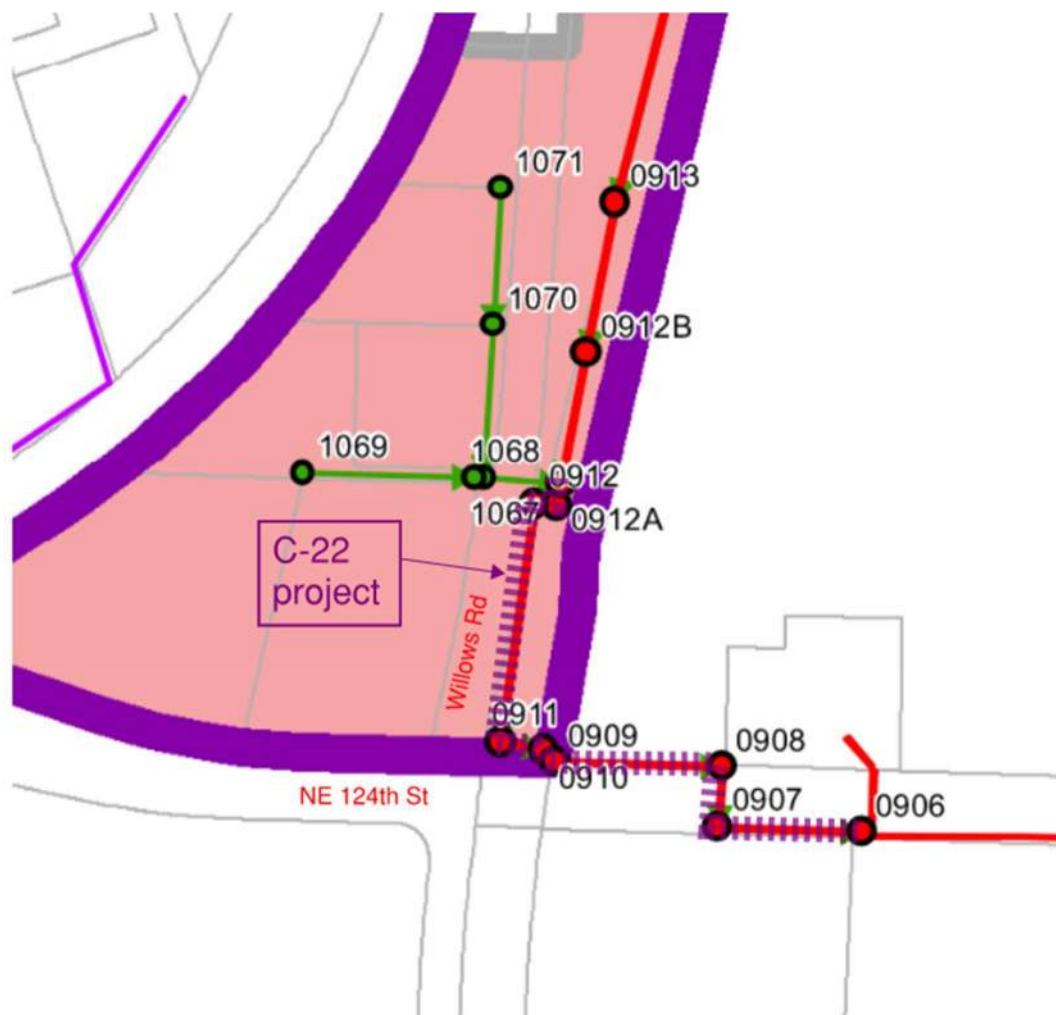




ID (s)	Basin	Source	Type
C-22	3	Capacity	Pipe

Proposed Dia. (in)	15	Priority	Development Need
Exist. Dia. (in)	8	Length (lf)	1225+/-
MH (start)	912B	MH (end)	906

Description	Cost
Pipe upsizing (parallel route) to increase capacity.	\$ 649,250

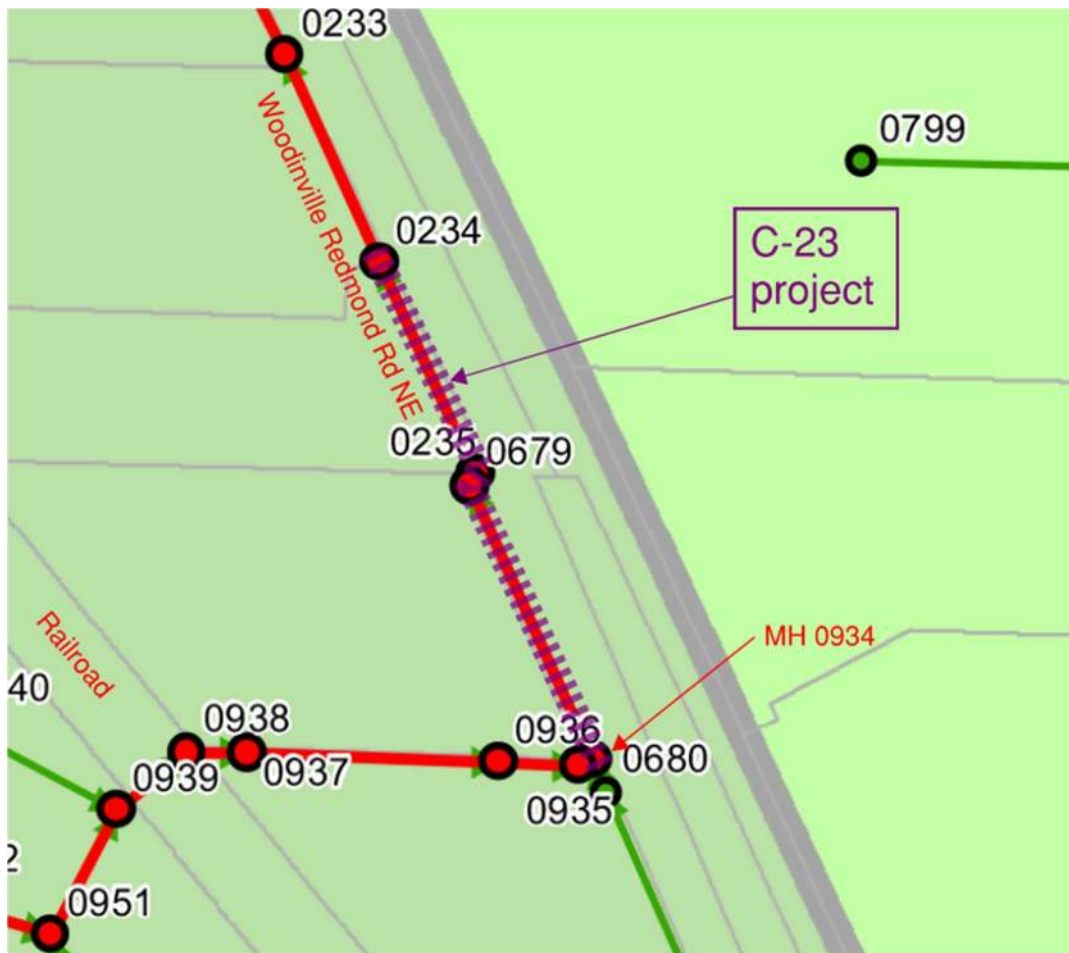




ID (s)	Basin	Source	Type
C-23	5	Capacity	Pipe

Proposed Dia. (in)	12	Priority	Development Need
Exist. Dia. (in)	8	Length (lf)	638+/-
MH (start)	934	MH (end)	234

Description	Cost
Pipe upsizing (parallel route) to increase capacity.	\$ 319,000

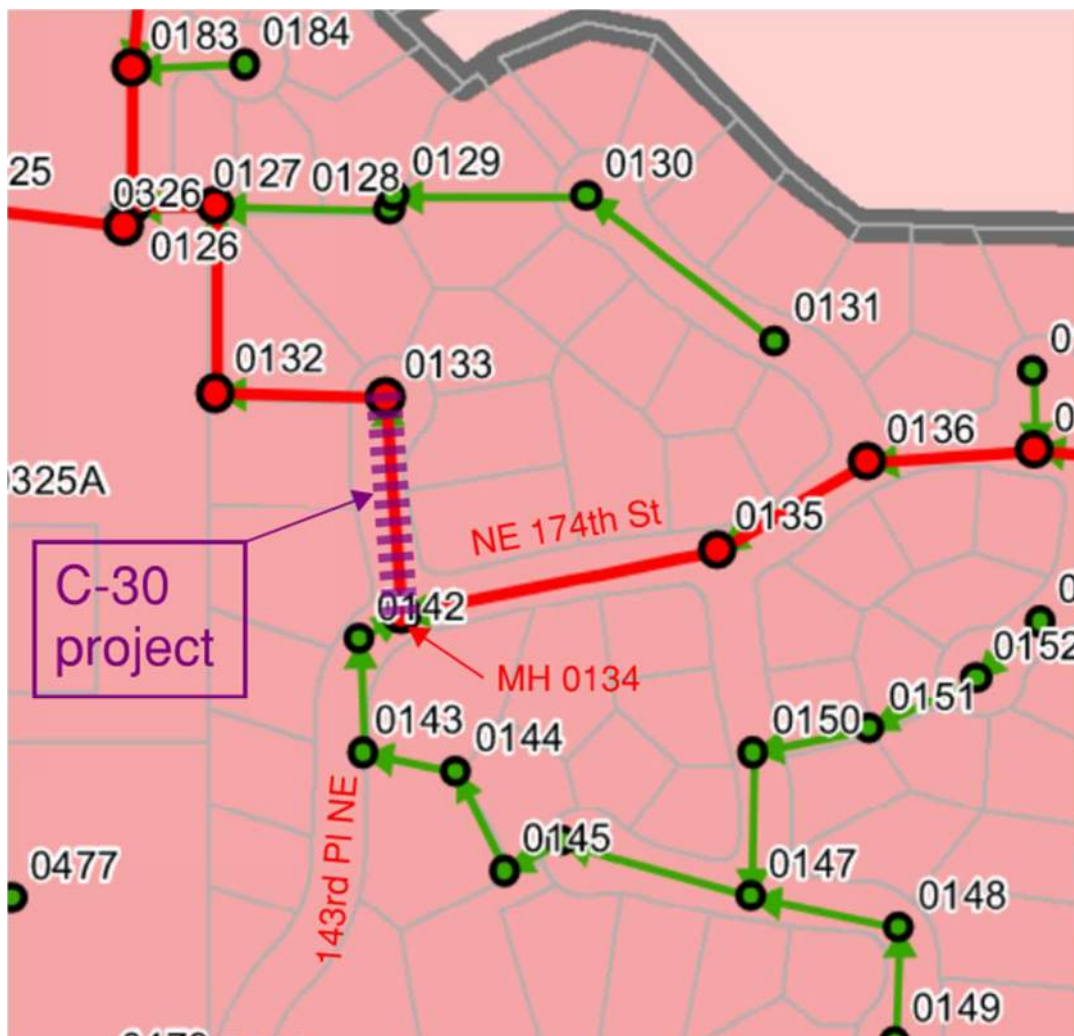




ID (s)	Basin	Source	Type
C-30	8	Capacity	Pipe

Proposed Dia. (in)	10	Priority	Development Need
Exist. Dia. (in)	8	Length (lf)	247+/-
MH (start)	134	MH (end)	133

Description	Cost
Pipe upsizing (parallel route) to increase capacity.	\$ 121,030



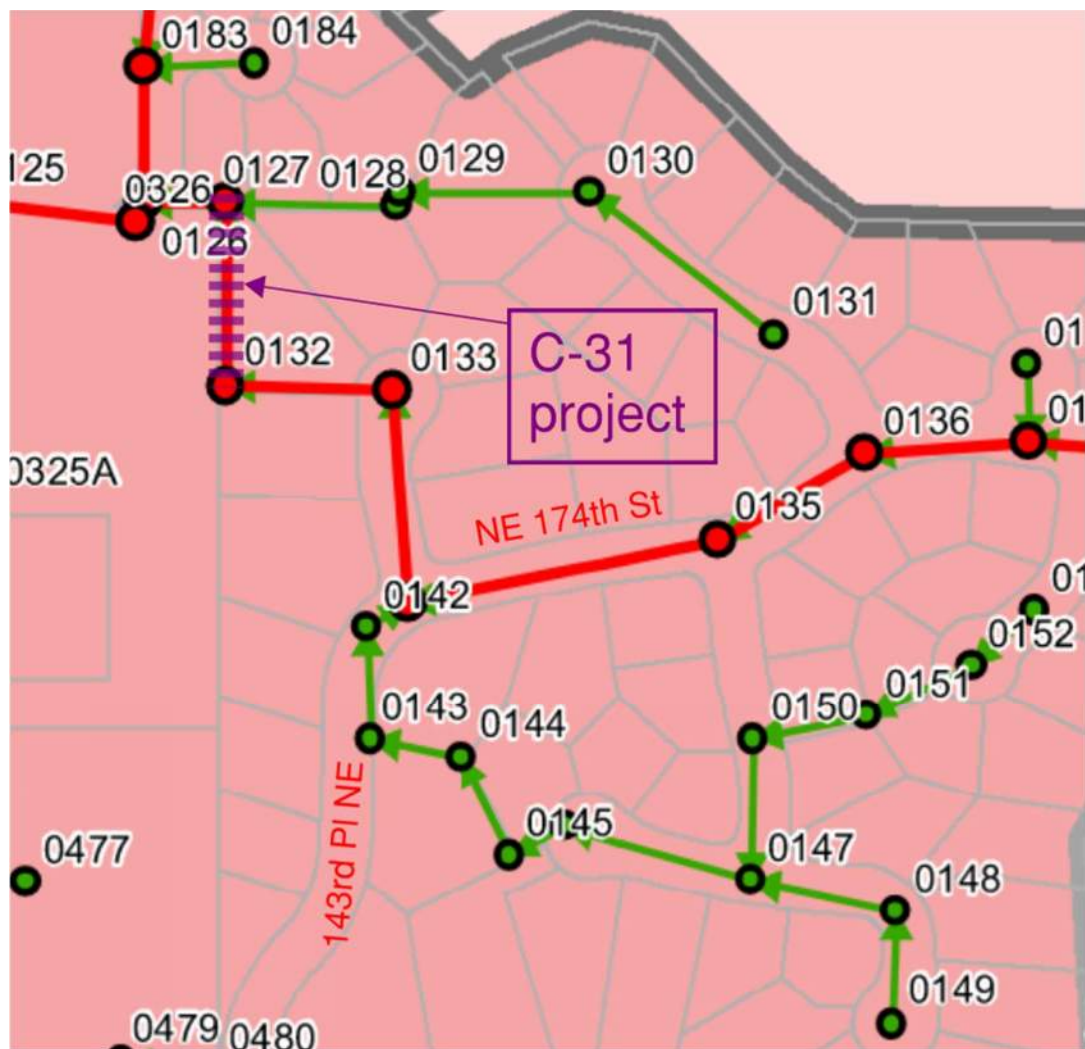




ID (s)	Basin	Source	Type
C-31	8	Capacity	Pipe

Proposed Dia. (in)	12	Priority	Development Need
Exist. Dia. (in)	8	Length (lf)	212+/-
MH (start)	132	MH (end)	127

Description	Cost
Pipe upsizing (parallel route) to increase capacity.	\$ 106,000

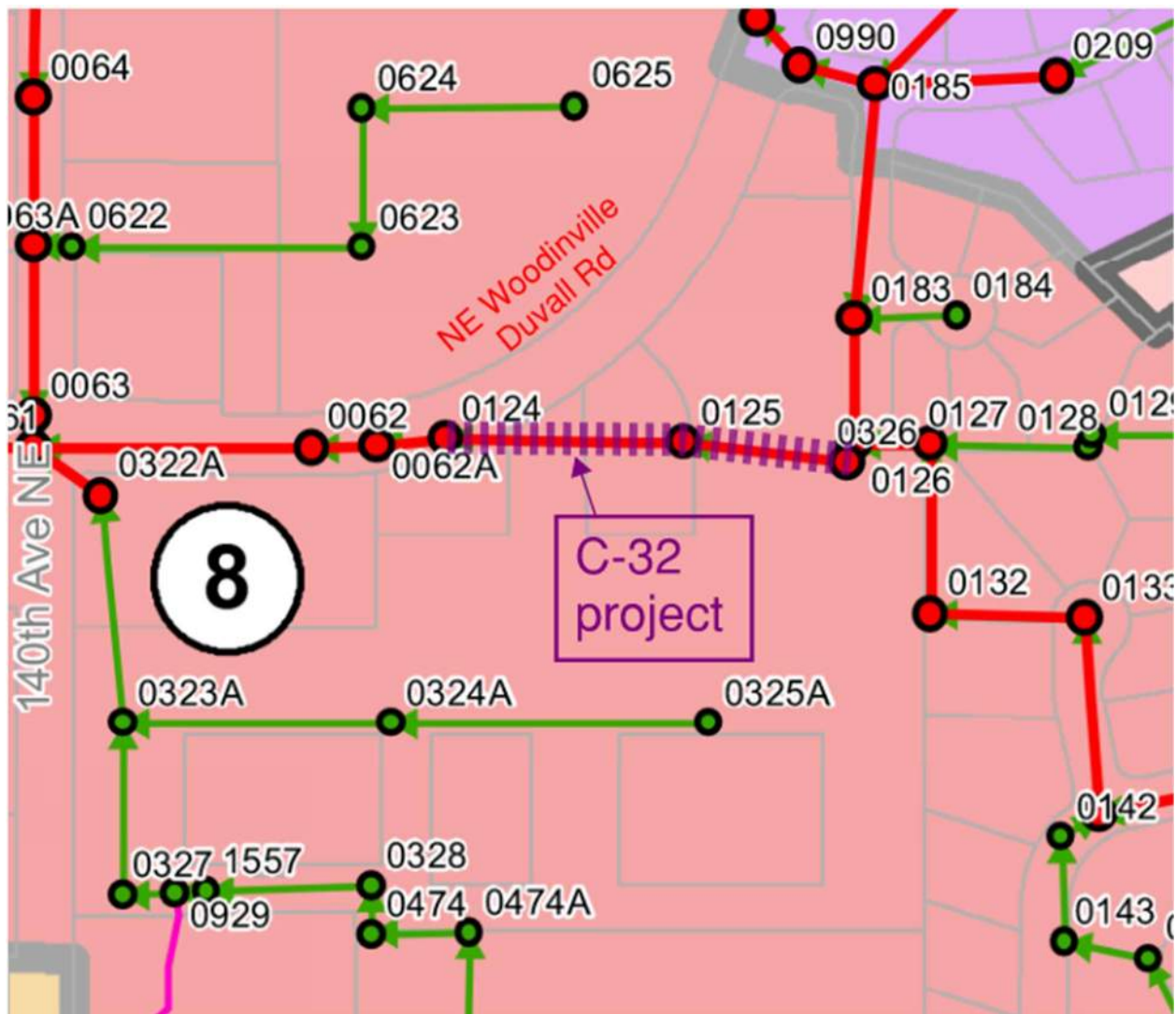




ID (s)	Basin	Source	Type
C-32	8	Capacity	Pipe

Proposed Dia. (in)	10	Priority	Development Need
Exist. Dia. (in)	8	Length (lf)	504+/-
MH (start)	326	MH (end)	124

Description	Cost
Pipe upsizing (parallel route) to increase capacity.	\$ 246,960

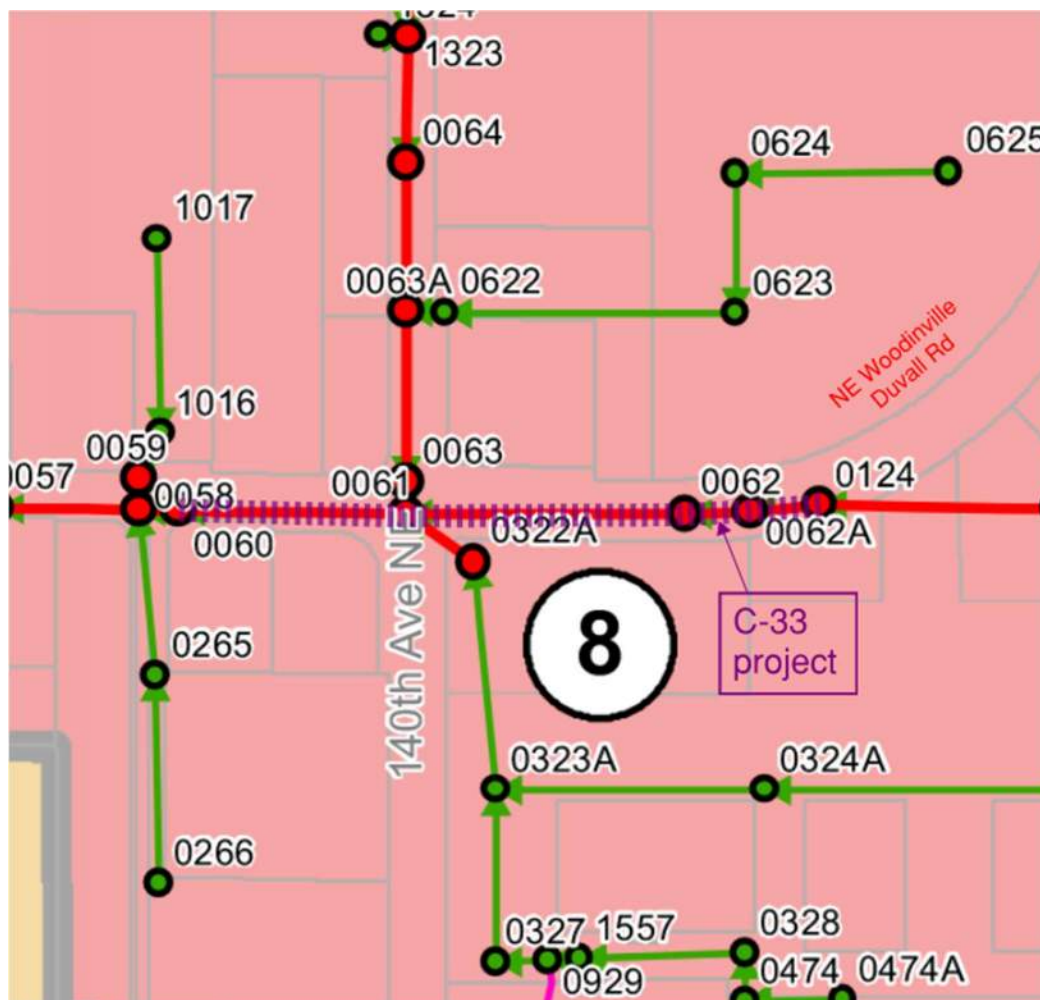




ID (s)	Basin	Source	Type
C-33	8	Capacity	Pipe

<b>Proposed Dia. (in)</b>	12	<b>Priority</b>	Development Need
<b>Exist. Dia. (in)</b>	8	<b>Length (lf)</b>	804+/-
<b>MH (start)</b>	124	<b>MH (end)</b>	60

Description	Cost
Pipe upsizing (parallel route) to increase capacity.	\$ 402,000

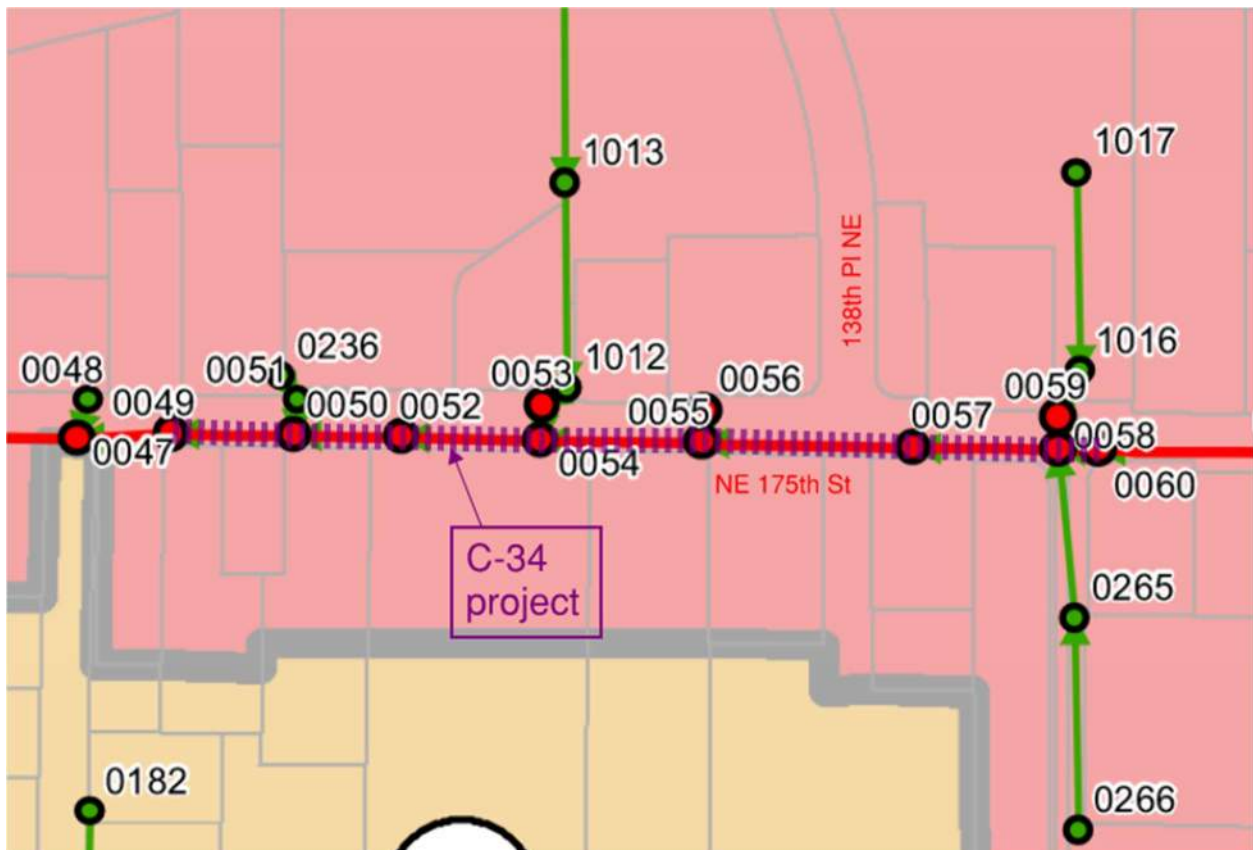




ID (s)	Basin	Source	Type
C-34	8	Capacity	Pipe

<b>Proposed Dia. (in)</b>	15	<b>Priority</b>	Development Need
<b>Exist. Dia. (in)</b>	10	<b>Length (lf)</b>	1137+/-
<b>MH (start)</b>	60	<b>MH (end)</b>	49

Description	Cost
Pipe upsizing (parallel route) to increase capacity.	\$ 602,610



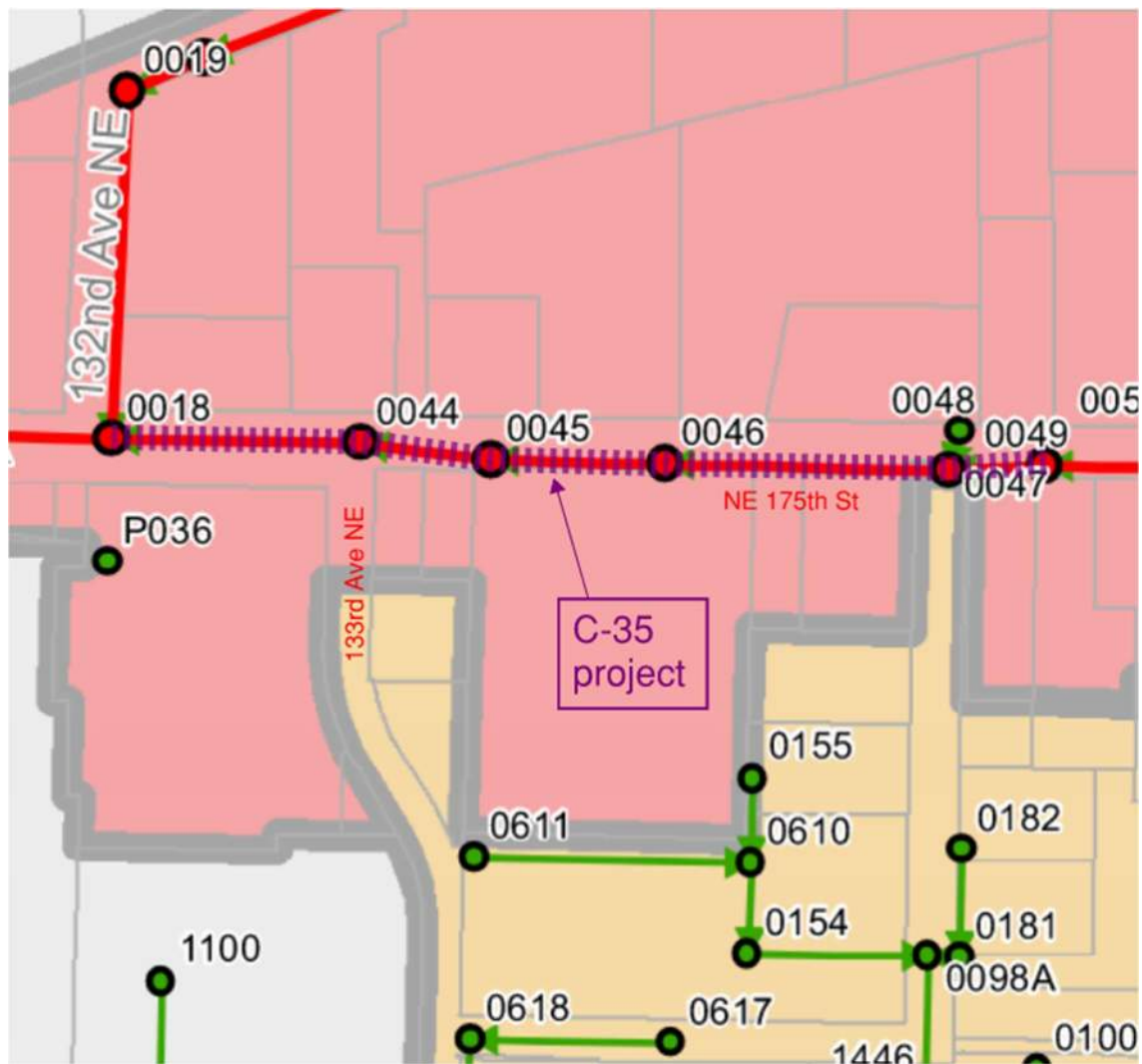




ID (s)	Basin	Source	Type
C-35	8	Capacity	Pipe

Proposed Dia. (in)	18	Priority	Development Need
Exist. Dia. (in)	10	Length (lf)	1125+/-
MH (start)	49	MH (end)	18

Description	Cost
Pipe upsizing (parallel route) to increase capacity.	\$ 663,750

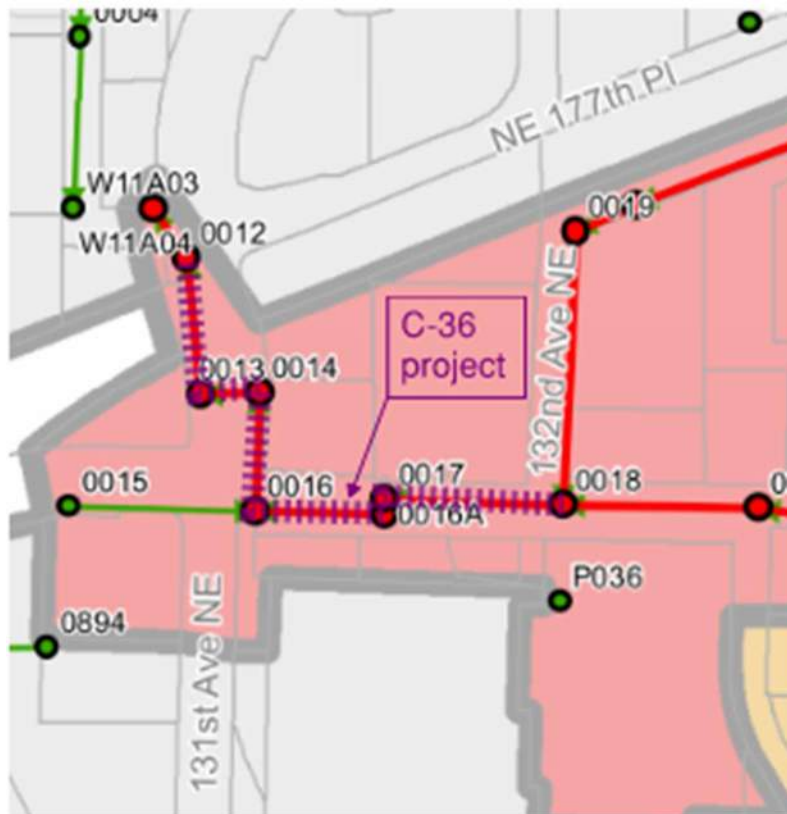




ID (s)	Basin	Source	Type
C-36	8	Capacity	Pipe

<b>Proposed Dia. (in)</b>	21	<b>Priority</b>	Development Need
<b>Exist. Dia. (in)</b>	18	<b>Length (lf)</b>	995+/-
<b>MH (start)</b>	18	<b>MH (end)</b>	W11A04

Description	Cost
Pipe upsizing (parallel route) to increase capacity.	\$ 616,900

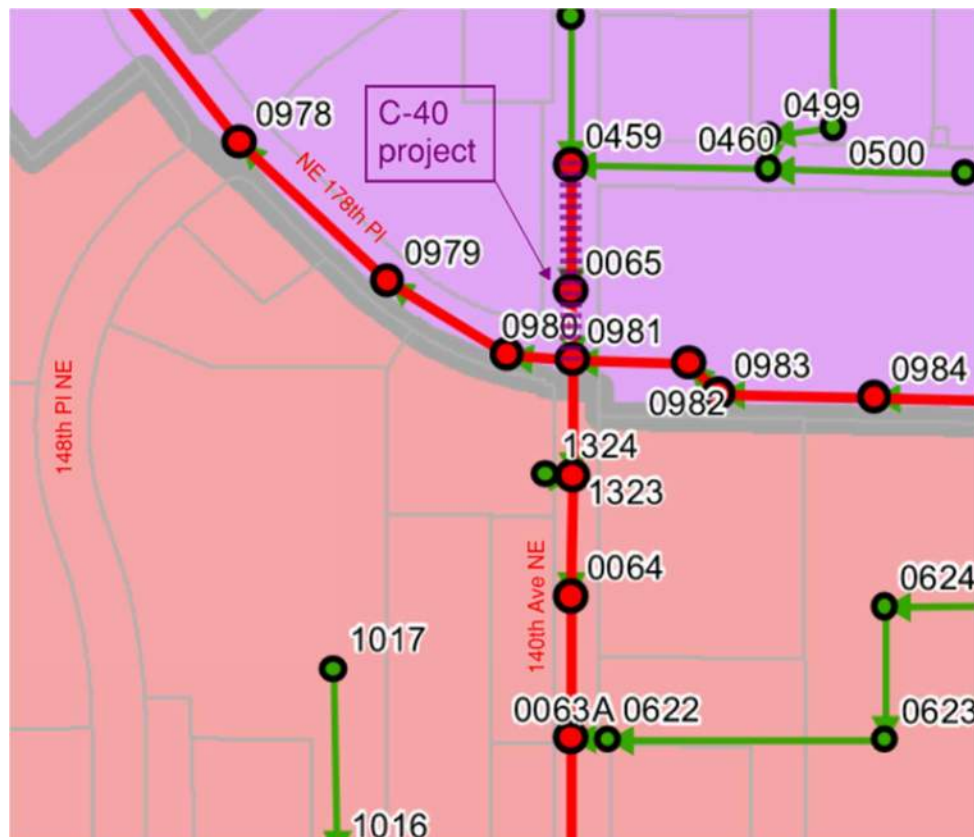




ID (s)	Basin	Source	Type
C-40	9	Capacity	Pipe

Proposed Dia. (in)	10	Priority	Development Need
Exist. Dia. (in)	8	Length (lf)	257+/-
MH (start)	459	MH (end)	981

Description	Cost
Pipe upsizing (parallel route) to increase capacity.	\$ 125,930

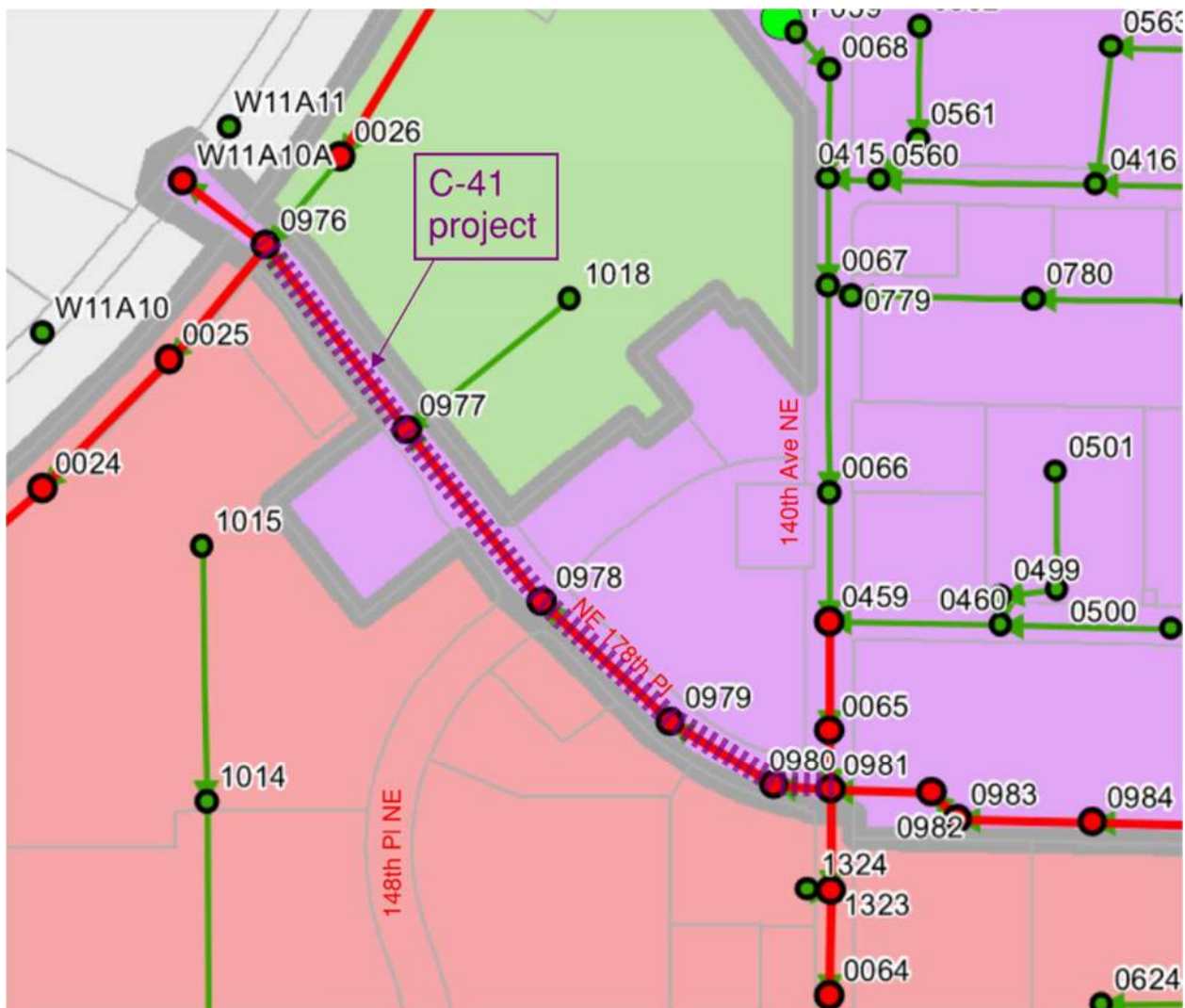




ID (s)	Basin	Source	Type
C-41	9	Capacity	Pipe

Proposed Dia. (in)	15	Priority	Development Need
Exist. Dia. (in)	12	Length (lf)	1219+/-
MH (start)	981	MH (end)	976

Description	Cost
Pipe upsizing (parallel route) to increase capacity.	\$ 646,070





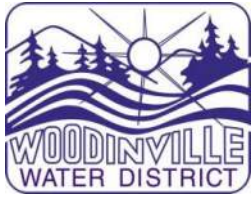
## **Appendix E – Financial**

**2021-2022 Budget**

**Connection Fees**

**KC Capacity Charge**

**Central Business District – Capacity Improvement  
Charge**



## WOODINVILLE WATER DISTRICT

17238 N.E. Woodinville-Duvall Road  
P.O. Box 1390  
Woodinville, Washington 98072-1390  
(425) 487-4100  
FAX (425) 485-6381

### COMMISSIONERS

Chuck Clarke  
Dale Knapinski  
Pamela J. Maloney  
Tim Schriever  
Karen Steeb

### GENERAL MANAGER

Patrick Sorensen

Dear Woodinville Water District Rate Payers:

The Woodinville Water District Biennial Budget represents the proposed fiscal plans for both the 2021 and 2022 calendar years. The District prepares and adopts a 2-year operating and capital improvement budget. This budget is the culmination of a collaborative effort between the Board of Commissioners and District staff and aligns with the District's mission to provide the best possible water and sewer services to District ratepayers (our customers) in a cost-efficient manner. This budget was developed around touchstones of the District's financial policies, which embody the principals that guide District budgeting and long-term financial management, reinforcing the key values of fiscal prudence, pay-as-you go funding to the extent practical, and strong stewardship through following asset management practices.

Through adherence to its conservative fiscal policies and an adopted two-year rate schedule, the District enters 2021 with stable revenue projections that enable continued maintenance of fully funded operational and contingency reserves. Utility rate revenues make up most of overall District revenues which have been projected in accordance with the Board-adopted, two-year rate schedule. Development fees collected through new home starts, remodels, and other commercial development during the budget cycle of 2021 – 2022 will most likely continue to be somewhat reduced or moderated because of the economy impacted from the ongoing Pandemic. Increased conservation efforts by the general public, homes with high-efficiency plumbing fixtures and appliances that save water along with enhanced development standards have reduced overall water usage by the general public despite continued population growth in the District. This is a trend that will likely continue resulting in either reduced or stunted water use revenues. As a result, the 2021 – 2022 Budget anticipates continued growth, yet also maintains a conservative approach in accounting for these revenues while also insuring that needed operational, capital improvement, and fund reserve requirements are maintained.

The budget includes approximately \$56.0 million in expenses over two years, which is comprised of operating budgets of \$ 30.3 million and \$ 12.3 million for the water and sewer utility respectively. The water utility budget also includes a capital investment budget of approximately \$ 11.2 million and a sewer capital investment budget of approximately \$2.2 million.

Despite accommodating staff salary cost-of-living adjustments and benefit increases, increased liability insurance cost brought on by world market forces, funding a previously approved (FY 2019 – 2020) Engineer position, and adding an entry level Utility Worker in 2022, the 2021 – 2022 Budget increases overall by approximately 4.9% relative to the 2019 – 2020 budget cycle. To maintain the District's multi-year capital improvement programs of continued investments in our water and sewer system infrastructure, the Engineering, IT., and Operations Department's will continue to aggressively manage our full slate of projects identified in both our Water and Sewer Comprehensive Plans. Some of these water and sewer capital improvement projects over the next two years are needed to maintain and improve upon the efficiency of our utility systems include; completing the Hollywood Reservoir improvements, finishing the 144<sup>th</sup> Avenue NE water line upsizing project, beginning the James Bard Reservoir upgrade improvements, completing the Siphon I sewer project, initiating the Siphon II sewer work, and initiating and completing the Kingsgate Standpipe construction project. Additional investments will also include the completion of the Sewer Comprehensive Plan Update, the purchase of a small "jetter" truck in the Operations Department capable of cleaning out utility lines in densely developed areas, installing both material and vehicle/equipment carports in the Operations Department yard

capable of protecting District equipment from the elements, replacing the outdated financial management software system, and building a turn lane in front of the District's Office & Operations Buildings on the Woodinville – Duvall Road. This later project is a consequence of the growing traffic safety issues impacting employees, customers, and the general public trying to go in and out of the District's business complex. The District will also continue to work with the City of Woodinville in their efforts to upgrade the sewer system down NE 175<sup>th</sup> Street in association with higher density development. In addition, the District will be investing in professional consulting services needed to better develop our Asset Management program, enhance and identify our future I.T. needs, replacing older systems, and identify risk and resiliency issues associated with water and sewer lines and pump stations as it relates to earthquake vulnerabilities.

The 2021 – 2022 budget has been carefully crafted to emphasize the Board's service priorities while deploying resources in a manner that assures a firm foundation that maintains a positive cash balance at the end of the budget cycle. As a result, the proposed budget maintains reserves at levels defined by District financial policies, while maintaining adequate operating capital and investing in critical infrastructure improvements that are aimed at prolonging the life of our assets. The 2021 – 2022 capital improvement program reflects a combination of a pay-as-you-go approach and appropriate debt service funded through both District rates and collected development fees. These important and required investments over the next two years through both operations and capital improvements can be attributed to both a pre-existing and ongoing commitment to long range planning and disciplined fiscal policies and management.

Forecasting resources, preparing the budget, monitoring its implementation, and assuring accountability and transparency, all while completing day-to-day work functions, takes an exceptional group of professionals. I want to thank District staff, all of whom had a hand in development of the 2021 – 2022 Budget. I also want to thank the Board of Commissioners, whose leadership and policy direction has placed the District in a position that enables many of the progressive investments found in this budget. Lastly, I want to thank the District's customers (ratepayers) for their ongoing support of the Woodinville Water District.

Respectfully submitted,

Patrick Sorensen  
General Manager

# Budget Overview

## I. Introduction

The District implements a budgeting strategy that has each department budgeting at the “program” level, with the sum of each program being presented as a departmental level summary table. This strategy was implemented to allow budget monitoring at the level at which the District operates. By budgeting at the program level, District staff is more easily able to monitor the true costs of this activity. For example: The IT Department now tracks GIS costs as a separate program. Each Departmental program is shown discretely within the budget.

The tables throughout the **Budget Overview** and in other sections of the document compare the 2019 actual and the 2020 Adopted Budget to the 2021 & 2022 Proposed Budgets. Additional details are available for comparison within the body of the document. Each department has a departmental total that is the sum of each program and each program is presented discretely with summary level expenses proposed and totals that compare the 2021 and 2022 budgeted totals to 2019 actual and estimated 2020 year-end expenses. It should be noted that 2019 actual wholesale water purchase totals and estimated 2020 purchase totals reflect wetter than average summers, and that 2020 numbers reflect water sales during the Covid pandemic – an event that moves the District into “uncharted territory”.

### Combined Water & Sewer Fund Summary

Table 1 shows a comparison between the District’s 2019 actual expenses, the 2020 adopted budget, and 2021 & 2022 proposed annual budget totals for the Water and Sewer Maintenance and Construction funds. Details regarding the factors that have contributed to changes in each of the funds in 2021 & 2022 are described next in **Section III - Budget Summaries by Individual Funds**. However, in general, some common themes have emerged for the current budget period: 1) Medical insurance premiums will increase an average of 7.5% in 2021 across all departments. The increase in 2022 is currently unknown but has also been budgeted at 7.5%. 2) SPU’s decision to freeze wholesale results in response to its true-up required to be performed every three years and also in response to the pandemic. 3) The addition of two new FTE positions: 1 in engineering in 2021 and 1 in operations in 2022. In total, the operating budget for 2021 increases expenses by approximately 2.1% from the adopted 2020 budget. This change is lower than recent years and is primarily a result of SPU’s raise freeze. Other factors in the increase includes the purchase of a new ‘jetter’ truck, increased water capital spending due to a revised water services comprehensive plan and increased spending in sewer capital. Finally, a 5.6% increase in wholesale sewage treatment costs from King County is also a contributing factor, though those costs are passed through to sewer customers.

**Table 1**  
**Total 2021 & 2022 Proposed Budget by Fund**

Funds	2019 Actuals	2020 Adopted Budget	2021 Proposed Budget	Annual Budget Increase/ (Decrease)	Annual % Increase/ (Decrease)	2022 Proposed Budget	Annual Budget Increase/ (Decrease)	Annual % Increase/ (Decrease)
Water Maint.	\$ 13,720,281	\$ 14,823,773	\$ 15,130,299	\$ 306,526	2.1%	\$ 15,067,472	\$ (62,828)	(0.4%)
Sewer Maint.	5,514,652	5,741,053	6,141,509	400,456	7.0%	6,186,559	\$ 45,049	0.7%
<b>Total Oper. Budget</b>	<b>\$ 19,234,933</b>	<b>\$ 20,564,826</b>	<b>\$ 21,271,808</b>	<b>\$ 706,982</b>	<b>3.4%</b>	<b>\$ 21,254,031</b>	<b>\$ (17,779)</b>	<b>(0.1%)</b>
Water Const.	7,172,093	4,541,588	5,778,367	1,236,779	27.2%	5,391,522	\$ (386,845)	(6.7%)
Sewer Const.	872,368	1,049,900	1,061,925	12,025	1.1%	1,189,200	\$ 127,275	12.0%
<b>Total Budget Before Reserves</b>	<b>\$ 27,279,394</b>	<b>\$ 26,156,314</b>	<b>\$ 28,112,100</b>	<b>\$ 1,955,786</b>	<b>7.5%</b>	<b>\$ 27,834,752</b>	<b>\$ (277,349)</b>	<b>(1.0%)</b>



### III. Budget Summaries by Individual Fund

This section contains summaries of the individual Water and Sewer operating budgets and comments regarding changes to major budget components.

#### Water Operations

**Table 2**  
**Water Maintenance Fund**  
**2021 & 2022 Proposed Budget Summary**

	2019 Actual	2020 Adopted Budget	2021 Proposed Budget	Annual Budget Change	Annual % Change	2022 Proposed Budget	Annual Budget Change	Annual % Change	Total 2-year % Change
Wholesale Costs	\$ 3,754,963	\$ 4,321,702	\$ 3,732,525	\$ (589,177)	(13.6%)	\$ 3,770,942	\$ 38,417	1.0%	(12.7%)
State Excise Tax	683,121	686,500	664,000	(22,500)	(3.3%)	669,700	5,700	0.9%	(2.4%)
<b>Discretionary Expenses:</b>									
General Administration	1,178,967	950,588	1,533,191	582,603	61.3%	1,514,675	(18,516)	(1.2%)	59.3%
Finance	1,170,447	1,436,395	1,211,045	(225,350)	(15.7%)	1,269,884	58,839	4.9%	(11.6%)
Water Operations	2,402,902	2,592,291	2,851,017	258,726	10.0%	2,983,289	132,272	4.6%	15.1%
IT & Customer Service	930,061	1,093,151	1,211,828	118,677	10.9%	1,136,894	(74,934)	(6.2%)	4.0%
Engineering	824,829	868,058	1,147,149	279,091	32.2%	1,174,064	26,915	2.3%	35.3%
<b>Subtotal Discretionary Expenses</b>	<b>\$ 6,507,206</b>	<b>\$ 6,940,483</b>	<b>\$ 7,954,229</b>	<b>\$ 1,013,746</b>	<b>14.6%</b>	<b>\$ 8,078,807</b>	<b>\$ 124,578</b>	<b>1.6%</b>	<b>16.4%</b>
Rate Stabilization	-	-	-	-	n/a	-	-	n/a	n/a
Indirect Cost Recovery	(1,141,395)	(1,139,782)	(1,243,547)	(103,765)	9.1%	(1,247,226)	(3,679)	0.3%	9.4%
Debt Service	1,034,497	1,032,981	934,047	(98,934)	(9.6%)	716,038	(218,009)	(23.3%)	(30.7%)
Capital Transfers from Rates	2,762,000	2,862,000	2,962,000	100,000	3.5%	3,062,000	100,000	3.4%	7.0%
Trsf to Equip. Replacement Resv	119,889	119,889	127,045	7,156	6.0%	127,045	-	0.0%	6.0%
<b>Total Budget Before Reserves</b>	<b>\$ 13,720,281</b>	<b>\$ 14,823,773</b>	<b>\$ 15,130,299</b>	<b>\$ 306,526</b>	<b>2.1%</b>	<b>\$ 15,177,306</b>	<b>\$ 47,007</b>	<b>0.3%</b>	<b>2.4%</b>

#### **Budget Highlights for Water Maintenance Fund:**

**Total Budget:** Over the two-year period, total Water Maintenance Fund expenses, including debt service payments and indirect cost recovery, are expected to increase by 1.6% with a 2.1% increase in 2021 and a 0.3% increase in 2022.

**Wholesale Costs:** In developing the projection of wholesale water costs over the past several years, the District reviewed recent years wholesale purchases and customer sales. Prior to 2019, water consumption has increased, principally due to hot and dry summers. This has resulted in higher wholesale water purchases. For both 2019 and 2020, the summers, while warm, were wetter than average, resulting in reduced wholesale water purchases (and therefore wholesale costs). In addition, the Covid pandemic does appear to have affected water consumption, as sales for 2020 are projected to be lower than any year since 2011. As a result, water projections for 2021 are approximately 173 million gallons less than 2020 budgeted volumes. Volumes for 2022 are projected to increase by just about 11.5 million gallons, an insignificant increase. Total projections are 1.175 billion gallons sold in 2021 and about 1.187 billion gallons in 2022. This results in approximately 1.923 million CCFs in 2019 and 1.938 million CCFs in 2020 in wholesale water purchases. SPU has is currently projecting no wholesale water rate increases for the period 2021 – 2024, inclusive.

**“Discretionary” Expenses:** Table 2 shows discretionary spending by department. These expenses include employee salaries & benefits, fuel, operating supplies, repair and maintenance services, professional services and other expenses that District management has direct influence over in matters such as quantities purchased and timing of purchases.

Discretionary expenses are budgeted to increase approximately 16.4 % over the two-year budget period with an 14.6% increase in 2021 and an increase of 1.6% in 2022. The primary causes of the increase in 2021 are related to District hiring an additional project engineer, capital requests from the operations department including the purchase of a "jetter" truck estimated at \$320,000, and increases in medical insurance coverage for District staff. Many of the increases are "one-time" and will not be repeated in 2022, resulting in a much smaller 0.2% increase in discretionary expenses in that year. In 2022, the operations department will add one FTE but the increase in wages and salaries expense are offset by reductions in spending in other departments.

General & Administration: Budgeted 2021 discretionary expenses are up approximately 61.3% compared to budgeted 2020 totals due principally to a departmental restructure that moved two finance staff employees to the G&A department and salary adjustments to one of the positions. Budgeted 2022 expenses show a very small decrease of approximately 1.2% which is principally account for a one-time expense in 2021 (the risk & resiliency study) that was not repeated in 2022.

Finance: The Finance Department's proposed budgeted expenses for 2020 decreased approximately 15.7% from 2020 budget totals. The decrease is principally related to the departmental restructuring discussed in the G&A section above and which occurred half-way through the 2019 – 2020 budget cycle. For 2022, the department shows a much relatively modest 4.9% increase in discretionary spending, primarily related to increases in employee benefits costs and inflationary adjustments to individual budget line items. Overall, the two-year budget decrease is about 11.6%, including department realignment related costs.

Water Operations: Discretionary spending is budgeted to increase by 10.0% in 2021 and then increase about 4.6% in 2022. For 2021, the primary driver of increased costs is the purchases of several previously unbudgeted items such as the "jetter" truck and construction of car ports in the District's service yard. For 2022, the overall increase of 4.6% is attributed to inflationary adjustments to individual line items in the 2021 budget and the addition of a new FTE position.

IT Department: The IT department's 2021 budget shows an increase of 10.9% from 2020's budgeted expenses. In 2021, the IT department has budgeted for an asset management system, an IT master plan, and additional consulting costs related to the District's conversion from MUNIS to Caselle for ERP needs. In 2022, Budgeted expenses decline by approximately 6.2% as the 2021 "one off" items are not repeated. Over the two-year period, IT is budgeting for an increase of 4.0% in expenses.

Engineering: The engineering department's proposed discretionary budget is increased by 32.2% in 2021 from budgeted 2020 totals and then increases about 2.3% from 2021 proposed budget to 2022 proposed budget. The 2021 increase is primarily related to increased workloads that resulted when the District revised its Comprehensive Services Plan (comp plan). This will result in the need for an additional FTE as well as increased budgeting for outsourced general engineering consulting. 2023's increase of 2.3% is mostly related to inflationary increases in salary and benefit costs.

Indirect Cost Recovery: This category covers reimbursement to be received from Sewer Maintenance for designated G&A, Finance, Water Operations, IT, and Engineering administrative expenses; and recovery of employee labor and overhead amounts that will be billed to capital and developer projects. The budget calls for a net increase of 9.1% or \$103,795 in 2021 and a 0.3% or \$3,679 increase in 2022 for Indirect Overhead Charges to the Sewer operations fund. The district reevaluated true over-head costs during the development of the 2021 – 2022 budget and supporting rate schedule. District staff believes the updated overhead allocation more accurately reflects the District's true cost of supporting sewer operations.

Capital Transfer from Rates: Funding of capital projects includes a continued funding stream from rates in an amount at least equal to the annual depreciation of assets in the water utility. In addition, additional funds are transferred, as available, from the operating reserve to reduce or delay the need for issuance of new debt to fund the capital program.

## Sewer Operations

**Table 3**  
**Sewer Maintenance Fund**  
**2021 & 2022 Proposed Budget Summary**

	2019 Actual	2020 Adopted Budget	2021 Proposed Budget	Annual Budget Change	Annual % Change	2022 Proposed Budget	Annual Budget Change	Annual % Change	Total 2-year % Change
King County Wastewater Treatment Costs	\$ 3,827,307	\$ 3,858,394	\$ 4,165,379	\$ 306,985	8.0%	\$ 4,178,016	\$ 12,637	0.3%	8.3%
State Excise Tax	(21,792)	75,082	44,016	(31,066)	(41.4%)	44,182	166	0.4%	(41.2%)
<b>Discretionary Expenses:</b>									
Sewer Operations	411,557	537,650	473,767	(63,883)	(11.9%)	485,235	11,468	2.4%	2.1%
<b>Subtotal Operations and Maintenance Expense</b>	<b>\$ 4,217,072</b>	<b>\$ 4,471,126</b>	<b>\$ 4,683,162</b>	<b>\$ 212,036</b>	<b>4.7%</b>	<b>\$ 4,707,433</b>	<b>\$ 24,271</b>	<b>0.5%</b>	<b>5.3%</b>
Indirect Cost Recovery	723,935	680,182	765,337	85,155	12.5%	769,016	3,679	0.5%	13.1%
Capital Transfers from Rates	537,900	554,000	632,800	78,800	14.2%	649,900	17,100	2.7%	17.3%
Trsf to Equip. Replacement Resv	35,745	35,745	60,210	24,465	68.4%	60,210	-	0.0%	68.4%
<b>Total Budget Before Reserves</b>	<b>\$ 5,514,652</b>	<b>\$ 5,741,053</b>	<b>\$ 6,141,509</b>	<b>\$ 400,456</b>	<b>7.0%</b>	<b>\$ 6,186,559</b>	<b>\$ 45,050</b>	<b>0.7%</b>	<b>7.8%</b>

### Budget Highlights for Sewer:

**King County Wastewater Treatment:** In 2021, the County is increasing the rate per Equivalent Residential Unit (ERU) from \$45.33/month to \$47.87/month, effective January 1, 2021. The County has stated that they intend to maintain the new rate through 2022. The County also bills the District for specific customers that remain subject to the Industrial Waste surcharge which the District passes-through to each ratepayer subject to the charge.

**“Discretionary” Expenses:** As is true with discretionary expenses in the water department, discretionary expenses in the sewer department include employee salaries and benefits, supplies, repair and maintenance, professional services, and other expenses that District management has direct influence over matters such as timing and quantities purchased.

For 2021, the department shows a budget increase of about 4.7% when compared to budgeted 2020 totals. However, when excluding the increase in County disposal fees, the change becomes a decrease of nearly 12%, from 2020 budgeted totals. Discretionary expenses for 2022 are about 2.8% more than the adopted 2021 budget amounts. For 2021, the principle decrease is due to a large reduction in the amount of Public Utility Tax the District must pay annually. In 2019 and early 2020, the District was audited by the Washington State Department of Revenue and in which resulted in permanent reductions in the amount of sewer PUT the district will pay annually. For 2022, the increase in discretionary expenses is the result in inflationary pressures related to wages and benefits.

**Indirect Cost Recovery:** As commented under the **Budget Highlights for Water**, indirect costs increase by a rather robust 12.5% in 2021 when compared to 2020 budget. The principle reason is the addition of a new, full-time project engineer, resulting in more indirect cost allocation base. This change is based on an analysis of actual overhead expenses incurred in support of the sewer operations department. Including Capitalized Salaries, indirect cost recovery for 2021 is 12.5% more 2020 budgeted amounts and up just 0.5% for 2022. This increase is much lower in 2022 due to no new administrative staff positions and no sizeable increases in salary and benefit costs for existing staff or other administrative expenses included in these charges.

**Capital Transfers from Rates:** The capital transfer from sewer rate revenues will increase by \$78,800 (14.2%) in 2021 and by \$17,100 (2.7%) in 2022. Board of Commissioner direction to staff in previous budget cycles was to continue adding funds each year to reach a target level equal to annual sewer depreciation expense by the end of 2015. This

goal was reached in the 2017 – 2018 and this budget’s increases allow the District to continue to fund depreciation through rates.

#### IV. District Water/Sewer Rates

This section outlines our adopted Water and Sewer rate increases, current rate projections and highlights key factors impacting those rate projections.

##### Adopted Water Rates

##### *Annual Consumption/Water Sales Volumes:*

Projected water sales volume plays an important role in forecasting the level of required annual rate adjustments. Table 4 shows actual/projected consumption by rate category for the current and previous three years (2017 – 2019), and projected consumption levels for 2020, 2021, and 2022. Based on trends in water consumption; conservation, and reduced demand due to weather and Covid, the District is projecting a 12.9% decrease in water sales for 2021 (from 2020 budget) and an extremely insignificant increase of just under 1.0% for 2022. Minor growth in the number of customer accounts account for 2022’s projected increase in water volume sales. The District’s modified seasonal pricing structure has resulted in greater revenue and cash flow stability since its implementation. This structure, first introduced during the 2013 – 2014 budget period, is being modified in the 2021 – 2022 budget period. The revision to the rate structured adopted in 2013 – 2014 recognizes that many of the District’s expenses are fixed and will be incurred irrespective of weather or economic conditions. The structure attempts to shift more of those costs into predictable, flat-rate meter charges.

**Table 4**  
**Water Sales Volumes (CCF) by Rate Categories**

<b>Rate Category</b>	<b>2017 Actual CCF</b>	<b>2018 Actual CCF</b>	<b>2019 Actual CCF</b>	<b>2020 Budgeted CCF</b>	<b>2021 Projected CCF</b>	<b>2022 Projected CCF</b>
Seasonal Consumption						
0 - 2 CCF	153,725	155,208	156,519	153,347	144,504	145,949
> 2 CCF - 25 CCF	856,675	847,811	829,052	864,233	821,746	829,687
> 25 CCF ECC	301,535	269,338	214,695	278,147	149,217	150,708
<b>Total Residential Consumption</b>	<b>1,311,935</b>	<b>1,272,357</b>	<b>1,200,266</b>	<b>1,295,727</b>	<b>1,115,467</b>	<b>1,126,344</b>
Non-Residential Accounts	406,563	391,641	392,817	420,971	386,392	390,254
Irrigation Consumption	93,910	98,787	86,484	86,004	69,111	69,802
<b>Total Annual Consumption</b>	<b>1,812,408</b>	<b>1,762,785</b>	<b>1,679,567</b>	<b>1,802,702</b>	<b>1,570,970</b>	<b>1,586,400</b>
<b>Annual Change in CCF</b>		<b>(49,623)</b>	<b>(83,218)</b>	<b>123,135</b>	<b>(231,732)</b>	<b>15,430</b>



As shown in Table 5 under projected rate increases, annual water revenues are not expected to fully cover projected expenses in years 2021 – 2022, inclusive. District reserves will be drawn down in those years to cover the deficits. 2021's projected operating deficit is nearly \$1 million while 2022's deficit is a much smaller \$116,163. Sufficient funds are available in the Water Operating Reserve to offset any differences between revenues and expense and both years' operating deficits will be recovered. In addition, funds collected for the Excess Capacity Charge reserve are neither budgeted nor earmarked. These funds can be used as directed by the Board of Commissioners in a manner consistent with District Resolution #3843. Previous uses have included the transfer of funds collected to the District's Water Capital fund, which has helped defer the need for additional debt.

**Table 5**  
**Water Maintenance Fund**  
**Rate Forecast**

<b>Revenue/Expense Category</b>	<b>2020 Adopted Budget</b>	<b>2021 Proposed Budget</b>	<b>2022 Proposed Budget</b>	<b>2023 Forecast</b>	<b>2024 Forecast</b>	<b>2025 Forecast</b>	<b>2026 Forecast</b>
Annual Rate Increase	2.9%	6.0%	6.0%	4.5%	4.5%	4.0%	4.0%
Annual Rate Revenue (Including Rate Increases)	\$ 14,453,135	\$ 13,995,198	\$ 14,962,176	\$ 15,767,859	\$ 16,619,261	\$ 17,432,875	\$ 18,285,346
Other Revenue	565,157	576,649	578,897	587,554	597,268	606,872	617,271
Total Operating Revenue	\$ 15,018,292	\$ 14,571,847	\$ 15,541,073	\$ 16,355,412	\$ 17,216,529	\$ 18,039,747	\$ 18,902,617
Total Operating Expenses/ Transfers	(15,145,081)	(15,550,828)	(15,657,236)	(16,136,580)	(17,197,432)	(17,823,865)	(18,361,347)
<b>Annual Surplus/(Deficit) 1</b>	<b>\$ (126,789)</b>	<b>\$ (978,981)</b>	<b>\$ (116,163)</b>	<b>\$ 218,832</b>	<b>\$ 19,097</b>	<b>\$ 215,882</b>	<b>\$ 541,270</b>
Amt to Transfer From/(To) Operating Reserve (1)	\$ 126,789	\$ 978,981	\$ 116,163	\$ (218,832)	\$ (19,097)	\$ (215,882)	\$ (541,270)

1 Revenues ,including rate increases, will not equal or exceed annual expenditures/transfers in all years due to "smoothing" annual rate increases over the forecast period and using Reserve funds in some years to cover a portion of expenses to achieve an ending Operating Reserve balance consistent with target levels under District financial policies

Water revenue requirements are projected to increase by approximately 6.0% in both 2021 and 2022, by 4.5% in both 2023 and 2024, and a smaller 4.0% in 2025 and 2026. These rate projections are higher than were projected in the 2019 – 2020 budget due to lower water volume sales related to weather and the pandemic.

The District is projected to need additional debt funding of water capital improvement projects in 2021 and beyond. Current modeling projects the need for approximately \$5.5 million in new capital funding in 2021, with an additional \$5 million needed in 2024 and in 2027.

## Adopted Sewer Rates

Table 6 shows the adopted and proposed sewer rates for 2021 through 2026 and provides a comparison of revenues and expenses, and Operating Reserve status for the Sewer Maintenance Fund for those years. As the data shows, based on projected rates for 2021 through 2026, annual sewer revenues are expected to cover projected expenses in each year, with just very minor operating deficits projected in 2021, 2023, and 2025. This is the result of conservative expense budgeting and the addition of more than 300 new District sewer customers during the 2015 – 2018 time period. Rate increases during the 2021 – 2026 period are projected to be very modest at 3.0% per year, excluding increases in County sewage treatment fees. District rate increases of 3.0% are at or below the rate of inflation for the foreseeable future.

**Table 6**  
**Sewer Maintenance Fund**  
**Rate Forecast**

<b>Revenue/Expense Category</b>	<b>2020 Adopted Budget</b>	<b>2021 Proposed Budget</b>	<b>2022 Proposed Budget</b>	<b>2023 Forecast</b>	<b>2024 Forecast</b>	<b>2025 Forecast</b>	<b>2026 Forecast</b>
District Annual Rate Increase	0.0%	3.0%	3.0%	3.0%	3.0%	3.5%	3.5%
County Annual Rate Increase	0.0%	5.6%	0.0%	15.0%	0.0%	15.0%	0.0%
Total Annual Rate Increase	0.0%	4.6%	1.1%	10.5%	1.1%	10.9%	1.2%
Annual Rate Revenue (Including Rate Increases)	\$ 5,838,362	\$ 6,174,911	\$ 6,255,998	\$ 6,874,907	\$ 6,970,614	\$ 7,694,563	\$ 7,796,224
Other Revenue	17,973	8,008	7,939	7,957	7,967	7,998	8,019
Total Operating Revenue	\$ 5,856,335	\$ 6,182,920	\$ 6,263,937	\$ 6,882,864	\$ 6,978,582	\$ 7,702,561	\$ 7,804,242
Total Operating Expenses/ Transfers	(5,741,054)	(6,210,745)	(6,256,796)	(6,888,533)	(6,976,454)	(7,704,390)	(7,800,666)
<b>Annual Surplus/(Deficit)</b>	<b>\$ 115,281</b>	<b>\$ (27,826)</b>	<b>\$ 7,141</b>	<b>\$ (5,669)</b>	<b>\$ 2,128</b>	<b>\$ (1,828)</b>	<b>\$ 3,577</b>
Amt to Transfer From/(To) Operating Reserve	\$ (115,281)	\$ 27,826	\$ (7,141)	\$ 5,669	\$ (2,128)	\$ 1,828	\$ (3,577)

An overall 4.6% and 1.1% increase in sewer rates is proposed for 2021 and 2022 respectively. However, the two components of those rates discussed below, appear separately on the customer's bill and are computed separately to cover different budget elements.

"District" Sewer Rates: This rate pays for local operating expenses, reserves and capital contributions. As shown in Table 6, the District projects modest increases of 3.0% in District rates through 2024. As discussed throughout the budget, the District has increased the number of sewer customers by approximately 300. This represents an over 10% increase in the number of sewer customers served and allows the District to distribute its fixed costs of sewer operations among a larger group of customers. This, and more accurate accounting of staff expenditures related to sewer operations result in the District being able to hold District sewer rates increases to the inflation rate or below

for the foreseeable future. An additional factor is the sewer fund no longer has any outstanding debt issues, the final one being retired at the end of 2018.

County Sewer Rate increase: These rates cover what the District pays King County for providing regional wholesale sewage treatment. Residential customers are billed a “fixed” charge equal to the rate that King County bills the District per dwelling unit for related services. For non-residential customers, the District charges a County “volume rate” on customer actual water volumes excluding irrigation. There will be a 5.6% average increase in the King County sewer billing rate in 2021 and the County has indicated that rates will be stable for 2022.

## V. Capital Budget Summaries

This section contains summaries and brief comments regarding amounts included in the 2019 & 2020 Water and Sewer capital budgets.

**Table 7**  
**Water Construction Fund**  
**2021 & 2022 Proposed Budget Summary**

	2019 Actual	2020 Adopted Budget	2021 Proposed Budget	Annual Budget Increase	Annual % Increase	2022 Proposed Budget	Annual Budget Increase	Annual % Increase
Capital Project Expenses	\$ 6,472,326	\$ 4,285,488	\$ 5,211,292	\$ 925,804	21.6%	\$ 4,959,222	\$ (252,070)	(4.8%)
Capital Technology Purchases	206,432	56,100	263,075	206,975	368.9%	159,800	(103,275)	(39.3%)
Equipment Replacement Purchases	493,335	200,000	304,000	104,000	52.0%	272,500	(31,500)	(10.4%)
<b>Total Budget Before Reserves</b>	<b>\$ 7,172,093</b>	<b>\$ 4,541,588</b>	<b>\$ 5,778,367</b>	<b>\$ 1,236,779</b>	<b>27.2%</b>	<b>\$ 5,391,522</b>	<b>\$ (386,845)</b>	<b>(6.7%)</b>

**Table 8**  
**Sewer Construction Fund**  
**2021 & 2022 Proposed Budget Summary**

	2019 Actual	2020 Adopted Budget	2021 Proposed Budget	Annual Budget Increase	Annual % Increase	2022 Proposed Budget	Annual Budget Increase	Annual % Increase
Capital Project Expenses	\$ 792,165	\$1,040,000	\$ 677,500	\$ (362,500)	(34.9%)	\$1,141,000	\$ 463,500	68.4%
Rate-funded Equipment	80,203	-	338,000	338,000	n/a	20,000	(318,000)	(94.1%)
Automation System Upgrades & Replacements	-	9,900	46,425	36,525	368.9%	28,200	(18,225)	(39.3%)
<b>Total Budget Before Reserves</b>	<b>\$ 872,368</b>	<b>\$1,049,900</b>	<b>\$1,061,925</b>	<b>\$ 12,025</b>	<b>1.1%</b>	<b>\$1,189,200</b>	<b>\$ 127,275</b>	<b>12.0%</b>

## **Capital Budget Highlights:**

**Overall Capital Spending:** As indicated, budgeted capital project expenditures in 2021 & 2022 for Water will increase from the 2020 budget due to the District evaluating the improvements that need to be made to the system based on a Water Services Study completed in 2018 and also by reallocating projects to more accurately reflect when the money will be spent. For 2021 Sewer capital spending decreases as the District made a substantial capital purchase (hydro excavator truck) in 2020 that will not be repeated in 2021. The District is currently completing a new sewer comprehensive needs study (comp plan) and expects sewer capital spending to increase over the next several years.

**Rate-funded Equipment:** Amounts budgeted in each utility include specific equipment requested by individual departments plus a share of the cost of replacing central computer network/telephone system components. A total of \$951,500 is budgeted in 2021 and \$480,500 in 2022 for both utilities.

In Water, the adopted capital equipment amount is \$304,000 in 2021 and \$22,500 in 2022 for various items requested by Water Operations to support their annual programs/activities. The Water Department's share of the central network purchases is \$263,075 in 2021 and \$159,800 in 2022.

For Sewer, the adopted capital equipment amount is \$338,000 in 2021 and \$20,000 in 2022 for items requested by Sewer Operations to support their annual programs/activities. The Sewer Department's share of central network equipment purchases is \$46,425 in 2021 and \$28,200 in 2022.

Specific equipment items that each department plans to purchase in 2021 & 2022 are provided in the respective construction fund section containing that department's capital budget information. Requested amounts typically fluctuate each year based on specific items needed to support each utility's annual operating/administrative activities.

**Automation System Upgrades & Replacements:** Amounts budgeted in 2021 & 2022 in the Water and Sewer capital funds include contributions toward the cost of maintaining and upgrading the District's current Financial Information System (MUNIS) software, funding the MUNIS replacement which is expected to go live in early 2022 (Caselle), resources needed to continue support for District GIS project development, as well as amounts needed to replace District computers, printers, copiers and related items as those currently in service reach the ends of their useful lives. Details of items requested appear in the IT section of the budget.

**Equipment Replacement Purchases:** It is budgeted that the District's water operations department will need to replace one fleet vehicle in 2022, and will purchase a "jetter" truck in 2021 for assistance with downtown sewer flushing projects. The "jetter" is projected to cost \$320,000 in 2021. The costs are funded through transfers from the Water and Sewer Equipment Replacement Reserves to replace items which are past their useful life and requiring frequent maintenance/repairs.

**Water Capital Projects:** Significant Water capital projects budgeted in 2021 & 2022 include completion of Hollywood Reservoir Improvements, construction of a new Standpipe at the Kingsgate reservoir site, and improvements to the James Bard reservoir site. Spending for the two-year budget cycle is estimated at nearly \$11.2 million. Further information regarding budgeted amounts for water capital projects are provided in the **Water Construction Fund** section.

**Sewer Capital Projects:** Significant sewer capital outlays budgeted for the 2021 and 2022 period include completion of the District's sewer comp plan, completion of the "siphon 1" and "siphon 2" rehabilitation projects, the NE 175<sup>th</sup> ST sewer pipe bursting/pipe relining project and a system expansion between Vintners Place and Marinwood. Smaller amounts are budgeted for miscellaneous projects and District participation in developer extensions. Further details regarding budgeted amounts for planned sewer projects are provided in the **Sewer Construction Fund** section.



**THIS PAGE LEFT INTENTIONALLY BLANK**

**Woodinville Water District  
2019 Adopted Budget  
Water Rate Summary (1)**

	<b>Fixed Monthly Charge</b> (3/4" Meter)	<b>Volume Charges:</b>		<b>Excess Capacity Charge per GAL</b> > 18,700 Gal
<b>Residential Customers</b>		<b>0 - 1,496 Gal</b>	<b>&gt; 1,496 Gal</b>	
Winter Rates	\$ 21.90	\$ -	\$ 0.00678	\$ 0.00348
Summer Rates	\$ 21.90	\$ -	\$ 0.00846	\$ 0.00348
		<b>Up to Winter Average</b>	<b>Over Winter Average</b>	
<b>Non-Residential Customers</b>	\$ 21.90	\$ 0.00627	\$ 0.00687	
		<b>All Usage</b>		
<b>Irrigation</b>	\$ 21.90	\$ 0.01194		

(1) Water rates shown above reflect the District's seasonal pricing methodology and represent an estimated 2.9% increase in revenues (including the excess capacity charge) from 2018 adopted rates.

**2020 Adopted Budget  
Water Rate Summary (1)**

	<b>Fixed Monthly Charge</b> (3/4" Meter)	<b>Volume Charges:</b>		<b>Excess Capacity Charge per GAL</b> > 18,700 Gal
<b>Residential Customers</b>		<b>0 - 1,496 Gal</b>	<b>&gt; 1,496 Gal</b>	
Winter Rates	\$ 22.55	\$ -	\$ 0.00698	\$ 0.00358
Summer Rates	\$ 22.55	\$ -	\$ 0.00870	\$ 0.00338
		<b>Up to Winter Average</b>	<b>Over Winter Average</b>	
<b>Non-Residential Customers</b>	\$ 22.55	\$ 0.00646	\$ 0.00707	
		<b>All Usage</b>		
<b>Irrigation</b>	\$ 22.55	\$ 0.01229		

(1) Water rates shown above reflect the District's seasonal pricing methodology and represent an estimated 2.9% increase in revenues (including the excess capacity charge) from 2019 adopted rates.

**Woodinville Water District  
2021 Adopted Budget  
Water Rate Summary (1)**

	<b>Fixed Monthly Charge</b>	<b>Volume Charges:</b>		<b>Excess Capacity Charge per GAL</b>
	<b>(3/4" Meter)</b>	<b>0 - 1,496 Gal</b>	<b>&gt; 1,496 Gal</b>	<b>&gt; 18,700 Gal</b>
<b>Residential Customers</b>				
Winter Rates	<b>\$ 26.05</b>	<b>\$ -</b>	<b>\$ 0.00698</b>	<b>\$ 0.00358</b>
Summer Rates	<b>\$ 26.05</b>	<b>\$ -</b>	<b>\$ 0.00870</b>	<b>\$ 0.00358</b>
		<b>Up to Winter Average</b>	<b>Over Winter Average</b>	
<b>Non-Residential Customers</b>	<b>\$ 26.05</b>	<b>\$ 0.00627</b>	<b>\$ 0.00687</b>	
		<b>All Usage</b>		
<b>Irrigation</b>	<b>\$ 26.05</b>	<b>\$ 0.01194</b>		

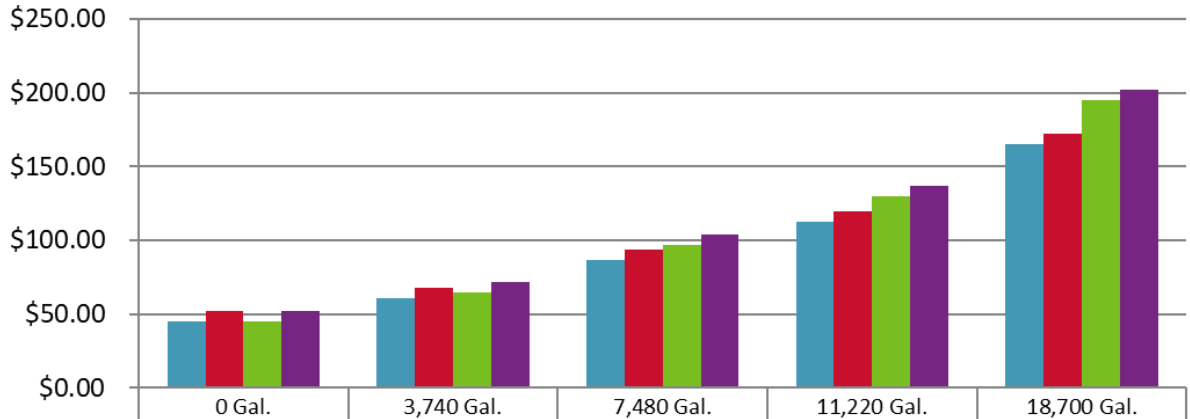
(1) Water rates shown above reflect the District's seasonal pricing methodology and represent an estimated 6.0% increase in revenues (including the excess capacity charge) from 2020 adopted rates.

**2022 Adopted Budget  
Water Rate Summary (1)**

	<b>Fixed Monthly Charge</b>	<b>Volume Charges:</b>		<b>Excess Capacity Charge per GAL</b>
	<b>(3/4" Meter)</b>	<b>0 - 1,496 Gal</b>	<b>&gt; 1,496 Gal</b>	<b>&gt; 18,700 Gal</b>
<b>Residential Customers</b>				
Winter Rates	<b>\$ 29.85</b>	<b>\$ -</b>	<b>\$ 0.00698</b>	<b>\$ 0.00358</b>
Summer Rates	<b>\$ 29.85</b>	<b>\$ -</b>	<b>\$ 0.00870</b>	<b>\$ 0.00358</b>
		<b>Up to Winter Average</b>	<b>Over Winter Average</b>	
<b>Non-Residential Customers</b>	<b>\$ 29.85</b>	<b>\$ 0.00646</b>	<b>\$ 0.00707</b>	
		<b>All Usage</b>		
<b>Irrigation</b>	<b>\$ 29.85</b>	<b>\$ 0.01229</b>		

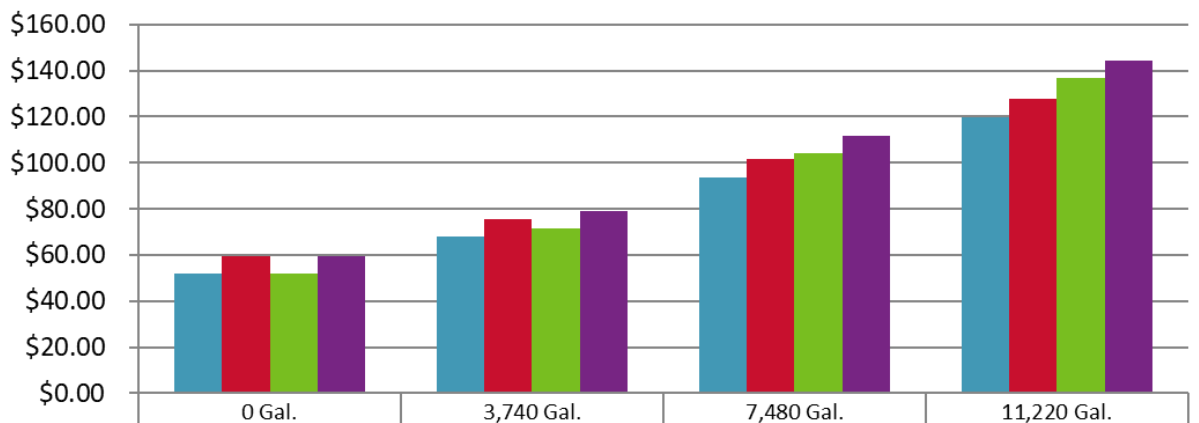
(1) Water rates shown above reflect the District's seasonal pricing methodology and represent an estimated 6.0% increase in revenues (including the excess capacity charge) from 2021 adopted rates.

## Scenario 2 - Alternative 2 2021 Bi-Monthly Bill Comparison



Present Rates (winter)	\$45.10	60.76	86.86	112.96	165.16
Proposed Rates (winter)	\$52.10	67.76	93.86	119.96	172.16
Present Rates (summer)	\$45.10	64.63	97.18	129.73	194.83
Proposed Rates (summer)	\$52.10	71.63	104.18	136.73	201.83

## Scenario 2 - Alternative 2 2022 Bi-Monthly Bill Comparison



Present Rates (winter)	\$52.10	67.76	93.86	119.96
Proposed Rates (winter)	\$59.70	75.36	101.46	127.56
Present Rates (summer)	\$52.10	71.63	104.18	136.73
Proposed Rates (summer)	\$59.70	79.23	111.78	144.33



**THIS PAGE LEFT INTENTIONALLY BLANK**

**Woodinville Water District  
2019 Adopted Budget  
Sewer Rate Summary**

Rate Category	2019 Monthly Rates	2020 Monthly Rates	% Increase/ Decrease
<b><u>Residential</u></b>			
King County Fixed Charge	\$ 45.33	\$ 45.33	0.0%
District Fixed Charge	\$ 27.15	\$ 27.15	0.0%
Total Monthly Charge	\$ 72.48	\$ 72.48	0.0%
<b><u>Non-Residential</u></b>			
<b>(Multifamily, Churches, Motels, Schools &amp; all other Commercial Customers)</b>			
King County Volume Charge (per gal)	\$ 0.007874	\$ 0.008075	2.6%
District Fixed Charge	\$ 27.15	\$ 27.15	0.0%
District Volume Rate per gal (over 11,220 gal)	\$ 0.003971	\$ 0.003971	0.0%

**2020 Adopted Budget  
Sewer Rate Summary**

Rate Category	2020 Monthly Rates	2021 Monthly Rates	% Increase/ Decrease
<b><u>Residential</u></b>			
King County Fixed Charge (1)	\$ 45.33	\$ 45.33	0.0%
District Fixed Charge	\$ 27.15	\$ 27.15	0.0%
Total Monthly Charge	\$ 72.48	\$ 72.48	0.0%
<b><u>Non-Residential</u></b>			
<b>(Multifamily, Churches, Motels, Schools &amp; all other Commercial Customers)</b>			
King County Volume Charge (per ccf)	\$ 0.008075	\$ 0.008075	0.0%
District Fixed Charge	\$ 27.15	\$ 27.15	0.0%
District Volume Rate per gal (over 11,220 gal)	\$ 0.003971	\$ 0.003971	0.0%

**Woodinville Water District  
2021 Adopted Budget  
Sewer Rate Summary**

Rate Category	2020 Monthly Rates	2021 Monthly Rates	% Increase/ Decrease
<b><u>Residential</u></b>			
King County Fixed Charge	\$ 45.33	\$ 47.87	5.6%
District Fixed Charge	\$ 27.15	\$ 27.96	3.0%
Total Monthly Charge	\$ 72.48	\$ 75.83	4.6%
<b><u>Non-Residential</u></b>			
<b>(Multifamily, Churches, Motels, Schools &amp; all other Commercial Customers)</b>			
King County Volume Charge (per gal)	\$ 0.007970	\$ 0.008510	6.8%
District Fixed Charge	\$ 27.15	\$ 27.15	0.0%
District Volume Rate per gal (over 11,220 gal)	\$ 0.003970	\$ 0.004090	3.0%

**2022 Adopted Budget  
Sewer Rate Summary**

Rate Category	2021 Monthly Rates	2022 Monthly Rates	% Increase/ Decrease
<b><u>Residential</u></b>			
King County Fixed Charge (1)	\$ 47.87	\$ 47.87	0.0%
District Fixed Charge	\$ 27.96	\$ 28.80	3.0%
Total Monthly Charge	\$ 75.83	\$ 76.67	1.1%
<b><u>Non-Residential</u></b>			
<b>(Multifamily, Churches, Motels, Schools &amp; all other Commercial Customers)</b>			
King County Volume Charge (per ccf)	\$ 0.008510	\$ 0.008510	0.0%
District Fixed Charge	\$ 27.15	\$ 28.80	6.1%
District Volume Rate per gal (over 11,220 gal)	\$ 0.004090	\$ 0.004210	2.9%

## General Administration Department 2021 - 2022 Budget Overview

	Budget Expenditures (Excl. Resvs)	Actual Expenditures	Budget vs Actual % Over/ (Under)	Staffing Level		
				FTE	% Increase/ (Decrease)	% Increase/ (Decrease)
2015	\$1,037,656	\$964,291	(7.1%)	3	0	0.0%
2016	\$1,116,551	\$1,028,055	(7.9%)	3	0	0.0%
2017	\$1,110,587	\$1,042,069	(6.2%)	2	(1)	(33.3%)
2018	\$1,116,551	\$1,094,350	(2.0%)	2	0	0.0%
2019	\$1,110,587	\$1,283,439	15.6%	4	2	100.0%
2020	\$1,101,429	\$0	(100.0%)	4	0	0.0%
2021	\$1,528,869	\$0	(100.0%)	4	0	0.0%
2022	\$1,518,137	\$0	(100.0%)	4	0	0.0%

### **Key Department Functions/Activities:**

The General Administrative Department is responsible for the management, direction, and the overall operation of the District to ensure compliance with State statutes, District goals & policies, and applicable governmental regulations and for ensuring that internal and external functions of all sections of the District are successful.



**GENERAL ADMINISTRATION DEPARTMENT BUDGET SUMMARY**

	2019 EXPENDED	2020 THRU 6/30/2020	2020 PROJECTED YEAR END	2021 PROPOSED BUDGET	\$ INCR/(DECR)	%	2022 PROPOSED BUDGET	\$ INCR/(DECR)	%
51105 SALARIES	\$ 437,549	\$ 242,955	\$ 485,910	\$ 499,491	\$ 13,581	2.8%	\$ 512,678	\$ 13,187	2.6%
51205 OVERTIME PAY	6,089	1,387	2,774	5,000	2,226	80.2%	5,000	-	0.0%
51305 TEMPORARY HELP	-	-	-	-	-	0.0%	0	-	0.0%
51405 COMMISSIONER-PER DIEM	34,048	8,960	33,000	40,000	7,000	21.2%	40,000	-	0.0%
51512 FICA & MEDICARE	30,727	18,883	37,766	34,076	(3,690)	(9.8%)	34,856	780	2.3%
51513 L & I INSURANCE	856	519	1,038	1,091	53	5.1%	1,091	-	0.0%
51515 PERS RETIREMENT EXPENSE	55,711	31,139	62,278	64,234	1,956	3.1%	65,930	1,696	2.6%
51516 DEFERRED COMPENSATION MATCH	8,681	4,811	9,622	9,990	368	3.8%	10,254	264	2.6%
51524 MEDICAL INSURANCE PREMIUMS	122,923	83,695	167,390	181,223	13,833	8.3%	186,962	5,739	3.2%
51525 DENTAL INSURANCE PREMIUMS	10,129	6,902	13,804	16,082	2,278	16.5%	16,366	284	1.8%
51526 VISION INSURANCE PREMIUMS	1,973	1,315	2,630	2,535	(95)	(3.6%)	2,535	-	0.0%
51527 LIFE INSURANCE PREMIUMS	436	295	590	638	48	8.1%	638	-	0.0%
51529 AWC ASSESSMENT	5,504	-	6,000	6,500	500	8.3%	7,000	500	7.7%
51530 L/T DISABILITY INSURANCE	1,535	942	1,884	2,747	863	45.8%	2,820	73	2.7%
51531 S/T DISABILITY INSURANCE	1,118	192	384	384	-	0.0%	384	-	0.0%
51532 UNEMPLOYMENT INSURANCE	-	-	-	-	-	0.0%	-	-	0.0%
52105 OFFICE SUPPLIES	-	-	-	15,000	15,000	-	15,000	-	0.0%
52115 POSTAGE & SHIPPING	22,221	13,748	21,600	24,600	3,000	13.9%	24,600	-	0.0%
52120 BUSINESS MEETINGS/COFFEE SVC	7,405	3,881	-	8,500	8,500	-	8,500	-	0.0%
52705 NON-CAPITAL EQUIPMENT	17,302	6,715	-	10,000	10,000	-	25,000	15,000	150.0%
53105 LEGAL SERVICES	122,186	49,057	93,000	101,000	8,000	8.6%	114,000	13,000	12.9%
53125 PRINTING & GRAPHICS SERVICES	3,050	1,509	1,000	3,800	2,800	280.0%	3,800	-	0.0%
53126 NEWSLETTER	10,980	10,676	16,000	19,900	3,900	24.4%	19,900	-	0.0%
53127 WATER QUALITY REPORT/CCR	-	-	-	-	-	0.0%	-	-	0.0%
53140 CONSULTING SERVICES	24,000	-	20,000	187,000	167,000	835.0%	53,600	(133,400)	(71.3%)
53145 OTHER PROFESSIONAL SERVICES	1,796	2,164	5,000	5,280	280	5.6%	5,325	45	0.9%
53205 OUTSIDE RENT	-	-	-	-	-	0.0%	-	-	0.0%
53305 ADVERTISING	4,243	2,846	5,000	8,800	3,800	76.0%	12,850	4,050	46.0%
53405 DUES & MEMBERSHIPS	52,347	8,777	31,790	36,125	4,335	13.6%	36,175	50	0.1%
53410 SUBSCRIPTIONS & PUBLICATIONS	3,921	2,505	3,200	3,767	567	17.7%	3,767	-	0.0%
53415 CERTIFICATION EXPENSE	60	-	100	400	300	300.0%	100	(300)	(75.0%)
53505 COMMISSIONER TRAVEL	1,979	-	1,000	4,000	3,000	300.0%	4,000	-	0.0%
53515 COMMISSIONER RETREAT EXPENSE	10	62	62	500	438	706.5%	500	-	0.0%
53520 COMMISSIONER REIMBURSABLE EXP	217	-	400	800	400	100.0%	800	-	0.0%
53605 TRAINING EXPENSES	9,828	1,759	10,000	12,506	2,506	25.1%	16,906	4,400	35.2%
53610 LOCAL MILEAGE/PARKING/MEALS	132	60	-	-	-	0.0%	-	-	0.0%
53620 TUITION REIMBURSEMENT	-	-	-	-	-	0.0%	2,500	2,500	0.0%
53735 MANAGEMENT & AWARD EXPENSES	4,696	1,229	4,000	4,000	-	0.0%	4,000	-	0.0%
53740 OTHER MISCELLANEOUS EXPENSE	1,707	-	200	400	200	100.0%	800	400	100.0%
54105 POWER	19,513	11,404	25,000	25,000	-	0.0%	25,000	-	0.0%
54110 NATURAL GAS	3,835	2,415	5,100	5,100	-	0.0%	5,100	-	0.0%
55105 INSURANCE PREMIUMS	130,141	-	145,000	164,322	19,322	13.3%	172,538	8,216	5.0%
55110 RETROSPECTIVE RATING	(5,113)	(30,858)	(30,858)	1,500	32,358	(104.9%)	1,500	-	0.0%
55115 SMALL CLAIMS	2,138	204	5,000	5,000	-	0.0%	5,000	-	0.0%
56105 SCHOOL EDUCATION	11,148	2,535	13,000	13,000	-	0.0%	13,000	-	0.0%
56110 COMMUNITY EDUCATION EVENTS	1,900	-	1,500	2,000	500	33.3%	2,000	-	0.0%
56115 PHOTOGRAPHY	-	-	1,000	1,000	-	0.0%	1,000	-	0.0%
56120 PUB INFO PRESENTATION MATERIALS	-	-	200	200	-	0.0%	200	-	0.0%
56150 CONSERVATION - OTHER	3,568	-	1,000	1,000	-	0.0%	1,000	-	0.0%
56505 WELLNESS PROGRAM	6,776	-	-	4,700	4,700	-	4,700	-	0.0%
56510 AWC WELLNESS GRANT	(298)	-	-	-	-	0.0%	-	-	0.0%
58110 ELECTIONS	-	26,768	26,768	-	(26,768)	(100.0%)	45,000	45,000	#DIV/0!
Overtime o/h allocation	-	-	-	-	-	0.0%	-	-	#DIV/0!
<b>Total</b>	<b>1,178,967</b>	<b>519,451</b>	<b>1,230,132</b>	<b>1,533,191</b>	<b>303,059</b>	<b>24.6%</b>	<b>1,514,675</b>	<b>(18,516)</b>	<b>(1.2%)</b>
Indirect Overhead Charge to Sewer Ops	(174,987)	(86,036)	(172,072)	(248,387)	(76,315)	44.4%	(246,778)	1,609	(0.6%)
<b>TOTAL GENERAL ADMINISTRATION</b>	<b>\$ 1,003,980</b>	<b>\$ 433,415</b>	<b>\$ 1,058,060</b>	<b>\$ 1,284,804</b>	<b>\$ 226,744</b>	<b>21.4%</b>	<b>\$ 1,267,897</b>	<b>\$ (16,907)</b>	<b>(1.3%)</b>

**PROGRAM 101 - GENERAL ADMINISTRATION  
BUDGET SUMMARY**

Program 101-General Administration is used to account for all Administration Department expenses except those specifically identifiable as related to the District's Public Information and Conservation programs, and those related to Human Resources.

		2019 EXPENDED	2020 THRU 6/30/2020	2020 PROJECTED YEAR END	2021 PROPOSED BUDGET	\$ INCR/(DECR)	%	2022 PROPOSED BUDGET	\$ INCR/(DECR)	%
51105	SALARIES	437,549	\$ 242,955	\$ 485,910	\$ 499,491	\$ 13,581	2.8%	\$ 512,678	\$ 13,187	2.6%
51205	OVERTIME PAY	6,089	1,387	2,774	5,000	2,226	80.2%	5,000	-	0.0%
51305	TEMPORARY HELP	-	-	-	-	-	0.0%	-	-	0.0%
51405	COMMISSIONER-PER DIEM	34,048	8,960	33,000	40,000	7,000	21.2%	40,000	-	0.0%
51512	FICA & MEDICARE	30,727	18,883	37,766	34,076	(3,690)	(9.8%)	34,856	780	2.3%
51513	L & I INSURANCE	856	519	1,038	1,091	53	5.1%	1,091	-	0.0%
51515	PERS RETIREMENT EXPENSE	55,711	31,139	62,278	64,234	1,956	3.1%	65,930	1,696	2.6%
51516	DEFERRED COMPENSATION MATCH	8,681	4,811	9,622	9,990	368	3.8%	10,254	264	2.6%
51524	MEDICAL INSURANCE PREMIUMS	122,923	83,695	167,390	181,223	13,833	8.3%	186,962	5,739	3.2%
51525	DENTAL INSURANCE PREMIUMS	10,129	6,902	13,804	16,082	2,278	16.5%	16,366	284	1.8%
51526	VISION INSURANCE PREMIUMS	1,973	1,315	2,630	2,535	(95)	(3.6%)	2,535	-	0.0%
51527	LIFE INSURANCE PREMIUMS	436	295	590	638	48	8.1%	638	-	0.0%
51529	AWC ASSESSMENT	5,504	-	6,000	6,500	500	8.3%	7,000	500	7.7%
51530	L/T DISABILITY INSURANCE	1,535	942	1,884	2,747	863	45.8%	2,820	73	2.7%
51531	S/T DISABILITY INSURANCE	1,118	192	384	384	-	0.0%	384	-	0.0%
51532	UNEMPLOYMENT INSURANCE	-	-	-	-	-	0.0%	-	-	0.0%
52105	OFFICE SUPPLIES	-	-	-	15,000	15,000	0.0%	15,000	-	0.0%
52115	POSTAGE & SHIPPING	10,321	5,571	9,500	9,500	-	0.0%	9,500	-	0.0%
52120	BUSINESS MEETINGS/COFFEE SERVICES	7,405	3,881	-	8,500	8,500	0.0%	8,500	-	0.0%
52705	NON-CAPITAL EQUIPMENT	17,302	6,715	-	10,000	10,000	0.0%	25,000	15,000	150.0%
53105	LEGAL SERVICES	122,186	49,057	90,000	95,000	5,000	3.1%	105,000	10,000	10.5%
53125	PRINTING & GRAPHIC SERVICES	2,200	754	-	2,800	2,800	0.0%	2,800	-	0.0%
53140	CONSULTING SERVICES	24,000	-	20,000	162,000	142,000	710.0%	51,000	(111,000)	(68.5%)
53145	OTHER PROFESSIONAL SERVICES	1,541	2,164	3,000	3,000	-	0.0%	3,000	-	0.0%
53205	OUTSIDE RENT	-	-	-	-	-	0.0%	-	-	0.0%
53305	ADVERTISING	798	2,846	2,846	350	(2,496)	(87.7%)	350	-	0.0%
53405	DUES & MEMBERSHIPS	52,085	8,777	30,000	33,525	3,525	11.8%	33,525	-	0.0%
53410	SUBSCRIPTIONS & PUBLICATIONS	1,542	1,163	1,300	1,585	285	21.9%	1,585	-	0.0%
53415	CERTIFICATION EXPENSE	60	-	100	100	-	0.0%	100	-	0.0%
53505	COMMISSIONER TRAVEL	1,979	-	1,000	4,000	3,000	300.0%	4,000	-	0.0%
53515	COMMISSIONER RETREAT EXPENSE	10	62	62	500	438	706.5%	500	-	0.0%
53520	COMMISSIONER REIMBURSABLE EXP	217	-	400	800	400	100.0%	800	-	0.0%
53605	TRAINING EXPENSES	7,693	1,111	7,500	9,100	1,600	21.3%	13,500	4,400	48.4%
53610	LOCAL MILEAGE/PARKING/MEALS	132	60	-	-	-	0.0%	-	-	0.0%
53620	TUITION REIMBURSEMENT	-	-	-	-	-	0.0%	2,500	2,500	0.0%
53735	MANAGEMENT & AWARD EXPENSES	4,696	1,229	4,000	4,000	-	0.0%	4,000	-	0.0%
53740	OTHER MISCELLANEOUS EXPENSE	1,707	-	200	400	200	100.0%	800	400	100.0%
54105	POWER	19,513	11,404	25,000	25,000	-	0.0%	25,000	-	0.0%
54110	NATURAL GAS	3,835	2,415	5,100	5,100	-	0.0%	5,100	-	0.0%
55105	INSURANCE PREMIUMS	130,141	-	145,000	160,000	15,000	10.3%	176,000	16,000	10.0%
55110	RETROSPECTIVE RATING	(5,113)	(30,858)	(30,858)	1,500	32,358	(104.9%)	1,500	-	0.0%
55115	SMALL CLAIMS	2,138	204	5,000	5,000	-	0.0%	5,000	-	0.0%
58110	ELECTION EXPENSES	-	26,768	26,768	-	(26,768)	(100.0%)	45,000	45,000	0.0%
<b>TOTAL GENERAL ADMINISTRATION</b>		<b>\$ 1,123,667</b>	<b>\$ 495,318</b>	<b>\$ 1,170,988</b>	<b>\$ 1,420,751</b>	<b>\$ 249,763</b>	<b>21.3%</b>	<b>\$ 1,425,574</b>	<b>\$ 4,823</b>	<b>0.3%</b>

Significant Budget Variances Between 2020 & 2021				
Object Code	Description	Dollar Increase/ (Decrease)	Explanation	
51405	Commissioner Per Diem	7,000	21%	Assumed 60 days per commissioner for District related business, including meetings and prep time.
53140	Consulting Services	142,000	710%	Risk & Resiliency Plan
58110	Elections	(26,768)	-100%	Relection expenses paid on even years.

(1) Explanation is provided for any variances (+/- 15% & +/- \$5K)

**PROGRAM 110-PUBLIC INFORMATION & CONSERVATION  
BUDGET SUMMARY**

**Program 102-Public Information & conservation is used to account for expenses the District incurs with its Public Outreach and Conservation programs**

		2019 EXPENDED	2020 THRU 6/30/2020	2020 PROJECTED YEAR END	2021 PROPOSED BUDGET	\$ INCR/(DECR)	%	2022 PROPOSED BUDGET	\$ INCR/(DECR)	%
	<b>110 - PUBLIC INFORMATION</b>									
52115	POSTAGE & SHIPPING	\$ 11,900	\$ 8,177	\$ 12,100	\$ 15,100	\$ 3,000	24.8%	\$ 15,100	\$ -	0.0%
53125	PRINTING & GRAPHICS SERVICES	850	755	1,000	1,000	-	0.0%	1,000	\$ -	0.0%
53126	NEWSLETTER	10,980	10,676	16,000	19,900	3,900	24.4%	19,900	\$ -	0.0%
53127	WATER QUALITY REPORT/CCR				-	-	0.0%	-	\$ -	0.0%
53305	ADVERTISING	126	-	-	-	-	0.0%	-	\$ -	0.0%
53410	SUBSCRIPTIONS & PUBLICATIONS	852	780	900	940	40	4.4%	940	\$ -	0.0%
53605	TRAINING EXPENSES	199		1,500	1,806	306	20.4%	1,806	\$ -	0.0%
56110	COMMUNITY EDUCATION EVENTS	1,900		1,500	2,000	500	33.3%	2,000	\$ -	0.0%
56115	PHOTOGRAPHY			1,000	1,000	-	0.0%	1,000	\$ -	0.0%
56120	PUB INFO PRESENTATION MATERIALS			200	200	-	0.0%	200	\$ -	
									\$ -	
	<b>120 - CONSERVATION</b>								\$ -	
									\$ -	
56105	SCHOOL EDUCATION	11,148	2,535	13,000	13,000	-	0.0%	13,000	\$ -	0.0%
56150	CONSERVATION - OTHER	3,568		1,000	1,000	-	0.0%	1,000	\$ -	0.0%
<b>TOTAL PUBLIC INFORMATION &amp; CONSERVATION</b>		<b>\$ 41,523</b>	<b>\$ 22,923</b>	<b>\$ 48,200</b>	<b>\$ 55,946</b>	<b>\$ 7,746</b>	<b>16.1%</b>	<b>\$ 55,946</b>	<b>\$ -</b>	<b>0.0%</b>



## Program 130 - Human Resources Budget Summary

**Program 130 - Human Resources is used to account for expenses related to Human Resource management.**

		2019	2020	2020	2021	\$	%	2022	\$	%
		EXPENDED	THRU	PROJECTED	PROPOSED	INCR/(DECR)		PROPOSED	INCR/(DECR)	
			6/30/2020	YEAR END	BUDGET			BUDGET		
53105	LEGAL SERVICES			\$ 3,000	\$ 6,000	\$ 3,000	100.0%	\$ 9,000	3,000	50.0%
53140	OTHER CONSULTING SERVICES				25,000	25,000	0.0%	2,600	(22,400)	(89.6%)
53145	OTHER PROFESSIONAL SERVICES	255		2,000	2,280	280	14.0%	2,325	45	2.0%
53305	ADVERTISING	3,319		2,154	8,450	6,296	292.3%	12,500	4,050	47.9%
53405	DUES & MEMBERSHIPS	262		1,790	2,600	810	45.3%	2,650	50	1.9%
53410	SUBSCRIPTIONS & PUBLICATIONS	1,527	562	1,000	1,242	242	24.2%	1,242	-	0.0%
53415	CERTIFICATION EXPENSE				300	300	0.0%	-	(300)	(100.0%)
53605	TRAINING EXPENSE	1,936	648	1,000	1,600	600	60.0%	1,600	-	0.0%
53620	TUITION REIMBURSEMENT				-	-	0.0%	-	-	0.0%
56505	WELLNESS PROGRAM	6,776			4,700	4,700	0.0%	4,700	-	0.0%
56510	AWC WELLNESS GRANT	(298)			-	-	0.0%	-	-	0.0%
<b>TOTAL HUMAN RESOURCES</b>		<b>\$ 13,777</b>	<b>\$ 1,210</b>	<b>\$ 10,944</b>	<b>\$ 52,172</b>	<b>\$ 41,228</b>	<b>376.7%</b>	<b>\$ 36,617</b>	<b>\$ (15,555)</b>	<b>(29.8%)</b>

## Finance Department 2021 - 2022 Budget Overview

	Budget Expenditures (Excl. Resvs)	Actual Expenditures	Budget vs Actual % Over/ (Under)	Staffing Level		
				FTE	%	
				Increase/ FTE (Decrease)	Increase/ (Decrease)	
2015	\$649,198	\$643,175	(0.9%)	6	0	0.0%
2016	\$685,554	\$659,076	(3.9%)	6	0	0.0%
2017 (1)	\$699,439	\$925,258	32.3%	6	0	0.0%
2018 (1)	\$736,889	\$1,232,517	67.3%	6	0	0.0%
2019 (2)	\$1,399,031	\$1,116,203	(20.2%)	10	4	66.7%
2020 (2)	\$1,439,107	\$0	n/a	10	0	0.0%
2021	\$1,276,406	\$0	n/a	8	(2)	(20.0%)
2022	\$1,354,532	\$0	n/a	8	0	0.0%

### Key Department Functions/Activities:

The Finance Department is responsible for the District's Accounting, Cash Management, Financial Reporting & Analysis, Budget Development & Administration, and Billing & Collection functions. Over 14,500 water and sewer customers are billed on a bimonthly basis. Finance staff additionally provide guidance and assists other departments in budgeting and accounting matters, and processes payroll and accounts payable, providing reporting packages for Board approval.

1 - in 2017, the customer service function was moved from the IT Department to the Finance Department. This resulted in 4 employees and their related budgetary expenses moving to the Finance Department. The change occurred after the 2017/18 budget was approved and as a result, related expenses remained with the department they were budgeted to. Therefore, 2017/18 budgeted expense totals do not include expenses related to the customer service function but those expenses do appear in actual expenditures.

2 - in 2019, two finance department staff were moved to the General and Administrative Department. This resulted in 2 employees and their related budgetary expenses moving out of the Finance Department. The change occurred after the 2019/20 budget was approved and as a result, related expenses remained with the department they were budgeted to. Therefore, 2019/20 finance expense totals do not include expenses related to the staff members that moved to G & A.

## FINANCE DEPARTMENT BUDGET SUMMARY

		2019 EXPENDED	2020 THRU 6/30/2020	2020 PROJECTED YEAR END	2021 BUDGET	\$ INCR/(DECR)	%	2022 BUDGET	\$ INCR/(DECR)	%
51105	SALARIES	\$ 667,580	\$ 344,014	\$ 688,028	\$ 716,118	\$ 28,090	4.1%	\$ 742,134	\$ 26,016	3.6%
51205	OVERTIME PAY	8,751	2,171	4,500	5,500	1,000	22.2%	5,665	165	3.0%
51305	TEMPORARY HELP	-	-	-	-	-		-	-	n/a
51512	FICA & MEDICARE	50,198	25,782	51,564	53,620	2,056	4.0%	56,208	2,588	4.8%
51513	L & I INSURANCE	1,853	1,036	2,072	1,890	(182)	(8.8%)	1,890	-	0.0%
51515	PERS RETIREMENT EXPENSE	87,160	43,793	87,586	92,091	4,505	5.1%	96,718	4,627	5.0%
51516	DEFERRED COMPENSATION MATCH	11,906	6,436	12,872	14,322	1,450	11.3%	14,843	520	3.6%
51524	MEDICAL INSURANCE PREMIUMS	175,154	63,817	127,634	135,824	8,190	6.4%	150,502	14,678	10.8%
51525	DENTAL INSURANCE PREMIUMS	17,547	6,645	13,290	13,301	11	0.1%	13,700	399	3.0%
51526	VISION INSURANCE PREMIUMS	3,156	1,195	2,390	2,576	186	7.8%	2,576	-	0.0%
51527	LIFE INSURANCE PREMIUMS	1,635	533	1,066	1,269	203	19.0%	1,269	-	0.0%
51530	L/T DISABILITY INSURANCE	3,724	1,587	3,174	3,884	710	22.4%	3,972	88	2.3%
51531	S/T DISABILITY INSURANCE	3,287	355	710	716	6	0.8%	716	-	0.0%
52115	POSTAGE & SHIPPING	24,967	10,569	24,100	28,855	4,755	19.7%	30,268	1,413	4.9%
52125	OTHER OFFICE EXPENSES	1,433	191	3,400	5,910	2,510	73.8%	5,910	-	0.0%
53110	FINANCIAL CONSULTING SERVICES	8,919	-	16,000	16,000	-	0.0%	21,000	5,000	31.3%
53115	CPA/AUDIT SERVICES	32,642	21,364	37,000	41,000	4,000	10.8%	43,000	2,000	4.9%
53130	OUTSOURCE BILLING/PYMT PROCESS	31,618	14,318	43,000	45,486	2,486	5.8%	47,760	2,274	5.0%
53405	DUES & MEMBERSHIPS	1,919	706	1,100	1,260	160	14.5%	1,260	-	0.0%
53410	SUBSCRIPTIONS & PUBLICATIONS	840	345	900	1,275	375	41.7%	1,275	-	0.0%
53415	CERTIFICATION EXPENSE	42	-	-	300	300		600	300	100.0%
53605	TRAINING EXPENSES	24,143	4,970	6,500	14,947	8,447	130.0%	13,718	(1,229)	(8.2%)
53610	LOCAL MILEAGE/PARKING/MEALS	1,308	332	500	1,000	500	100.0%	1,000	-	0.0%
53620	TUITION REIMBURSEMENT	-	-	1,250	2,500	1,250	100.0%	2,500	-	0.0%
53705	BANKING FEES	10,665	4,029	8,058	11,400	3,342	41.5%	11,400	-	0.0%
<b>Total</b>		<b>1,170,447</b>	<b>554,188</b>	<b>1,136,694</b>	<b>1,211,045</b>	<b>74,351</b>	<b>6.5%</b>	<b>1,269,884</b>	<b>58,839</b>	<b>4.9%</b>
Capital/Debt Service Expenditure Transfers										
Indirect Overhead Charge to Sewer Ops		(113,145)	(54,185)	(108,370)	(191,461)	(83,091)	76.7%	(203,180)	(11,719)	6.1%
<b>TOTAL FINANCE DEPARTMENT</b>		<b>\$ 1,112,812</b>	<b>\$ 524,113</b>	<b>\$ 1,099,124</b>	<b>\$ 1,276,406</b>	<b>\$ 177,282</b>	<b>16.1%</b>	<b>\$1,354,532</b>	<b>\$ 78,126</b>	<b>6.1%</b>

**PROGRAM 201 - GENERAL FINANCE  
BUDGET SUMMARY**

**Program 201-General Finance is used to account for all Finance Department expenses except those specifically identifiable as related to the District's costs of outsourced bill printing and mailing charges.**

		2019 EXPENDED	2020 THRU 6/30/2020	2020 PROJECTED YEAR END	2021 BUDGET	\$ INCR/(DECR)	%	2022 BUDGET	\$ INCR/(DECR)	%
51105	SALARIES	\$ 667,580	\$ 344,014	\$ 688,028	\$ 716,118	\$ 28,090	4.1%	\$ 742,134	\$ 26,016	3.6%
51205	OVERTIME PAY	8,751	2,171	4,500	5,500	1,000	22.2%	5,665	165	3.0%
51305	TEMPORARY HELP				-	-	0.0%	-	-	0.0%
51512	FICA & MEDICARE	50,198	25,782	51,564	53,620	2,056	4.0%	56,208	2,588	4.8%
51513	L & I INSURANCE	1,853	1,036	2,072	1,890	(182)	(8.8%)	1,890	-	0.0%
51515	PERS RETIREMENT EXPENSE	87,160	43,793	87,586	92,091	4,505	5.1%	96,718	4,627	5.0%
51516	DEFERRED COMPENSATION MATCH	11,906	6,436	12,872	14,322	1,450	11.3%	14,843	520	3.6%
51524	MEDICAL INSURANCE PREMIUMS	175,154	63,817	127,634	135,824	8,190	6.4%	150,502	14,678	10.8%
51525	DENTAL INSURANCE PREMIUMS	17,547	6,645	13,290	13,301	11	0.1%	13,700	399	3.0%
51526	VISION INSURANCE PREMIUMS	3,156	1,195	2,390	2,576	186	7.8%	2,576	-	0.0%
51527	LIFE INSURANCE PREMIUMS	1,635	533	1,066	1,269	203	19.0%	1,269	-	0.0%
51530	L/T DISABILITY INSURANCE	3,724	1,587	3,174	3,884	710	22.4%	3,972	88	2.3%
51531	S/T DISABILITY INSURANCE	3,287	355	710	716	6	0.8%	716	-	0.0%
52105	OFFICE SUPPLIES				-	-	0.0%	-	-	0.0%
52115	POSTAGE & SHIPPING	2,341	1,109	1,600	2,600	1,000	62.5%	2,700	100	3.8%
52120	BUSINESS MEETINGS/COFFEE SVC				-	-	0.0%	-	-	0.0%
52125	OTHER OFFICE EXPENSES	1,433	191	1,000	1,450	450	45.0%	1,450	-	0.0%
53110	FINANCIAL CONSULTING SERVICES	8,919	-	16,000	-	(16,000)	(100.0%)	21,000	21,000	0.0%
53115	CPA/AUDIT SERVICES	32,642	21,364	37,000	41,000	4,000	10.8%	43,000	2,000	4.9%
53125	PRINTING & GRAPHICS SERVICES				-	-	0.0%	-	-	0.0%
53405	DUES & MEMBERSHIPS	1,919	706	1,100	1,260	160	14.5%	1,260	-	0.0%
53410	SUBSCRIPTIONS & PUBLICATIONS	840	345	900	1,275	375	41.7%	1,275	-	0.0%
53415	CERTIFICATION EXPENSE	42	-	-	300	300	0.0%	600	300	100.0%
53605	TRAINING EXPENSES	24,143	4,970	6,500	14,947	8,447	130.0%	13,718	(1,229)	(8.2%)
53610	LOCAL MILEAGE/PARKING/MEALS	1,308	332	500	1,000	500	100.0%	1,000	-	0.0%
53620	TUITION REIMBURSEMENT	-	-	1,250	2,500	1,250	100.0%	2,500	-	0.0%
53705	BANKING FEES	10,665	4,029	8,058	11,400	3,342	41.5%	11,400	-	0.0%
57141	JANITORIAL SERVICES			-	-	-	0.0%	-	-	0.0%
57142	JANITORIAL SUPPLIES			-	-	-	0.0%	-	-	0.0%
<b>TOTAL GENERAL FINANCE</b>		<b>\$ 1,116,203</b>	<b>\$ 530,410</b>	<b>\$ 1,068,794</b>	<b>\$ 1,118,843</b>	<b>\$ 50,049</b>	<b>4.7%</b>	<b>\$ 1,190,096</b>	<b>\$ 71,252</b>	<b>6.4%</b>



Significant Budget Variances Between 2020 & 2021 (1)		
Description	Dollar Increase/ (Decrease)	Explanation
53110 Financial Consulting Services	(16,000)	The District performs a biennial rate study and will not need one in 2021

(1) Explanation is provided for any variances (+/- 15% & +/- \$5K)

## PROGRAM 210 - BILLING & COLLECTIONS

### BUDGET SUMMARY

Program 210-Billing & Collections is used to account for costs that are specifically identifiable as related to the District's costs of producing ratepayer bills and collecting/processing ratepayer payments

		2019 EXPENDED	2020 THRU 6/30/2020	2020 PROJECTED YEAR END	2021 BUDGET	\$ INCR/(DECR)	%	2022 BUDGET	\$ INCR/(DECR)	%
52115	POSTAGE & SHIPPING	\$ 22,626	\$ 9,460	\$ 22,500	\$ 26,255	\$ 3,755	16.7%	\$ 27,568	\$ 1,313	5.0%
52125	OTHER OFFICE EXPENSES	-		2,400	4,460	2,060	85.8%	4,460	-	0.0%
53125	PRINTING & GRAPHICS SERVICES				-	-	0.0%	-	-	0.0%
53130	OUTSOURCE BILLING/PYMT PROCESS	31,618	14,318	43,000	45,486	2,486	5.8%	47,760	2,274	5.0%
		-								
<b>TOTAL BILLING/COLLECTIONS</b>		<b>\$ 54,244</b>	<b>\$ 23,778</b>	<b>\$ 67,900</b>	<b>\$ 76,201</b>	<b>\$ 8,301</b>	<b>12.2%</b>	<b>\$ 79,788</b>	<b>\$ 3,587</b>	<b>4.7%</b>

**THIS PAGE LEFT INTENTIONALLY BLANK**

## Debt Service & PWTF 2021 - 2022 Budget Overview

	Budgeted Outlays	Actual Outlays	Budget vs Actual % Over/ (Under)
2015	\$1,005,466	\$3,513,475	249.4%
2016	\$955,492	\$1,001,287	4.8%
2017	\$1,005,824	\$1,000,260	-0.6%
2018	\$1,054,139	\$1,058,468	0.4%
2019	\$1,048,372	\$1,048,372	0.0%
2020	\$1,047,507	\$1,047,507	0.0%
2021	\$934,047	n/a	0.0%
2022	\$716,038	n/a	0.0%

### **Budget Highlights:**

#### **2021/2022**

In 2021, the District will make it's last required debt service payments on existing PWTF Loans. Beginning in 2022, the District will no longer have any PWTF Loan debt.



## BUDGET DETAIL - DEBT SERVICE

701 WATER MAINTENANCE FUND

707 DEBT SERVICE

	2019 OUTFLOWS	2020 PROJECTED YEAR END	\$ VARIANCE	2021 PROPOSED BUDGET	\$ VARIANCE	2022 PROPOSED BUDGET	\$ VARIANCE
22205 2012 REVENUE BONDS DEBT SERVICE	610,956	612,256	1,300	614,956	2,700	610,456	(4,500)
	610,956.00	612,256.00	1,300	614,956	2,700	610,456	(4,500)
22114 SEISMIC VALVE UPGRADE	38,347	38,160	(187)	37,880	(280)	-	(37,880)
22112 2000 A/C MAIN	102,242	101,259	(983)	-	(101,259)	-	-
22113 2001 A/C MAIN	178,679	177,807	(872)	175,629	(2,178)	-	(175,629)
	319,268	317,226	(2,042)	213,509	(103,717)	-	(213,509)
2015 SEWER CONSTRUCTION LOAN PAYABLE	105,582	105,582	-	105,582	-	105,582	-
<b>TOTAL DEBT SERVICE</b>	<b>\$ 1,035,806</b>	<b>\$1,035,064</b>	<b>\$ (742)</b>	<b>\$ 934,047</b>	<b>\$ (101,017)</b>	<b>\$ 716,038</b>	<b>\$ (218,009)</b>

## 2021 Proposed Budget

### Revenue Bond Debt Service Amount

#### Debt Service Amount

<u>Debt Service Due Date:</u>	<u>Interest:</u>	<u>Principal:</u>	<u>Total:</u>
January 1, 2021	\$ 69,978	\$ -	\$ 69,978
July 1, 2021	\$ 69,978	\$ 475,000	\$ 544,978
<b>Total Debt Service</b>	<u>\$ 139,956</u>	<u>\$ 475,000</u>	<u>\$ 614,956</u>

## 2022 Proposed Budget

### Revenue Bond Debt Service Amount

#### Debt Service Amount

<u>Debt Service Due Date:</u>	<u>Interest:</u>	<u>Principal:</u>	<u>Total:</u>
January 1, 2022	\$ 65,228	\$ -	\$ 65,228
July 1, 2022	\$ 65,228	\$ 480,000	\$ 545,228
<b>Total Debt Service</b>	<u>\$ 130,456</u>	<u>\$ 480,000</u>	<u>\$ 610,456</u>

## 2021 PWTF Loans Proposed Budget

### Water Maintenance Fund PWTF Loans Debt Service

Trust Fund Loan Payments		Principal:	Interest:	Total Payment:
Seismic Valve Retrofit	PW-01-691-070	37,412	468	37,880
2001 A/C Main Replacement	PW-01-691-069	174,321	1,308	175,629
<b>Total Water Maintenance Debt Service:</b>		<u>\$ 211,733</u>	<u>\$ 1,776</u>	<u>\$ 213,509</u>

## 2021 Interfund Loans Proposed Budget

### Water Maintenance Fund

	<b>Principal:</b>	<b>Interest:</b>	<b>Total Payment:</b>
Repayment of Interfund Loan from Sewer	100,000	5,582	105,582

## 2022 Interfund Loans Proposed Budget

### Water Maintenance Fund

	<b>Principal:</b>	<b>Interest:</b>	<b>Total Payment:</b>
Repayment of Interfund Loan from Sewer	100,000	5,582	105,582



**THIS PAGE LEFT INTENTIONALLY BLANK**

<p style="text-align: center;"><b>Water Operations Department</b>  <b>2021 - 2022 Budget Overview</b></p>
---

	Budget Expenditures (Excl. Resvs)	Actual Expenditures	Budget vs Actual % Over/ (Under)	Staffing Level		
				FTE	FTE Increase/ (Decrease)	% Increase/ (Decrease)
2015	\$8,104,837	\$7,871,262	(2.9%)	12	0	0.0%
2016	\$8,204,881	\$8,179,917	(0.3%)	12	0	0.0%
2017	\$8,631,477	\$8,597,925	(0.4%)	12	0	0.0%
2018	\$8,644,534	\$8,786,922	1.6%	12	0	0.0%
2019	\$10,299,425	\$9,169,955	(11.0%)	12	0	0.0%
2020	\$10,684,743	\$0	n/a	12	0	0.0%
2021	\$10,201,922	\$0	n/a	12	0	0.0%
2022	\$10,375,585	\$0	n/a	12	0	0.0%

**Key Department Functions/Activities:**

The Water Operations Department is responsible for the maintenance of the District's water system, to ensure the District's ability to provide reliable potable drinking water at acceptable flows and pressures.

## WATER OPERATIONS DEPARTMENT BUDGET SUMMARY

		2019 EXPENDED	2020 THRU 6/30/2020	2020 PROJECTED YEAR END	2021 PROPOSED BUDGET	\$ INCR/(DECR)	%	2022 PROPOSED BUDGET	\$ INCR/(DECR)	%
51105	SALARIES	\$ 968,440	\$ 617,546	\$ 1,048,634	\$ 1,059,417	\$ 10,783	1.0%	\$ 1,157,674	\$ 98,257	9.3%
51205	OVERTIME PAY	63,978	32,894	65,788	66,938	1,150	1.7%	70,285	3,347	5.0%
51210	ON-CALL PAY	21,906	11,111	22,222	18,785	(3,437)	(15.5%)	18,785	-	0.0%
51305	TEMPORARY HELP	53,598	6,715	13,430	52,080	38,650	287.8%	52,080	-	0.0%
51512	FICA & MEDICARE	83,938	43,286	86,572	81,045	(5,527)	(6.4%)	87,232	6,187	7.6%
51513	L & I INSURANCE	20,337	10,435	20,870	18,221	(2,649)	(12.7%)	18,221	-	0.0%
51515	PERS RETIREMENT EXPENSE	134,869	72,651	145,302	136,241	(9,061)	(6.2%)	148,954	12,713	9.3%
51516	DEFERRED COMPENSATION MATCH	20,655	10,972	21,944	21,188	(756)	(3.4%)	23,153	1,965	9.3%
51524	MEDICAL INSURANCE PREMIUMS	228,670	116,908	233,816	257,335	23,519	10.1%	299,348	42,013	16.3%
51525	DENTAL INSURANCE PREMIUMS	20,632	10,657	21,314	22,697	1,383	6.5%	23,420	723	3.2%
51526	VISION INSURANCE PREMIUMS	3,696	1,896	3,792	3,858	66	1.7%	3,858	-	0.0%
51527	LIFE INSURANCE PREMIUMS	1,793	819	1,638	1,907	269	16.4%	1,907	-	0.0%
51530	L/T DISABILITY INSURANCE	5,122	2,425	4,850	5,827	977	20.1%	5,982	155	2.7%
51531	S/T DISABILITY INSURANCE	4,114	521	1,042	1,046	4	0.4%	1,046	-	0.0%
52115	POSTAGE & SHIPPING	-	-	-	100	100	n/a	100	-	0.0%
52125	OTHER OFFICE EXPENSES	1,079	738	1,500	1,500	-	0.0%	1,500	-	0.0%
52201	SMALL TOOLS	7,698	420	10,000	11,230	1,230	12.3%	11,230	-	0.0%
52202	PAINT & PAINTING SUPPLIES	2,021	216	2,400	2,500	100	4.2%	2,500	-	0.0%
52203	LUBRICANTS & CLEANERS	4,785	1,405	6,500	6,000	(500)	(7.7%)	6,000	-	0.0%
52204	TELEMETRY SUPPLIES	-	-	-	4,000	4,000	n/a	4,000	-	0.0%
52205	WELDING SUPPLIES	659	422	2,580	2,686	106	4.1%	2,686	-	0.0%
52206	ROCK, SAND, GRAVEL & BARK	5,401	8,155	11,000	11,773	773	7.0%	9,605	(2,168)	(18.4%)
52207	ASPHALT PATCHES	64,022	20,016	67,000	73,000	6,000	9.0%	73,000	-	0.0%
52208	UNIFORMS & SAFETY BOOTS	9,402	1,409	10,000	10,010	10	0.1%	10,010	-	0.0%
52210	SMALL EQUIPMENT	4,157	-	11,250	12,600	1,350	12.0%	13,800	1,200	9.5%
52301	INCIDENTAL MEALS	130	114	300	300	-	0.0%	300	-	0.0%
52303	OTHER SUPPLIES	6,995	2,025	7,500	25,450	17,950	239.3%	23,950	(1,500)	(5.9%)
52405	UNLEADED GAS	19,495	6,142	19,000	20,400	1,400	7.4%	20,400	-	0.0%
52410	DIESEL	18,969	5,472	18,500	19,631	1,131	6.1%	19,631	-	0.0%
52415	OIL/OTHER	136	67	550	595	45	8.2%	595	-	0.0%
52505	WHOLESALE WATER PURCHASES	3,493,904	978,896	3,216,945	3,440,984	224,039	7.0%	3,475,394	34,410	1.0%
52510	POWER FOR STREET LIGHTS	89,026	36,963	89,483	91,200	1,717	1.9%	91,200	-	0.0%
52520	KIRKLAND FRANCHISE FEES	172,033	88,074	176,149	200,341	24,192	13.7%	204,348	4,007	2.0%
52601	METERS	-	10,748	-	191,973	191,973	n/a	191,973	-	0.0%

52605	NON-INVENTORY METER EXPENSES	18,430	2,029	10,000	26,100	\$ 16,100	161.0%	26,100	\$ -	0.0%
52705	NCE-OFFICE FURN AND EQUIPMENT	3,032	-	10,000	2,500	(7,500)	(75.0%)	2,500	-	0.0%
52725	NCE-SHOP/GARAGE EQUIPMENT	1,966	-	2,000	4,500	2,500	125.0%	1,500	(3,000)	(66.7%)
52730	NCE-RADIO EQUIPMENT	-	-	1,100	1,200	100	9.1%	1,200	-	0.0%
52740	NCE-OTHER MACH/EQUIPMENT	5,855	-	3,200	3,000	(200)	(6.3%)	3,000	-	0.0%
53125	PRINTING & GRAPHICS SERVICES	4,452	-	3,200	5,100	1,900	59.4%	5,100	-	0.0%
53135	HARDWARE/SOFTWARE SUPPORT	24,795	4,080	27,000	30,200	3,200	11.9%	30,200	-	0.0%
53145	OTHER PROFESSIONAL SERVICES	865	1,790	5,000	10,839	5,839	116.8%	10,839	-	0.0%
53150	TESTING-OUTSIDE	89,315	7,760	-	89,200	89,200	n/a	89,400	200	0.2%
53205	OUTSIDE RENTALS	37	-	5,800	6,400	600	10.3%	6,400	-	0.0%
53405	DUES & MEMBERSHIPS	10	10	280	292	12	4.3%	292	-	0.0%
53410	SUBSCRIPTIONS & PUBLICATIONS	4,297	716	900	940	40	4.4%	940	-	0.0%
53415	CERTIFICATION EXPENSE	1,245	-	3,200	3,614	414	12.9%	3,614	-	0.0%
53605	TRAINING EXPENSES	5,217	-	8,000	8,625	625	7.8%	8,625	-	0.0%
54105	POWER	5,289	25,212	45,000	45,000	-	0.0%	45,000	-	0.0%
54110	NATURAL GAS	-	1,883	4,000	4,500	500	12.5%	4,500	-	0.0%
54131	PHONE LINES	190	-	-	-	-				
54134	CELL PHONES & PAGERS	13,591	4,481	13,300	13,704	404	3.0%	13,704	-	0.0%
54140	GARBAGE & RECYCLING	11,990	5,151	11,000	11,500	500	4.5%	11,500	-	0.0%
54150	UTILITY LOCATE SERVICES	10,360	7,210	11,000	11,000	-	0.0%	11,000	-	0.0%
54151	DUMPING	20,454	6,046	14,500	16,000	1,500	10.3%	16,000	-	0.0%
57111	VEHICLE MAINTENANCE SERVICES	6,350	1,901	10,500	12,000	1,500	14.3%	12,000	-	0.0%
57112	VEHICLE PARTS/REPAIR SERVICES	31,749	11,877	24,000	25,000	1,000	4.2%	25,000	-	0.0%
57113	TIRES	7,159	4,928	7,000	6,200	(800)	(11.4%)	6,200	-	0.0%
57120	PRV STATION MAINTENANCE	29,889	19,040	29,000	30,705	1,705	5.9%	31,705	1,000	3.3%
57121	PUMP STATION MAINTENANCE	21,648	5,127	16,500	18,500	2,000	12.1%	20,150	1,650	8.9%
57122	RESERVOIR MAINTENANCE	17,383	8,963	29,000	33,000	4,000	13.8%	33,000	-	0.0%
57123	MAIN/MANHOLE MAINTENANCE	-	-	2,250	2,500	250	11.1%	2,500	-	0.0%
57124	VALVE MAINTENANCE	843	-	4,500	5,000	500	11.1%	5,000	-	0.0%
57125	HYDRANT MAINTENANCE	10,607	7,628	14,500	15,210	710	4.9%	15,480	270	1.8%
57130	GROUNDS/LANDSCAPE MAINTENANCE	50,351	19,736	52,000	56,952	4,952	9.5%	56,952	-	0.0%
57140	BUILDING MAINTENANCE & REPAIR	150,402	27,230	95,000	100,411	5,411	5.7%	65,411	(35,000)	(34.9%)
57141	JANITORIAL SERVICES	-	-	-	-	26,000	n/a	#DIV/0!	26,000	#DIV/0!
57142	JANITORIAL SUPPLIES	882	480	2,500	8,000	5,500	220.0%	8,000	-	0.0%
57150	EQUIPMENT MAINTENANCE	5,075	5,890	12,000	15,400	3,400	28.3%	17,200	1,800	11.7%
57151	EQUIPMENT REPAIR & SUPPLIES	622	1,124	2,100	2,000	(100)	(4.8%)	2,000	-	0.0%
58105	PERMITS & INSPECTIONS	60,807	34,903	69,800	70,480	680	1.0%	72,480	2,000	2.8%
58205	STATE EXCISE/B&O TAXES	683,121	267,080	534,160	664,000	129,840	24.3%	669,700	5,700	0.9%
58210	REAL PROPERTY TAXES	11,048	14,212	14,212	15,112	900	6.3%	15,572	460	3.0%
<b>Total</b>		<b>6,840,986</b>	<b>2,596,605</b>	<b>6,439,373</b>	<b>7,247,542</b>	<b>834,169</b>	<b>13.0%</b>	<b>#DIV/0!</b>	<b>202,389</b>	<b>2.8%</b>
Capital Expenditure Transfers		2,762,000	1,431,000	2,862,000	2,962,000	100,000	3.5%	3,062,000	100,000	3.4%
Meter Replacement Transfers		300,000	153,750	307,500	315,188	7,688	2.5%	323,067	7,879	2.5%
Capitalized Salaries/Overhead		(418,000)	(183,848)	(418,000)	(418,000)	-	0.0%	(418,000)	-	0.0%
Transfer to Equipment Replacement Reserve		119,889	59,945	119,889	127,045	7,156	6.0%	127,045	-	0.0%
Indirect Overhead Charge to Sewer Ops		(26,348)	(11,220)	(27,139)	(31,853)	(4,714)	17.4%	(32,624)	(771)	2.4%
<b>TOTAL WATER OPERATIONS</b>		<b>\$ 9,578,527</b>	<b>\$ 4,046,232</b>	<b>\$ 9,283,623</b>	<b>\$ 10,201,922</b>	<b>\$ 944,299</b>	<b>10.2%</b>	<b>#DIV/0!</b>	<b>\$ 309,497</b>	<b>3.0%</b>



**PROGRAM 301 - WATER OPERATIONS  
BUDGET SUMMARY**

**Program 301-Water Operations** is used to account for all water operating expenses incurred except those specifically identifiable as related to the District's costs of purchased water, street light electric charges, and expenses related to water quality.

		2019 EXPENDED	2020 THRU 6/30/2020	2020 PROJECTED YEAR END	2021 BUDGET	\$ INCR/(DECR)	%	2022 BUDGET	\$ INCR/(DECR)	%
51105	SALARIES	\$ 968,440	\$ 617,546	\$ 1,235,092	\$ 1,059,417	\$ (175,675)	(14.2%)	\$ 1,087,674	\$ 28,257	2.7%
51205	OVERTIME PAY	63,978	32,894	65,788	66,938	1,150	1.7%	70,285	3,347	5.0%
51210	ON-CALL PAY	21,906	11,111	20,000	18,785	(1,215)	(6.1%)	18,785	-	0.0%
51305	TEMPORARY HELP	53,598	6,715	50,000	52,080	2,080	4.2%	52,080	-	0.0%
51512	FICA & MEDICARE	83,938	43,286	86,572	79,882	(6,690)	(7.7%)	81,877	1,995	2.5%
51513	L & I INSURANCE	20,337	10,435	20,870	18,221	(2,649)	(12.7%)	18,221	-	0.0%
51515	PERS RETIREMENT EXPENSE	134,869	72,651	145,302	136,241	(9,061)	(6.2%)	139,875	3,634	2.7%
51516	DEFERRED COMPENSATION MATCH	20,655	10,972	21,944	22,903	959	4.4%	23,535	632	2.8%
51524	MEDICAL INSURANCE PREMIUMS	228,670	116,908	233,816	257,335	23,519	10.1%	275,348	18,013	7.0%
51525	DENTAL INSURANCE PREMIUMS	20,632	10,657	21,314	22,697	1,383	6.5%	23,420	723	3.2%
51526	VISION INSURANCE PREMIUMS	3,696	1,896	3,792	3,858	66	1.7%	3,858	-	0.0%
51527	LIFE INSURANCE PREMIUMS	1,793	819	1,638	1,907	269	16.4%	1,907	-	0.0%
51530	L/T DISABILITY INSURANCE	5,122	2,425	4,850	5,827	977	20.1%	5,982	155	2.7%
51531	S/T DISABILITY INSURANCE	4,114	521	1,042	1,046	4	0.4%	1,046	-	0.0%
52115	POSTAGE & SHIPPING				100	100	#DIV/0!	100	-	0.0%
52125	OTHER OFFICE EXPENSES	1,079	738	1,500	1,500	-	0.0%	1,500	-	0.0%
52201	SMALL TOOLS	7,698	420	10,000	11,230	1,230	12.3%	11,230	-	0.0%
52202	PAINT & PAINTING SUPPLIES	2,021	216	2,400	2,500	100	4.2%	2,500	-	0.0%
52203	LUBRICANTS & CLEANERS	4,785	1,405	6,500	6,000	(500)	(7.7%)	6,000	-	0.0%
52204	TELEMETRY SUPPLIES				4,000	4,000	#DIV/0!	4,000	-	0.0%
52205	WELDING SUPPLIES	659	422	2,580	2,686	106	4.1%	2,686	-	0.0%
52206	ROCK, SAND, GRAVEL & BARK	5,401	8,155	11,000	11,773	773	7.0%	9,605	(2,168)	(18.4%)
52207	ASPHALT PATCHES	64,022	20,016	67,000	73,000	6,000	9.0%	73,000	-	0.0%
52208	UNIFORMS & SAFETY BOOTS	8,492	1,409	10,000	10,010	10	0.1%	10,010	-	0.0%
52210	SMALL EQUIPMENT	4,157		11,250	12,600	1,350	12.0%	13,800	1,200	9.5%
52301	INCIDENTAL MEALS	130	114	300	300	-	0.0%	300	-	0.0%
52303	OTHER SUPPLIES	6,995	2,025	7,500	7,750	250	3.3%	7,750	-	0.0%
52405	UNLEADED GAS	19,495	6,142	19,000	20,400	1,400	7.4%	20,400	-	0.0%
52410	DIESEL	18,969	5,472	18,500	19,631	1,131	6.1%	19,631	-	0.0%
52415	OIL/OTHER	136	67	550	595	45	8.2%	595	-	0.0%
52601	METERS		10,748		191,973	191,973	#DIV/0!	191,973	-	0.0%
52605	NON-INVENTORY METER EXPENSES	14,389	2,029	10,000	15,000	5,000	50.0%	15,000	-	0.0%
52705	NCE-OFFICE FURN AND EQUIPMENT	3,032		10,000	2,500	(7,500)	(75.0%)	2,500	-	0.0%

52725	NCE-SHOP/GARAGE EQUIPMENT	1,966		2,000	4,500	2,500	125.0%	1,500	(3,000)	(66.7%)
52730	NCE-RADIO EQUIPMENT			1,100	1,200	100	9.1%	1,200	-	0.0%
52740	NCE-OTHER MACH/EQUIPMENT	5,855		3,200	3,000	(200)	(6.3%)	3,000	-	0.0%
53125	PRINTING & GRAPHICS SERVICES	4,452		3,200	3,600	400	12.5%	3,600	-	0.0%
53135	HARDWARE/SOFTWARE SUPPORT	24,795	4,080	27,000	30,200	3,200	11.9%	30,200	-	0.0%
53145	OTHER PROFESSIONAL SERVICES	865	1,790	5,000	10,839	5,839	116.8%	10,839	-	0.0%
53150	TESTING-OUTSIDE	50	7,760		-	-	#DIV/0!	-	-	#DIV/0!
53205	OUTSIDE RENTALS	37		5,800	6,400	600	10.3%	6,400	-	0.0%
53405	DUES & MEMBERSHIPS	10	10	280	292	12	4.3%	292	-	0.0%
53410	SUBSCRIPTIONS & PUBLICATIONS	4,297	716	900	940	40	4.4%	940	-	0.0%
53415	CERTIFICATION EXPENSE	1,245		3,200	3,614	414	12.9%	3,614	-	0.0%
53605	TRAINING EXPENSES	5,217		8,000	8,625	625	7.8%	8,625	-	0.0%
54105	POWER	5,289	25,212	45,000	45,000	-	0.0%	45,000	-	0.0%
54110	NATURAL GAS		1,883	4,000	4,500	500	12.5%	4,500	-	0.0%
54131	PHONE LINES	190				-	#DIV/0!		-	#DIV/0!
54134	CELL PHONES & PAGERS	13,591	4,481	13,300	13,704	404	3.0%	13,704	-	0.0%
54140	GARBAGE & RECYCLING	11,990	5,151	11,000	11,500	500	4.5%	11,500	-	0.0%
54150	UTILITY LOCATE SERVICES	10,360	7,210	11,000	11,000	-	0.0%	11,000	-	0.0%
54151	DUMPING	20,454	6,046	14,500	16,000	1,500	10.3%	16,000	-	0.0%
57111	VEHICLE MAINTENANCE SERVICES	6,350	1,901	10,500	12,000	1,500	14.3%	12,000	-	0.0%
57112	VEHICLE PARTS/REPAIR SERVICES	31,749	11,877	24,000	25,000	1,000	4.2%	25,000	-	0.0%
57113	TIRES	7,159	4,928	7,000	6,200	(800)	(11.4%)	6,200	-	0.0%
57120	PRV STATION MAINTENANCE	29,889	19,040	29,000	30,705	1,705	5.9%	31,705	1,000	3.3%
57121	PUMP STATION MAINTENANCE	21,648	5,127	16,500	18,500	2,000	12.1%	20,150	1,650	8.9%
57122	RESERVOIR MAINTENANCE	17,383	8,963	29,000	33,000	4,000	13.8%	33,000	-	0.0%
57123	MAIN/MANHOLE MAINTENANCE			2,250	2,500	250	11.1%	2,500	-	0.0%
57124	VALVE MAINTENANCE	843		4,500	5,000	500	11.1%	5,000	-	0.0%
57125	HYDRANT MAINTENANCE	10,607	7,628	14,500	15,210	710	4.9%	15,480	270	1.8%
57130	GROUNDS/LANDSCAPE MAINTENANCE	50,351	19,736	52,000	56,952	4,952	9.5%	56,952	-	0.0%
57140	BUILDING MAINTENANCE & REPAIR	150,402	27,230	95,000	100,411	5,411	5.7%	65,411	(35,000)	(34.9%)
57141	JANITORIAL SERVICES				-	-	#DIV/0!	-	-	#DIV/0!
57142	JANITORIAL SUPPLIES	882	480	2,500	8,000	5,500	220.0%	8,000	-	0.0%
57150	EQUIPMENT MAINTENANCE	5,075	5,816	12,000	13,100	1,100	9.2%	13,100	-	0.0%
57151	EQUIPMENT REPAIR & SUPPLIES	622	1,124	2,100	2,000	(100)	(4.8%)	2,000	-	0.0%
58105	PERMITS & INSPECTIONS	60,807	34,903	69,800	70,480	680	1.0%	72,480	2,000	2.8%
58205	STATE EXCISE/B&O TAXES	683,121	267,080	534,160	664,000	129,840	24.3%	669,700	5,700	0.9%
58210	REAL PROPERTY TAXES	11,048	14,212	14,212	15,112	900	6.3%	15,572	460	3.0%

<b>TOTAL GENERAL OPERATIONS</b>	<b>\$</b>	<b>2,991,807</b>	<b>\$</b>	<b>1,492,598</b>	<b>\$</b>	<b>2,956,796</b>	<b>\$</b>	<b>3,393,217</b>	<b>\$</b>	<b>436,421</b>	<b>14.8%</b>	<b>\$</b>	<b>3,420,855</b>	<b>\$</b>	<b>22,757</b>	<b>0.7%</b>
---------------------------------	-----------	------------------	-----------	------------------	-----------	------------------	-----------	------------------	-----------	----------------	--------------	-----------	------------------	-----------	---------------	-------------

Significant Budget Variances Between 2020 & 2021 (1)			
Description		Dollar Increase/ (Decrease)	Explanation
52705	NCE-OFFICE FURN AND EQUIPMENT	-\$7,500	Lower due to desk purchases in 2020
53145	OTHER PROFESSIONAL SERVICES	\$5,839	Difference due to not knowing if extra IT help will be needed
57142	JANITORIAL SUPPLIES	\$5,500	Moved all supplies back to Ops budget. A good portion of this buget was in Fianance Dept last budget cycle. All the Janitorial supplies have been placed in ops budget.

Significant Budget Variances Between 2021 & 2022 (1)			
Description		Dollar Increase/ (Decrease)	Explanation
57140	BUILDING MAINTENANCE & REPAIR	-\$35,000	Less due to cotton wood tree removal in 2021 budget

# **PROGRAM 320 - WATER QUALITY** **BUDGET SUMMARY**

**Program 320-Water Quality** is used to account for the costs the District incurs in administering its water quality program.

		2019 EXPENDED	2020 THRU 6/30/2020	2020 PROJECTED YEAR END	2021 BUDGET	\$ INCR/(DECR)	%	2022 BUDGET	\$ INCR/(DECR)	%
52203	LUBRICANTS & CLEANERS	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%
52208	UNIFORMS & SAFETY BOOTS	910	-	-	-	-	0.0%	-	-	0.0%
52303	OTHER SUPPLIES	-	-	-	17,700	17,700	0.0%	16,200	(1,500)	(8.5%)
52605	NON-INVENTORY METER EXPENSES	4,041	-	-	11,100	11,100	0.0%	11,100	-	0.0%
53125	PRINTING & GRAPHICS SERVICES	-	-	-	1,500	1,500	0.0%	1,500	-	0.0%
53150	TESTING-OUTSIDE	89,265	-	-	89,200	89,200	0.0%	89,400	200	0.2%
53405	DUES & MEMBERSHIPS	-	-	-	-	-	0.0%	-	-	0.0%
53415	CERTIFICATION EXPENSE	-	-	-	-	-	0.0%	-	-	0.0%
53605	TRAINING EXPENSE	-	-	-	-	-	0.0%	-	-	0.0%
57150	EQUIPMENT MAINTENANCE	-	74	-	2,300	2,300	0.0%	4,100	1,800	78.3%
<b>TOTAL WATER QUALITY</b>		<b>\$ 94,216</b>	<b>\$ 74</b>	<b>\$ -</b>	<b>\$ 121,800</b>	<b>\$ 121,800</b>	<b>0.0%</b>	<b>\$ 122,300</b>	<b>\$ 500</b>	<b>0.4%</b>



**PROGRAM 330 - SUPPLY PASS-THROUGH COSTS  
BUDGET SUMMARY**

**Program 330 - Supply pass-through costs is used to account for expenses incurred by the District that are directly related to the services the District provides and are passed on to ratepayers through fees or charges for services.**

		2019	2020	2020	2021	\$	%	2022	\$	%
		EXPENDED	THRU	PROJECTED	BUDGET	INCR/(DECR)		BUDGET	INCR/(DECR)	
			6/30/2020	YEAR END						
52505	WHOLESALE WATER PURCHASES	\$ 3,493,904	\$ 978,896	\$ 3,216,945	\$ 3,440,984	\$ 224,039	7.0%	\$ 3,475,394	\$ 34,410	1.0%
52510	POWER FOR STREET LIGHTS	89,026	36,963	89,483	91,200	1,717	1.9%	91,200	-	0.0%
52520	KIRKLAND FRANCHISE FEES	172,033	88,074	176,149	200,341	24,192	13.7%	204,348	4,007	2.0%
<b>TOTAL SUPPLY PASS-THROUGH COSTS</b>		<b>\$ 3,754,963</b>	<b>\$1,103,933</b>	<b>\$ 3,482,577</b>	<b>\$ 3,732,525</b>	<b>\$ 249,948</b>	<b>2.5%</b>	<b>\$ 3,770,942</b>	<b>\$ 38,417</b>	<b>2.5%</b>

**WOODINVILLE WATER DISTRICT  
2021 - 2022 BUDGET  
CAPITAL EQUIPMENT PURCHASES SUMMARY  
WATER OPERATIONS DEPARTMENT**

<b><u>Description</u></b>	<b><u>Cost</u></b>
2021 Vehicle Replacements	\$ 98,000
Subtotal	<b>\$ 98,000</b>
<b><u>Other Capital Equipment</u></b>	
2021 2 minisplit HVAC systems for build B	\$ 16,000
2021 Cathodic Replacement Kingsgate	\$ 23,000
2021 Carport	\$ 235,000
2021 Emergency well power	\$ 30,000
Subtotal	<b>\$ 304,000</b>
2022 Cathodic Replacement S. Hollywood	\$ 22,500
2022 Carport	\$ 250,000
Subtotal	<b>\$ 272,500</b>
<b>Total Capital Equipment Requested</b>	<b><u>\$ 674,500</u></b>

The items listed above have been budgeted in the Water Construction Fund

**THIS PAGE LEFT INTENTIONALLY BLANK**

## IT Department 2021 - 2022 Budget Overview

	Budget Expenditures (Excl. Resvs)	Actual Expenditures	Budget vs Actual % Over/ (Under)	Staffing Level		
				FTE	FTE Increase/ (Decrease)	% Increase/ (Decrease)
2015	\$815,378	\$752,214	(7.7%)			
2016	\$807,388	\$761,867	(5.6%)	6	0	0.0%
2017	\$914,833	\$626,535	(31.5%)	6	0	0.0%
2018	\$901,692	\$729,101	(19.1%)	2	(4)	(66.7%)
2019	\$1,149,959	\$758,143	(34.1%)	3	1	50.0%
2020	\$1,094,468	\$0	n/a	4	1	33.3%
2021	\$1,211,828	\$0	n/a	4	0	0.0%
2022	\$1,136,894	\$0	n/a	4	0	0.0%

### **Key Department Functions/Activities:**

The IT Department is responsible for implementing, supporting and maintaining the District's information technology

### **Budget Highlights:**

(1) - In 2017, the Customer Service Function was moved from IT to Finance and in 2018, the GIS function was moved from Engineering to IT department. Budgeted totals for 2017 and 2018 do not include this changes as they occurred after the budget was adopted, however, actual expenditure totals do include the effect of these changes.



### IT DEPARTMENT BUDGET SUMMARY

	2019 EXPENDED	2020 THRU 6/30/2020	2020 PROJECTED YEAR END	2021 PROPOSED BUDGET	\$ INCR/(DECR)	%	2022 PROPOSED BUDGET	\$ INCR/(DECR)	%
51105 SALARIES	\$ 409,842	\$ 217,645	\$ 435,290	\$ 399,832	\$ (35,458)	(8.1%)	\$ 410,342	\$ 10,510	2.6%
51205 OVERTIME PAY	663	831	1,500	1,500	-	0.0%	1,500	-	0.0%
51305 TEMPORARY HELP	-	-	-	-	-	0.0%	-	-	
51512 FICA & MEDICARE	30,867	16,484	32,968	30,587	(2,381)	(7.2%)	31,391	804	2.6%
51513 L & I INSURANCE	855	508	1,016	945	(71)	(7.0%)	945	-	0.0%
51515 PERS RETIREMENT EXPENSE	52,057	27,747	55,494	51,458	(4,036)	(7.3%)	52,811	1,353	2.6%
51516 DEFERRED COMPENSATION MATCH	7,557	4,286	8,572	7,997	(575)	(6.7%)	8,207	210	2.6%
51524 MEDICAL INSURANCE PREMIUMS	46,605	23,372	46,744	59,856	13,112	28.1%	64,046	4,190	7.0%
51525 DENTAL INSURANCE PREMIUMS	4,002	2,017	4,034	7,963	3,929	97.4%	7,963	-	0.0%
51526 VISION INSURANCE PREMIUMS	789	395	790	1,139	349	44.2%	1,139	-	0.0%
51527 LIFE INSURANCE PREMIUMS	611	288	576	638	62	10.8%	638	-	0.0%
51530 L/T DISABILITY INSURANCE	2,004	949	1,898	2,257	359	18.9%	2,257	-	0.0%
51531 S/T DISABILITY INSURANCE	1,555	192	384	384	-	0.0%	384	-	0.0%
52110 TECHNOLOGY SUPPLIES	17,009	4,680	9,000	7,700	(1,300)	(14.4%)	5,800	(1,900)	(24.7%)
52125 OTHER OFFICE EXPENSES	1,513	(283)	200	600	400	200.0%	200	(400)	(66.7%)
52705 N/C OFFICE FURNITURE & EQUIP	1,473	-	-	-	-		-	-	
52710 NCE-COMPUTER H/W & S/W	39,102	9,433	35,000	26,990	(8,010)	(22.9%)	17,700	(9,290)	(34.4%)
53120 GENERAL GIS SERVICES	8,300	-	5,000	10,000	5,000	100.0%	20,000	10,000	100.0%
53134 IT & CONSULTING SERVICES	51,897	7,570	34,000	140,500	106,500	313.2%	92,500	(48,000)	(34.2%)
53135 SOFTWARE SUBSCRIPTION/SUPPORT	176,591	87,607	245,000	343,355	98,355	40.1%	305,740	(37,615)	(11.0%)
53151 SECURITY SYSTEM SERVICES	1,584	1,216	7,000	2,700	(4,300)	(61.4%)	5,000	2,300	85.2%
53405 DUES & MEMBERSHIPS	452	(275)	170	225	55	32.4%	585	360	160.0%
53410 SUBSCRIPTIONS & PUBLICATIONS	649	599	600	7,975	7,375	1229.2%	7,500	(475)	(6.0%)
53415 CERTIFICATION EXPENSE	-	-	-	-	-		-	-	
53605 TRAINING EXPENSES	9,046	5,244	11,280	24,106	12,826	113.7%	27,975	3,869	16.0%
53620 TUITION EXPENSE	-	-	-	5,000	5,000		5,000	-	0.0%
54131 PHONE LINES	8,257	4,316	8,000	6,984	(1,016)	(12.7%)	6,984	-	0.0%
54133 INTERNET	4,592	2,347	5,000	6,348	1,348	27.0%	6,348	-	0.0%
54134 CELL PHONES & MOBILE DEVICES	15,859	6,320	14,000	18,576	4,576	32.7%	21,456	2,880	15.5%
54135 SECURITY SYSTEM PHONE LINE	-	1,196	-	-	-		-	-	
54136 SCADA/TELEMETRY PHONE	13,876	5,827	13,330	20,463	7,133	53.5%	19,363	(1,100)	(5.4%)
57150 EQUIPMENT MAINTENANCE	22,454	15,284	21,000	25,750	4,750	22.6%	13,120	(12,630)	(49.0%)
<b>Total</b>	<b>930,061</b>	<b>445,795</b>	<b>997,846</b>	<b>1,211,828</b>	<b>213,982</b>	<b>21.4%</b>	<b>1,136,894</b>	<b>(74,934)</b>	<b>(6.2%)</b>
Less Indirect Overhead Charge to Sewer Ops	(172,494)	(82,085)	(164,170)	(181,774)	(17,604)	10.7%	(170,534)	11,240	(6.2%)
<b>TOTAL INFORMATION TECHNOLOGY</b>	<b>\$ 930,061</b>	<b>\$ 445,795</b>	<b>\$ 997,846</b>	<b>\$1,211,828</b>	<b>\$ 213,982</b>	<b>21.4%</b>	<b>\$1,136,894</b>	<b>\$ (74,534)</b>	<b>(6.2%)</b>

**PROGRAM 401 - GENERAL INFORMATION TECHNOLOGY  
BUDGET SUMMARY**

**Program 401-General IT** is used to account for all personnel related expenses incurred in the administration of the District's IT functions.

		2019 EXPENDED	2020 THRU 6/30/2020	2020 PROJECTED YEAR END	2021 BUDGET	\$ INCR/(DECR)	%	2022 BUDGET	\$ INCR/(DECR)	%
51105	SALARIES	\$ 409,842	\$ 217,645	\$ 435,290	\$ 399,832	\$ (35,458)	(8.1%)	\$ 410,342	\$ 10,510	2.6%
51205	OVERTIME PAY	663	831	1,500	1,500	-	0.0%	1,500	-	0.0%
51305	TEMPORARY HELP				-	-	0.0%	-	-	0.0%
51512	FICA & MEDICARE	30,867	16,484	32,968	30,587	(2,381)	(7.2%)	31,391	804	2.6%
51513	L & I INSURANCE	855	508	1,016	945	(71)	(7.0%)	945	-	0.0%
51515	PERS RETIREMENT EXPENSE	52,057	27,747	55,494	51,458	(4,036)	(7.3%)	52,811	1,353	2.6%
51516	DEFERRED COMPENSATION MATCH	7,557	4,286	8,572	7,997	(575)	(6.7%)	8,207	210	2.6%
51524	MEDICAL INSURANCE PREMIUMS	46,605	23,372	46,744	59,856	13,112	28.1%	64,046	4,190	7.0%
51525	DENTAL INSURANCE PREMIUMS	4,002	2,017	4,034	7,963	3,929	97.4%	7,963	-	0.0%
51526	VISION INSURANCE PREMIUMS	789	395	790	1,139	349	44.2%	1,139	-	0.0%
51527	LIFE INSURANCE PREMIUMS	611	288	576	638	62	10.8%	638	-	0.0%
51530	L/T DISABILITY INSURANCE	2,004	949	1,898	2,257	359	18.9%	2,257	-	0.0%
51531	S/T DISABILITY INSURANCE	1,555	192	384	384	-	0.0%	384	-	0.0%
52125	OTHER OFFICE EXPENSES	1,513	(283)	200	600	400	200.0%	200	(400)	(66.7%)
52705	NON CAPITAL OFFICE FURNITURE & EQUIP	1,473	-	-	-	-	0.0%	-	-	0.0%
53405	DUES & MEMBERSHIPS	452	75	170	225	55	32.4%	585	360	160.0%
53605	TRAINING EXPENSES	3,854	2,885	3,880	3,516	(364)	(9.4%)	6,105	2,589	73.6%
53620	TUITION REIMBURSEMENT	-	-	-	5,000	5,000	0.0%	5,000	-	0.0%
54134	CELL PHONES & PAGERS	2,180	-	-	-	-	0.0%	-	-	0.0%
<b>TOTAL GENERAL IT</b>		<b>\$ 566,879</b>	<b>\$ 297,391</b>	<b>\$ 593,516</b>	<b>\$ 573,897</b>	<b>\$ (19,619)</b>	<b>(3.3%)</b>	<b>\$ 593,513</b>	<b>\$ 19,616</b>	<b>3.4%</b>

**PROGRAM 410 - IT SERVICES  
BUDGET SUMMARY**

**Program 410 - IT Services is used to account for expenses incurred by the District in maintaining and administering its IT and cloud hosted systems. This program includes software licensing, hardware purchases, hardware maintenance, and continuing IT education.**

		2019 EXPENDED	2020 THRU 6/30/2020	2020 PROJECTED YEAR END	2021 BUDGET	\$ INCR/(DECR)	% 	2022 BUDGET	\$ INCR/(DECR)	% 
52105	OFFICE SUPPLIES				\$ -	\$ -	0.0%	\$ -	\$ -	0.0%
52110	TECHNOLOGY SUPPLIES	17,009	4,680	9,000	7,700	(1,300)	(14.4%)	5,800	(1,900)	(24.7%)
52710	NCE-COMPUTER H/W & S/W	39,102	9,433	35,000	26,990	(8,010)	(22.9%)	17,700	(9,290)	(34.4%)
53134	IT & CONSULTING SERVICES	51,897	7,570	34,000	140,500	106,500	313.2%	92,500	(48,000)	(34.2%)
53135	SOFTWARE SUBSCRIPTION/SUPPORT	176,591	87,607	245,000	343,355	98,355	40.1%	305,740	(37,615)	(11.0%)
53151	SECURITY SYSTEM SERVICES	1,584	1,216	7,000	2,700	(4,300)	(61.4%)	5,000	2,300	85.2%
53405	DUES & MEMBERSHIPS		(350)	-	-	-	0.0%	-	-	0.0%
53410	SUBSCRIPTIONS & PUBLICATIONS	649	599	600	7,975	7,375	1229.2%	7,500	(475)	(6.0%)
53415	CERTIFICATION EXPENSE			-	-	-	0.0%	-	-	0.0%
53605	TRAINING EXPENSE			-	2,700	2,700	0.0%	2,700	-	0.0%
54131	PHONE LINES	8,257	4,316	8,000	6,984	(1,016)	(12.7%)	6,984	-	0.0%
54133	INTERNET	4,592	2,347	5,000	6,348	1,348	27.0%	6,348	-	0.0%
54134	CELL PHONES & MOBILE DEVICES	13,679	6,320	14,000	18,576	4,576	32.7%	21,456	2,880	15.5%
54135	SECURITY SYSTEM SERVICES	-	1,196	-	-	-	0.0%	-	-	0.0%
54136	SCADA COMMUNICATIONS	13,876	5,827	13,330	20,463	7,133	53.5%	19,363	(1,100)	(5.4%)
57150	EQUIPMENT MAINTENANCE	22,454	15,284	21,000	25,750	4,750	22.6%	13,120	(12,630)	(49.0%)
<b>TOTAL IT SERVICES</b>		<b>\$ 349,690</b>	<b>\$ 146,045</b>	<b>\$ 391,930</b>	<b>\$ 610,041</b>	<b>\$ 218,111</b>	<b>55.7%</b>	<b>\$ 504,211</b>	<b>\$ (105,830)</b>	<b>(17.3%)</b>

Significant Budget Variances Between 2020 & 2021 (1)			
Description		Dollar Increase/ (Decrease)	Explanation
52710	NCE - Computer H/W & S/W	(8,010)	Anticipate spending less in 2021
53134	IT & Consulting Services	\$ 106,500	Increase due implementations of CIS, AM, Sewer video
53135	Software Subscription/Support	\$ 98,355	Need to pay for Munis and new CIS/FIS until new system is fully implemented. General increases to other hosted software solutions.
53410	Subscriptions & Publications	\$ 7,500	New CivicPlus Website Maintenance & Hosting
54136	SCADA Communications	\$ 7,133	Key increase due to 4 modem replacements

(1) Explanation is provided for any variances (+/- 15% & +/- \$5K)

Significant Budget Variances Between 2021 & 2022 (1)			
Description		Dollar Increase/ (Decrease)	Explanation
52710	NCE-COMPUTER H/W & S/W	(9,290)	Expect to purchase less items in 2022
53134	IT & CONSULTING SERVICES	(48,000)	Expect to pay less for consulting fees
53135	SOFTWARE SUBSCRIPTION/SUPPORT	(37,615)	Do not expect to pay for Munis hosting fees in 2022
57150	EQUIPMENT MAINTENANCE	(12,630)	Less maintenance fees to pay in 2022

(1) Explanation is provided for any variances (+/- 15% & +/- \$5K)



## PROGRAM 430 - GIS BUDGET SUMMARY

**Program 420 - GIS is used to account for expenses that are specifically identifiable to the District's GIS program.**

		2019 EXPENDED	2020 THRU 6/30/2020	2020 PROJECTED YEAR END	2021 BUDGET	\$ INCR/(DECR)	%	2022 BUDGET	\$ INCR/(DECR)	%
53120	GENERAL GIS SERVICES	\$ 8,300	\$ -	\$ 5,000	\$ 10,000	\$ 5,000	100.0%	\$ 20,000	\$ 10,000	100.0%
53605	TRAINING EXPENSES	5,192	2,359	7,400	17,890	10,490	141.8%	19,170	1,280	7.2%

<b>TOTAL GIS</b>	<b>\$</b>	<b>13,492</b>	<b>\$</b>	<b>2,359</b>	<b>\$</b>	<b>12,400</b>	<b>\$</b>	<b>27,890</b>	<b>\$</b>	<b>15,490</b>	<b>124.9%</b>	<b>\$</b>	<b>39,170</b>	<b>\$</b>	<b>11,280</b>	<b>40.4%</b>
------------------	-----------	---------------	-----------	--------------	-----------	---------------	-----------	---------------	-----------	---------------	---------------	-----------	---------------	-----------	---------------	--------------

Significant Budget Variances Between 2020 & 2021 (1)			
Description		Dollar Increase/ (Decrease)	Explanation
53120	General GIS Services	\$ 10,000	Anticipating external consulting help
53605	Training Expenses	\$ 10,490	Expect in-person travel and training to

(1) Explanation is provided for any variances (+/- 15% & +/- \$5K)

Significant Budget Variances Between 2021 & 2022 (1)			
Description		Dollar Increase/ (Decrease)	Explanation
53120	General GIS Services	\$ 10,000	Updated aerial imagery for GIS, done

(1) Explanation is provided for any variances (+/- 15% & +/- \$5K)

## Engineering Department 2021 - 2022 Budget Overview

	Budget Expenditures (Excl. Resvs)	Actual Expenditures	Budget vs Actual % Over/ (Under)	Staffing Level		
				FTE	FTE Increase/ (Decrease)	% Increase/ (Decrease)
2015	\$635,510	\$521,232	(18.0%)	5	0	0.0%
2016	\$605,356	\$556,690	(8.0%)	5	0	0.0%
2017	\$875,260	\$652,584	(25.4%)	6	1	20.0%
2018	\$817,567	\$775,506	(5.1%)	6	0	0.0%
2019	\$1,025,276	\$818,186	(20.2%)	5	(1)	(16.7%)
2020	\$1,045,147	\$0	(100.0%)	5	0	0.0%
2021	\$1,147,149	\$0	(100.0%)	6	1	20.0%
2022	\$1,174,064	\$0	(100.0%)	6	0	0.0%

### **Key Department Functions/Activities:**

The Engineering Division implements the District Capital Improvement Plan and Developer Extension projects, responds to

### **Budget Highlights:**

#### **2021**

The District will hire a project engineer in 2021  
See Construction Budget Overview for project list

#### **2022**

See Construction Budget Overview for project list

## ENGINEERING DEPARTMENT BUDGET SUMMARY

		2019 EXPENDED	2020 THRU 6/30/2020	2020 PROJECTED YEAR END	2021 PROPOSED BUDGET	\$ INCR/(DECR)	%	2022 PROPOSED BUDGET	\$ INCR/(DECR)	%
51105	SALARIES	\$ 510,889	\$ 259,386	\$ 518,772	\$ 637,562	\$ 118,790	22.9%	\$ 662,272	\$ 24,710	3.9%
51205	OVERTIME PAY	1,634	1,475	2,950	-	(2,950)	(100.0%)	-	-	
51305	TEMPORARY HELP	4,392	512	1,024	10,080	9,056	884.4%	10,080	-	0.0%
51512	FICA & MEDICARE	37,710	19,078	38,156	47,147	8,991	23.6%	48,462	1,315	2.8%
51513	L & I INSURANCE	2,653	1,371	2,742	4,674	1,932	70.5%	4,674	-	0.0%
51515	PERS RETIREMENT EXPENSE	63,815	31,953	63,906	81,990	18,084	28.3%	85,168	3,178	3.9%
51516	DEFERRED COMPENSATION MATCH	9,894	4,952	9,904	12,751	2,847	28.7%	13,245	494	3.9%
51524	MEDICAL INSURANCE PREMIUMS	96,166	47,258	94,516	122,087	27,571	29.2%	130,633	8,546	7.0%
51525	DENTAL INSURANCE PREMIUMS	9,591	4,696	9,392	10,558	1,166	12.4%	10,875	317	3.0%
51526	VISION INSURANCE PREMIUMS	1,688	833	1,666	1,898	232	13.9%	1,898	-	0.0%
51527	LIFE INSURANCE PREMIUMS	766	371	742	1,413	671	90.4%	1,413	-	0.0%
51530	L/T DISABILITY INSURANCE	2,393	1,171	2,342	3,507	1,165	49.7%	3,642	135	3.8%
51531	S/T DISABILITY INSURANCE	1,847	894	1,788	3,399	1,611	90.1%	3,530	131	3.9%
52201	SMALL TOOLS	394	314	2,000	2,000	-	0.0%	2,000	-	0.0%
52208	UNIFORMS & SAFETY BOOTS	826	-	826	2,570	1,744	211.1%	2,570	-	0.0%
52209	HEALTH & SAFETY SUPPLIES	12,286	10,058	10,954	21,190	10,236	93.4%	10,708	(10,482)	(49.5%)
52302	EMERGENCY PREPAREDNESS	6,038	1,038	1,600	1,300	(300)	(18.8%)	500	(800)	(61.5%)
53120	GEN'L ENGINEERING SERVICES	45,446	13,369	30,000	140,000	110,000	366.7%	145,000	5,000	3.6%
53145	OTHER PROFESSIONAL SERVICES	4,895	4,818	10,954	21,210	10,256	93.6%	13,190	(8,020)	(37.8%)
53405	DUES & MEMBERSHIPS	195	195	600	325	(275)	(45.8%)	325	-	0.0%
53410	SUBSCRIPTIONS & PUBLICATIONS	336	-	350	500	150	42.9%	500	-	0.0%
53415	CERTIFICATION EXPENSE	329	161	337	392	55	16.3%	434	42	10.7%
53605	TRAINING EXPENSES	9,675	7,542	3,000	15,596	12,596	419.9%	17,945	2,349	15.1%
58100	VARIANCE EXPENSES	971	1,723	1,000	5,000	4,000	400.0%	5,000	-	0.0%
<b>Total</b>		<b>824,829</b>	<b>413,168</b>	<b>809,521</b>	<b>1,147,149</b>	<b>337,628</b>	<b>41.7%</b>	<b>1,174,064</b>	<b>26,915</b>	<b>2.3%</b>
Capital Expenditure Transfers										
Less Indirect Overhead Charge to Sewer Ops		(139,711)	(71,267)	(142,535)	(172,072)	(29,537)	20.7%	(176,110)	(4,038)	2.3%
<b>TOTAL ENGINEERING</b>		<b>\$ 685,118</b>	<b>\$ 341,901</b>	<b>\$ 666,986</b>	<b>\$ 975,077</b>	<b>\$ 308,091</b>	<b>46.2%</b>	<b>\$ 997,954</b>	<b>\$ 22,877</b>	<b>2.3%</b>

**PROGRAM 501 - GENERAL ENGINEERING  
BUDGET SUMMARY**

**Program 501 - General Engineering is used to account for all engineering department expenses, including personnel related expenses, except for supplies and other expenses directly related to GIS and the District's Safety Program.**

		2019 EXPENDED	2020 THRU 6/30/2020	2020 PROJECTED YEAR END	2021 BUDGET	\$ INCR/(DECR)	%	2022 BUDGET	\$ INCR/(DECR)	%
51105	SALARIES	\$ 510,889	\$ 259,386	\$ 518,772	\$ 637,562	\$ 118,790	22.9%	\$ 662,272	\$ 24,710	3.9%
51205	OVERTIME PAY	1,634	1,475	2,950	-	(2,950)	(100.0%)	-	-	0.0%
51305	TEMPORARY HELP	4,392	512	1,024	10,080	9,056	884.4%	10,080	-	0.0%
51512	FICA & MEDICARE	37,710	19,078	38,156	47,147	8,991	23.6%	48,462	1,315	2.8%
51513	L & I INSURANCE	2,653	1,371	2,742	4,674	1,932	70.5%	4,674	-	0.0%
51515	PERS RETIREMENT EXPENSE	63,815	31,953	63,906	81,990	18,084	28.3%	85,168	3,178	3.9%
51516	DEFERRED COMPENSATION MATCH	9,894	4,952	9,904	12,751	2,847	28.7%	13,245	494	3.9%
51524	MEDICAL INSURANCE PREMIUMS	96,166	47,258	94,516	122,087	27,571	29.2%	130,633	8,546	7.0%
51525	DENTAL INSURANCE PREMIUMS	9,591	4,696	9,392	10,558	1,166	12.4%	10,875	317	3.0%
51526	VISION INSURANCE PREMIUMS	1,688	833	1,666	1,898	232	13.9%	1,898	-	0.0%
51527	LIFE INSURANCE PREMIUMS	766	371	742	1,413	671	90.4%	1,413	-	0.0%
51530	L/T DISABILITY INSURANCE	2,393	1,171	2,342	3,507	1,165	49.7%	3,642	135	3.8%
51531	S/T DISABILITY INSURANCE	1,847	894	1,788	3,399	1,611	90.1%	3,530	131	3.9%
52201	SMALL TOOLS	394	314	2,000	2,000	-	0.0%	2,000	-	0.0%
52208	UNIFORMS & SAFETY BOOTS	826		826	2,570	1,744	211.1%	2,570	-	0.0%
53120	GEN'L ENGINEERING SERVICES	45,446	13,369	30,000	140,000	110,000	366.7%	145,000	5,000	3.6%
53145	OTHER PROFESSIONAL SERVICES				10,605	10,605	0.0%	6,595	(4,010)	(37.8%)
53410	SUBSCRIPTIONS & PUBLICATIONS	336		350	500	150	42.9%	500	-	0.0%
53415	CERTIFICATION EXPENSE	242	116	242	300	58	24.0%	342	42	14.0%
53605	TRAINING EXPENSES	7,360	6,937	3,000	12,630	9,630	321.0%	11,495	(1,135)	(9.0%)
58100	VARIANCE EXPENSES	971	1,723	1,000	5,000	4,000	400.0%	5,000	-	0.0%
<b>TOTAL GENERAL ENGINEERING</b>		<b>\$ 799,013</b>	<b>\$ 396,409</b>	<b>\$ 785,318</b>	<b>\$1,110,671</b>	<b>\$ 325,353</b>	<b>41.4%</b>	<b>\$1,149,394</b>	<b>\$ 38,723</b>	<b>3.5%</b>



**PROGRAM 520 - SAFETY  
BUDGET SUMMARY**

**Program 520 - Safety is used to account for engineering expenses that are specifically identifiable to the District's Safety program.**

		2019 EXPENDED	2020 THRU 6/30/2020	2020 PROJECTED YEAR END	2021 BUDGET	\$ INCR/(DECR)	%	2022 BUDGET	\$ INCR/(DECR)	%
52209	HEALTH & SAFETY SUPPLIES	12,286	10,058	10,954	21,190	10,236	93.4%	10,708	(10,482)	(49.5%)
52302	EMERGENCY PREPARDNESS	6,038	1,038	1,600	1,300	(300)	(18.8%)	500	(800)	(61.5%)
53145	OTHER PROFESSIONAL SERVICES	4,895	4,818	10,954	10,605	(349)	(3.2%)	6,595	(4,010)	(37.8%)
53405	DUES & MEMBERSHIPS	195	195	600	325	(275)	(45.8%)	325	-	0.0%
53415	CERTIFICATION EXPENSE	87	45	95	92	(3)	(3.2%)	92	-	0.0%
53605	TRAINING EXPENSE	2,315	605		2,966	2,966	0.0%	6,450	3,484	117.5%
<b>TOTAL SAFETY</b>		<b>\$ 25,816</b>	<b>\$ 16,759</b>	<b>\$ 24,203</b>	<b>\$ 36,478</b>	<b>\$ 12,275</b>	<b>50.7%</b>	<b>\$ 24,670</b>	<b>\$ (11,808)</b>	<b>(32.4%)</b>

## Sewer Operations Department 2021 - 2022 Budget Overview

	Budget Expenditures (Excl. Resvs)	Actual Expenditures	Budget vs Actual % Over/ (Under)	Staffing Level		
				FTE	FTE Increase/ (Decrease)	% Increase/ (Decrease)
2015	\$5,006,435	\$4,451,967	(11.1%)	3	0	0.0%
2016	\$5,135,087	\$3,754,305	(26.9%)	3	0	0.0%
2017	\$4,179,663	\$4,445,484	6.4%	2.85	-0.15	(5.0%)
2018	\$4,230,075	\$0	(100.0%)	2.85	0	0.0%
2019	\$0	\$0	#DIV/0!	2.85	0	0.0%
2020	\$0	\$0	#DIV/0!	2.85	0	0.0%
2021	\$515,367	\$0	(100.0%)	2.85	0	0.0%
2022	\$526,835	\$0	(100.0%)	2.85	0	0.0%

### **Key Department Functions/Activities:**

The Sewer Department is responsible for the maintenance of 45 miles of sanitary sewer collection system that covers the industrial park to the north, downtown Woodinville and surrounding area, as well as, the English Hills to the south in Redmond. The staff maintains lift stations and siphon structures as a part of the infrastructure.

# SEWER OPERATIONS DEPARTMENT BUDGET SUMMARY

	2019 EXPENDED	2020 THRU 6/30/2020	2020 PROJECTED YEAR END	2021 BUDGET BUDGET	\$ INCR/(DECR)	%	2022 BUDGET BUDGET	\$ INCR/(DECR)	%
51105 SALARIES	\$ 215,538	\$ 96,462	\$ 192,924	\$ 214,236	\$ 21,312	11.0%	\$ 223,907	\$ 9,671	4.5%
51205 OVERTIME	-	-	-	11,813	11,813		12,403	590	5.0%
51210 ON CALL PAY	-	-	-	3,315	3,315		3,315	-	0.0%
51305 TEMPORARY HELP	-	-	13,000	14,800	1,800	13.8%	14,800	-	0.0%
51512 FICA & MEDICARE	16,488	7,205	14,410	16,389	1,979	13.7%	17,129	740	4.5%
51513 L & I INSURANCE	3,898	2,534	5,068	4,937	(131)	(2.6%)	4,937	-	0.0%
51515 PERS RETIREMENT EXPENSE	27,654	12,405	24,810	27,572	2,762	11.1%	28,817	1,245	4.5%
51516 DEFERRED COMPENSATION MATCH	-	-	-	4,285	4,285		4,478	193	4.5%
51524 MEDICAL INSURANCE PREMIUMS	64,722	26,968	53,936	67,039	13,103	24.3%	71,733	4,694	7.0%
51525 DENTAL INSURANCE PREMIUMS	5,254	2,189	4,378	6,491	2,113	48.3%	6,491	-	0.0%
51526 VISION INSURANCE PREMIUMS	973	406	812	-	(812)	(100.0%)	1,054	1,054	#DIV/O!
51527 LIFE INSURANCE PREMIUMS	801	186	372	471	99	26.6%	471	-	0.0%
51530 L/T DISABILITY INSURANCE	1,056	431	862	1,178	316	36.7%	1,178	-	0.0%
51531 S/T DISABILITY INSURANCE	1,149	108	216	1,142	926	428.7%	1,142	-	0.0%
52120 BUSINESS MEETINGS	-	-	-	100	100		100	-	0.0%
52125 OTHER OFFICE EXPENSES	-	-	900	1,000	100	11.1%	1,000	-	0.0%
52201 SMALL TOOLS	1,248	267	2,575	2,874	299	11.6%	2,560	(314)	(10.9%)
52202 PAINT & PAINTING SUPPLIES	757	27	500	550	50	10.0%	550	-	0.0%
52203 LUBRICANTS & CLEANERS	16,823	332	27,500	31,084	3,584	13.0%	31,084	-	0.0%
52204 TELEMETRY SUPPLIES	-	-	2,250	2,500	250	11.1%	2,500	-	0.0%
52205 WELDING SUPPLIES	416	181	450	508	58	12.9%	483	(25)	(4.9%)
52206 ROCK, SAND, GRAVEL & BARK	-	-	2,750	2,880	130	4.7%	1,500	(1,380)	(47.9%)
52208 UNIFORMS & SAFETY BOOTS	1,788	350	1,800	1,820	20	1.1%	1,820	-	0.0%
52301 INCIDENTAL MEALS	-	-	-	100	100		100	-	0.0%
52303 OTHER SUPPLIES	5,216	1,752	3,625	3,900	275	7.6%	3,900	-	0.0%
52405 UNLEADED GAS	3,472	1,084	3,800	4,320	520	13.7%	4,320	-	0.0%
52410 DIESEL	3,121	966	2,700	2,860	160	5.9%	2,860	-	0.0%
52415 OIL/OTHER	-	-	125	135	10	8.0%	135	-	0.0%
52515 METRO-SEWER DISPOSAL CHGS	3,827,307	1,994,135	3,988,270	4,165,379	177,109	4.4%	4,178,016	12,637	0.3%
52725 NICE-SHOP/GARAGE EQUIPMENT	-	-	-	-	-		-	-	
52730 NICE-RADIO EQUIPMENT	-	-	-	-	-	0.0%	-	-	0.0%
52740 NICE-OTHER MACH/EQUIPMENT	2,718	5,227	6,000	5,800	(200)	(3.3%)	3,450	(2,350)	(40.5%)
53125 PRINTING & GRAPHIC SERVICES	858	-	1,050	1,150	100	9.5%	1,150	-	0.0%
53135 HARDWARE/SOFTWARE SUPPORT	24,510	-	1,000	1,000	-	0.0%	1,000	-	0.0%
53120 GENL ENGINEERING SERVICES	5,427	-	-	400	400		400	-	0.0%
53150 TESTING-OUTSIDE	-	-	-	300	300		300	-	0.0%
53205 OUTSIDE RENTS	-	-	-	600	600		600	-	0.0%
53405 DUES & MEMBERSHIPS	-	-	50	50	-	0.0%	50	-	0.0%
53410 SUBSCRIPTIONS & PUBLICATIONS	-	-	50	50	-	0.0%	50	-	0.0%
53415 CERTIFICATION EXPENSE	149	-	600	680	80	13.3%	680	-	0.0%
53605 TRAINING EXPENSES	-	-	1,525	1,650	125	8.2%	1,650	-	0.0%
54105 POWER	5,963	3,063	6,000	6,000	-	0.0%	6,000	-	0.0%
54131 PHONE LINES	-	-	-	-	-		-	-	#DIV/O!
54134 CELL PHONES & PAGERS	1,469	564	1,675	1,816	141	8.4%	1,816	-	0.0%
54136 SCADS/TELEMETRY PHONE	-	-	-	-	-		-	-	
54151 DUMPING	196	-	2,800	3,000	200	7.1%	3,000	-	0.0%
57111 VEHICLE MAINTENANCE SERVICES	3,434	9	6,200	7,000	800	12.9%	7,000	-	0.0%
57112 VEHICLE PARTS/REPAIR SERVICES	8,587	3,550	12,500	14,300	1,800	14.4%	14,300	-	0.0%
57113 TIRES	-	-	-	3,400	3,400		3,500	100	2.9%
57123 MAIN/MANHOLE MAINTENANCE	667	-	9,975	10,500	525	5.3%	10,500	-	0.0%
57126 MR. SYSTEM MAINTENANCE MBR	-	-	-	-	-		-	-	
57127 LIFT STATION/SIPHON MAIN	9,432	7,010	17,000	21,172	4,172	24.5%	18,422	(2,750)	(13.0%)
57150 EQUIPMENT MAINTENANCE	-	599	3,500	4,000	500	14.3%	4,000	-	0.0%
57151 EQUIPMENT REPAIR & SUPPLIES	121	1,464	1,464	1,400	(64)	(4.4%)	1,400	-	0.0%
58105 PERMITS & INSPECTIONS	(21,792)	-	2,500	2,800	300	12.0%	2,800	-	0.0%
58205 STATE EXCISE/B&O TAXES	-	(50,904)	-	44,016	44,016		44,182	166	0.4%
<b>Total</b>	<b>4,239,420</b>	<b>2,118,570</b>	<b>4,421,922</b>	<b>4,724,762</b>	<b>302,840</b>	<b>6.8%</b>	<b>4,749,033</b>	<b>24,271</b>	<b>0.5%</b>
Capital Expenditure Transfers	537,900	277,000	554,000	632,800	78,800	14.2%	649,900	17,100	2.7%
Equipment Replacement Reserv	35,745	17,873	35,745	60,210	24,465	68.4%	60,210	-	0.0%
Capitalized Salaries/Overhead	(41,600)	(20,800)	(41,600)	(41,600)	-	0.0%	(41,600)	-	0.0%
Indirect Overhead Charge to Sewer Ops	723,395	360,891	721,782	765,337	43,555	6.0%	769,016	3,679	0.5%
<b>TOTAL SEWER OPERATIONS</b>	<b>\$ 5,494,860</b>	<b>\$ 2,753,534</b>	<b>\$ 5,691,849</b>	<b>\$ 6,141,509</b>	<b>\$ 449,660</b>	<b>7.9%</b>	<b>\$ 6,186,559</b>	<b>\$ 45,050</b>	<b>0.7%</b>

**PROGRAM 801 - SEWER OPERATIONS  
BUDGET SUMMARY**

**Program 801 - Sewer Operations** is used to account for all sewer operating expenses incurred except those specifically identifiable as related to the District's costs of sewage treatment services provided by King County Waste Water Treatment Division.

	2019 EXPENDED	2020 THRU 6/30/2020	2020 PROJECTED YEAR END	2021 BUDGET BUDGET	\$ INCR/(DECR)	%	2022 BUDGET BUDGET	\$ INCR/(DECR)	%
51105 SALARIES	\$ 215,538	\$ 96,462	\$ 192,924	\$ 214,236	\$ 21,312	0.0%	\$ 223,907	\$ 9,671	4.5%
51205 OVERTIME				11,813	11,813	0.0%	12,403	590	5.0%
51210 ON CALL PAY				3,315	3,315	0.0%	3,315	-	0.0%
51305 TEMPORARY HELP			13,000	14,800	1,800	13.8%	14,800	-	0.0%
51512 FICA & MEDICARE	16,488	7,205	14,410	16,389	1,979	0.0%	17,129	740	4.5%
51513 L & I INSURANCE	3,898	2,534	5,068	4,937	(131)	0.0%	4,937	-	0.0%
51515 PERS RETIREMENT EXPENSE	27,654	12,405	24,810	27,572	2,762	0.0%	28,817	1,245	4.5%
51516 DEFERRED COMPENSATION MATCH			-	4,285	4,285	0.0%	4,478	193	4.5%
51524 MEDICAL INSURANCE PREMIUMS	64,722	26,968	53,936	67,039	13,103	0.0%	71,733	4,694	7.0%
51525 DENTAL INSURANCE PREMIUMS	5,254	2,189	4,378	6,491	2,113	0.0%	6,491	-	0.0%
51526 VISION INSURANCE PREMIUMS	973	406	812	(812)	(812)	0.0%	1,054	1,054	0.0%
51527 LIFE INSURANCE PREMIUMS	801	186	372	471	99	0.0%	471	-	0.0%
51530 L/T DISABILITY INSURANCE	1,056	431	862	1,178	316	0.0%	1,178	-	0.0%
51531 S/T DISABILITY INSURANCE	1,149	108	216	1,142	926	0.0%	1,142	-	0.0%
52120 BUSINESS MEETINGS			-	100	100	0.0%	100	-	0.0%
52125 OTHER OFFICE EXPENSES			900	1,000	100	11.1%	1,000	-	0.0%
52201 SMALL TOOLS	1,248	267	2,575	2,874	299	11.6%	2,560	(314)	(10.9%)
52202 PAINT & PAINTING SUPPLIES	757	27	500	550	50	10.0%	550	-	0.0%
52203 LUBRICANTS & CLEANERS	16,823	332	27,500	31,084	3,584	13.0%	31,084	-	0.0%
52204 TELEMTRY SUPPLIES			2,250	2,500	250	11.1%	2,500	-	0.0%
52205 WELDING SUPPLIES	416	181	450	508	58	12.9%	483	(25)	(4.9%)
52206 ROCK, SAND, GRAVEL & BARK			2,750	2,880	130	4.7%	1,500	(1,380)	(47.9%)
52208 UNIFORMS & SAFETY BOOTS	1,788	350	1,800	1,820	20	1.1%	1,820	-	0.0%
52301 INCIDENTAL MEALS				100	100	0.0%	100	-	0.0%
52303 OTHER SUPPLIES	5,216	1,752	3,625	3,900	275	7.6%	3,900	-	0.0%
52405 UNLEADED GAS	3,472	1,084	3,800	4,320	520	13.7%	4,320	-	0.0%
52410 DIESEL	3,121	966	2,700	2,860	160	5.9%	2,860	-	0.0%
52415 OIL/OTHER			125	135	10	8.0%	135	-	0.0%
52725 NCE-SHOP/GARAGE EQUIPMENT				-	-	0.0%	-	-	0.0%
52740 NCE-OTHER MACH/EQUIPMENT	2,718	5,227	6,000	5,800	(200)	(3.3%)	3,450	(2,350)	(40.5%)
53125 PRINTING & GRAPHIC SERVICES	858		1,050	1,150	100	9.5%	1,150	-	0.0%
53135 HARDWARE/SOFTWARE SUPPORT	24,510		1,000	1,000	-	0.0%	1,000	-	0.0%
53145 OTHER PROFESSIONAL SERVICES	5,427			400	400	0.0%	400	-	0.0%
53150 TESTING-OUTSIDE				300	300	0.0%	300	-	0.0%
53205 OUTSIDE RENTS				600	600	0.0%	600	-	0.0%
53405 DUES & MEMBERSHIPS			50	50	-	0.0%	50	-	0.0%
53410 SUBSCRIPTIONS & PUBLICATIONS			50	50	-	0.0%	50	-	0.0%
53415 CERTIFICATION EXPENSE	149		600	680	80	13.3%	680	-	0.0%
53605 TRAINING EXPENSES			1,525	1,650	125	8.2%	1,650	-	0.0%
54105 POWER	5,963	3,063	6,000	6,000	-	0.0%	6,000	-	0.0%
54131 PHONE LINES				-	-	0.0%	-	-	0.0%
54134 CELL PHONES & PAGERS	1,469	564	1,675	1,816	141	8.4%	1,816	-	0.0%
54136 SCADA/TELEMETRY PHONE				-	-	0.0%	-	-	0.0%
54151 DUMPING	196		2,800	3,000	200	7.1%	3,000	-	0.0%
57111 VEHICLE MAINTENANCE SERVICES	3,434	9	6,200	7,000	800	12.9%	7,000	-	0.0%
57112 VEHICLE PARTS/REPAIR SERVICES	8,587	3,550	12,500	14,300	1,800	14.4%	14,300	-	0.0%
57113 TIRES				3,400	3,400	0.0%	3,500	100	2.9%
57123 MAIN/MANHOLE MAINTENANCE	667		9,975	10,500	525	5.3%	10,500	-	0.0%
57127 LIFT STATION/SIPHON MAINT	9,432	7,010	17,000	21,172	4,172	24.5%	18,422	(2,750)	(13.0%)
57150 EQUIPMENT MAINTENANCE		599	3,500	4,000	500	14.3%	4,000	-	0.0%
57151 EQUIPMENT REPAIR & SUPPLIES	121	1,464	1,464	1,400	(64)	(4.4%)	1,400	-	0.0%
58105 PERMITS & INSPECTIONS	(21,792)		2,500	2,800	300	12.0%	2,800	-	0.0%
58205 STATE EXCISE/B&O TAXES		(50,904)		44,016	44,016	0.0%	44,182	166	0.0%

<b>TOTAL GENERAL OPERATIONS</b>	<b>\$ 412,113</b>	<b>\$ 124,435</b>	<b>\$ 433,652</b>	<b>\$ 559,383</b>	<b>\$ 125,731</b>	<b>279.3%</b>	<b>\$ 571,017</b>	<b>\$ 11,634</b>	<b>2.2%</b>
---------------------------------	-------------------	-------------------	-------------------	-------------------	-------------------	---------------	-------------------	------------------	-------------



Significant Budget Variances Between 2020 & 2021 (1)			
Description		Dollar Increase/ (Decrease)	Explanation
57127	LIFT STATION/SIPHON MAINT	7,172	Higher due to hydraulic unit purchase

**PROGRAM 330 - SUPPLY PASS-THROUGH COSTS  
BUDGET SUMMARY**

		2019	2020	2020	2021	\$	%	2022	\$	%
		EXPENDED	THRU	PROJECTED	BUDGET	INCR/(DECR)		BUDGET	INCR/(DECR)	
			6/30/2020	YEAR END	BUDGET			BUDGET		
52515	METRO-SEWER DISPOSAL CHGS	\$ 3,827,307	\$ 1,994,135	\$ 3,988,270	\$4,165,379	\$ 177,109	4.4%	\$4,178,016	\$ 12,637	0.3%
<b>TOTAL SUPPLY PASS-THROUGH COSTS</b>		<b>\$ 3,827,307</b>	<b>\$ 1,994,135</b>	<b>\$ 3,988,270</b>	<b>\$4,165,379</b>	<b>\$ 177,109</b>	<b>4.4%</b>	<b>\$4,178,016</b>	<b>\$ 12,637</b>	<b>0.3%</b>

**WOODINVILLE WATER DISTRICT  
2021 - 2022 BUDGET  
CAPITAL EQUIPMENT PURCHASES SUMMARY  
SEWER OPERATIONS DEPARTMENT**

<b><u>Description</u></b>	<b><u>Cost</u></b>
2021 Vehicle request	\$ 293,000
Subtotal	<b>\$ 293,000</b>
<b><u>Other Capital Equipment</u></b>	
2021	
Sunrise controller replacement	\$ 45,000
	\$ -
	\$ -
	\$ -
Subtotal	<b>\$ 45,000</b>
2022	
Shed for Siphon 1	\$ 20,000
Subtotal	<b>\$ 20,000</b>
<b>Total Capital Equipment Requested</b>	<b><u><u>\$ 358,000</u></u></b>

The items listed above have been budgeted in the Sewer Construction Fund

## Water Construction Fund 2021 - 2022 Budget Overview

	Budget Expenditures (Excl. Resvs)	Actual Expenditures	Budget vs Actual % Over/ (Under)
2014	\$3,377,312	\$4,326,168	28.1%
2015	\$6,533,100	\$6,191,679	(5.2%)
2016	\$6,421,795	\$6,965,221	8.5%
2017	\$3,832,775	\$3,410,307	(11.0%)
2018	\$4,704,572	\$4,571,660	(2.8%)
2019	\$4,527,000	\$0	(100.0%)
2020	\$11,864,262	\$0	(100.0%)
2021	\$10,012,543	\$0	(100.0%)

### **Key Department Functions/Activities:**

The Engineering Division is responsible for the oversight and inspection of all developer extension and CIP projects to ensure that the District's infrastructure is constructed to standards and codes adopted by the Board of Commissioners. The values shown above are based on the annual hours that Engineering Administration staff spend on the oversight and inspection of Water CIP projects.

### **Budget Highlights:**

#### **2021**

ST-2 Complete Hollywood Reservoir Improvements  
D-12 Complete 144th Ave NE Upsizing project  
D-5 Complete 177th Pl R&R  
D-39 Complete 233rd Ave NE; Dead End at NE 16  
D-16 Begin 140th Ave NE Replacement; 142nd Ave NE  
ST-8 Begin Kingsgate Standpipe Construction

#### **2022**

D-16 Complete 140th Ave NE Replacement; 142nd Ave NE  
ST-8 Continue Kingsgate Standpipe Construction  
ST-3 Begin James Bard Res Imp.  
D-19 Begin Dead End at 168th Ave NE



**Water Construction Fund  
2021 & 2022 Budget Summary**

Expenditure Category	2019 Expended	2020 Budget	2021 Proposed Budget	\$ Increase/ (Decrease)	% Increase/ (Decrease)	2022 Proposed Budget	\$ Increase/ (Decrease)	% Increase/ (Decrease)
<b><u>CAPITAL IMPROVEMENTS</u></b>								
<b>CAPITAL EXPENDITURES:</b>								
Capital Project Costs	\$ 4,103,777	\$ 4,432,500	\$ 5,211,292	778,792	17.6%	\$ 4,959,222	(252,070)	(4.8%)
<b>Subtotal Capital Projects</b>	<b>4,103,777</b>	<b>4,432,500</b>	<b>5,211,292</b>	<b>778,792</b>	<b>17.6%</b>	<b>4,959,222</b>	<b>(252,070)</b>	<b>(4.8%)</b>
Capital Technology Purchases	-	33,150	263,075	229,925	693.6%	159,800	(103,275)	(39.3%)
Equipment Purchases	156,715	-	304,000	304,000	0.0%	272,500	(31,500)	(10.4%)
<b>Total Capital Costs</b>	<b>\$ 4,260,492</b>	<b>\$ 4,465,650</b>	<b>\$ 5,778,367</b>	<b>\$ 1,312,717</b>	<b>29.4%</b>	<b>\$ 5,391,522</b>	<b>\$ (386,845)</b>	<b>(6.7%)</b>
<b>RESERVES:</b>								
Capital Fund Reserve	4,076,885	6,539,185	5,366,153	(1,173,032)	(17.9%)	3,879,244	(1,486,909)	(27.7%)
Meter Replacement Reserve	-	-	300,000	300,000	n/a	607,500	307,500	102.5%
Equipment Replacement Reserves	579,197	637,736	419,742	(217,994)	(34.2%)	134,277	(285,465)	(68.0%)
<b>Total Reserves</b>	<b>\$ 4,656,082</b>	<b>\$ 7,176,921</b>	<b>\$ 6,085,895</b>	<b>\$ (1,091,026)</b>	<b>(15.2%)</b>	<b>\$ 4,621,021</b>	<b>\$ (1,464,874)</b>	<b>(24.1%)</b>
<b>TOTAL CAPITAL COSTS/RESERVES</b>	<b>\$ 8,916,574</b>	<b>\$11,642,571</b>	<b>\$ 11,864,262</b>	<b>\$ 221,691</b>	<b>1.9%</b>	<b>\$ 10,012,543</b>	<b>\$ (1,851,719)</b>	<b>(15.6%)</b>

## Distribution and Transmission Main Improvements

Project ID	Project Name	2020	2021	2022	2023	2024	2025	2026
D-1	Obtain Easements in King County							\$829,465
D-2	205th Ave NE R&R							
D-5	NE 177th Place R&R	\$59,811	\$538,365					
D-6	135th Ave NE							
D-7	NE 165th St	\$31,234	\$281,102					
D-10	NE 140th St R&R							\$100,000
D-11	NE 132nd R&R							
D-12	NE 200th St; 144th Ave NE; 142nd Ave NE	\$812,000	\$2,000,000					
D-13	N Woodinville Way Pipe Upsizing; 148th Ave NE							
D-15	NE 171st St R&R					\$108,120	\$973,085	
D-16	140th Ave NE Replacement; 142nd Ave NE		\$58,255	\$524,294				
D-18	173rd St NE Pipe Upsize; 148th Ave NE New Pipe							
D-19	Dead End at 168th Ave NE				\$210,528	\$1,894,746		
D-20	156th Ave NE; NE 195th St R&R							
D-24	168th Ave NE, NE 145th St R&R				\$155,073	\$1,395,654		
D-25	167nd Ave NE R&R						\$389,824	\$1,508,420
D-33	Avondale Rd NE; NE 176th St Pipe Upsizes					\$179,597	\$1,616,377	
D-36	NE 161st Pl and NE 172nd St Pipe Upsize						\$275,410	\$2,000,000
D-39	233rd Ave NE, Dead End at NE 166th St		\$108,320	\$974,878				
D-40	NE 133rd St Pipe Upsize; NE 133rd St New Pipe	\$1,038,738						
		\$1,941,783	\$2,986,042	\$1,499,172	\$365,601	\$3,578,117	\$3,254,696	\$4,437,885

## Pumping Improvements

Project ID	Project Name	2020	2021	2022	2023	2024	2025	2026
PS-1	Aspenwood Pump Station							
PS-2	Ringhill east BPS Upgrades	\$15,000						
PS-5	Replace Hollywood Pumps	\$200,000						
PS-6	Replace Ringhill Pumps	\$250,000						
PS-8	New Generator for Ringhill BPS	\$165,000						
PS-9	Hollywood BPS Replacement				\$150,000	\$1,350,000		
		\$630,000	\$0	\$0	\$150,000	\$1,350,000	\$0	\$0

## Pressure Zone Improvements

Project ID	Project Name	2020	2021	2022	2023	2024	2025	2026
PZ-1	New PRV Station	\$50,000	\$425,000					
PZ-2	Zone 670 Study							\$72,000
PZ-4	PRV Station Rehabs		\$60,000	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000
		\$50,000	\$485,000	\$60,000	\$60,000	\$60,000	\$60,000	\$132,000

## Storage Improvements

Project		2020	2021	2022	2023	2024	2025	2026
ID	Project Name							
ST-1	Zone 670 East Storage							
ST-2	Hollywood Reservoir Upgrade Improvements	\$1,150,000	\$749,000					
ST-3	James Bard Reservoir Upgrade Improvements			\$150,000	\$1,650,000			
ST-4	Aspenwood Standpipe - Seismic Upgrade					\$158,300	\$1,424,700	
ST-5	Sammamish Reservoir Upgrade Improvements							\$225,600
ST-6	Wellington Reservoir Upgrade Improvements							
ST-8	Kingsgate Standpipe Construction		\$300,000	\$2,406,000	\$2,106,750			
		\$1,150,000	\$1,049,000	\$2,556,000	\$3,756,750	\$158,300	\$1,424,700	\$225,600

## Source Improvements

Project		2020	2021	2022	2023	2024	2025	2026
ID	Project Name							
S-3	East Service Area 2nd Tap to SPU Tolt River Line						\$425,000	
S-4	SRRWA	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000
		\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$440,000	\$15,000

## District Financed Projects

Project ID	Project Name	2020	2021	2022	2023	2024	2025	2026
DF-2	Dead End Main Program	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
DF-3	Little Dead End				\$350,000			
DF-5	KC 218 Ave NE Drainage Improvement (1-1804)		\$187,500					
DF-6	NE 132nd St/NE 128th St Rd Imp. (KC 101088)			\$562,800				
DF-8	Certification of Emergency Well #2	\$150,000						
DF-9	Water Seismic Resilience Plan							\$250,000
DF-10	2028 Water Comp Plan Update							
DF-11	Bulk Water Station					\$62,000		
DF-14	Misc. COW & KC Projects	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
DF-15	ESA Removals	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000
DF-16	District Participation in DE Projects	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
DF-17	Replace East Gate at Campus		\$35,000					
DF-18	Turn Lane Project	\$200,000	\$150,000					
DF-19	Shake Alert			\$35,000				
DF-20	Risk & Resiliency Study		\$108,750	\$36,250				
DF-21	Seismic Analysis (Pipe)				\$150,000			

		\$545,000	\$676,250	\$829,050	\$695,000	\$257,000	\$195,000	\$445,000
<b>Total Capital Projects</b>		\$4,331,783	\$5,211,292	\$4,959,222	\$5,042,351	\$5,418,417	\$5,374,396	\$5,255,485

## Automation Upgrades/Replacements (total amounts)

Project ID	Project Name	2020	2021	2022	2023	2024	2025	2026
	- Operations Capital Purchases	\$200,000	\$304,000	\$272,500				
	- G&A Capital Purchases							
	- Capital Technology Purchases	\$56,100	\$263,075	\$159,800	\$93,500	\$48,450	\$8,500	\$97,750
		\$256,100	\$567,075	\$432,300	\$93,500	\$48,450	\$8,500	\$97,750
<b>Total Capital Expenditures</b>		\$4,587,883	\$5,778,367	\$5,391,522	\$5,135,851	\$5,466,867	\$5,382,896	\$5,353,235



**THIS PAGE LEFT INTENTIONALLY BLANK**

## Sewer Construction Fund 2021 - 2022 Budget Overview

	Budget Expenditures (Excl. Resvs)	Actual Expenditures	Budget vs Actual % Over/ (Under)
2013	\$416,850	\$119,965	(71.2%)
2014	\$363,800	\$94,029	(74.2%)
2015	\$576,875	\$132,201	(77.1%)
2016	\$575,925	\$85,762	(85.1%)
2017	\$431,360	\$111,107	(74.2%)
2018	\$480,850	\$0	(100.0%)
2019	\$677,500	\$0	(100.0%)
2020	\$1,141,000	\$0	(100.0%)

### Key Department Functions/Activities:

The Engineering Department is responsible for the oversight and inspection of all developer extension and CIP projects to ensure that the District's infrastructure is constructed to standards and codes adopted by the Board of Commissioners. The values shown above are based on the annual hours that Engineering Administration staff spend on the oversight and inspection of Sewer CIP projects.

### Budget Highlights:

#### 2021

Complete Sewer Comp Plan  
Complete Siphon 1 Project  
Complete Pipe Bursting at Albertson's & Cut Shope  
Begin Reline Sewer @ Wood-Sno Rd. MH 175-185  
Begin Siphon II Rehab  
Begin Decant/Dump site

#### 2022

Complete Reline Sewer @Woo-Sno Rd. MH 175-185  
Complete Siphon II Rehab  
Complete Decant/Dump site  
Begin Pipe Bursting NE 175th St  
Begin Vintner's Pl to Marinwood  
Begin Reline Sewer@ Wood-Sno Rd. MH 185-195

**Sewer Construction Fund  
2021 & 2022 Budget Summary**

Expenditure Category	2019 Expended	2020 Budget	2021 Proposed Budget	\$ Increase/ (Decrease)	% Increase/ (Decrease)	2022 Proposed Budget	\$ Increase/ (Decrease)	% Increase/ (Decrease)
<b><u>CAPITAL IMPROVEMENTS</u></b>								
<b>CAPITAL EXPENDITURES:</b>								
Capital Project Costs	\$ -	\$ 475,000	\$ 677,500	202,500	42.6%	\$ 1,141,000	463,500	68.4%
<b>Subtotal Capital Projects</b>	<b>-</b>	<b>475,000</b>	<b>677,500</b>	<b>202,500</b>	<b>42.6%</b>	<b>1,141,000</b>	<b>463,500</b>	<b>68.4%</b>
Capital Technology Purchases	-	5,850	46,425	40,575	693.6%	28,200	(18,225)	(39.3%)
Equipment Purchases	43,852	-	338,000	338,000	0.0%	20,000	(318,000)	(94.1%)
<b>Total Capital Costs</b>	<b>\$ 43,852</b>	<b>\$ 480,850</b>	<b>\$ 1,061,925</b>	<b>\$ 581,075</b>	<b>120.8%</b>	<b>\$ 1,189,200</b>	<b>\$ 127,275</b>	<b>12.0%</b>
<b>RESERVES:</b>								
Capital Fund Reserve	4,277,385	3,066,883	4,179,623	1,112,740	36.3%	3,861,149	(318,474)	(7.6%)
Equipment Replacement Reserves	550,000	551,023	349,334	(201,689)	(36.6%)	385,079	35,745	10.2%
<b>Total Reserves</b>	<b>\$ 4,827,385</b>	<b>\$ 3,617,906</b>	<b>\$ 4,528,957</b>	<b>\$ 911,051</b>	<b>25.2%</b>	<b>\$ 4,246,228</b>	<b>\$ (282,729)</b>	<b>(6.2%)</b>
<b>TOTAL CAPITAL COSTS/RESERVES</b>	<b>\$ 4,871,237</b>	<b>\$ 4,098,756</b>	<b>\$ 5,590,882</b>	<b>\$ 1,492,126</b>	<b>36.4%</b>	<b>\$ 5,435,428</b>	<b>\$ (155,454)</b>	<b>(2.8%)</b>

## Program Budget Detail - 803 Sewer Construction

Project ID	GL Account	Project Name	End of Year 2020	2021	2022	2023	2024	2025	2026
2		Reline Sewer @ Wood Snohom 175-185		\$100,000	\$450,000				
3		Reline Sewer @ Wood Snohom 185-195			\$156,000	\$580,000			
4		Sewer Replacement MH 116 to 110				\$37,000	\$372,000		
6		Infiltration Rehabilitation @ Siphon No. 1	\$200,000	\$100,000					
7a		NUD to WWD (Thru Vintner's Place)						\$210,000	
7b		NUD to WWD (Gravity to Foxbrier & Vintner's Ridge)				\$200,000			
7c		Vintner's Place to Marinwood			\$300,000				
8		Placeholder for future project from CSP				\$150,000	\$500,000		
9		Placeholder for future project from CSP					\$150,000	\$450,000	
10		Placeholder for future project from CSP						\$250,000	\$600,000
Subtotal			\$200,000	\$200,000	\$906,000	\$967,000	\$1,022,000	\$910,000	\$600,000
<b>Miscellaneous Improvements</b>									
16		Misc. King County/City of Woodinville	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
		Participation in DE Projects	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000
		Sewer Comp Plan Update	\$250,000	\$50,000					
		Decant/Dump Station	\$30,000	\$270,000					
		Sag Repair Albertson's (MH 323A - MH 322A)	\$100,000						
		Pipe Bursting NE 175th St (MH 61 - MH 18)						\$150,000	\$825,000
		Siphon II Rebuild		\$50,000	\$150,000				
		Pipe Bursting NE 178th St (MH 3- MH WW11-97)				\$250,000			
		Turn Lane Project	\$30,000	\$22,500					
		Sag Repair By Cut Shop (MH 87 - MH 78)	\$300,000						
Subtotal			\$795,000	\$477,500	\$235,000	\$335,000	\$85,000	\$235,000	\$910,000
<b>Total Capital Projects</b>			<b>\$995,000</b>	<b>\$677,500</b>	<b>\$1,141,000</b>	<b>\$1,302,000</b>	<b>\$1,107,000</b>	<b>\$1,145,000</b>	<b>\$1,510,000</b>
<b>Future Automation Upgrades/replacements (Sewer share 25%)</b>									
18		Operations Capital Purchases	\$98,000	\$338,000	\$20,000				
		G&A Capital Purchases							
21		Capital Technology Purchases	\$9,900	\$46,425	\$28,200	\$16,500	\$8,550	\$1,500	\$17,250
Subtotal			\$107,900	\$384,425	\$48,200	\$16,500	\$8,550	\$1,500	\$17,250
<b>Grand Total</b>			<b>\$1,102,900</b>	<b>\$1,061,925</b>	<b>\$1,189,200</b>	<b>\$1,318,500</b>	<b>\$1,115,550</b>	<b>\$1,146,500</b>	<b>\$1,527,250</b>



**THIS PAGE LEFT INTENTIONALLY BLANK**

**Water Maintenance Fund  
Six-Year Financial Forecast**

BUDGET OVERVIEW	Actual & Forecasted Water Rate Increase:					
	6.0%	6.0%	4.5%	4.5%	4.0%	4.0%
	Budget		Forecast			
	2021	2022	2023	2024	2025	2026
<b>Revenues:</b>						
Water Service Revenues (Including Rate Increase)	\$13,995,198	\$14,962,176	\$15,767,859	\$16,619,261	\$17,432,875	\$18,285,346
Interest Earnings	13,500	10,300	9,200	8,900	8,100	7,800
Street Light Revenues	91,200	91,200	93,900	96,700	99,600	102,600
Kirkland Franchise Fees	200,341	204,348	210,479	216,793	223,297	229,996
Other Revenues	271,607	273,049	273,975	274,875	275,875	276,875
<b>Total Revenue</b>	<b>\$14,571,847</b>	<b>\$15,541,073</b>	<b>\$16,355,412</b>	<b>\$17,216,529</b>	<b>\$18,039,747</b>	<b>\$18,902,617</b>
<b>Expenditures:</b>						
Wholesale Water Purchases	\$3,440,984	\$3,475,394	\$3,510,148	\$3,651,606	\$3,798,767	\$3,951,855
Street Lighting	91,200	91,200	93,900	96,700	99,600	102,600
Kirkland Franchise Fees	200,341	204,348	210,479	216,793	223,297	229,996
Utility Tax	763,900	769,500	792,700	843,800	873,900	899,900
General Administration	1,280,482	1,271,359	1,537,669	1,591,656	1,647,537	1,705,379
Engineering	975,077	997,954	1,039,633	1,083,033	1,128,222	1,175,275
Finance	1,084,945	1,151,352	1,164,691	1,224,462	1,287,205	1,353,067
Water Operations	2,264,804	2,406,741	2,351,528	2,471,848	2,597,361	2,728,290
IT and Customer Service	1,030,054	966,360	1,012,404	1,060,597	1,111,038	1,163,830
Debt Service	806,469	610,456	610,856	611,056	611,056	610,856
New Debt Service	523,527	523,527	523,527	956,837	956,837	851,255
Trsf to Equip. Replacement Resv	127,045	127,045	127,045	127,045	127,045	127,045
Budget Adjustments	0	0	0	0	0	0
Rate Stabilization	0	0	0	0	0	0
Less: Use of ECC Revenues	0	0	0	0	0	0
Capital Transfers from Rates	2,962,000	3,062,000	3,162,000	3,262,000	3,362,000	3,462,000
<b>Total Expenditures</b>	<b>\$15,550,828</b>	<b>\$15,657,236</b>	<b>\$16,136,580</b>	<b>\$17,197,432</b>	<b>\$17,823,865</b>	<b>\$18,361,347</b>
<b>Net Surplus/(Deficit)</b>	<b>(\$978,981)</b>	<b>(\$116,163)</b>	<b>\$218,832</b>	<b>\$19,097</b>	<b>\$215,882</b>	<b>\$541,270</b>
<b>Funds Deducted/(Added) from Operating Reserve</b>	<b>\$978,981</b>	<b>\$116,163</b>	<b>(\$218,832)</b>	<b>(\$19,097)</b>	<b>(\$215,882)</b>	<b>(\$541,270)</b>
<b>Net Ending Cash Flow Surplus/(Deficit)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>OPERATING RESERVE</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>
<b>Beginning Reserve Balance</b>	<b>\$5,417,778</b>	<b>\$4,438,797</b>	<b>\$4,322,634</b>	<b>\$4,541,467</b>	<b>\$4,560,563</b>	<b>\$4,776,445</b>
Funds Deducted/(Added) from Operating Reserve	(978,981)	(116,163)	218,832	19,097	215,882	541,270
Transfer to Rate Stabilization Reserve						
Transfer to Capital Reserve	0	0	0	0	0	0
Transfer to Catastrophe Reserve						
<b>Ending Reserve Balance</b>	<b>\$4,438,797</b>	<b>\$4,322,634</b>	<b>\$4,541,467</b>	<b>\$4,560,563</b>	<b>\$4,776,445</b>	<b>\$5,317,715</b>
<i>Target/Minimum Reserve Level (2)</i>	<i>\$2,580,273</i>	<i>\$2,626,883</i>	<i>\$2,717,878</i>	<i>\$2,829,999</i>	<i>\$2,946,795</i>	<i>\$3,068,459</i>
<b>Reserve Balance Over/(Under) Minimum Level</b>	<b>\$1,858,525</b>	<b>\$1,695,751</b>	<b>\$1,823,589</b>	<b>\$1,730,564</b>	<b>\$1,829,650</b>	<b>\$2,249,256</b>

(1) Projections in this forecast are based on the District's water rate model developed by HDR, Inc., updated with annual budget values.

(2) These Target/Minimum levels are based on the District's adopted Financial Policies.

**Sewer Maintenance Fund  
Six-Year Financial Forecast  
Based on District Rate Model Projections (1)**

**Actual & Forecasted Sewer Rate Increase: 2021 - 2022 Budget**

District Sewer Rates	3.0%	3.0%	3.0%	3.0%	3.5%	3.5%
Metro Sewer Rates	5.6%	0.0%	15.0%	0.0%	15.0%	0.0%
Total Rate Increase	4.6%	1.1%	10.5%	1.1%	10.9%	1.2%

Budget Overview	Budget		Forecast			
	2021	2022	2023	2024	2025	2026
<b>Revenues</b>						
Sewer Service Revenues (Including Rate Increases)	\$6,174,911	\$6,255,998	\$6,874,907	\$6,970,614	\$7,694,563	\$7,796,224
Interest Earnings	3,008	2,939	2,957	2,942	2,948	2,943
Loss on Impaired Investments						
Other Revenues	5,000	5,000	5,000	5,025	5,050	5,075
<b>Total Revenues</b>	<b>6,182,920</b>	<b>6,263,937</b>	<b>6,882,864</b>	<b>6,978,582</b>	<b>7,702,561</b>	<b>7,804,242</b>
<b>Expenditures</b>						
King County Wastewater Treatment Charges	\$4,165,379	\$4,178,016	\$4,724,465	\$4,744,943	\$5,379,401	\$5,402,951
Utility Tax	54,116	55,282	77,900	80,418	106,637	109,686
Sewer Operations	515,367	526,835	548,410	571,030	594,755	619,647
Indirect Overhead Chgs/ Capitalized Salary & Overhead	782,873	786,552	810,149	834,453	859,487	885,271
Annual Debt Service	0	0	0	0	0	0
Trsf to Equip. Replacement Resv	60,210	60,210	60,210	60,210	60,210	60,210
Capital Transfers from Rates	632,800	649,900	667,400	685,400	703,900	722,900
<b>Total Expenditures</b>	<b>\$6,210,745</b>	<b>\$6,256,796</b>	<b>\$6,888,533</b>	<b>\$6,976,454</b>	<b>\$7,704,390</b>	<b>\$7,800,666</b>
<b>Net Surplus / (Deficit) of Revenues Over Expenditures</b>	<b>(\$27,826)</b>	<b>\$7,141</b>	<b>(\$5,669)</b>	<b>\$2,128</b>	<b>(\$1,828)</b>	<b>\$3,577</b>
Funds Deducted from/(Added to) Operating Reserve	\$27,826	(\$7,141)	\$5,669	(\$2,128)	\$1,828	(\$3,577)
<b>Net Ending Cash Flow Surplus/(Deficit)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Operating Reserve**

<b>Beginning Reserve Balance</b>	\$1,203,334	\$1,175,509	\$1,182,650	\$1,176,981	\$1,179,108	\$1,177,280
Funds (Deducted from) or Added to Operating Reserve	(27,826)	7,141	(5,669)	2,128	(1,828)	3,577
Transfer From Catastrophe Reserve	0	0	0	0	0	0
<b>Ending Reserve Balance</b>	<b>\$1,175,509</b>	<b>\$1,182,650</b>	<b>\$1,176,981</b>	<b>\$1,179,108</b>	<b>\$1,177,280</b>	<b>\$1,180,856</b>
<i>Target Reserve Level</i>	<i>\$823,000</i>	<i>\$828,000</i>	<i>\$924,500</i>	<i>\$933,600</i>	<i>\$1,045,300</i>	<i>\$1,055,400</i>
<b>Reserve Balance Over / (Under) Target Level (2)</b>	<b>\$352,509</b>	<b>\$354,650</b>	<b>\$252,481</b>	<b>\$245,508</b>	<b>\$131,980</b>	<b>\$125,456</b>

**Notes**

[1] - Projections in this forecast are based on a District rate model developed by HDR, Inc., with updates needed to incorporate annual budget values.

[2] - The Target/Minimum Resv level = 90 days of Sewer O&M expense plus 60 days of Metro wholesale expense, per the District's Adopted Financial Policies.

# Woodinville Water District

## Financial Policies and Guidelines

The following financial policies and guidelines have been developed to provide guidance and consistency in decision-making for the District's management team and Commissioners. These policies and guidelines will assist the District in achieving overall financial planning and rate setting processes from year-to-year for their water and wastewater utilities. The proposed policies and guidelines shall be reviewed at the beginning of each fiscal period to determine if they are still relevant and appropriate. The financial policies framework is shown below:

### Financial Policies and Guidelines Framework

- 1. Financial Reporting Policies**
  - 1.1 Accounting, Auditing, and Financial Reporting
  - 1.2 Cash Management
  - 1.3 Investment Policies
- 2. Financial Planning Policies**
  - 2.1 Balanced Budget
  - 2.2 Long Range Planning
  - 2.3 Asset Inventory
- 3. Revenue Policies**
  - 3.1 Fees and Charges
  - 3.2 Reserve Withdrawals
  - 3.3 Revenues that are Unpredictable
- 4. Expenditure Policies**
  - 4.1 Debt Capacities, Issuance, and Management
  - 4.2 Reserve or Stabilization Accounts
  - 4.3 Operating/Capital Expenditure Accountability
- 5. Rate Setting Policies**
  - 5.1 Rate Setting Methodology
  - 5.2 Financial Stability
  - 5.3 Rate Stability
  - 5.4 System Growth/Expansion
  - 5.5 Rate Impacts
- 6. Billing Data**
  - 6.1 Collection of Billing Data

## 1.0 FINANCIAL REPORTING POLICIES

Accounting practices shall conform to State Law, Generally Accepted Accounting Principles (GAAP), and all current standards issued by the Governmental Accounting Standards Board (GASB).

### 1.1 Accounting, Auditing and Financial Reporting

#### 1.1.1

The District will maintain a uniform system of accounts that conforms to state auditor requirements and recommended accounting/reporting standards in use by other municipal water and sewer jurisdictions.

#### 1.1.2

An audit of District accounting records and policies, and financial reporting will be conducted on an annual basis as required by State Law.

#### 1.1.3

The District elects to account for the water and wastewater utilities as separate entities that are intended to be primarily self-supporting through user charges.

#### 1.1.4

All District funds shall be utilized in accordance with the legal requirements stated in state law, resolutions, bond covenants and other legal requirements.

#### 1.1.5

The District will endeavor to communicate transparent information in all financial and budgetary documents.

#### 1.1.6

Procedures will be followed that will ensure that proper authorization has been obtained for all transactions of a financial nature.

#### 1.1.7

Capital contributions from rates, grants, loans and other financing mechanisms will be accounted for separately in capital funds, such that funds dedicated to capital purposes are expended only for capital purposes.

### 1.2 Cash Management

#### 1.2.1

Idle cash in all accounts and funds will be kept invested to the benefit of the respective fund through the King County Treasurer's Office, which provides a reasonable rate of return on investments consistent with the need for liquidity and the investment policy of the District.



#### 1.2.2

Procedures will be followed to ensure proper authorization has been obtained for all cash and investment transactions.

#### 1.2.3

Cash reserves shall be maintained and monitored as outlined in the operating cash reserves policies.

#### 1.2.4

Cash reserves for bond reserve accounts shall be fully funded in the time line reflected in current and future bond covenants. Cash reserves shall be formally transferred and restricted in accordance with all legal requirements.

#### 1.2.5

A five-year (or longer) cash forecast with biennial updates will be maintained for each fund. This will provide the District with insight to unanticipated shortages of cash for operations, capital maintenance and debt requirements.

### 1.3 Investment Policies

As required by state law, all deposits and investments of the District's funds will be in obligations of the U.S. Government, U.S. agency issues, obligations of the state of Washington, general obligations of Washington's State municipalities, the State Treasurer's Investment Pool, the King County Treasurer's Investment Pool, bankers' acceptances or deposits with Washington State Qualified Public Depositories as approved by the Washington State Treasurer's Office.

## 2.0 FINANCIAL PLANNING POLICIES

Woodinville Water District, like any other business, shall strive to maintain financial stability over time, as it has done in the past. Financial stability is not only a prudent financial management goal, it can also minimize financial costs in the long-term. Above all, financial stability will provide the community with the confidence of knowing a strong, consistent management team is managing the utility.

### 2.1 Balanced Budget

#### 2.1.1

Biennial budgets will be developed using guidelines provided by the General Manager and Finance Department for the specified budget period.

#### 2.1.2

All current budget expenditures will be balanced with current year budget revenues. Annual budget proposals, which exceed "net available resources" after minimum cash reserve requirements, shall be accompanied by appropriate increases in revenues and/or appropriate decreases in expenditures.

### 2.1.3

The District will adopt a biennial budget on or before December 31 of “even” years. The budget will be adopted, by the Board of Commissioners, at the departmental level. All modifications in staffing, salary and wages must be approved by the Board. Known or anticipated material variances to the budget will be brought to the Board of Commissioners at least quarterly.

Prior to commencement of the second year of the two-year process, District management and Finance staff shall review the implementation and performance of the budget during the first year of that budget cycle and advise the Board of Commissioners regarding: 1) any budgeted revenues or expenses expected to vary significantly from adopted budget amounts; or 2) any unanticipated revenues or expenses which may require an amendment to the adopted budget amounts or customer rates for the second year of the two-year budget period. The Board will review the information provided through this process and may determine to affirm or amend the second-year budget or the rates for the second year as the Board deems appropriate.

### 2.1.4

The General Manager shall have final approval authority for all material line item modifications, except as otherwise provided herein (see section 2.1.6)

### 2.1.5

All new operating programs or initiatives submitted for policy decision shall include a five-year estimate of estimated annual operating costs, revenues and their associated impacts on rates.

### 2.1.6

Any request for additional resources or transfers of resources exceeding \$100,000 within or between programs or operating divisions in a budget year, and excluding wholesale water and sewer costs, must be approved by the Board. An analysis of long-term financial impacts on rates and program operations along with a discussion of alternatives and probable program impacts, if not approved, must be included in the requests.

### 2.1.7

Joint/common costs of the District shall be allocated between utilities based upon a cost-based methodology that utilizes labor ratios, number of customers, revenue, usage, etc. The specific allocation method for specific costs shall be the method that the utility deems to be most appropriate. This joint/common cost allocation shall be reviewed during the biennial budget process.

### 2.1.8

An overhead rate shall be used to apply indirect costs to all direct labor hours to reflect the true cost of those particular items or services. To recover indirect costs associated with the provision of outside services, the District shall apply the current overhead rate for any direct services billed to outside parties.

## 2.2 Long Term Planning

#### 2.2.1

A Capital Improvement Program, with a term of at least ten (10) years, consistent with each utility's comprehensive service plans, and inclusive of all capital needs including but not limited to system expansion, extension, improvement, rehabilitation, replacement, technological improvements, equipment replacement and vehicle purchases shall be separately developed for the Water and Wastewater utilities. Forecasted capital improvement needs for up to a ten-year horizon shall be utilized in computing System Development Charges for both utilities, as allowed under state law. The adopted budget for the capital improvement programs shall be updated biennially in accordance with instructions and direction given by the General Manager and the Board.

#### 2.2.2

Grants shall only be accepted for projects or programs that are consistent with approved goals and objectives of the District.

#### 2.2.3

All significant changes or deviations from the approved Capital Improvement Program (see 2.2.1) shall be accounted for and reported directly to the Board before proceeding on the project. The report shall include an analysis of long-term financial costs and the overall impact to the current Capital Improvement Program due to the change or deviation.

### 2.3 Asset Inventory

#### 2.3.1

The District General Manager shall be accountable for all District assets and be responsible for ensuring all such assets are used only for District purposes.

#### 2.3.2

Fixed assets shall be maintained in good operating condition and shall be systematically replaced as they become obsolete or if the cost of repair is more than replacement value.

#### 2.3.3

The District will, on a yearly basis, account for and maintain asset records for all additions, replacements, and retirements of assets. Appropriate actions will be taken to assure assets are safeguarded, maintained, and used only for District Business.

#### 2.3.4

Asset disposals will occur in accordance with State Law and Bond Covenants.

## 3.0 REVENUE POLICIES

### **3.1 Fees and Charges**

All fees and charges for services shall be routinely reviewed to ensure that rates are equitable and will cover the total cost of providing the particular service.

### **3.2 Reserve Withdrawals**

All expenditures drawn from reserve accounts will require prior Board approval unless previously authorized by the approved budget document. Withdrawals from the Rate Stabilization Reserve require Board approval. When a request to withdraw reserve funds is submitted to the Board of Commissioners, a report shall be provided outlining the reasons for that withdrawal, and any impacts to programs or rates expected to result from withdrawing those funds. Use of reserve funds shall require the development of a repayment plan during the next budget cycle.

### **3.3 Revenues that are Unpredictable**

To the extent that revenues are of a limited or indefinite term, the District needs to be mindful of potential impacts on rates when those revenues are no longer available.

## **4.0 EXPENDITURE POLICIES**

The approved biennial budget document provides proposed expenditures by department for the fiscal period. The District will follow administrative policy and state regulations on all expenditure line items. Management and staff will follow the philosophy of cost control and responsible financial management. Annual expenditures will be balanced with annual revenues. The District will not use short-term borrowing to finance current operating needs.

### **4.1 Debt Capacities, Issuance, and Management**

#### **4.1.1**

Revenue bonds and other debt instruments will only be used to finance assets and capital projects expected to yield future benefits. Debt refinancing will be undertaken in conformance with restrictions outlined in outstanding revenue bond covenants. In addition, refinancing will only be undertaken with Board approval, when it is deemed to be in the best financial interest of the District.

#### **4.1.2**

In preparing the biennial budget, the District will review the status of all outstanding and potential debt obligations and incorporate this information into its financial planning efforts.

#### **4.1.3**

The District shall limit its dependency on debt financing capital projects. Annual renewal and replacement capital projects shall be adequately funded from rates. Funding levels for capital investments shall be sufficient to meet capital improvement projections needed as outlined in the current capital improvement

plan. The Water and Wastewater utilities shall be managed to assure that target debt service coverage (DSC) requirements are met. The District shall not issue long-term debt to support operating costs.

#### 4.1.3.1

**Renewal and Replacement Capital Projects** – On-going renewal and replacement capital projects shall primarily be funded from rates. The use of long-term debt issues to fund renewal and replacement projects shall be minimized whenever possible. In order to adequately support this funding method, each utility shall budget and fund a reasonable amount of the cost for renewal and replacement of capital assets within the utility's rates. A simple measure of the minimum suggested funding is an amount equal to or greater than the annual depreciation of those assets plus the District's costs of vehicle replacements

#### 4.1.3.2

**Use of Long-Term Debt As a Funding Mechanism** – The Water or Wastewater utility may consider the use of long-term debt financing when it appears that a capital project or plan is of such a magnitude that it will negatively impact the utility's rates in the short-term. The benefit of long-term debt financing is that it will help to minimize rate increases over the long-term. It will also help spread the costs of those assets over the useful lives of the assets and better recover costs from existing and future customers that benefit from those assets.

#### 4.1.3.3

**Types of Long-Term Debt** – The Water and Wastewater utilities may have different types of long-term debt available to them. Each utility shall strive to utilize the type of debt that has the lowest costs, while not imposing any burdensome covenants or reporting requirements.

#### 4.1.3.4

**Bond (Legal) Covenants** - The District shall manage the utilities to meet any bond covenants associated with the long-term debt. Bond covenants are legal obligations of the District.

#### 4.1.3.5

**Debt Service Coverage Ratios** – The debt service coverage ratio is an important financial measure of the District's ability to repay the outstanding debt obligation. Generically, this ratio is the utility's net operating income divided by the total annual debt service payment. If a long-term debt issue contains a legal covenant, which states a specific required level of debt service coverage, the District shall, at a minimum, maintain the coverage level needed to satisfy that requirement.

In addition, however, the following target debt service coverage ratios will be used for District financial planning purposes:

- For total outstanding debt for each utility, the target debt coverage ratio used for financial planning purposes will be equal to or greater than 1.50.

#### 4.1.3.6

**Reporting Standards** - The District shall fully adhere to all applicable Government Accounting Standards Board (GASB) pronouncements as well as recognized best practices for the accounting treatment and



disclosure of debt obligation transactions in its audited financial statements and other relevant publications.

## 4.2 Reserve and Stabilization Accounts

### 4.2.1

*Operating Reserves* – Operating reserves are composed of active working capital cash that supports ongoing utility operations. The need for these reserves is based on timing differences between billing for revenues and payment of expenses. The operating reserve can also be used to cover unanticipated cash operating expenses or lower than expected revenue collections. The basis used for setting the minimum target operating reserve level will be 60 days of O&M expenses including water supply and regional sewer treatment costs. Each utility shall have a designated operating reserve that is sufficiently above the target minimum level. The purpose of the target minimum level is to help management gauge when action needs to be taken to ensure that the operating reserve balance does not continue to decline.

### 4.2.2

*Capital Reserves* – Capital reserves are used to fund the cash flow requirements of capital infrastructure construction. These reserves can increase and decrease significantly depending on funding sources available and the capital projects that are planned during the year. The minimum target balance for the capital reserve for the water utility shall be approximately equal to the average annual five-year expenses in the Capital Improvement Plan for renewal and replacement of existing District water facilities. The minimum target balance for the capital reserve for the sewer utility shall be approximately equal to four times the average annual five-year expenses in the Capital Improvement Plan for renewal and replacement of existing District sewer facilities. Under these guidelines, the minimum capital reserve balance in each utility shall be based on the utility's total annual depreciation (excluding depreciation for transportation equipment).

### 4.2.3

*Vehicle Replacement Reserves* – The District's Water and Sewer Construction Funds provide funding for the replacement of vehicles. The level of funding is identified in the equipment replacement plan of the District. When replacement is designated and scheduled, the purchases will be listed as purchases in the Water and Sewer Construction Funds.

### 4.2.4

*Bond Reserves* – Bond reserves may be legally required for specific debt issues. Bond reserves will be established and maintained in accordance with the legal covenants of the debt issue.

### 4.2.5

*Rate Stabilization Account* - The District's Rate Stabilization Fund was established to protect against unanticipated shortfalls in revenues and/or unexpected and unusual large expenses. Approval by a majority vote of the Board of Commissioners is required before any withdrawals are made from the Rate Stabilization Fund. Total withdrawals in any fiscal year may not exceed the total debt service of the system in that year.

There are no minimum or maximum levels required for this reserve. The General Manager shall, on a biennial basis, recommend to the Board a level of funding and proposed funding sources that are appropriate given the current financial condition of the District.

For the Water utility, the target minimum reserve level shall be 10% of annual operating revenues. If a large rate increase is required in any year, rate stabilization funds may be used to phase-in a graduated increase in rates over time. This fund is necessary due to the significant effect that weather and customer behavior changes such as conservation typically have on annual water sales and related revenue collections.

It has been determined that no Rate Stabilization Reserve is necessary in Sewer due to the greater stability of annual sewer revenues.

#### 4.2.6

Maintenance of minimum reserves shall not, on their own, trigger the need for a rate adjustment. Achievement of target reserves will be part of the Financial Planning and Budgeting process.

### 4.3 Operating/Capital Expenditure Accountability

On a quarterly basis, staff will review and compare, by line item and fund, actual revenues and expenses to budgeted amounts and a summary report outlining current budget status through that quarter will be provided to the Board.

## 5.0 RATE SETTING POLICIES

When setting rates, the District shall use methodology that is *generally accepted* in the financial and rate setting community as well as the Water and Wastewater utility industry.

### 5.1 Rate Setting Methodology

#### 5.1.1 Revenue Requirements Analysis:

##### 5.1.1.1

Revenue requirements will be established on a *cash basis* approach. The *cash basis* approach includes operation & maintenance (O&M) expenses, taxes/transfer payments, debt service,) and capital improvements funded from rates. The revenue requirements, as defined herein, are the basic components. Revenue requirements shall also include any other cost items requiring funding (e.g. bond reserves) or needed to operate the utility on a financially stable basis (e.g., accumulation or reduction in working capital). Revenues shall also be sufficient to cover the utility's debt service coverage ratio as defined in section 4.1.3.5.

##### 5.1.1.2

At a minimum, revenues and costs will be projected for a five-year period.

#### 5.1.1.3

Costs associated with mandated program requirements will be identified and included within the *cash basis* approach.

#### 5.1.1.4

Unexpected changes in wholesale costs will be evaluated and reported to the Board in a timely manner. Any wholesale cost increases shall be appropriately passed through to District ratepayers.

### 5.1.2 Cost of Service Analysis:

#### 5.1.2.1

A cost of service study will be utilized to assist in establishing appropriate rates for individual customer classes. The cost allocation methodology will utilize techniques that are generally accepted by the industry (e.g. American Water Works Association, Water Environment Federation, etc.).

#### 5.1.2.2

The cost of service for each utility will consider the specific circumstances and unique characteristics of the District in the cost allocation methodology.

### 5.1.3 Rate Design Analysis:

#### 5.1.3.1

Rate designs shall be reflective of utility needs and also reflect the specific goals and objectives of the District. Meeting District goals at a reasonable cost to the customer shall also be an important consideration in utility rate design.

#### 5.1.3.2

Established rates shall recognize and attempt to incorporate a fixed charge for the up-front fixed costs associated with serving customers and a usage or volumetric charge that attempts to recover the variable costs of operating the utility.

#### 5.1.3.3

Rates shall be set at a level that recovers necessary costs, by classification, yet flexible enough to accomplish the District's objectives (e.g. public purpose programs).

#### 5.1.3.4

Rates shall be designed to be equitable and detailed to a sufficient level to reflect the service provided (e.g., private fire protection, multi-family services, etc.).

#### 5.1.3.5

Rates shall be designed to recognize that the services provided by the District are essential services and shall be affordable for low-income ratepayers.

#### 5.1.3.6

Rates shall be designed to comply with statutory requirements as prescribed by RCW 57.08.081.

## **5.2 Financial Stability**

### **5.2.1 Cash Flow**

The District shall adopt rates projected to have positive net income before capital contributions and debt service payments.

### **5.2.2 Target Debt Service Coverage**

The District's Financial Plan shall satisfy the debt service coverage ratios defined in section 4.1.3.5.

### **5.2.3 Capital Improvement Funding From Rates**

On an annual basis, the District shall adequately fund, through its rates, an amount greater than or equal to each utility's annual depreciation expense.

As large capital facilities are added or improved in the future, consideration may be given to phasing-in the rate impacts of depreciation for those facilities under terms of this policy.

## **5.3 Rate Stability**

Rate stability reinforces that costs are being managed and controlled, thereby demonstrating appropriate fiscal management and governance to District ratepayers. To the extent that the District is able to control and predict its annual operating costs, including wholesale rate increases, the District shall attempt to keep customer rates and/or rate increases stable.

### **5.3.1**

The District shall review rates, on a biennial basis, to assure that they provide sufficient revenues. This does not imply that rates must be adjusted each year, simply that the rates are reviewed in the context of these policies to assure that they are adequately funding each utility.

### **5.3.2**

Small annual rate adjustments are preferable when compared to large single adjustments for multi-year periods.

### **5.3.3**

Annual rate reviews will consider a five-year projected period in an attempt to smooth and minimize rates over time.

#### 5.3.4

A comprehensive rate study will be conducted by an outside party at least every five years in order to assess the fairness of the rates to the District's ratepayers and to ensure that the necessary revenue is available for the District's operating and capital needs.

### 5.4 System Growth/Expansion

Customer growth and system expansion resulting from new development have direct impacts upon a utility's infrastructure requirements, the financing of growth related infrastructure, and customer rates. Through the establishment of specific financial/rate policies, the District shall, as much as reasonably possible, recover growth related costs from new development.

#### 5.4.1

Growth-related capital projects shall be clearly identified in the District's capital improvement plans and rate studies.

#### 5.4.2

The financing of growth-related capital projects may be funded from any available funding resources of the utility. However, use of long-term debt to finance growth-related projects allows the District to better match the financing of new facilities with the timing of when those facilities will be needed to allow new customers to connect to the water or sewer system.

#### 5.4.3

The District will establish and maintain a system development charge (SDC) to recover an equitable share of system costs from new development.

#### 5.4.4

Under provisions of state law, calculation of the District's system development charges will consider the cost of capacity provided by existing infrastructure already in place and the cost of new facilities that will be needed in the future to meet increased service demand from customer growth.

#### 5.4.5

If the decision is made in the future to use system development charge revenues to pay for growth-related debt service, that amount shall be limited in any year, for planning/rate purposes, to 50% of the annual SDC revenue projected to be collected. On this basis, if growth and the corresponding SDC revenue is less than projected, the District shall still have sufficient SDC revenue to make the annual debt service payments associated with the growth-related capital projects.

#### 5.4.6

The District's system development charges will be adjusted annually (indexed) based upon the Engineering News Record (ENR) construction cost index.



#### 5.4.7

Whenever the comprehensive master plan for the Water or Wastewater utility is updated, the SDCs for the utility shall also be completely updated to reflect changes in planning, infrastructure, and capital financing outlined in that plan.

## 5.5 Rate Impacts

In establishing utility rates, the District shall balance the needs of the utility and the policies established with the varying impacts those rates may have on District customers.

### 5.5.1

The District shall approve rate increases at a level required to provide safe drinking water, reliable services, and regulatory compliance.

#### 5.5.1.1

Rates for each utility will be structured to promote understanding by the District's customers.

#### 5.5.1.2

Rate adjustments will be phased-in over time, as possible, when large financial impacts to customers are anticipated.

## 6.0 Billing Data

The District shall compile billing data to ensure that the rate structure currently in place is collecting the appropriate amount of revenues.

### 6.1.1

The District shall track revenue billed against total budgeted revenues for both utilities.

### 6.1.2

Billing data shall be collected by rate structure, customer class, and billed consumption.

### 6.1.3

Collection of billing data shall provide information for rate design analysis

**WOODINVILLE WATER DISTRICT  
KING COUNTY, WASHINGTON  
RESOLUTION NO. 3973**

**A RESOLUTION of the Board of Commissioners of Woodinville Water District, King County, Washington, related to the system development fees imposed as a condition of connecting to the water supply system of the District and repealing Resolution No. 3917.**

**WHEREAS**, pursuant to RCW 57.08.005 (11), Woodinville Water District (the "District") is authorized to charge property owners seeking to connect to the water supply system of the District, as a condition to granting the right to so connect, in addition to the actual cost of connection, a reasonable connection charge so that property owners seeking to connect to the District system shall bear their equitable share of the cost of that system; and

**WHEREAS**, it has been determined by the Board of Commissioners of the District that the cost of the water supply system of the District is most equitable when distributed among the customers of the District through the imposition of the connection charges and fees provided in this resolution; and

**WHEREAS**, the Board of Commissioners previously determined to periodically adjust the District's water system development charges based on the percentage of change in the Engineering News Record (ENR) construction cost index, and the Board of Commissioners has determined it is necessary and appropriate to adjust such charges; **NOW THEREFORE**,

**BE IT RESOLVED** by the Board of Commissioners of the District that, effective January 1, 2021, the following charges and fees be imposed and paid as a condition of connecting to the water supply system of the District.

1. **SYSTEM DEVELOPMENT FEES**

Section 1.1 In addition to any other charge or fee imposed by the District, a system development fee shall be payable for all connections made to the water supply system of the District, provided that real property presently receiving temporary water service pursuant to an extended water service agreement shall be deemed to have paid the system development fee as may be set forth in any such extended water service agreement.

Section 1.2 The system development fee shall include the Seattle Facility Charge and shall be imposed according to the size of the meter serving the property as follows:

METER SIZE	WOODINVILLE SDC	SEATTLE FACILITIES CHARGE	TOTAL
3/4"	\$ 5,803.00	\$ 1,081.00	\$ 6,884.00
1"	\$ 9,691.00	\$ 1,081.00	\$ 10,772.00
1 1/2"	\$ 19,324.00	\$ 4,825.00	\$ 24,149.00
2"	\$ 30,930.00	\$ 7,720.00	\$ 38,650.00
3"	\$ 58,030.00	\$ 21,230.00	\$ 79,260.00
4"	\$ 96,736.00	\$ 29,915.00	\$ 126,651.00
6"	\$ 193,414.00	\$ 63,690.00	\$ 257,104.00
8"	\$ 309,474.00	\$ 108,080.00	\$ 417,554.00

Section 1.3 Whenever a property owner shall exchange a meter of one size for a meter of a larger size, that property owner shall pay the system development fee for the new meter less the system development fee previously paid for the existing meter.

Section 1.4 The water system development charge shall be adjusted biennially (indexed, on January 1<sup>st</sup> of every “odd” year) based on the percentage change in the Engineering News Record (ENR) construction cost index over the prior September to September two-year period for the City of Seattle, and may also be adjusted periodically based on the findings and recommendations of an analysis/report of the actual cost of existing District water facilities and facilities planned for construction within the next ten years and contained in an adopted comprehensive plan.

2. OTHER CONNECTION CHARGES

The District shall also charge the property owner all actual costs incurred directly or indirectly by the District as a result of a requested connection, including, but not limited to, all engineering, legal, administrative, and inspection costs.

3. REPEALER/EFFECTIVE DATE

Resolution No. 3917 is repealed as of December 31, 2020, and Resolution No. 3973 shall be effective January 1, 2021.

**ADOPTED** by the Board of Commissioners of Woodinville Water District, King County, Washington, at the regular open public meeting thereof on the 15<sup>th</sup> day of December, 2020.

ATTEST:

\_\_\_\_\_  
Pamela J. Maloney – President

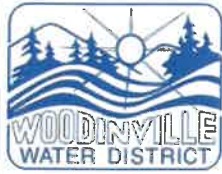
\_\_\_\_\_  
Dale Knapinski – Secretary

\_\_\_\_\_  
Karen Steeb – Vice President

\_\_\_\_\_  
Dale Knapinski – Secretary

\_\_\_\_\_  
Tim Schriever – Commissioner

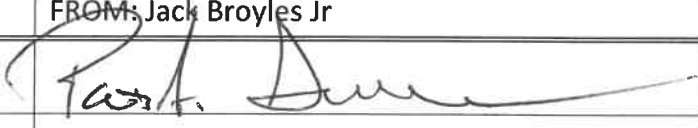

\_\_\_\_\_  
Chuck Clarke – Commissioner



## WOODINVILLE WATER DISTRICT

### AGENDA BILL

Item: 12 (d)

DATE SUBMITTED:	December 7, 2020	MEETING DATE:	December 15, 2020
SUBJECT:	Sewer System Development Charge Update		
TO: BOARD OF COMMISSIONERS	FROM: Jack Broyles Jr		
GENERAL MANAGER APPROVAL			
DISTRICT ENGINEER APPROVAL			
FINANCE MANAGER APPROVAL			
ATTACHED DOCUMENTS	1. Resolution No. 3974 2. 3.		
TYPE OF ACTION REQUESTED	RESOLUTION <input checked="" type="checkbox"/>	FORMAL ACTION/ MOTION <input type="checkbox"/>	INFORMATIONAL /OTHER <input type="checkbox"/>

#### **BACKGROUND / EXPLANATION OF IMPACT**

The District's Sewer SDC Resolution requires that the charge be updated biennially (in "odd years") and adjusted for changes in the Engineering and Reporting News (ENR Index).

#### **FISCAL IMPACT**

The Sewer Connection Charges will be increased to \$3,711 per RCE for new connections to the District's sewer system. These charges help fund upgrades, replacement, and new sewer related construction projects.

#### **RECOMMENDED BOARD ACTION**

Approve Resolution No. 3974

#### **PROPOSED MOTION**

Approve Resolution No. 3974 related to system development charges imposed as a condition of connection to the sewer collection system of the District and repealing Resolution No. 3918.

**WOODINVILLE WATER DISTRICT  
KING COUNTY, WASHINGTON  
RESOLUTION NO. 3974**

**A RESOLUTION of the Board of Commissioners of Woodinville Water District, King County, Washington, related to the system development charges imposed as a condition of connecting to the sewer collection system of the District and repealing Resolution No. 3918.**

**WHEREAS**, pursuant to RCW 57.08.005 (11), Woodinville Water District (the "District") is authorized to charge property owners seeking to connect to the sewer system of the District, as a condition of granting the right to so connect, in addition to the actual cost of connection, a reasonable connection charge so that property owners seeking to connect to the sewer system shall bear their equitable share of the cost of that system; and

**WHEREAS**, it has been determined by the Board of Commissioners of the District that the cost of the sewer collection system is most equitably distributed among the customers of the District through the imposition of the connection charges provided in this resolution; and

**WHEREAS**, the Board of Commissioners previously determined to periodically adjust the District's sewer system development charges based on the percentage of change in the Engineering News Record (ENR) construction cost index, and the Board of Commissioners has determined it is necessary and appropriate to adjust such charges;  
**NOW THEREFORE**,

**BE IT RESOLVED** by the District Board of Commissioners that, effective January 1, 2021, the following charges be imposed and paid as a condition of connecting to the District's sewer collection system:

1. **SYSTEM DEVELOPMENT FEES**

Section 1.1 In addition to any other charge or fee imposed by the District, a system development charge shall be payable for all connections made to the District sewer collection system.

Section 1.2 The sewer system development charge shall be based on the number of Residential Customer Equivalents (RCE) multiplied by \$3,711.00. The RCE shall be calculated using King County METRO Residential Sewer Use Certification No. 1057 (1/90) and Non-Residential Use Certification No. 1058 (1/90), and any amendments thereto.

Section 1.3 The sewer system development charge shall be adjusted biennially (indexed, on January 1 of every "odd" year) based on the percentage change in the Engineering News Record (ENR) construction cost index over the prior September to September two-year period for the City of Seattle, and may also be adjusted periodically based on the findings and recommendations of an



analysis/report of the actual cost of existing District sewer facilities and facilities planned for construction within the next ten years and contained in an adopted comprehensive plan.

Section 1.4 System Development Charges shall be paid when application for a side sewer permit is submitted. Applicants for extension or renewal of side sewer permits shall pay the System Development Charge in effect when they submit their application; provided, however, that they shall receive a credit for System Development Charges previously paid when the original permit was issued.

2. OTHER CONNECTION CHARGES

The District shall also charge the property owner all actual costs incurred directly or indirectly by the District as a result of a requested connection, including, but not limited to, all engineering, legal, administrative, and inspection costs.

Resolution No. 3918 is hereby repealed as of December 31, 2020, and Resolution No. 3974 shall be effective January 1, 2021.

**ADOPTED** by the Board of Commissioners of Woodinville Water District, King County, Washington, at the regular open public meeting thereof this 15<sup>th</sup> Day of December 2020.

Attest:

\_\_\_\_\_  
Pamela J. Maloney – President

\_\_\_\_\_  
Dale Knapinski – Secretary

\_\_\_\_\_  
Karen Steeb – Vice President

\_\_\_\_\_  
Dale Knapinski – Secretary

\_\_\_\_\_  
Tim Schriever – Commissioner

\_\_\_\_\_  
Chuck Clarke – Commissioner



# Update on capacity charge studies

## New capacity charge rate structure approved

The King County Council has approved updates to the rate structure of the capacity charge. Effective Jan. 1, 2021, the County will use average persons per household as the new basis of the capacity charge for residential structures.

This change to the capacity charge residential rate structure will tie the amount that people pay to *the average number of people per household* by housing type, which is based on data from the U.S. Census Bureau.

For single family homes, the updates mean that small homes will pay less for the capacity charge and large homes will pay more beginning in 2021. The Residential Customer Equivalent (RCE) assigned to single family homes would be based on size: small (<1,500 sq. ft. = 0.81 RCE), medium (1,500 – 2,999 sq. ft. = 1 RCE), and large (>3,000 sq. ft. = 1.16 RCE).

The capacity charge helps to pay for the system of pipes, treatment plants and other wastewater facilities that serve a growing regional customer base.

Updates to Residential Customer Equivalent (RCE) Charges by Housing Type		
Housing Type	RCEs for connections on or before Dec. 31, 2020	RCEs for connections on or after Jan. 1, 2021
Single family home		
Small: less than 1,500 sq. ft.	1.0	0.81
Medium: 1,500 to 2,999 sq. ft.	1.0	1.0
Large: greater than 3,000 sq. ft.	1.0	1.16
Multi-unit		
Two to four units	0.8	0.81
Five or more units	0.64	0.63
Attached accessory dwelling unit	0.6	0.59
Detached accessory dwelling unit	On/before June 28, 2019 = 1.0 On/after June 29, 2019 = 0.6	0.59
Microhousing	0.35	0.35
Senior, low-income, special purpose housing	0.32	0.32
Commercial buildings (20 fixture units)	1.0	1.0

Using persons per household data will also result in small changes to RCEs assigned to multi-family units. These changes will also confirm a previous interim change for accessory dwelling units, like backyard cottages and basement apartments, and set a 0.59 RCE for those units.

**ALTERNATIVE FORMATS AVAILABLE**  
**206-477-5371 / 711 (TTY Relay)**



Having three size categories for single family homes adds some administrative complexity. King County is working with local sewer districts and will provide updated forms to record the size of single family homes that connect to the sewer system on or after Jan. 1, 2021, and assign an RCE category.

The approved changes are designed to be revenue neutral so that it does not increase the overall amount that King County collects through the capacity charge.

### Why the update?

The purpose of updating the rate structure is to respond to changing housing trends by making the capacity charge better reflect the amount of wastewater a home is likely to send to the sewer. Using average persons per household allows King County to update the basis for the capacity charge as demographics change.

Since the capacity charge program began in 1990, King County has experienced significant growth and change. Emerging trends include micro-housing, small efficiency dwelling units, accessory dwelling units, detached accessory dwelling units, group housing, adult care homes, and the installation of low-flow plumbing fixtures.

The rate design study was designed to evaluate the best approach for allocating the capacity charge in light of the wastewater demand for today's building types.

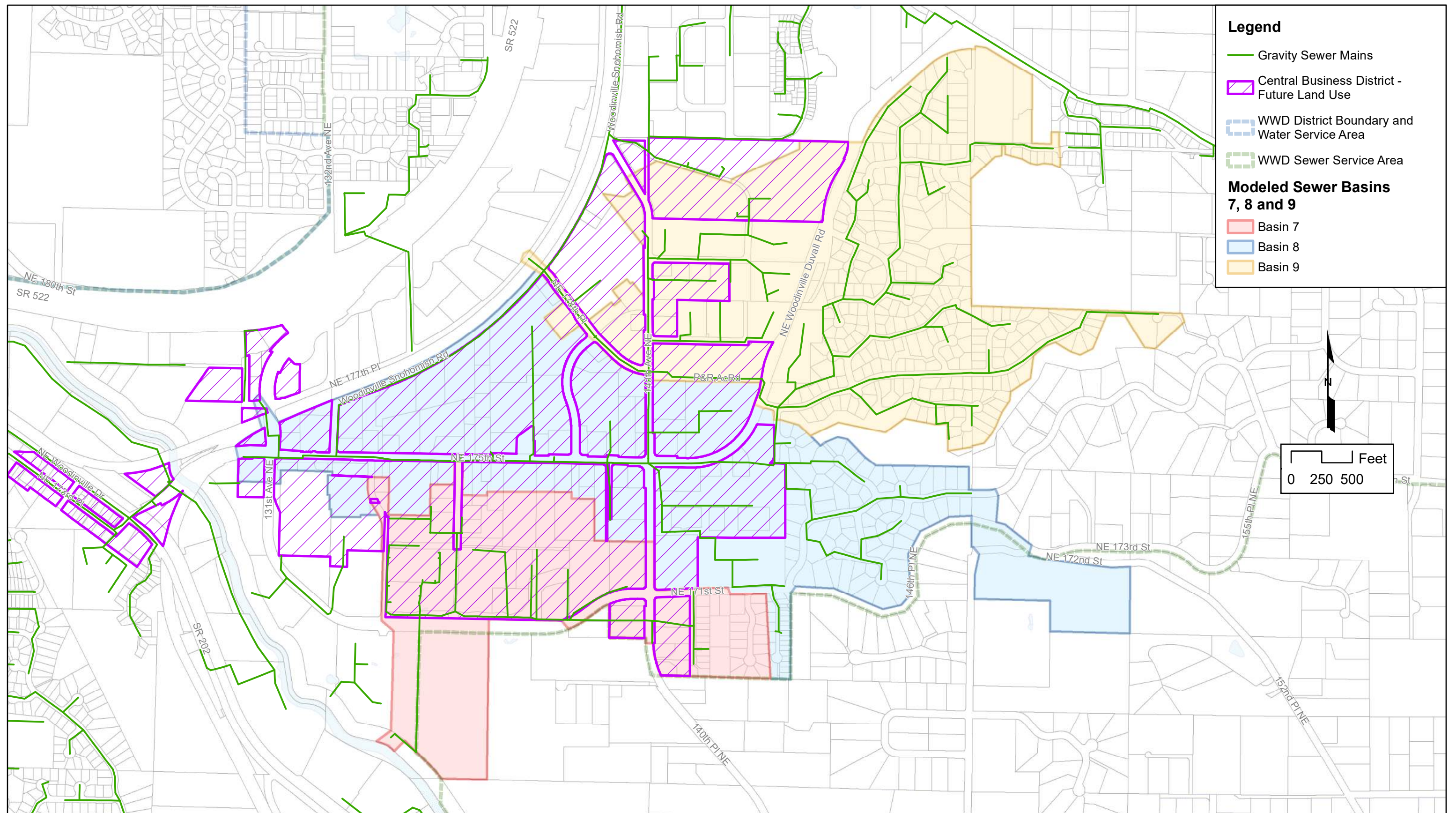
### How to stay updated

For more information, contact Eunice Lee, King County Wastewater Community Services, at [elee@kingcounty.gov](mailto:elee@kingcounty.gov) or 206-263-1614, or visit the capacity charge studies webpage: <https://kingcounty.gov/services/environment/wastewater/capacity-charge/review-studies.aspx>.



*Figure 1. All new buildings that connect to the sewer system pay the capacity charge.*





# **Appendix F – Interagency Service Agreements**

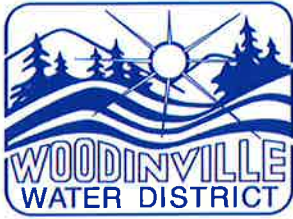
## **2007 and Earlier Agreements**

(Reprint from 2007 General Sewer Plan, prepared by BHC Consultants)

## **Addendum to 2007 Compilation**

(Primarily 2008 and later, few earlier)





## **WOODINVILLE WATER DISTRICT**

### **General Sewer Plan**

July 2007

### **APPENDIX F**

### **Sewer Service Area Agreements**

BHC Consultants LLC  
720 Third Avenue  
Seattle, WA 98104  
206-505-3400



## **WOODINVILLE WATER DISTRICT**

### **SECTIONS WITHIN APPENDIX F**

#### **Agreed Judgment**

With two maps:

Agreed Judgment Boundary Lines  
Sewer Service Area Agreements

#### **Amendment to Metro Agreement**

**City of Bothell**

**City of Redmond**

**City of Woodinville**

**Northshore Utility District**

# WOODINVILLE WATER DISTRICT

40278.02

## SERVICE AREA AGREEMENTS INVENTORY

AGENCY	DOCUMENT	ON MAP	DATE	DESCRIPTION	ADDITIONAL INFO REQUIRED	COMMENTS
Attorney Explanation WD 104 Resolution 103 Agreed Judgement 607979 Agreed Judgement 607978 WD 104 Resolution 86	A-1 A-2 A-3 A-4 A-5	N/A  Red Orange Blue	31-Jan-85 6-Jul-64 1964 13-Jul-64 5-Aug-62	Explains Judgement  Legal Description  Legal Description		Legal Description attached

REED MCCLURE MOCERI & THONN  
A PROFESSIONAL SERVICES CORPORATION

ATTORNEYS AT LAW

17TH FLOOR, THE BANK OF CALIFORNIA CENTER  
900 FOURTH AVENUE  
SEATTLE, WASHINGTON 98164

LORI NELSON ADAMS  
STEVEN M. APPELO  
FRANK BOSL, JR.  
DAVID E. BRESKIN  
KATHY A. COCHRAN  
ROBERT C. DICKERSON, II  
NEIL G. DORFMAN\*\*  
STEPHEN C. ELLIS  
DONALD C. HARRISON  
WILLIAM R. HICKMAN  
WILLIAM L. HOLOER\*\*  
CHRISTOPHER H. HOWARD  
O. BRADLEY HUDSON  
DAVID MICHAEL JACOBI  
ROBERT D. JOHNS  
JEAN M. JOHNSON  
MARK B. KANTOR  
HUGH A. MCCLURE  
MARY PETERSEN MCFARLAND  
CARRELL S. MITSUNAGA

ROY J. MOCERI  
DONNA M. MONIZ  
ALAN C. NESSMAN  
JOAN V. PARISH  
JOHN W. RANKIN, JR.  
RICHARD C. REED\*\*  
HEATHER HOUSTON REEVE\*\*  
ALAN W. SCHULKIN  
DENNIS SMITH  
JEFFREY R. SMITH  
KAREN A. SOUTHWORTH  
ROGER L. STOUVER  
JERRY E. THONN  
DAWN TAE THORSNESS  
STEPHEN M. TODD  
GUY I. TOWLE  
SCOTT CHANNING WAKEFIELD  
GARY A. WESTERN  
JOHN Q. WILSON, JR.  
R. FRANKLIN WOHLFORD

JAMES C. AUSUM\*  
OF COUNSEL

\*ALSO ADMITTED IN ALASKA  
\*\*ALSO ADMITTED IN ILLINOIS  
\*\*\*ALSO ADMITTED IN CALIFORNIA  
\*\*\*\*ALSO ADMITTED IN MASSACHUSETTS

SEATTLE/BELLEVUE  
(206) 292-4900  
TACOMA  
(206) 927-5888

CABLE RMMT SEATTLE  
TELECOPIER (206) 223-0152  
TELEX 32-1163

IN REPLY REFER TO  
OUR FILE NO.

RECEIVED

FEB -1 1985

KING COUNTY WATER DIST. 104

January 31, 1985

Mr. Donald C. Wright  
P. O. Box 545  
Woodinville, WA 98072

Mr. Clarence G. Grening  
17256 N.E. 160th Place  
Woodinville, WA 98072

WILLIAMS, ROTH & ASSOCIATES  
ATTN: Mr. Don Williams  
909 Kirkland Avenue  
Kirkland, WA 98033

Ms. Louise Miller  
17005 - 191st N.E.  
Woodinville, WA 98072

King County Water District #104  
ATTN: Mr. Walter E. Davis  
P. O. Box 644 966  
Woodinville, WA 98072

BELL-WALKER ENGINEERS  
ATTN: Mr. Dave Jochim  
3633 136th Place S.E.  
Bellevue, WA 98006-1451

Gentlemen and Ms. Miller:

We are enclosing to each of you a copy of the January 19, 1970, Agreement between the Water District and the City of Bothell. It is a very confusing agreement. To understand it, you must realize the circumstances of its execution. The City of Bothell was attempting to annex the Holly Hills area which previously had been annexed by Water District No. 104 as annexation no. 2 of the District. The District objected to the King County Boundary Review Board which was then in its infancy. The January 19, 1970, Agreement was the illegitimate offspring of this forced courtship.

I will attempt to simplify the agreement in summary form for your understanding. Three areas are designated (Areas D, E and F). Area D is essentially the Bloomberg Hill area going from 120th Avenue N.E. on the west to the Snohomish County line on the north to 130th Place N.E.-132nd Avenue N.E. on the east and to the highway on the south. The District can provide water service to Area D, but without any waiver of the City's right

January 31, 1985  
Page 2

to acquire the District's facilities and with the further requirement that all facilities must meet the City's standards. The City may and the District may not provide sewer service to Area D.

Parenthetically, at the time of this agreement, the only sewer transmission line was the 21" line that served a part of the District and continued on towards Bothell. Then the second area referred to as Area E was a small area just easterly of 120th Avenue N.E. and southerly of the Northern Pacific Railroad right-of-way. The Agreement provides that the District shall not provide either water or sewer service to Area E which is within the city limits. The third area was Area F which lies immediately to the south of Area E bordered on the west by 120th Avenue N.E. and terminating at N.E. 160th on the south. As to this area, the District is not permitted to provide sewer service. This presumably was to permit gravity sewer service to the then existing 21" sewer transmission main.

The Agreement contemplates future water service and storage facilities within Area D (the Bloomberg Hill area).

The city agreed not to annex any portion of the District except Areas D, E and F, by the resolution method, but may annex by the petition method. The Agreement has other provisions with respect to collection of delinquent accounts, additional sewage trunk facilities, notice to regulatory authorities, the issuance of franchises by the City without charge and other matters of lesser concern.

Although the City's present primary interest is to work out some arrangement with respect to water storage facilities on Bloomberg Hill, and, in fact, is under considerable time and monetary pressure to do so, it seems appropriate to deal with all issues that might have been smouldering between the city and the District.

I have taken a stab at the draft which is enclosed and in doing so the draft was based on some limited conversations with other advisors and without any specific directions from the Commissioners. You should regard it as a working draft.

I have tried to make it as simple as possible and to clearly raise certain issues such as restrictions on annexation. At the very least by having the District take a categorical position on some of these issues, the position of the City can be determined.



January 31, 1985  
Page 3

Each of you should review the 1970 Agreement to see whether the conditions which existed in 1970 that dictated the terms have changed so as to be no longer appropriate, or whether there have been any violations of that agreement in practice by the City of Bothell.

The portion of the draft dealing with the Bloomberg Hill facilities is based upon information submitted originally by the city, with technical changes suggested by Dave Jochim and others. It should be closely examined for its technical accuracy and to be sure that I have interpreted it correctly.

If there are any other subjects to be covered or any other concessions to be requested, please let me know so that these can be introduced into the draft. My thinking is that the Commissioners and their advisors should first agree as to what it is we want as the end product, formalize the draft to fit those perceived needs and objectives, and then open negotiations with the City of Bothell.

Once the Bloomberg Hill reservoir is constructed and the Koll and Quadrant projects are reality, the District will have lost any leverage. This matter should therefore be dealt with as quickly as possible, despite its complexities.

It is my hope that you enjoy reading the 1970 Agreement as much as I did!

Very truly yours,

REED, McCLURE, MOCERI & THONN

*Rich*  
Richard C. Reed

RCR:ck:2975L  
Enclosures

WATER DISTRICT NO. 104

KING COUNTY, WASHINGTON

RESOLUTION No. 105

A RESOLUTION of the Board of Water Commissioners of Water District No. 104, King County, Washington, authorizing and approving settlement of King County Superior Court Cause No. 607978, entitled "Water District No. 104, King County, Washington, a municipal corporation, Plaintiff, versus Northeast Lake Washington Sewer District, a municipal corporation, Defendant," and King County Superior Court Cause No. 607979, entitled "Water District No. 104, King County, Washington, a municipal corporation, Plaintiff, versus Water District No. 81, King County, Washington, a municipal corporation; and Water District No. 79, King County, Washington, a municipal corporation, Defendants."

WHEREAS, there are now pending in King County Superior Court certain actions to determine the validity of the annexation of Water District No. 104 of territory described in Resolution No. 86, and

WHEREAS, the Board of Water Commissioners of King County Water District No. 104 have met with the Commissioners of Water Districts No. 79 and 81 and the Commissioners of Northeast Lake Washington Sewer District to determine which district can serve the areas involved, and

WHEREAS, the Board of Water Commissioners of King County Water District No. 104 deems it in the public interest to settle the existing litigation on the basis of topography and the availability of service from existing facilities, NOW, THEREFORE,

BE IT RESOLVED by the Board of Water Commissioners of Water District No. 104, King County, Washington, as follows:

1. The terms of settlement as set forth in Agreed Judgment in King County Superior Court Cause No. 607978, entitled "Water District No. 104, King County, Washington, a municipal corporation, Plaintiff, versus Northeast Lake Washington Sewer Dis-

trict, a municipal corporation, Defendant," and as set forth in Agreed Judgment in King County Superior Court Cause No. 607979, entitled "Water District No. 104, King County, Washington, a municipal corporation, Plaintiff, versus Water District No. 81, King County, Washington, a municipal corporation; and Water District No. 79, King County, Washington, a municipal corporation, Defendants," attached hereto and incorporated herein by this reference, are hereby approved and confirmed, subject to the approval of the King County Superior Court.

2. Richard C. Reed, attorney for the District, is hereby authorized to consummate settlement by entry of said Agreed Judgments.

ADOPTED by the Board of Water Commissioners of Water District No. 104, King County, Washington, at a regular meeting thereof this 6th day of July, 1964.

*Willard H. Temple*  
\_\_\_\_\_  
President-Commissioner

\_\_\_\_\_  
Commissioner

Attest:

*Kirk M. Parks*  
\_\_\_\_\_  
Secretary-Commissioner

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON

IN AND FOR THE COUNTY OF KING

WATER DISTRICT NO. 104, KING	)	
COUNTY, WASHINGTON, a municipal	)	
corporation,	)	
	)	
Plaintiff,	)	No. 607979
	)	
vs.	)	
	)	
WATER DISTRICT NO. 81, KING	)	
COUNTY, WASHINGTON, a municipal	)	AGREED JUDGMENT
corporation; and WATER DISTRICT	)	
NO. 79, KING COUNTY, WASHINGTON,	)	
a municipal corporation,	)	
	)	
Defendants.	)	

THIS MATTER having come on regularly for hearing before the undersigned Judge of the above entitled Court, the plaintiff being represented by Richard C. Reed, of Bateman, Reed, McClure & Mocerri, the defendant King County Water District No. 81 being represented by Albert A. King, of King and King, the defendant King County Water District No. 79 being represented by John N. Sylvester, of Lycette, Diamond & Sylvester, the Court having examined the records and files herein, being fully advised in the premises and having been advised that the parties hereto had agreed for settlement of the above action on the terms hereinafter set forth, it is hereby ORDERED, ADJUDGED AND DECREED as follows:

1. The plaintiff and both defendants are municipal corporations organized and existing under the laws of the State of Washington and each operates within its respective boundaries a water system for the use and benefit of the public.

2. On August 5, 1963, at a regular meeting of the Board of Water Commissioners of Water District No. 104, King County, Washington, Resolution No. 86 was adopted, a copy of which is attached hereto marked Exhibit A and incorporated herein by this reference, annexing certain territory to the plaintiff water district as

BATEMAN, REED, MCCLURE & MOCERI  
ATTORNEYS

17TH FLOOR HOGUE BUILDING, SEATTLE 60104

described in said Resolution No. 86.

3. On August 6, 1963, as required by RCW 57.24.090, a certified copy of said Resolution No. 86 was filed with the Board of County Commissioners of King County, Washington.

4. On August 7, 1963, the defendant Water District No. 81 adopted Resolution No. 150 providing for the annexation of certain territory as described in said resolution, a portion of which territory overlaps the territory previously annexed to plaintiff Water District No. 104.

5. On August 9, 1963, the defendant Water District No. 81 filed a copy of said Resolution No. 150 with the Board of County Commissioners of King County, Washington.

6. On August 22, 1963, the defendant Water District No. 81 adopted Resolution No. 151 annexing the same territory to Water District No. 81 as was described in the aforementioned Resolution No. 150, with the exception that the area which overlapped the annexation of Water District No. 104 of August 5, 1963 was deleted.

7. On September 4, 1963, the defendant Water District No. 81 adopted Resolution No. 155 purporting to annex additional territory to Water District No. 81, which territory likewise overlaps the territory previously annexed to the plaintiff Water District No. 104 on August 5, 1963.

8. On September 4, 1963, the defendant Water District No. 79 adopted Resolution No. 305 providing for the annexation of certain territory described in said resolution, which territory overlaps the territory previously annexed to plaintiff Water District No. 104.

9. By reason of the annexations above referred to and the resultant overlapping of territory, a controversy has existed with respect to the rights, status and legal relationship of the parties, creating uncertainty, affecting the ability of the parties to perform their functions of supplying water, restricting the ability

BATEMAN, REED, McCLURE & MOCERI  
ATTORNEYS

17TH FLOOR HOGUE BUILDING, SEATTLE 98104



of the water districts to finance improvements and creating a situation where owners of property lying within the overlapped area could be subject to multiple taxation if general obligation bonds were issued by the parties.

10. The parties hereto, through their respective commissioners, engineers and attorneys, have analyzed the topography and the ability of the respective districts to serve water from existing or proposed facilities and have determined that the interests of the residents whose property lies within the annexed areas would be best served by establishing the boundaries of the respective water districts as hereafter set forth.

A. The defendant Water District No. 81 shall have included within its boundaries that portion of the area described in Exhibit A lying southerly of the following described line:

Beginning at the intersection of the centerline of Primary State Highway No. 1 and the production of the East-West centerline of Section 28, Township 26 North, Range 5 East, W.M., and the present limits of Water District No. 81; thence easterly along said East-West centerline to the N-S centerline of said Section 28; thence northerly along said North-South centerline to the north line of the South 1/2 of the N.E. 1/4 of said Section 28; thence easterly along the north line of the S. 1/2 of the N.E. 1/4 of said Section 28 and along the north line of the South 1/2 of the N.W. 1/4 of Section 27, Township 26 North, Range 5 East, W.M., to a point 150 feet west of the S.E. corner of the West 1/2 of the N.W. 1/4 of the N.W. 1/4 of said Section 27; thence south 120 feet; thence easterly on a line parallel with and 120 feet south of the north line of the south half of the N.W. 1/4 of said Section 27 to a point on a line which is 120 feet north of the north margin of N.E. 126th St; thence easterly on a line parallel with and 120 feet north of the north margin of said N.E. 126th St. to an intersection with a line 450 feet east of the east line of the N.W. 1/4 of the N.W. 1/4 of said Section 27; thence north along a line 450 feet east of and parallel with the east line of the N.W. 1/4 of the N.W. 1/4 of said Section 27, to a point 570.87 feet south of the north line of said section 27; thence east 220 feet; thence north on a line 670 feet east of and parallel with the east line of said N.W. 1/4 of the N.W. 1/4 of Section 27 to the north line of said Section 27; thence east along the north line of said Section 27, to the center of the Sammamish River, all in King County, Washington.

BATEMAN, REED, McCLURE & MOCERI  
ATTORNEYS

17TH FLOOR HOGE BUILDING, SEATTLE 98104

B. The defendant Water District 79 shall have included within its boundaries that portion of the area described in Exhibit A lying westerly of the following described line:

The East line of the West 1/2 of the West 1/2 of the West 1/2 of the East 1/2 of Section 21, Township 26 North, Range 5, E., W.M., and the East line of the West 1/2 of the West 1/2 of the West 1/2 of the East 1/2 of Section 28, Township 26 North, Range 5, E., W.M., and lying northerly of the line described in Paragraph 10-A of this order.

C. The plaintiff Water District No. 104 shall have included in its boundaries all other portions of the area described in Exhibit A except as described in Paragraphs 10-A and 10-B of this order.

11. Any areas provided in this order to be excluded from the annexation of territory by Water District No. 104 and to be served by either Water District No. 79 or Water District No. 81, which was not previously included within the annexations of Water Districts 79 or 81, shall be subject to such further annexation proceedings of Water District No. 79 and Water District No. 81 as are required by law.

12. Subject to the revision of the boundary lines as hereinabove provided, the Court does approve, ratify and confirm all procedural steps taken by the water districts and does hereby recognize and establish the validity of the respective annexations of said districts.

13. Subject to the terms of this order, judgment shall be entered as herein provided and the complaint and cross claims of the parties shall be dismissed with prejudice and without costs.

14. Let a certified copy of this Agreed Judgment be filed with the County Commissioners of King County, Washington, the King County Auditor, and with such other offices as may be appropriate.

DONE IN OPEN COURT this \_\_\_\_\_ day of \_\_\_\_\_, 1964.

J U D G E

BATEMAN, REED, McCLURE & MOCERI  
ATTORNEYS

17TH FLOOR HOGUE BUILDING, SEATTLE 98104

Presented by:

Of Attorneys for Plaintiff  
Water District No. 104

Approved; notice of presentation waived

Of Attorneys for Defendant  
Water District No. 79

Of Attorneys for Defendant  
Water District No. 81

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON

IN AND FOR THE COUNTY OF KING

WATER DISTRICT NO. 104, KING	)	
COUNTY, WASHINGTON, a municipal	)	
corporation,	)	
	)	
Plaintiff,	)	No. 607978
	)	
vs.	)	
	)	
NORTHEAST LAKE WASHINGTON SEWER	)	AGREED JUDGMENT
DISTRICT, a municipal corpora-	)	
tion,	)	
	)	
Defendant.	)	

THIS MATTER having come on regularly before the undersigned Judge of the above entitled Court, the plaintiff being represented by Richard C. Reed, of Bateman, Reed, McClure & Mocerri, the defendant being represented by Wayne C. Booth, of Wright, Booth, Beresford & Anderson, the Court having examined the records and files herein, being fully advised in the premises and having been advised that the parties hereto had agreed for settlement of the above action on the terms hereinafter set forth, it is ORDERED, ADJUDGED AND AGREED as follows:

1. Plaintiff is a water district organized and existing under the laws of the State of Washington and operates within its boundaries a water system for the use and benefit of the public. The defendant is a municipal corporation organized as a sewer district and provides services of the nature permitted under the statutes of the State of Washington.

2. On August 5, 1963, at a regular meeting of the Board of Water Commissioners of Water District No. 104, King County, Washington, [REDACTED] adopted, a copy of which is attached hereto [REDACTED] and incorporated herein by this reference, annexing certain territory to the plaintiff water district as described in said Resolution No. 86.

BATEMAN, REED, McCLURE & MOCERRI  
ATTORNEYS

17TH FLOOR HOGUE BUILDING, SEATTLE 98104

3. On August 6, 1963, as required by RCW 57.24.090, a certified copy of said Resolution No. 36 was filed with the Board of County Commissioners of King County, Washington.

4. At a regular meeting held August 5, 1963, the Board of Water Commissioners of Water District No. 104, King County, Washington, pursuant to Chapter 111, Laws of 1963 (Chapter 57.03 RCW), adopted Resolution No. 37, entitled:

"A RESOLUTION of the Board of Water Commissioners of Water District No. 104, King County, Washington, adopting a general comprehensive plan for the collection and disposal of sanitary sewage as provided by Chapter 111, Laws of 1963 (Chapter 57.03, RCW), declaring the estimated cost thereof as near as may be; and providing for the method of financing the same."

5. On August 22, 1963, two separate annexations of territory to the defendant sewer district (which were initiated by petition and confirmed in by the defendant's commissioners on May 2, 1963) were completed by the adoption of Resolution 26424 and Resolution 26425 by the Board of County Commissioners, King County, Washington, both of which annexations overlapped a portion of the area lying within the boundaries of the plaintiff water district and within the area covered by plaintiff's comprehensive plan for sewer service.

6. By reason of the annexations or attempted annexations of the parties hereto and the resultant overlapping of territory, a controversy exists with respect to the right, status and legal relationship of the parties, creating uncertainty, affecting the ability of the parties to perform their functions of providing sewer service, restricting the ability of the districts to finance improvements and creating a situation where owners of property lying within the overlapped area could be subject to multiple taxation if general obligation bonds were issued by the parties.

7. The parties hereto, through their respective commissioners, engineers and attorneys, have analyzed the topography and the ability of the respective districts to provide sewer service from existing or proposed facilities and have determined that the



interests of the residents whose property lies within the areas hereinafter referred would be best served by establishing the boundaries of the respective districts as hereinafter set forth:

8. The defendant shall have included within its boundaries the area <sup>to</sup> the east of the boundary as described in **ATTACHMENT B** incorporated herein by this reference. Defendant shall furnish sewer service to said area, but said area shall nonetheless receive water service from the plaintiff, or from any other water district in whose territory said area may lie.

9. The defendant shall not annex or attempt to annex or provide sewer service to any area included within the boundaries of King County Water District No. 104 as presently or hereafter established, other than as provided in the preceding paragraph, without the prior written consent of the plaintiff King County Water District No. 104.

10. Any areas provided in this order to be excluded from the annexation of territory of Water District No. 104 or original boundaries of Water District No. 104 and to be served by Northeast Lake Washington Sewer District, which was not previously included within the annexations of Northeast Lake Washington Sewer District, shall be subject to such further annexation proceedings by Northeast Lake Washington Sewer District as are required by law.

11. Subject to the revision of boundary lines as hereinabove provided, the Court does approve, ratify and confirm all procedural steps taken by the water district and sewer district and does hereby recognize and establish the validity of the respective annexations of said districts. And the court does hereby approve the provisions of this agreed judgment.

12. Subject to the terms of this order, judgment shall be entered as herein provided and complaint and cross claims of the parties shall be dismissed with prejudice and without costs, and it is so ordered.

13. Let a certified copy of this agreed judgment be filed with the county Commissioners of King County, Washington, King County Auditor, and with such other offices as may be appropriate.

DONE IN OPEN COURT this 7<sup>th</sup> day of July, 1934.

**STORY BRIDGEMAN**

J U D G E

Presented by:

H. R. R. R. R.  
OF ATTORNEYS FOR Plaintiff  
Water District No. 104

Approved; notice of presentation waived.

J. H. C. C.  
OF ATTORNEYS FOR Defendant  
Northeast Lake Washington  
Sewer District

**EXHIBIT A**

WATER DISTRICT NO. 104  
KING COUNTY, WASHINGTON

**Resolution No. 86**

#1

A RESOLUTION of the Board of Water Commissioners of Water District No. 104, King County, Washington, providing for annexation of territory to the Water District, as described herein, ordering said annexation effective as of August 5, 1963, and directing the filing of a certified copy of this resolution with the Board of County Commissioners of King County, Washington.

WHEREAS, a written petition for annexation of an area contiguous to Water District No. 104, King County, Washington, has heretofore been filed with the Board of Water Commissioners of Water District No. 104, King County, Washington, and

WHEREAS, it has heretofore been established to the satisfaction of the Board of ~~County~~ <sup>WATER</sup> Commissioners of said District that said petition for annexation was in proper form and was signed by the owners of not less than 60% of the land area for which annexation is petitioned, and

WHEREAS the Board of Water Commissioners of Water District No. 104 by Resolution No. 85, adopted July 23, 1963, set the time and place for hearing on said petition for annexation and caused notice by publication and posting to be given as required by R.C.W. 57.04.030, and

WHEREAS, on August 5, 1963, at a regular meeting of the Board of Water Commissioners of said District, a hearing was held on said petition for annexation, now therefore,

BE IT RESOLVED as follows:

Section 1. The territory described in **EXHIBIT A** attached hereto, and incorporated herein by this reference, shall be, and it is hereby, annexed to and made a part of Water District No. 104, King County, Washington,

Section 2. A certified copy of this resolution shall forthwith be filed with the Board of County Commissioners of King County, Washington.

ADOPTED by the Board of Water Commissioners of Water District No. 104,

#3

King County, Washington, this 5th day of August, 1983, at a regular meeting thereof.

Michael E. Hise  
President-Commissioner

Wallace H. Hingle  
Commissioner

Attest:

Kath M. Parks  
Secretary-Commissioner

PROPOSED EASTERN SERVICE AREA  
BOUNDARY FOR SEWERAGE SYSTEMS  
BETWEEN N.E. LANE WASHINGTON SEWER DISTRICT  
AND WATER DISTRICT NO. 104

Beginning at the intersection of the Southwesterly margin of Puget Sound Power & Light Co. Easement (Rolt River Pipe Line R/W), and the west line of the E $\frac{1}{2}$  of the W $\frac{1}{2}$  of Section 16, Township 26 North, Range 5 East W.M. (said point also being on the boundary of Water District No. 104, King County, Washington);

Thence Southeasterly along said Southwesterly margin of said Easement to its intersection with the North line of the SW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of said Section 16;

Thence Easterly along said North line to the Northeast corner of the SW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of said Section 16;

Thence Southerly along the East line of said SW $\frac{1}{4}$  of SE $\frac{1}{4}$  to its intersection with the Southwesterly margin of the Puget Sound Power & Light Co. Easement;

Thence Southeasterly along said Southwesterly margin of said Easement to its intersection with the East line of SW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of said Sec. 16;

Thence Southerly along said East line to the Southeast corner thereof, also being the Northeast corner of the W $\frac{1}{2}$  of the NW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 21, Township 26 North, Range 5 East W.M.;

Thence Southerly along the East line of said W $\frac{1}{2}$  of NW $\frac{1}{4}$  of NE $\frac{1}{4}$  of NE $\frac{1}{4}$  to the Southeast corner thereof;

Thence Easterly along the North line of the W $\frac{1}{2}$  of SW $\frac{1}{4}$  of NE $\frac{1}{4}$  of NE $\frac{1}{4}$  of NE $\frac{1}{4}$  of said Section 21 to the Northeast corner thereof;

Thence Southerly along the East line of said W $\frac{1}{2}$  of SW $\frac{1}{4}$  of NE $\frac{1}{4}$  of NE $\frac{1}{4}$  of NE $\frac{1}{4}$  to the Southeast corner thereof;

Thence Easterly along the North line of the E $\frac{1}{2}$  of W $\frac{1}{2}$  of SE $\frac{1}{4}$  of NE $\frac{1}{4}$  of NE $\frac{1}{4}$  and the W $\frac{1}{2}$  of E $\frac{1}{2}$  of SE $\frac{1}{4}$  of NE $\frac{1}{4}$  of NE $\frac{1}{4}$ , said Section 21 to the Northeast corner thereof;

Thence Southerly along the East line of said W $\frac{1}{2}$  of E $\frac{1}{2}$  of SE $\frac{1}{4}$  of NE $\frac{1}{4}$  of NE $\frac{1}{4}$  to the Southeast corner thereof;

Thence Westerly along the South line of the SE $\frac{1}{4}$  of NE $\frac{1}{4}$  of NE $\frac{1}{4}$ , said Sec. 21 to a point which is westerly 605 ft. from the Southeast corner thereof;

Thence Southerly along the Westerly line of the Easterly 605 ft. of the North 330 ft. of the SE $\frac{1}{4}$  of NE $\frac{1}{4}$ , said Sec. 21 to the Southeast corner thereof;

Thence Easterly along the South line of the said North 330 ft. of SE $\frac{1}{4}$  of NE $\frac{1}{4}$  to its intersection with the East line of the W $\frac{1}{2}$  of E $\frac{1}{2}$  of SE $\frac{1}{4}$  of NE $\frac{1}{4}$  of said Section 21;

Thence Southerly along said East line to its intersection with the centerline of N.E. 140th St.;



Thence Westerly along said centerline to the Northeast corner of the  $\frac{1}{2}$  of NE $\frac{1}{4}$  of SE $\frac{1}{4}$  of said Section 21;

Thence Southerly along the East line of said  $\frac{1}{2}$  of NE $\frac{1}{4}$  of SE $\frac{1}{4}$  to the Northwest corner of the  $\frac{1}{2}$  of SE $\frac{1}{4}$  of NE $\frac{1}{4}$  of SE $\frac{1}{4}$  of said Section 21;

Thence Easterly along the North line of said  $\frac{1}{2}$  of SE $\frac{1}{4}$  of NE $\frac{1}{4}$  of SE $\frac{1}{4}$  to the Northeast corner thereof, said corner being a point on the centerline of 132nd Ave. N.E.;

Thence Southerly along said centerline to the Northeast corner of the  $\frac{1}{2}$  of  $\frac{1}{2}$  of SE $\frac{1}{4}$ , said Section 21, said Northeast corner also being the Northwest corner of the SE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 22, Township 26 North, Range 5 East W.M., King County, Washington, said corner being on the centerline of 132nd Avenue N.E.;

Thence Easterly along the North line of said SW $\frac{1}{4}$  of SW $\frac{1}{4}$  of SW $\frac{1}{4}$  to the Northeast corner thereof;

Thence Southerly along the East line of said SW $\frac{1}{4}$  of SW $\frac{1}{4}$  of SW $\frac{1}{4}$  to the Southeast corner thereof which is also the Northeast corner of the  $\frac{1}{2}$  of the  $\frac{1}{2}$  of the  $\frac{1}{2}$  of Section 27, Township 26 North, Range 5 East W.M.;

Thence continuing Southerly along the East line of said  $\frac{1}{2}$  of  $\frac{1}{2}$  of  $\frac{1}{2}$  to a point 150 feet Southerly of the centerline of Slater Avenue N.E. (Also known as J.W. Edwards Road No. 970);

DESCRIPTION

Said territory being a portion of Sections 21, 22, 27 and 28, Township 26 North, Range 5 East, W.M., in King County, Washington, described as follows:

Beginning at the NW corner of the E 1/2 of the W 1/2 of the W 1/2 of the NE 1/4 of Sec. 21, T 26 N, R 5 E, W.M.;

Thence southerly along the west line of said E 1/2 of the W 1/2 of the W 1/2 of the NE 1/4 of Sec. 21 to the north line of the SE 1/4 of said Sec. 21;

Thence continuing southerly along the west line of the E 1/2 of the W 1/2 of the W 1/2 of said SE 1/4 to the North line of the SW 1/4 of the SW 1/4 of the SE 1/4 of said Section 21;

Thence westerly along said north line to the east line of the SW 1/4 of said Section 21;

Thence continuing westerly along the north line of the SE 1/4 of the SE 1/4 of the SW 1/4 to the west line of the SE 1/4 of the SE 1/4 of the SW 1/4 of Section 21;

Thence southerly along said west line to the north line of S 1/2 of the SW 1/4 of the SE 1/4 of the SW 1/4 of Section 21;

Thence westerly along said north line to the west line of the E 1/2 of the SW 1/4 of Section 21;

Thence southerly along said west line to the south line of Section 21;

Thence continuing southerly along the westerly line of the NE 1/4 of the NW 1/4 of Section 28, T 26 N, R 5 E, W.M. to the NE corner of the SW 1/4 of the NW 1/4 of said Section 28;

Thence westerly along the northerly line of the SW 1/4 of the NW 1/4 of said Section 28 to the northeasterly margin of Primary State Highway No. 1;

Thence southeasterly and easterly along said northeasterly margin to the centerline of the Northern Pacific Railway R/W;

Thence easterly along said centerline to the westerly line of Section 27, T 26 N, R 5 E, W.M.;

Thence continuing along the centerline of the Northern Pacific Railway R/W easterly and northeasterly to the southerly line of Sec. 22, T 26 N, R 5 E, W.M.;

Thence easterly along the southerly line of Sec. 22 to the SE corner thereof said point being the existing boundary of Water District No. 104;

Thence <sup>northerly and</sup> westerly along said boundary to the east line of Sec. 16, T 26 N, R 5 E, W.M.;

Thence continuing westerly along said boundary to the NW corner of the NE 1/4 of the NW 1/4 of Sec. 21, T 26 N, R 5 E, W.M. which is the point of beginning.

#3  
EXHIBIT A



# Woodinville Water District

Woodinville Water District Office



## Legend

### Resolution

- WD 104 vs NE Lake Washington SD
- WD 104 Resolution 86
- WD 104 vs WD 81

0 1,000 2,000 4,000 Feet

WWD Sewer lines and Manholes data are APPROXIMATE: Woodinville Water District 2004 and existing As-Built plans.

WWD Boundary: Woodinville Water District 2005

All other data layers obtained from King County GIS 2005, and Snohomish County GIS 2003. No warranty is made concerning the accuracy, currency, or completeness of data depicted on this map.

Map Updated: July 6 2006

**BHC CONSULTANTS, LLC**  
720 Third Avenue, Suite 1200  
Seattle, WA 98104-1820  
P 206.505.3400  
F 206.505.3406  
Formerly a Division of Berryman & Haniger

## Agreed Judgment





# Woodinville Water District

Woodinville Water District Office



## Legend

Resolution

- 1
- 2
- 3

Organize Interlocal Agreement Feb2006

District

- Northshore Utility District
- City of Bothell
- City of Redmond
- Individual

0 1,000 2,000 4,000 Feet

WWD Sewer lines and Manholes data are APPROXIMATE: Woodinville Water District 2004 and existing As-Built plans.

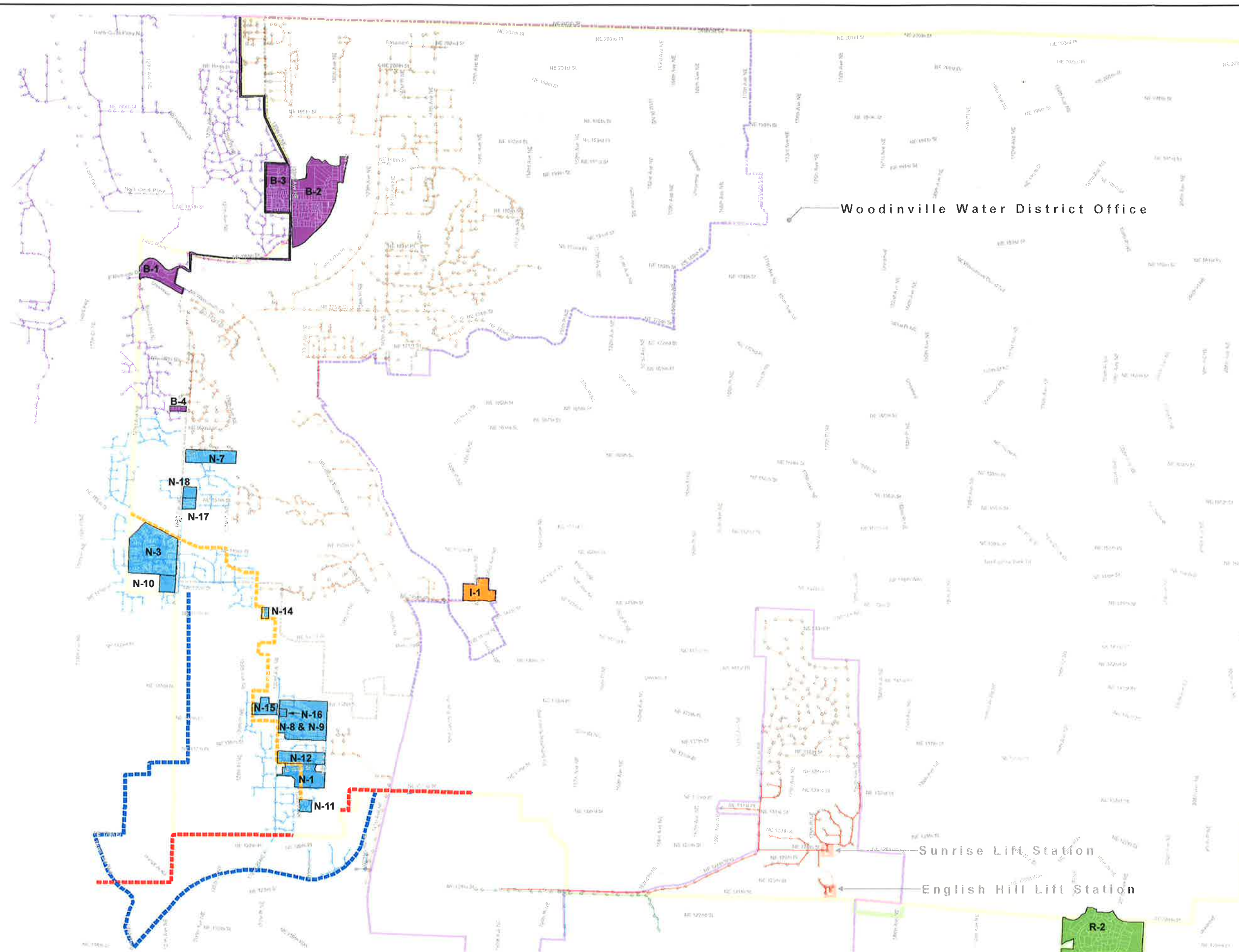
WWD Boundary: Woodinville Water District 2005

All other data layers obtained from King County GIS 2005, and Snohomish County GIS 2003. No warranty is made concerning the accuracy, currency, or completeness of data depicted on this map.

Map Updated: July 6 2006

**BHC** CONSULTANTS  
BHC Consultants, LLC  
720 Third Avenue, Suite 1200  
Seattle, WA 98104-1820  
P 206.505.3400  
F 206.505.3408  
Formerly a Division of Berryman & Henigar

## Sewer Service Area Agreements



WOODINVILLE WATER DISTRICT  
SERVICE AREA AGREEMENTS INVENTORY

40278.02

AGENCY	DOCUMENT	ON MAP	DATE	DESCRIPTION	ADDITIONAL INFO REQUIRED	COMMENTS
Metro	M-1		21-May-90	Resolution No. 2744 amending the Agreement for Sewer Disposal dated May 17, 1973		Exhibit A - Amendment to Agreement for Sewage Disposal, no area described



WOODINVILLE WATER DISTRICT

KING COUNTY, WASHINGTON

RESOLUTION NO. 2744


A RESOLUTION of the Board of Commissioners of Woodinville Water District, King County, Washington, amending the Agreement for Sewage Disposal dated May 17, 1973, and approved by Resolution No. 436, adopted May 7, 1973.

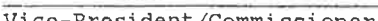
WHEREAS by Resolution No. 436, adopted May 7, 1973, the Board of Commissioners of Woodinville Water District, then known as King County Water District No. 104, approved the Agreement For Sewage Disposal with Municipality of Metropolitan Seattle, a metropolitan municipal corporation of the State of Washington (hereinafter referred to as "Metro") and authorized execution of said agreement; and

WHEREAS the Agreement For Sewage Disposal with METRO adopted May 7, 1973 under Resolution No. 436 was amended on May 26, 1988; NOW THEREFORE,


BE IT RESOLVED by the Board of Commissioners of Woodinville Water District, King County, Washington, that the Agreement For Sewage Disposal with METRO is amended as detailed in the attached Exhibit A, and hereby is, approved.

ADOPTED by the Board of Commissioners of Woodinville Water District, King County, Washington, at a regular meeting thereof this 21st day of May, 1990.

  
President/Commissioner

  
Vice-President/Commissioner

Attest:

  
Secretary/Commissioner

2744/RES

EXHIBIT "A"

WOODINVILLE WATER DISTRICT  
MUNICIPALITY OF METROPOLITAN SEATTLE  
AMENDMENT TO AGREEMENT  
FOR SEWAGE DISPOSAL

THIS AMENDMENT made as of the 21st day  
of May, 1990 between the Woodinville  
Water District, a municipal corporation of the State of  
Washington (hereinafter referred to as the "District") and  
the Municipality of Metropolitan Seattle, a metropolitan  
municipal corporation of the State of Washington  
(hereinafter referred to as "Metro");

WITNESSETH:

WHEREAS, the parties have entered into a long term  
Agreement for Sewage Disposal dated May 17, 1973 and amended on  
May 26, 1988,  
(hereinafter referred to as the "Basic Agreement"); and

WHEREAS, an advisory committee composed of elected  
and appointed officials in the metropolitan area was  
appointed by the Metropolitan Council to examine the  
structure of Metro's charges to its participants; and

WHEREAS, said advisory committee, following  
extensive research, study and deliberations, has recommended  
certain changes in the structure of Metro's charges to its  
participants and implementation of said changes requires  
amendment of the Basic Agreement; and

WHEREAS, the parties have determined that the  
recommendations are in the best public interest and  
therefore desire to amend said Basic Agreement to implement  
said recommendations;

NOW, THEREFORE, it is hereby agreed as follows:

Section 1. Amendment of Section 5 of the Basic Agreement. Section 5 of the Basic Agreement is hereby amended to read as follows:

"Section 5. Payment for Sewage Disposal. For the disposal of sewage hereafter collected by the District and delivered to Metro the District shall pay to Metro on or before the last day of each month during the term of this Agreement, a sewage disposal charge determined as provided in this Section 5.

1. For the quarterly periods ending March 31, June 30, September 30 and December 31 of each year every Participant shall submit a written report to Metro setting forth:

(a) the number of Residential Customers billed by such Participant for local sewerage charges as of the last day of the quarter,

(b) the total number of all customers billed for local sewerage charges by such Participant as of such day, and

(c) the total water consumption during such quarter for all customers billed for local sewerage charges by such Participant other than Residential Customers.

The quarterly water consumption report shall be taken from water meter records and may be adjusted to exclude water which does not enter the sanitary facilities of the customer. Where actual sewage flow from an individual customer is metered, the metered sewage flows shall be reported in lieu of adjusted water consumption. The total quarterly water consumption report in cubic feet shall be divided by 2,250 to determine the number of Residential Customer equivalents represented by each Participant's customers other than single family residences. Metro shall maintain a permanent record of the quarterly customer reports from each Participant.

The District's first quarterly report shall cover the first quarterly period following the date when sewage is first delivered to Metro and shall be submitted within thirty days following the end of the quarter. Succeeding reports shall be made for each quarterly period thereafter and shall be submitted within thirty (30) days following the end of the quarter.

2. (a) To form a basis for determining the monthly sewage disposal charge to be paid by each Participant during any particular quarterly period, Metro shall ascertain the number of Residential Customers and Residential Customer equivalents of each Participant. This determination shall be made by taking the sum of the actual number of Residential customers reported as of the last day of the next to the last preceding quarter and the average number of Residential Customer Equivalents per quarter reported for the four quarters ending with said next to the last preceding quarter, adjusted for each Participant to eliminate any Residential Customers or Residential Customer equivalents whose sewage is delivered to a governmental agency other than Metro or other than a Participant for disposal outside of the Metropolitan Area.

(b) For the initial period until the District shall have submitted six consecutive quarterly reports, the reported number of Residential Customers and Residential Customer equivalents of the District shall be determined as provided in this subparagraph (b). On or before the tenth day of each month beginning with the month prior to the month in which sewage from the District is first delivered to Metro, the District shall submit a written statement of the number of Residential Customers and Residential Customer equivalents estimated to be billed by the District during the next succeeding month. For the purpose of determining the basic reported number of Residential Customers and

Residential Customer equivalents of the District for such next succeeding month, Metro may at its discretion adopt either such estimate or the actual number of Residential Customers and Residential Customer equivalents reported by the District as of the last day of the next to the last preceding reported quarter. After the District shall have furnished six consecutive quarterly reports the reported number of Residential Customers and Residential Customer equivalents of the District shall be determined as provided in the immediately preceding subparagraph (a).

(c) If the District shall fail to submit the required monthly and/or quarterly reports when due, Metro may make its own estimate of the number of Residential Customers and Residential Customer equivalents of the District and such estimate shall constitute the reported number for the purpose of determining sewage disposal charges.

3. The monthly sewage disposal charge payable to Metro shall be determined as follows:

(a) Prior to July 1st of each year Metro shall determine its total monetary requirements for the disposal of sewage during the next succeeding calendar year. Such requirements shall include the cost of administration, operation, maintenance, repair and replacement of the Metropolitan Sewerage System, establishment and maintenance of necessary working capital and reserves, the requirements of any resolution providing for the issuance of revenue bonds of Metro to finance the acquisition, construction or use of sewerage facilities, plus not to exceed 1% of the foregoing requirements for general administrative overhead costs.

(b) To determine the monthly rate per Residential Customer or Residential Customer equivalent to be used during said next succeeding calendar year, the total



monetary requirements for disposal of sewage as determined in subparagraph 3(a) of this section shall be divided by twelve and the resulting quotient shall be divided by the total number of Residential Customers and Residential Customer equivalents of all Participants for the October-December quarter preceding said July 1st, ~~provided, however,~~  
~~that the monthly rate shall not be less than Two Dollars (\$2.00) per month per Residential Customer or Residential Customer equivalent at any time during the period ending July 31, 1972.~~

(c) The monthly sewage disposal charge paid by each Participant to Metro shall be obtained by multiplying the monthly rate by the number of Residential Customers and Residential Customer equivalents of the Participant. An additional charge may be made for sewage or wastes of unusual quality or composition requiring special treatment, or Metro may require pretreatment of such sewage or wastes. An additional charge may be made for quantities of storm or ground waters entering those Local Sewerage Facilities ~~which are constructed after January 1, 1961~~ in excess of the minimum standard established by the general rules and regulations of Metro.

4. The parties acknowledge that, by resolution of the Metropolitan Council, Metro may impose a charge or charges directly on the future customers of a Participant for purposes of paying for capacity in Metropolitan Sewage Facilities and that such charges shall not constitute a breach of this agreement or any part thereof. The proceeds of said charge or charges, if imposed, shall be used only for capital expenditures or defeasance of outstanding revenue bonds prior to maturity.

In the event such a charge or charges are imposed, the District shall, at Metro's request, provide such information regarding new residential customers and

residential customer equivalents as may be reasonable and appropriate for purposes of implementing such a charge or charges.

5. A statement of the amount of the monthly sewage disposal charge shall be submitted by Metro to each Participant on or before the first day of each month and payment of such charge shall be due on the last day of such month. If any charge or portion thereof due to Metro shall remain unpaid for fifteen days following its due date, the Participant shall be charged with and pay to Metro interest on the amount unpaid from its due date until paid at the rate of 6% per annum, and Metro may, upon failure to pay such amount, enforce payment by any remedy available at law or equity.

6. The District irrevocably obligates and binds itself to pay its sewage disposal charge out of the gross revenues of the sewer system of the District. The District further binds itself to establish, maintain and collect charges for sewer service which will at all times be sufficient to pay all costs of maintenance and operation of the sewer system of the District, including the sewage disposal charge payable to Metro hereunder and sufficient to pay the principal of and interest on any revenue bonds of the District which shall constitute a charge upon such gross revenues. It is recognized by Metro and the District that the sewage disposal charge paid by the District to Metro shall constitute an expense of the maintenance and operation of the sewer system of the District. The District shall provide in the issuance of future sewer revenue bonds of the District that expenses of maintenance and operations of the sewer system of the District shall be paid before payment of principal and interest of such bonds. The District shall have the right to fix its own schedule of rates and charges for sewer service provided that same shall produce revenue

sufficient to meet the covenants contained in this Agreement.

Section 2. Effective Date of Amendment. This amendment shall take effect at the beginning of the first quarter following the date first written above with quarters beginning January 1, April 1, July 1, and October 1.

Section 3. Basic Agreement Unchanged. Except as otherwise provided in this amendment, all provisions of the basic agreement shall remain in full force and effect as written therein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

WOODINVILLE WATER DISTRICT

---

ATTEST:

---

MUNICIPALITY OF  
METROPOLITAN SEATTLE

---

Gary Zimmerman  
Chair of the Council

ATTEST:

---

# WOODINVILLE WATER DISTRICT SERVICE AREA AGREEMENTS INVENTORY

40278.02  
6/1/2006

AGENCY	DOCUMENT	ON MAP	DATE	DESCRIPTION	ADDITIONAL INFO REQUIRED	COMMENTS
City of Bothell	B-1	X	Dec. 28, 1993	Interlocal Agreement for WWD to provide sewer service to a portion of Bothell		Exhibit A - No legal description, map is included
	B-2	X	Sep. 9, 1997	Interlocal Agreement for WWD to provide service to an area by connecting to Bothell Sewer Line		Exhibit A - No legal description, map is included
	B-3	X	Oct. 5, 1998	Interlocal Agreement for Bothell to provide service for property within WWD boundary		Exhibit A - No legal description, map is included
	B-4	X	Sep. 10, 2001	Agreement for Interim Sewer Service for WWD to provide sewer service to Ozegovic Short Plat	X	Exhibit A is legal description (with error) see K.C. Rec#9302231292, no map
	B-5		Oct. 15, 2001	Agreement for Interim Sewer Service for WWD to provide sewer service to Wolfe Ridge Short Plat	X	Wolfe Ridge Short Plat Agreement not signed

B-1

INTERLOCAL AGREEMENT

THIS AGREEMENT is made this 28 day of December, 1993, by and between the City of Bothell, a Washington municipal corporation, (hereinafter the "City"), and the Woodinville Water District, a special purpose district formed under chapter 57.04 of the Revised Code of Washington, (hereinafter the "District").

WHEREAS, the District and the City are the owners and operators of sewer systems in King County, Washington; and

WHEREAS, the District desires to provide sewer service to an area (the "Service Area") within the corporate boundaries of the District, as such area is depicted in Exhibit A, attached hereto and by this reference incorporated herein; and

WHEREAS, the City owns and operates a gravity sewer line, (the "Sewer Line"), as the same is depicted in Exhibit A and shown adjacent to the Service Area; and

WHEREAS, the District desires to connect to the City's Sewer Line in order to provide service to the Service Area; and

WHEREAS, the City is willing to allow the District to connect the Sewer Line to provide sewer service to the Service Area, subject to certain terms and conditions as set forth in this Agreement; and

WHEREAS, the District and City are authorized by chapter 39.34 RCW to enter into interlocal agreements for joint action;



NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the parties agree as follows:

Section 1. Sewer Service.

- A. Area of Service. The City agrees to permit the District to connect to the Sewer Line at a point determined by the City, for the purpose of providing sewer service to the Service Area as described in Exhibit A. This Agreement shall only authorize the District to provide sewer service to the property within the Service Area, unless both parties execute a written amendment modifying this Agreement.
- B. Connection Point. The City shall designate a connection point to the Sewer Line for the District's sewer system. Prior to construction of the connection between the City and District's sewer systems, the District shall submit plans and specifications for such connection to the City for approval. All costs associated with the installation of the connection, including, but not limited to, City permit and inspection fees, shall be borne by the District. The District shall construct and install, at its sole expense, the connection from the District's sewer system to the City's Sewer Line, together with any appurtenances necessary to make such connection. At least three days prior to the District's intent to initiate service through the City's Sewer Line, the District shall notify the City, so that the City may

inspect such connection and make any required adjustments to the Sewer Line. The District shall not provide service through the Sewer Line until the City has inspected and approved the construction and installation of the facilities necessary for such connection.

C. Monthly Service Charge

1. Definitions. The "monthly service charge" described in this Agreement shall be determined by the City under the following method:

- a) First by deducting the City's costs for billing, METRO's fees and the Engineering Department's costs for design and review from the City's multi-family rate, as established by Bothell Municipal Code Section 13.02.210. The City's multi-family rate is based on a "residential customer equivalent," as defined by the applicable METRO rules and regulations, as the same currently exist or which may be amended in the future. At the time of the execution of this Agreement, the applicable METRO "residential customer equivalent" is measured at seven hundred and fifty (750) cubic feet of water used per month.
- b) The above rate shall then be multiplied by eighty per cent (80%) to determine a monthly

multi-family unit cost based on an average consumption of six hundred (600) cubic feet.

- c) This monthly multi-family unit cost (or monthly service charge) will be multiplied by the number of multi-family units receiving service within the Service Area.

2. Recalculation of Monthly Service Charge. The

monthly service charge shall be re-calculated annually by the City. Subsequent billings shall be revised to reflect the new monthly service charge. The monthly service charge shall be imposed on the District for each multi-family unit connected to the Sewer Line, which is located in the Service Area.

3. Reporting to the City. The District agrees to report to the City the number of multi-family units receiving sewer service within the Service Area if any changes occur from the number receiving service on the annual anniversary date of this Agreement from the prior year.

4. Billing and Payment. The monthly service charge described in this Section shall be billed by the City to the District once per month. Invoices sent to the District shall be due and payable to the City within thirty (30) days of the date of such billing; thereafter, any unpaid balance shall be

delinquent and subject to a penalty of one percent (1%) per month of the amount of the overdue balance until paid.

- D. Monitoring and Metering Flow Rates. The City may monitor the flow rate by metering and recording flows at the connection point for the purpose of determining the sulfide level or other substances in the flow that would cause damage or deterioration to the City's Sewer Line or sewer system. The District shall not discharge a flow into the City's sewer system containing a sulfide level greater than 0.5 - 1.0 mg/L.

Section 2. Effective Date and Term. The services and obligations set forth in Section 1 hereinabove shall be performed from and after the date of the execution of this Agreement for a term of five years, and shall be automatically renewed every five years thereafter, unless terminated as set forth in this Agreement. Nothing contained in this section shall preclude the City's annual re-calculation of the monthly service charge as set forth in Section 1.

Section 3. Operation and Maintenance. Operation and maintenance of the Sewer Line within the City shall be the responsibility of the City. The District shall have the responsibility to operate and maintain its sewer facilities, the connection and any other appurtenances constructed by the District pursuant to Section 1.

In the event that the District either (a) discharges any substance into the City's sewer system or (b) commits any act or omission, which is the proximate cause of any damage or premature deterioration of the City's Sewer Line or sewer system, the District shall be liable for the full costs of any inspection, repair and/or replacement of the affected City Sewer Line or sewer facilities. \*

Section 4. Indemnification.

A. District indemnification of City. The District hereby releases, covenants not to bring suit and agrees to indemnify, defend and hold harmless the City, its officers, officials, employees, agents and representatives from any and all claims, costs, judgments, awards or liability to any person, including claims by the District's own employees to which the District might otherwise be immune under Title 51 RCW, arising from injury or death of any person or damage to property of which the negligent acts or omissions of the District, its agents, servants, officers or employees in performing this Agreement are the proximate cause. This covenant of indemnification shall include, but not be limited by this reference to, claims against the City arising as a result of the negligent acts or omissions of the District, its officers, officials, agents or representatives, in the performance of work or services permitted under this Agreement. Inspection or acceptance



by the City of any work performed by the District at the time of completion shall not be grounds for avoidance of any of these covenants of indemnification. Said indemnification obligations shall extend to claims which are not reduced to a suit and any claims which may be compromised prior to the culmination of any litigation or the institution of any litigation.

In the event that the District refuses the tender of defense in any suit or claim, said tender having been made pursuant to the indemnification clauses contained herein, and said refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter) to have been a wrongful refusal on the part of the District, then the District shall pay all of the City's costs for defense of the action, including all reasonable expert witness fees and reasonable attorneys' fees and costs of the City, including reasonable attorneys' fees of recovering under this indemnification clause.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of the District and the City, its officers, officials, employees, agents

or representatives, the District's liability hereunder shall only be to the extent of the District's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the District's waiver of immunity under Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

B. **City's Indemnification of District.** The City hereby releases, covenants not to bring suit and agrees to indemnify, defend and hold harmless the District, its officers, officials, employees, agents and representatives from any and all claims, costs, judgments, awards or liability to any person, including claims by the City's own employees to which the City might otherwise be immune under Title 51 RCW, arising from injury or death to any person or damage to property of which the negligent acts or omissions of the City, its agents, servants, officers or employees in performing this Agreement are the proximate cause. This covenant of indemnification shall include, but not be limited by this reference to, claims against the District arising as a result of the negligent acts or omissions of the City, its officers, officials, agents or representatives, in the performance of work or services permitted under this Agreement. Said indemnification obligations shall extend to claims which are not reduced to a suit and any claims

which may be compromised prior to the culmination of any litigation or the institution of any litigation.

In the event that the City refuses the tender of defense in any suit or claim, said tender having been made pursuant to the indemnification clauses contained herein, and said refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter) to have been a wrongful refusal on the part of the City, then the City shall pay all of the District's costs for defense of the action, including all reasonable expert witness fees and reasonable attorneys' fees and costs of the District, including reasonable attorneys' fees of recovering under this indemnification clause.

It is further specifically and expressly understood that the indemnification provided herein constitutes the City's waiver of immunity under Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

Section 5. Insurance. The District shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the exercise of the rights, privileges and authority granted hereunder to the District, its officers, officials, employees, agents and representatives. The District's insurance shall be commercial general liability insurance written on an occurrence basis with limits no less than

\$1,000,000.00 combined single limit per occurrence and \$1,000,000.00 aggregate for personal injury, bodily injury and property damage. Any deductibles or self-insured retentions must be declared to and approved by the City. Payment of deductible or self-insured retention shall be the sole responsibility of the District.

The insurance obtained by the District shall name the City, its officers, officials, employees and agents as insureds with regard to activities performed by or on behalf of the District. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents or representatives. In addition, the insurance policy shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. The District's insurance shall be primary insurance as respects the City, its officers, officials, employees, agents or representatives. Any insurance maintained by the City shall be in excess of the District's insurance and shall not contribute with it. The District agrees to require that the City be named as an insured on the insurance policy of any contractor performing a District public works contract in the Service Area, and the City agrees to require that the District is a named insured on the insurance policy of any City contractor performing a public works contract in the Service Area.

The insurance policy or policies required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage, or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. Any failure to comply with the reporting provisions of the policy(ies) shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

Section 6. Modification. The City and District hereby reserve the right to alter, amend or modify the terms and conditions of this Agreement upon written agreement, executed by both parties.

Section 7. Termination, Breach.

- A. If the District violates or fails to comply with any of the terms of the provisions of this Agreement, or through negligence fails to heed or comply with any notice given the District under the provisions of this Agreement, the City shall give notice to the District of its intent to terminate this Agreement within thirty (30) days. The District shall immediately respond to the City's notice, by stating the reason for the breach, describing all steps being taken by the District to cure the breach, and the date proposed by the District for compliance. If the City finds that the District's explanation, attempts to cure and proposed date for compliance with the terms of this Agreement are reasonable under the circumstances,



the City may allow the District a reasonable time to cure the breach. Otherwise, the City may, without prejudice to any other right or remedy and after giving the District thirty (30) days written notice of termination, terminate this Agreement. In the event that the City terminates this Agreement under this subsection A, the City may either require the District to remove its connection from the Sewer Line within a certain period of time at the District's cost, or the City may take action to remove the connection at the District's cost.

- B. Either party may otherwise terminate this Agreement for any reason by providing two (2) year advance written notice to the other party. The District shall, within two (2) years of the written notice of such termination, remove its connection from the Sewer Line at the District's cost.

Section 8. Assignment. The District shall not agree to an assumption of the Service Area by another municipality without the consent of the City. An assumption which occurs by operation of law without the consent of the District is not an assignment for purposes of this agreement. The District shall notify the City within ten (10) days of receipt of notification of a proposed assumption of the Service Area.

Section 9. Successors and Assigns. All of the provisions, conditions, regulations and requirements contained in this

Agreement shall be binding upon the successors and assigns of the District, as if they were specifically mentioned herein.

Section 10. Governing Law, Jurisdiction of Disputes. This Agreement shall be construed in accordance with the laws of the State of Washington, and jurisdiction of any resulting dispute shall be in King County Superior Court, King County Washington. The prevailing party in any legal action shall be entitled to all other remedies provided herein, and to all its costs and expenses, including attorney's fees, expert witness fees or other witness fees, and any such fees and expenses incurred on appeal.

Section 11. Notices. Any notice or other communication hereunder shall be given to the parties at the addresses stated herein, and shall be in writing.


Section 12. Severability. Any invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any other of its provisions.

Section 13. Waiver. No term or provisions herein shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented.

Section 14. Entire Agreement. This Agreement, including its Exhibits and all documents referenced herein, constitutes the entire agreement between the District and the City and supersedes all proposals, oral and written, between the parties on the subject.

IN WITNESS WHEREOF, the Parties have executed this Agreement  
on the day and year above written.

By: [Signature]  
Its: Act. City Mgr.  
APPROVED AS TO FORM.

  
City Attorney

John S. Lightburne  
Deputy City Clerk

By: [Signature]  
Its: 5-10-1964

Michael P. Ryan  
Water District Attorney

STATE OF WASHINGTON )  
 )  
COUNTY OF KING ) ss.


Dated: 12-28-93

NOTARY PUBLIC in and for the  
State of Washington, residing  
at: Sachinmuck  
My Commission expires: 05-15-96

STATE OF WASHINGTON )  
                                  ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Edo Bouderra is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the General Manager of the Woodinville Water District to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 12-27-93

  
NOTARY PUBLIC in and for the  
State of Washington, residing  
at: Seattle  
My Commission expires: 05-15-96





19-2

## INTERLOCAL AGREEMENT

THIS AGREEMENT is made this 9<sup>th</sup> day of September, 1997, by and between the City of Bothell, a Washington municipal corporation, (hereinafter the "City"), and the Woodinville Water District, a special purpose district formed under Chapter 57.04 of the Revised Code of Washington, (hereinafter the "District").

WHEREAS, the District and the City are the owners and operators of sewer systems in King County, Washington; and

WHEREAS, the District desires to provide sewer service to an area (the "Service Area") within the corporate boundaries of the District, as such area is depicted in Exhibit A, attached hereto and by this reference incorporated herein; and

WHEREAS, the City owns and operates a gravity sewer line, (the "Sewer Line"), as the same is depicted in Exhibit A and shown adjacent to the Service Area; and

WHEREAS, the District desires to connect to the City's Sewer Line in order to provide service to the Service Area; and

WHEREAS, the City is willing to allow the District to connect the Sewer Line to provide sewer service to the Service Area, subject to certain terms and conditions as set forth in this Agreement; and

WHEREAS, the City is willing to allow the District to connect the Sewer Line to provide sewer service to the Service Area, subject to certain terms and conditions as set forth in this Agreement; and

WHEREAS, the District and City are authorized by Chapter 39.34 RCW to enter into interlocal agreements for joint action;

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the parties agree as follows:

Section 1. Sewer Service.

- A. Area of Service. The City agrees to permit the District to connect to the Sewer Line at a point determined by the City, for the purpose of providing sewer service to the Service Area as described in Exhibit A. This Agreement shall only authorize the District to provide sewer service to the property within the Service Area, unless both parties execute a written amendment modifying this Agreement.
- B. Connection Point. The District has an established connection point to the Sewer Line for the District's sewer system (see Exhibit A). Prior to construction of any additional connections between the City and District's sewer systems, the District shall submit plans and specifications for such connection to the City for approval. All costs associated with the installation of the connection, including but not limited to, City permit and inspection fees, shall be borne by the District. The District shall construct and install, at its sole expense, the connection from the District's sewer system to the City's Sewer Line, together with any appurtenances necessary to make such connection. At least three days prior to the District's intent to initiate service through the City's Sewer Line, the District shall notify the City, so that the City may inspect such connection and make any required adjustments to the Sewer Line. The District shall not provide service through the Sewer Line until the City has inspected and approved the construction and installation of the facilities necessary for such connection.

C. Monthly Service Charge.

1. Definitions. The "monthly service charge" described in this Agreement shall be determined by the City under the following method:
  - a) For Single-Family Residences: First by deducting the City's costs for billing, METRO's fees, and the Engineering Department's costs for design and review from the City's applicable customer class rates, as established by Bothell Municipal Code Section 13.02.210. The City's rate is based on a "residential customer equivalent," as defined by the applicable METRO rules and regulations, as the same currently exist or which may be amended in the future. At the time of the execution of this Agreement, the applicable METRO "residential customer equivalent" is measured at seven hundred and fifty (750) cubic feet of water used per month.
  - b) For Multi-Family Residences: the above rate shall then be multiplied by eighty per cent (80%) to determine a monthly multi-family unit cost based on an average consumption of six hundred (600) cubic feet.
  - c) The monthly unit costs (or monthly service charge) will be multiplied by the number of customers receiving service within the Service Area.
2. Recalculation of Monthly Service Charge. The monthly service charge shall be re-calculated annually by the City. Subsequent billings shall be revised to reflect the new monthly service charge. The monthly service

charge shall be imposed on the District for each customer connected to the Sewer Line, which is located in the Service Area.

3. Reporting to the City. The District agrees to report to the City the number of customers receiving sewer service within the Service Area if any changes occur from the number receiving service on the annual anniversary date of the Agreement from the prior year.
  4. Billing and Payment. The monthly service charge described in this Section shall be billed by the City to the District once per month. Invoices sent to the District shall be due and payable to the City within thirty (30) days of the date of such billing; thereafter, any unpaid balance shall be delinquent and subject to a penalty on one percent (1%) per month of the amount of the overdue balance until paid.
- D. Monitoring and Metering Flow Rates. The City may monitor the flow rate by metering and recording flows at the connection point for the purpose of determining the sulfide level or other substances in the flow that would cause damage or deterioration to the City's Sewer Line or sewer system. The District shall not discharge a flow into the City's sewer system containing a sulfide level greater than 0.5 - 1.0 mg/L.

Section 2. Effective Date and Term. The services and obligations set forth in Section 1 hereinabove shall be performed from and after the date of the execution of this Agreement for a term of five years, and shall be automatically renewed every five years thereafter, unless terminated as set forth in this Agreement. Nothing contained in this section shall preclude the City's annual re-calculation of the monthly service charge as set forth in Section 1.

Section 3. Operation and Maintenance. Operation and maintenance of the Sewer Line within the City shall be the responsibility of the City. The District shall have the responsibility to operate and maintain its sewer facilities, the connection and any other appurtenances constructed by the District pursuant to Section 1.

In the event that the District either (a) discharges any substance into the City's sewer system or (b) commits any act or omission, which is the proximate cause of any damage or premature deterioration of the City's Sewer Line or sewer system, the District shall be liable for the full costs of any inspection, repair, and/or replacement of the affected City Sewer Line or sewer facilities.

Section 4. Indemnification.

- A. **District indemnification of City.** The District hereby releases, covenants not to bring suit and agrees to indemnify, defend and hold harmless the City, its officers, officials, employees, agents, and representatives from any and all claims, costs, judgments, awards or liability to any person, including claims by the District's own employees to which the District might otherwise be immune under Title 51 RCW, arising from injury or death of any person or damage to property of which the negligent acts or omissions of the District, its agents, servants, officers, or employees in performing this Agreement are the proximate cause. This covenant of indemnification shall include, but not be limited by this reference to, claims against the City arising as a result of the negligent acts or omissions of the District, its officers, officials, agents, or representatives, in the performance of work or services permitted under this Agreement. Inspection or acceptance by the City of any work performed by the District at the time of completion shall not be



grounds for avoidance of any of these covenants of indemnification. Said indemnification obligations shall extend to claims which are not reduced to a suit and any claims which may be compromised prior to the culmination of any litigation or the institution of any litigation.

In the event that the District refuses the tender of defense in any suit or claim, said tender having been made pursuant to the indemnification clauses contained herein, and said refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter) to have been a wrongful refusal on the part of the District, then the District shall pay all of the City's costs for defense of the action, including all reasonable expert witness fees and reasonable attorneys' fees and costs of the City, including reasonable attorneys' fees of recovering under this indemnification clause.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of the District and the City, its officials, employees, agents, or representatives, the District's liability hereunder shall only be to the extent of the District's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the District's waiver of immunity under Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

B. **City's Indemnification of District.** The City hereby releases, covenants not to bring suit and agrees to indemnify, defend, and hold harmless the District, its officers, officials, employees, agents, and representatives from any and all claims, costs, judgments, awards, or liability to any person, including claims by the City's own employees to which the City might otherwise be immune under Title 51 RCW, arising from injury or death to any person or damage to property of which the negligent acts or omissions of the City, its agents, servants, officers, or employees in performing this Agreement are the proximate cause. This covenant of indemnification shall include, but not be limited by this reference to, claims against the District arising as a result of the negligent acts or omissions of the City, its officers, officials, agents, or representatives, in the performance of work or services permitted under this Agreement. Said indemnification obligations shall extend to claims which are not reduced to a suit and any claims which may be compromised prior to the culmination of any litigation or the institution of any litigation.

In the event that the City refuses the tender of defense in any suit or claim, said tender having been made pursuant to the indemnification clauses contained herein, and said refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter) to have been a wrongful refusal on the part of the City, then the City shall pay all of the District's costs for defense of the action, including all reasonable expert witness fees and reasonable attorneys' fees and costs of the District, including reasonable attorneys' fees of recovering under this indemnification clause.

It is further specifically and expressly understood that the indemnification provided herein constitutes the City's waiver of immunity under Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

Section 5. Insurance. This District shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the exercise of the rights, privileges, and authority granted hereunder to the District, its officers, officials, employees, agents, and representatives. The District's insurance shall be commercial general liability insurance written on an occurrence basis with limits no less than \$1,000,000.00 combined single limit per occurrence and \$1,000,000.00 aggregate for personal injury, bodily injury, and property damage. Any deductibles or self-insured retentions must be declared to and approved by the City. Payment of deductible or self-insured retention shall be the sole responsibility of the District.

The insurance obtained by the District shall name the City, its officers, officials, employees, and agents as insureds with regard to activities performed by or on behalf of the District. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents, or representatives. In addition, the insurance policy shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. The District's insurance shall be primary insurance as respects the City, its officers, officials, employees, agents, or representatives. Any insurance maintained by the City shall be in excess of the District's insurance and shall not contribute with it. The District agrees to require that the City be named as an insured on the insurance policy of any contractor performing a District

public works contract in the Service Area, and the City agrees to require that the District is named insured on the insurance policy of any City contractor performing a public works contract in the Service Area.

The insurance policy or policies required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage, or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. Any failure to comply with the reporting provisions of the policy(ies) shall not affect coverage provided to the City, its officers, officials, employees, or volunteers.

Section 6. Modification. The City and District hereby reserve the right to alter, amend, or modify the terms and conditions of this Agreement upon written agreement, executed by both parties.

Section 7. Termination, Breach.

- A. If the District violates or fails to comply with any of the terms of the provisions of this Agreement, or through negligence fails to heed or comply with any notice given the District under the provisions of this Agreement, the City shall give notice to the District of its intent to terminate this Agreement within thirty (30) days. The District shall immediately respond to the City's notice, by stating the reason for the breach, describing all steps being taken by the District to cure the breach, and the date proposed by the District for compliance. If the City finds that the District's explanation, attempts to cure, and proposed date for compliance with the terms of this Agreement are reasonable under the circumstances, the City may allow the District a reasonable time to cure the breach. Otherwise, the City may, without prejudice to any other right or remedy and after giving the District thirty

(30) days written notice of termination, terminate this Agreement. In the event that the City terminates this Agreement under this subsection A, the City may either require the District to remove its connection from the Sewer Line within a certain period of time at the District's cost, or the City may take action to remove the connection at the District's cost.

- B. Either party may otherwise terminate this Agreement for any reason by providing two (2) year advance written notice to the other party. The District shall, within two (2) years of the written notice of such termination, remove its connection from the Sewer Line at the District's cost.

Section 8. Assignment. The District shall not agree to an assumption of the Service Area by another municipality without the consent of the City. An assumption which occurs by operation of law without the consent of the District is not an assignment for purposes of this agreement. The District shall notify the City within ten (10) days of receipt of notification of a proposed assumption of the Service Area.

Section 9. Successors and Assigns. All of the provisions, conditions, regulations, and requirements contained in this Agreement shall be binding upon the successors and assigns of the District, as if they were specifically mentioned herein.

Section 10. Governing Law, Jurisdiction of Disputes. This Agreement shall be construed in accordance with the laws of the State of Washington, and jurisdiction of any resulting dispute shall be in King County Superior Court, King County Washington. The prevailing party in any legal action shall be entitled to all other remedies provided herein, and to all its costs and expenses, including attorneys' fees, expert witness fees or other witness fees, and any such fees and expenses incurred on appeal.



Section 11. Notices. Any notice or other communication hereunder shall be given to the parties at the addresses stated herein, and shall be in writing.

Section 12. Severability. Any invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any other of its provisions.

Section 13. Waiver. No term or provisions herein shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented.

Section 14. Entire Agreement. This Agreement, including its Exhibits and all documents referenced herein, constitutes the entire agreement between the District and the City and supersedes all proposals, oral and written, between the parties on the subject.

Section 15. Filing. Copies of this Agreement shall be filed with the Bothell City Clerk, the King County Department of Records and Elections, and the Secretary of the State of Washington, prior to its entry into force.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year above written.

CITY OF BOTHELL

By: [Signature]  
Its: City Manager

APPROVED AS TO FORM:

[Signature]  
City Attorney

WOODINVILLE WATER DISTRICT

By: [Signature]  
Its: acting GM

APPROVED AS TO FORM:

[Signature]  
Water District Attorney

## ATTEST/AUTHENTICATED:

Jean Lightbourne  
City Clerk

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know of have satisfactory evidence that Richard Kirkwood is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the City Manager of the City of Bothell to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: September 9, 1997



Lori Kay Lord  
NOTARY PUBLIC in and for the  
State of Washington, residing at:  
Smohomish  
My Commission expires: 05-15-00

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know of have satisfactory evidence that Greg Rubstello is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the City Attorney of the City of Bothell to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: September 9, 1997



Lori Kay Lord  
NOTARY PUBLIC in and for the  
State of Washington, residing at:  
Smohomish  
My Commission expires: 05-15-00

- NOTES
1. SUB-BASIN 9-8 IS LOW LYING WETLAND NOT LIKELY TO BE DEVELOPED.
  2. RCE = 1 DRAINAGE UNIT WITH AN ALLOWANCE OF 300 GPD
  3. SUB-BASIN 9-5 CONSISTS OF 5 EXISTING LOTS WHICH CANNOT PRACTICALLY BE SERVED BY GRAVITY
  4. PEAK FLOW = 84 CFS/Acre

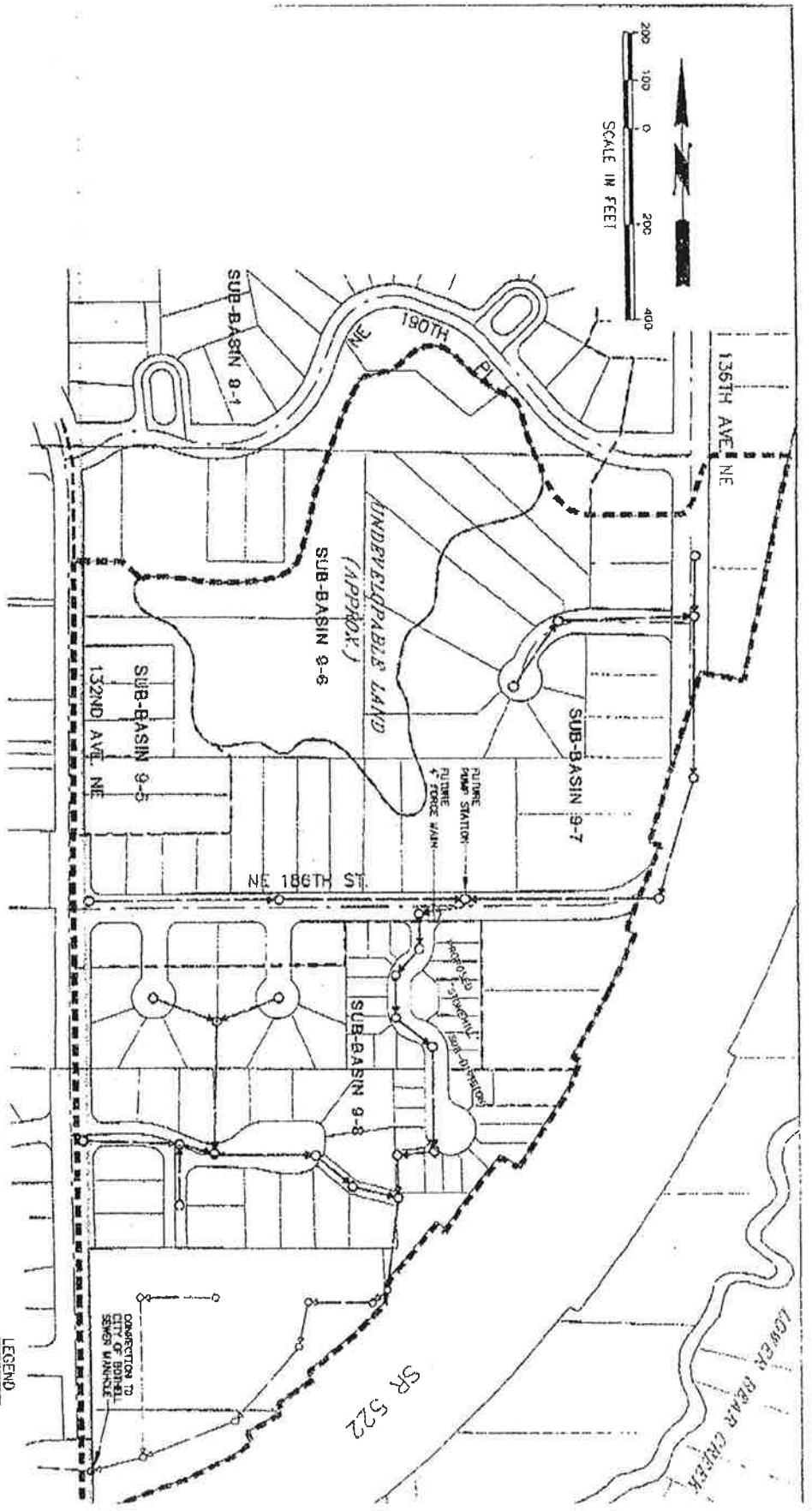
SUB-BASIN	AREA (ACRES)	CURRENT CONNECTIONS (FEET/S)	PROPOSED CONNECTIONS (FEET/S)	EXISTING R/W & SITE (FEET/S)	FUTURE PROPERTY SUBDIVISIONS (FEET/S)	ESTIMATED TOTAL FUTURE (FEET/S)	ESTIMATED EXISTING PEAK FLOW (GPM)	ESTIMATED ULTIMATE PEAK FLOW (GPM)
9-5	3.2 AC	0	0	5	0	5	0	4
9-6	8.1 AC	0	0	0	0	0	0	0
9-7	18.3 AC	0	0	31	40	71	0	60
9-8	18.2 AC	41	35	29	4	109	35	92
TOTAL	48.7 AC	41	35	65	44	185	35	156

EXHIBIT A

SEWER BASIN 9 SOUTH

DATE: 6-19-

CHS ENGINEERS



B-3

**INTERLOCAL AGREEMENT BETWEEN WOODINVILLE WATER DISTRICT AND  
THE CITY OF BOTHELL FOR BOTHELL SANITARY SEWER SERVICE IN  
WOODINVILLE WATER DISTRICT SERVICE AREA**

This Agreement is made and entered into between the City of Bothell, a municipal corporation in the state of Washington, hereinafter referred to as "Bothell," and the Woodinville Water District, a municipal corporation in the state of Washington, hereinafter referred to as "District."

**WITNESSETH:**

WHEREAS, both Bothell and the District are authorized by state law to enter into cooperative agreements; and

WHEREAS, both Bothell and the District are authorized by state law to provide sanitary sewer service; and

WHEREAS, the area described and designated on Exhibit "A" (attached hereto and by this reference incorporated herein) is in the service area of the District and in the City of Woodinville; and

WHEREAS, said area is not presently serviced through District infrastructure; and

WHEREAS, Bothell plans to provide service capacity to its adjoining service area by a sanitary sewer main-line installation in the public right-of-way on 132nd Avenue N.E. as shown on Exhibit A, and such line has the capacity and availability to provide service to that portion of the District service area described and designated on Exhibit A; and

WHEREAS, both parties are desirous, where possible and convenient, to mutually assist one another,

NOW, THEREFORE, the parties agree as follows:

**SECTION 1. PURPOSE**

The purpose of this Agreement is to provide sanitary sewer service in a reasonable manner to the District service area depicted on Exhibit A in addition to the adjoining area within the Bothell service area by the installation of a sanitary sewer main-line by Bothell in the public right-of-way on 132nd Avenue N.E.

GRP/PR#

5872

S.F.



PROJ

NAME: Goldell/Bellin

FILE:

8-1-APP

## SECTION 2. SEWER SERVICE/RATES AND CHARGES

The District agrees that Bothell may provide sanitary sewer service to properties within the Woodinville Water District service area and within the City of Woodinville depicted and described on Exhibit A according to the provisions for sanitary sewer service, including applicable rates and charges for sewer service outside the city limits provided for in the Bothell Municipal Code.

## SECTION 3. WAIVER OF ANNEXATION AGREEMENT

Bothell agrees to waive its normal requirement for utility service outside the city limits requiring that the property owners applying to receive service sign an annexation agreement (City Council Resolution No. 635).

## SECTION 4. USE OF EASEMENT

The District agrees that Bothell may construct, maintain and operate a sanitary sewer main-line within the District's easement through the City of Woodinville's right-of-way as depicted and designated on Exhibit A. All costs of installation and maintenance shall be solely the responsibility of Bothell.

## SECTION 5. BOTHELL CODES

The District agrees that Bothell shall regulate connection, permits, rates, billing, and other sewer service matters regulated in Bothell Municipal Code Chapter 18.03, its successor, and as said chapter may be amended from time to time, with respect to all properties within the service area depicted on Exhibit A that apply to Bothell for sewer service from the sanitary sewer main line installed by Bothell pursuant to this Agreement. Bothell shall be entitled to exercise without limitation herein its full regulatory powers and legal rights with respect to sewer service to properties within said service area connecting to the sewer main extension authorized by this Agreement.

## SECTION 6. ASSIGNMENT

Neither party shall have the right to assign this Agreement or its rights or obligations hereunder, in whole or in part, to any entity without the prior written consent of the other party, and neither party shall have the right to terminate its obligations hereunder by dissolution or otherwise.



## SECTION 7. HOLD HARMLESS/INDEMNIFICATION

Bothell agrees to indemnify, defend and hold the District, its employees, agents and elected and appointed officials harmless from any and all claims which may be made against them arising out of the performance of the activities described in this agreement, to the extent of the negligence of Bothell, its employees, and elected and/or appointed officials.

The District agrees to indemnify, defend and hold Bothell, its employees, agents and elected and appointed officials harmless from and all claims which may be made against them arising out of the performance of the activities described in this agreement, to the extent of the negligence of the District, its employees and elected and/or appointed officials.

## SECTION 8. EFFECTIVE DATE/TERMINATION

This Interlocal Agreement shall become effective upon authorized signature by both parties and shall remain in effect in perpetuity or until amended or terminated by mutual agreement of the parties.

DATED this 5 day of October, 1998.

CITY OF BOTHELL

BY: Michael Caldwell  
CITY MANAGER

ATTEST/AUTHENTICATED:

Joanne Trudel  
CITY CLERK, JOANNE TRUDEL

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY

BY: Greg A. Rubstello  
GREG A. RUBSTELLO

WOODINVILLE WATER DISTRICT

BY: Steve [Signature]  
CHAIRMAN, BOARD OF COMMISSIONERS  
PRESIDENT

007-07-2003 14:20  
08/11/1988 17:13

CIT. OF BOTHELL

42543-040

4254862425 P 05107

WOODINVILLE WTR

PAGE 05

ATTEST/AUTHENTICATED

CLERK

APPROVED AS TO FORM:  
WATER DISTRICT ATTORNEY

BY:

*Walter P. Rank*

(SAR) (M250) (A) (B) (C) (D) (E) (F) (G) (H) (I) (J) (K) (L) (M) (N) (O) (P) (Q) (R) (S) (T) (U) (V) (W) (X) (Y) (Z) (AA) (AB) (AC) (AD) (AE) (AF) (AG) (AH) (AI) (AJ) (AK) (AL) (AM) (AN) (AO) (AP) (AQ) (AR) (AS) (AT) (AU) (AV) (AW) (AX) (AY) (AZ) (BA) (BB) (BC) (BD) (BE) (BF) (BG) (BH) (BI) (BJ) (BK) (BL) (BM) (BN) (BO) (BP) (BQ) (BR) (BS) (BT) (BU) (BV) (BW) (BX) (BY) (BZ) (CA) (CB) (CC) (CD) (CE) (CF) (CG) (CH) (CI) (CJ) (CK) (CL) (CM) (CN) (CO) (CP) (CQ) (CR) (CS) (CT) (CU) (CV) (CW) (CX) (CY) (CZ) (DA) (DB) (DC) (DD) (DE) (DF) (DG) (DH) (DI) (DJ) (DK) (DL) (DM) (DN) (DO) (DP) (DQ) (DR) (DS) (DT) (DU) (DV) (DW) (DX) (DY) (DZ) (EA) (EB) (EC) (ED) (EE) (EF) (EG) (EH) (EI) (EJ) (EK) (EL) (EM) (EN) (EO) (EP) (EQ) (ER) (ES) (ET) (EU) (EV) (EW) (EX) (EY) (EZ) (FA) (FB) (FC) (FD) (FE) (FF) (FG) (FH) (FI) (FJ) (FK) (FL) (FM) (FN) (FO) (FP) (FQ) (FR) (FS) (FT) (FU) (FV) (FW) (FX) (FY) (FZ) (GA) (GB) (GC) (GD) (GE) (GF) (GG) (GH) (GI) (GJ) (GK) (GL) (GM) (GN) (GO) (GP) (GQ) (GR) (GS) (GT) (GU) (GV) (GW) (GX) (GY) (GZ) (HA) (HB) (HC) (HD) (HE) (HF) (HG) (HH) (HI) (HJ) (HK) (HL) (HM) (HN) (HO) (HP) (HQ) (HR) (HS) (HT) (HU) (HV) (HW) (HX) (HY) (HZ) (IA) (IB) (IC) (ID) (IE) (IF) (IG) (IH) (II) (IJ) (IK) (IL) (IM) (IN) (IO) (IP) (IQ) (IR) (IS) (IT) (IU) (IV) (IW) (IX) (IY) (IZ) (JA) (JB) (JC) (JD) (JE) (JF) (JG) (JH) (JI) (JJ) (JK) (JL) (JM) (JN) (JO) (JP) (JQ) (JR) (JS) (JT) (JU) (JV) (JW) (JX) (JY) (JZ) (KA) (KB) (KC) (KD) (KE) (KF) (KG) (KH) (KI) (KJ) (KK) (KL) (KM) (KN) (KO) (KP) (KQ) (KR) (KS) (KT) (KU) (KV) (KW) (KX) (KY) (KZ) (LA) (LB) (LC) (LD) (LE) (LF) (LG) (LH) (LI) (LJ) (LK) (LL) (LM) (LN) (LO) (LP) (LQ) (LR) (LS) (LT) (LU) (LV) (LW) (LX) (LY) (LZ) (MA) (MB) (MC) (MD) (ME) (MF) (MG) (MH) (MI) (MJ) (MK) (ML) (MM) (MN) (MO) (MP) (MQ) (MR) (MS) (MT) (MU) (MV) (MW) (MX) (MY) (MZ) (NA) (NB) (NC) (ND) (NE) (NF) (NG) (NH) (NI) (NJ) (NK) (NL) (NM) (NN) (NO) (NP) (NQ) (NR) (NS) (NT) (NU) (NV) (NW) (NX) (NY) (NZ) (OA) (OB) (OC) (OD) (OE) (OF) (OG) (OH) (OI) (OJ) (OK) (OL) (OM) (ON) (OO) (OP) (OQ) (OR) (OS) (OT) (OU) (OV) (OW) (OX) (OY) (OZ) (PA) (PB) (PC) (PD) (PE) (PF) (PG) (PH) (PI) (PJ) (PK) (PL) (PM) (PN) (PO) (PP) (PQ) (PR) (PS) (PT) (PU) (PV) (PW) (PX) (PY) (PZ) (QA) (QB) (QC) (QD) (QE) (QF) (QG) (QH) (QI) (QJ) (QK) (QL) (QM) (QN) (QO) (QP) (QQ) (QR) (QS) (QT) (QU) (QV) (QW) (QX) (QY) (QZ) (RA) (RB) (RC) (RD) (RE) (RF) (RG) (RH) (RI) (RJ) (RK) (RL) (RM) (RN) (RO) (RP) (RQ) (RR) (RS) (RT) (RU) (RV) (RW) (RX) (RY) (RZ) (SA) (SB) (SC) (SD) (SE) (SF) (SG) (SH) (SI) (SJ) (SK) (SL) (SM) (SN) (SO) (SP) (SQ) (SR) (SS) (ST) (SU) (SV) (SW) (SX) (SY) (SZ) (TA) (TB) (TC) (TD) (TE) (TF) (TG) (TH) (TI) (TJ) (TK) (TL) (TM) (TN) (TO) (TP) (TQ) (TR) (TS) (TT) (TU) (TV) (TW) (TX) (TY) (TZ) (UA) (UB) (UC) (UD) (UE) (UF) (UG) (UH) (UI) (UJ) (UK) (UL) (UM) (UN) (UO) (UP) (UQ) (UR) (US) (UT) (UU) (UV) (UW) (UX) (UY) (UZ) (VA) (VB) (VC) (VD) (VE) (VF) (VG) (VH) (VI) (VJ) (VK) (VL) (VM) (VN) (VO) (VP) (VQ) (VR) (VS) (VT) (VU) (VV) (VW) (VX) (VY) (VZ) (WA) (WB) (WC) (WD) (WE) (WF) (WG) (WH) (WI) (WJ) (WK) (WL) (WM) (WN) (WO) (WP) (WQ) (WR) (WS) (WT) (WU) (WV) (WW) (WX) (WY) (WZ) (XA) (XB) (XC) (XD) (XE) (XF) (XG) (XH) (XI) (XJ) (XK) (XL) (XM) (XN) (XO) (XP) (XQ) (XR) (XS) (XT) (XU) (XV) (XW) (XX) (XY) (XZ) (YA) (YB) (YC) (YD) (YE) (YF) (YG) (YH) (YI) (YJ) (YK) (YL) (YM) (YN) (YO) (YP) (YQ) (YR) (YS) (YT) (YU) (YV) (YW) (YX) (YZ) (ZA) (ZB) (ZC) (ZD) (ZE) (ZF) (ZG) (ZH) (ZI) (ZJ) (ZK) (ZL) (ZM) (ZN) (ZO) (ZP) (ZQ) (ZR) (ZS) (ZT) (ZU) (ZV) (ZW) (ZX) (ZY) (ZZ)

*Bothell / WWD Internal*

ATTEST/AUTHENTICATED

*LeAnne Maubel*

~~CLERK~~ EXECUTIVE ASSISTANT

APPROVED AS TO FORM:  
WATER DISTRICT ATTORNEY

BY: \_\_\_\_\_

CAR194250.1.AGR/P0004.906500/B0004.

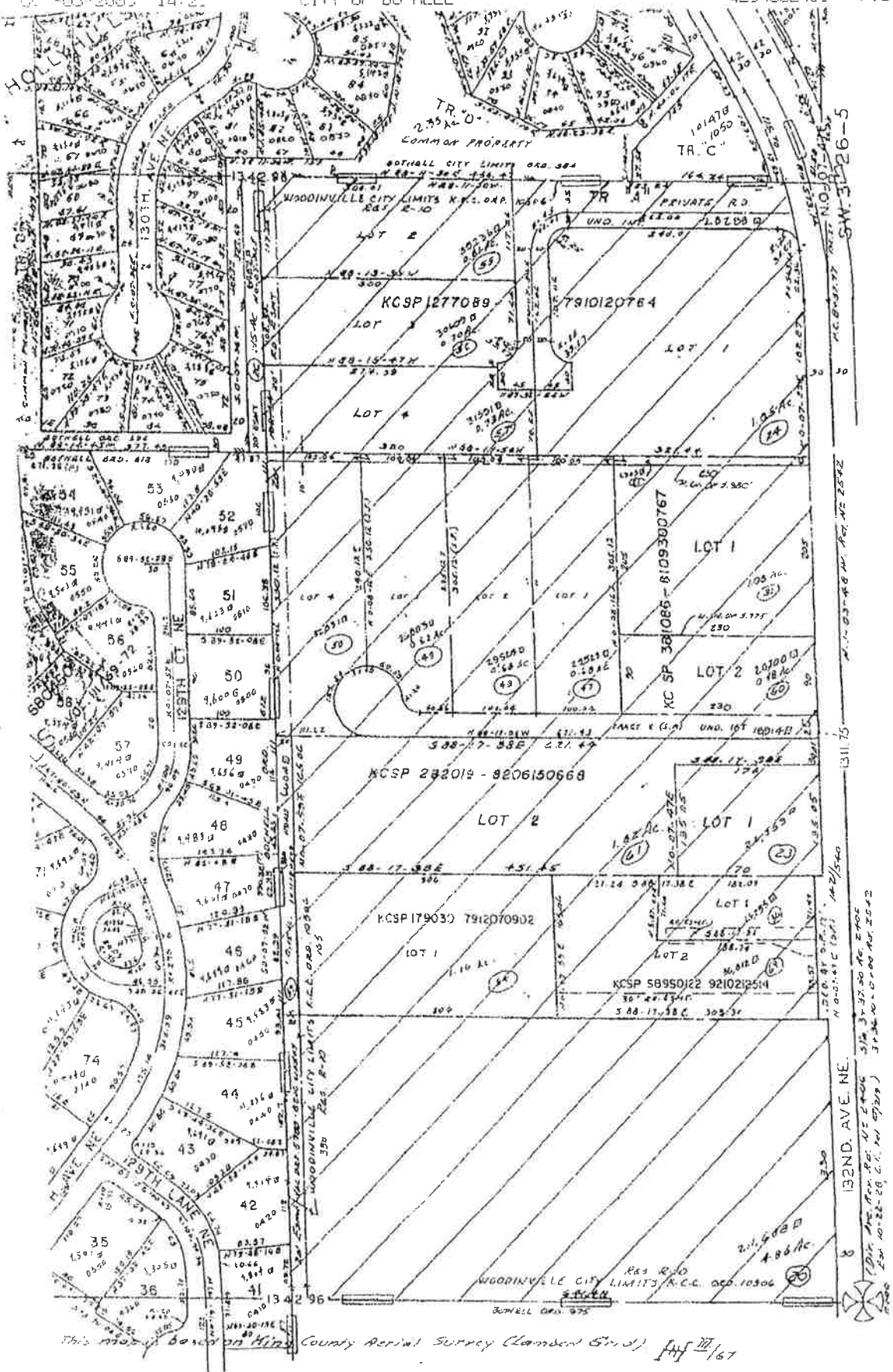


EXHIBIT 17A-23

TOTAL 2.07

Pending  
Recording B-4

#### AGREEMENT FOR INTERIM SEWER SERVICE

This agreement is made this 10<sup>TH</sup> day of SEPTEMBER, 2001, between the Woodinville Water District, a municipal corporation in King County, Washington ("District") and the City of Bothell, a municipal corporation in King County and Snohomish County, Washington ("City"); and Ahmet Ozegovic ("Owner/Developer").

Whereas, City is authorized to provide sewer service to customers located within its sewer service area, and District is authorized to provide sewer service to customers within its boundaries; and

Whereas, property is located within City's boundaries and its sewer service area known as OZEGOVIC SHORT PLAT and legally described on Exhibit "A", which is attached hereto and incorporated by reference herein (the Property) is being developed for residential use; and

Whereas, development of the property will require extension of the public sewer service system; and

Whereas, City cannot provide sewer service to Property by extension of its sewer service system; however

Whereas, District's public sewer system is in proximity to the Property and District can provide interim sewer service to the Property; now therefore,

City agrees that District can provide and District agrees to provide interim sewer service to the Property under the following terms and conditions;

1. District's public sewer system shall be extended to the Property by the Owners/Developers of the Property pursuant to District's developer extension process incorporating the more stringent of the District's and City's standards and specifications.
2. As a condition of service and prior to connection to District's public sewer system, the Owners/Developers of Property shall pay to District all fees and charges District imposes as conditions of connection to its system. At such time in the future the Property is connected to the City's sewer system the Owner/Developer of its successors in interest shall pay the City its then current facility system development connection fee(s) required for new service connections.
3. District shall provide sewer service to the Property on the same terms and conditions as it provides service to similar property within District's boundaries and according to District's resolutions, rules and regulations.
4. City shall cooperate fully with District in all efforts to collect sewer service charges for sewer service provided to the Property, including joinder in lien foreclosure proceedings, if necessary; provided District shall bear all cost of collection, and shall reimburse City for any costs incurred by City in assisting District in collection.
5. Whenever City does provide permanent sewer service to the Property and upon thirty (30) days notice from City to District, the Property shall be disconnected from District's system and connected to City's sewer system, and title to the sewer system shall be transferred to City at City's expense; thereafter the sewer system shall be maintained and operated by City as part of its public system.
6. "Interim" as used herein means until the City gives the notice to the District as provided for in Section 5 above.
7. "Sewer" system as used herein means the extension of the District's public sewer system constructed by the Developer per Section 1 above.



8. The District shall file this agreement with the King County Auditor's Office.
9. The terms and conditions of this Agreement shall be covenants running with the land which is the subject of this Agreement and shall be binding on the party's successors and assigns. The parties shall record this Agreement with King County Office of Records and Elections following its execution.

WOODINVILLE WATER DISTRICT

By *Robert Bawarski*  
By \_\_\_\_\_

Robert Bawarski  
(Print name here)

OWNER/DEVELOPER

By *Armet Oregonic*  
ARMET OREGONIC

CITY OF BOTHELL

*[Signature]*

JAMES V. THOMPSON  
(Print name here)

*Approved as to  
Form and Content  
Bethel City Atty.*

I certify that I know or have satisfactory evidence that ROBERT BANDARRA, signed this instrument, on oath stated that he is authorized to execute said instrument as General Manager of WOODINVILLE WATER DISTRICT, and acknowledged said instrument as the General Manager of WOODINVILLE WATER DISTRICT to be free and voluntary act of said corporation for the uses and purposes mentioned in said instrument.



Dated: March 28, 2001

Deanna Gilbert

(Signature)

DeAnna Gilbert

(Print Name)

Notary Public in and for the State of Washington  
Commission Expires: 1-30-04

I certify that I know or have satisfactory evidence that Arnet Ozeovic, signed this instrument, on oath stated that he/she is authorized to execute said instrument as \_\_\_\_\_ for CITY OF BOTHELL and acknowledged said instrument as the \_\_\_\_\_ for CITY OF BOTHELL to be free and voluntary act of said corporation for the uses and purposes mentioned in said instrument.



Dated: 8/21/01

Julie E. Ewijk

(Signature)

Julie E. Ewijk

(Print Name)

Notary Public in and for the State of Washington  
Commission Expires: 04/04

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged is to be his/her free and voluntary act for the uses and purposes mentioned in said instrument.

Dated: \_\_\_\_\_

(Signature)

(Print Name)

Notary Public in and for the State of Washington  
Commission Expires: \_\_\_\_\_

EXHIBIT A  
LEGAL DESCRIPTION

The south 102 feet of the north 132 feet of the west 469.47 feet of the 499.47 feet of the northeast quarter of the northwest quarter of Section 16, Township 26, Range 5 East, W.M. in King County, Washington.

Together with the north 30.00 feet of the east 499.47 feet, as measured at right angles, of the north half of the north half of the northeast quarter of the northwest quarter of said Section 16;

Except the east 30.00 feet thereof for road (124<sup>th</sup> Avenue Northeast);

(Also known as parcel A of City of Bothell lot line adjustment no. SPL0017-92, recorded under King County recording number 9302231292).

## AGREEMENT FOR INTERIM SEWER SERVICE

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2001, between the Woodinville Water District, a municipal corporation in King County, Washington ("District") and the City of Bothell, a municipal corporation in King County an Snohomish County, Washington ("City"); and Critchlow Homes, Inc. ("Owner/Developer").

Whereas, City is authorized to provide sewer service to customers located within its sewer service area, and District is authorized to provide sewer service to customers within its boundaries; and

Whereas, property is located within City's boundaries and its sewer service area known as WOLFE RIDGE SHORT PLAT and legally described on Exhibit "A", which is attached hereto and incorporated by reference herein (the Property) is being developed for residential use; and

Whereas, development of the property will require extension of the public sewer service system; and

Whereas, City cannot provide sewer service to Property by extension of its sewer service system: however

Whereas, District's public sewer system is in proximity to the Property and District can provide interim sewer service to the Property; now therefore,

City agrees that District can provide and District agrees to provide interim sewer service to the Property under the following terms and conditions;

1. District's public sewer system shall be extended to the Property by the Owners/Developers of the Property pursuant to District's developer extension process incorporating the more stringent of the District's and City's standards and specifications.
2. As a condition of service and prior to connection to District's public sewer system, the Owners/Developers of Property shall pay to District all fees and charges District imposes as conditions of connection to its system. At such time in the future the Property is connected to the City's sewer system the Owner/Developer of its successors in interest shall pay the City its then current facility system development connection fee(s) required for new service connections.
3. District shall provide sewer service to the Property on the same terms and conditions as it provides service to similar property within District's boundaries and according to District's resolutions, rules and regulations.
4. City shall cooperate fully with District in all efforts to collect sewer service charges for sewer service provided to the Property, including joinder in lien foreclosure proceedings, if necessary; provided District shall bear all cost of collection, and shall reimburse City for any costs incurred by City in assisting District in collection.
5. Whenever City does provide permanent sewer service to the Property and upon thirty (30) days notice from City to District, the Property shall be disconnected from District's system and connected to City's sewer system, and title to the sewer system shall be transferred to City at City's expense; thereafter the sewer system shall be maintained and operated by City as part of its public system.
6. "Interim" as used herein means until the City gives the notice to the District as provided for in Section 5 above.

7. "Sewer" system as used herein means the extension of the District's public sewer system constructed by the Developer per Section 1 above.
8. The District shall file this agreement with the King County Auditor's Office.
9. The terms and conditions of this Agreement shall be covenants running with the land which is the subject of this Agreement and shall be binding on the party's successors and assigns. The parties shall record this Agreement with King County Office of Records and Elections following its execution.

**WOODINVILLE WATER DISTRICT**

By *[Signature]*

By *[Signature]*

*Regent BANARSA*

(Print name here)

**CITY OF BOTHELL**

\_\_\_\_\_  
(Print name here)

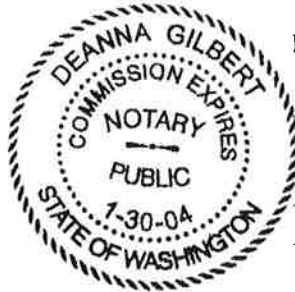
**OWNER/DEVELOPER**

By \_\_\_\_\_

\_\_\_\_\_



I certify that I know or have satisfactory evidence that ROBERT BANDARRA, signed this instrument, on oath stated that he is authorized to execute said instrument as General Manager of WOODINVILLE WATER DISTRICT, and acknowledged said instrument as the General Manager of WOODINVILLE WATER DISTRICT to be free and voluntary act of said corporation for the uses and purposes mentioned in said instrument.



Dated: October 15, 2001

Deanna Gilbert  
(Signature)

Deanna Gilbert  
(Print Name)

Notary Public in and for the State of Washington  
Commission Expires: 1-30-04

I certify that I know or have satisfactory evidence that \_\_\_\_\_, signed this instrument, on oath stated that he/she is authorized to execute said instrument as

\_\_\_\_\_ for CITY OF BOTHELL and acknowledged said instrument as the

\_\_\_\_\_ for CITY OF BOTHELL to be free and voluntary act of said corporation for the uses and purposes mentioned in said instrument.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

Notary Public in and for the State of Washington  
Commission Expires: \_\_\_\_\_

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged is to be his/her free and voluntary act for the uses and purposes mentioned in said instrument.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

Notary Public in and for the State of Washington  
Commission Expires: \_\_\_\_\_

A G R E E M E N T

RECEIVED

FEB - 1 1985

KING COUNTY WATER DIST. 104

THIS AGREEMENT, made this 19th day of January, 1970, by and between CITY OF BOTHELL, a municipal corporation of the third class in King County, Washington, and KING COUNTY WATER DISTRICT NO. 104, a municipal corporation, herein called "City and "District," respectively,

WITNESSETH:

RECITAL A: By vote of the citizens residing therein, and pursuant to RCW 57.03.065, District is empowered to provide sanitary sewer services subject to approval of its comprehensive plan for such service by applicable State authorities.

RECITAL B: Insofar as is relevant to this agreement, City and District have a common boundary along the east margin of the west half of the northwest quarter of Section 4, Township 26 North, Range 5 East of the Willamette Meridian, King County, Washington, and District's westerly boundary thence runs southerly in a straight line projection of such common boundary, all as depicted in Exhibit A attached hereto and by this reference incorporated herein.

RECITAL C: City has heretofore, and prior to the time District was authorized to provide sewer service, constructed a trunk sanitary sewer line, pumping station and appurtenant facilities to serve an area depicted on Exhibit A and known as Hollyhills Mobile Estates. As a condition to providing such service, City required the owner of the lands proposed to be so served to petition City for annexation. Such annexation has been approved by City and is presently pending before the King County Boundary Review Board, with whom District has filed objections to such annexation.

RECITAL D: In connection with construction of such trunk sewer facilities, City comprehensively planned to provide sanitary sewer services by a gravity flow system to all areas bounded on the north by the Snohomish County line, on the east by 130th Avenue N.E., 130th Place N.E., and 132nd Avenue N.E., the south by the north margin of the right-of-way for State Highway SR 522, and on the west by the present limits

of District, all as depicted on Exhibit A.

RECITAL E: In addition, City has historically served both sewer and water services to an area lying east of District's west boundary but within the limits of City, lying immediately south of the Northern Pacific Railroad right-of-way, in Section 9, Township 26 North, range 5 East, W.M., as shown on Exhibit A.

RECITAL F: It is contemplated that the City would provide sewer service to that portion of the southwest quarter of Section 9 and the north half of the northwest quarter of Section 16, both in Township 26 North, Range 5 East, W.M., as shown on Exhibit A, which is tributary by gravity flow to existing sanitary sewer lines lying within the Juanita-Woodinville Way H.E., as shown on Exhibit A.

RECITAL G: To better enable both contracting parties to comprehensively plan to serve the areas under the jurisdiction of each, to provide water and sewer service with recognition of topography and proper engineering principles, and to eliminate conflicts where political boundaries overlap, the governing bodies of the respective parties have agreed to compromise their disputes as hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual benefits to be derived herefrom, the parties mutually covenant and agree as follows:

1. PENDING ANNEXATION: District will withdraw any and all objections heretofore filed with King County Boundary Review Board and will affirmatively notify such Board in writing that it supports the pending annexation.

2. FUTURE ANNEXATIONS BY CITY: In order that District can comprehensively plan and provide water and sewer service, City agrees not to annex any portion of District, except as described in Recitals D, E and F, by the resolution method, but may annex by the petition method.

3. AREA NOW SERVED BY CITY (RECITAL E): District shall not provide either water or sewer service, nor assess for water or sewer

facilities, the area mentioned in Recital E which is within the City limits, nor sewer service in the area described in Recital F without the prior written consent of the City.

4. WATER SERVICE TO BE PROVIDED BY DISTRICT: District is presently providing water service to portions of the area described in Recital D, and City has no present plans for providing a comprehensive water system within such area and has no objection to District serving such area or any portions thereof, notwithstanding subsequent annexation of all or portions thereof to City; PROVIDED that this paragraph shall never be construed as a waiver of City's right to acquire District's water distribution facilities within any area which is subsequently annexed to City under statutory authority. District shall comply with City standards of construction for water utilities and hydrants, shall submit plans and specifications for approval prior to installation, permit inspection by City during course of construction (at the expense of City) and shall provide reproducible "as built" drawings to the City upon completion.

5. JOINT WATER SERVICE FACILITIES: The parties, recognizing that population growth within the area described in Recital D, as well as the areas immediately east and west thereof, will require substantial water transmission or storage facilities to be constructed in the future at a point of highest elevation within the area described in Recital D, do therefore agree to cooperate and coordinate their plans for such construction and the financing thereof when the same are needed, taking into account at such time the areas being served by each with water service for which such facilities will be needed, at which time the parties will enter into further agreements in writing with respect to said joint facilities.

6. SEWER SERVICE TO AREA DESCRIBED IN RECITAL D: City may, but District shall not, provide sanitary sewer service in the area described in Recital D and the area referred to in Paragraph 3.

7. SEWER SERVICE BY CONTRACT BETWEEN CITY AND DISTRICT FOR AREAS WITHIN DISTRICT:

A. City agrees to contract with District to carry sewage generated within District through City's existing facilities, limited only by the then existing capacity of such facilities unless limitations in such capacity are enlarged at the expense of District or by agreement.

B. City hereby commits to District and agrees with District to provide sewer service by use of City's 21 inch sewer main located in the vicinity of Woodinville Drive and 113th Avenue Northeast in Section 8, Township 26 North, Range 5 East, W.M., in King County, Washington, to the extent of 1,000,000 gallons per day, subject to the terms of this contract, and subject to Paragraph 9 of this agreement, agrees to continue to carry sewage for the District through said main until alternate METRO facilities are available to the District, or as the parties shall otherwise mutually agree.

C. City agrees not to contract with any person, firm or corporation, other than District, to provide sewer service to the lands lying within District, except areas described in Recitals D, E and F, except with prior written consent of the District.

8. ADDITIONAL SEWAGE TRUNK FACILITIES: In sizing trunk sewer lines to be constructed in the future within the area described in Recital D, City agrees to consult with District and its engineers so as to provide adequate interim, or, if agreed, permanent capacity to carry projected sewage flows generated within District flowing westward to City's existing or future connections to the trunks of Municipality of Metropolitan Seattle (METRO). Similarly, in the event District should desire to construct a trunk sewer line running westerly through any portion of the area described in Recital D prior to City's having done so, then District shall size the same and conform to alignment in cooperation with City and its engineers. Financing, sharing of costs of construction contemplated by this paragraph, and the proportion thereof to be borne by each party shall abide further agreement, as well as trunkage charges or service charges to be paid by one party to the other for the use of the facilities of the other.



9. TRUNKAGE CHARGES: Trunkage charges or service charges payable by one party to the other shall be reasonable and shall be related to the cost of providing such service, and shall be provided by future agreement between the parties.

10. NOTICES TO REGULATORY AUTHORITIES: Either party may file a copy of this agreement with any and all State agencies having jurisdiction over approval of comprehensive sewer plans, and City will affirmatively indicate in writing to all such agencies that it has no objection to the comprehensive sewer plan of District now pending as such plan is modified by this agreement, or to the issuance of Certificate of Necessity.

11. ASSISTANCE IN COLLECTION OF SEWER CHARGES: In areas served with water by District but served by City with sewer service, District agrees, upon written request of City, to assist City in collection of delinquent sewer service charges by one of the methods provided by statute, that is, by shutting off water service to such user until delinquent sewer service charges payable to City, with penalties provided by ordinance, have been paid. City shall defend and save harmless the District against loss, damage or claim thereto asserted by any user whose water service has been stopped in aid of collection of City's sewer service charges.

12. FRANCHISES AND PERMITS: In the event City now or hereafter requires franchises to be issued for construction of utilities within its corporate limits, City agrees to issue such franchises without fee to the District in order that District will be able to provide the utilities services contemplated by this agreement. District shall comply with the provisions of Ordinance No. 414 of City (Street Cut Ordinance). Water and sewer mains and appurtenances of the District which must be relocated to accommodate regrading or relocation of streets shall be relocated at the expense of the District.

13. DISPUTES: In the event the parties are unable to agree with respect to any matter set forth in this agreement, or with respect to those matters referred to herein which are to be

resolved by future agreement, the parties agree to meet within thirty (30) days to negotiate in good faith to resolve said dispute. The parties may by mutual agreement seek the advice and recommendations of an impartial third party whose recommendation shall be advisory only. No court proceedings shall be instituted until after such a meeting has been held unless one of the parties fails or refuses to meet and negotiate in good faith within thirty (30) days after written request by the other party for such a meeting.

14. TERM: This agreement shall be for an indefinite term and shall be binding upon the respective bodies and their duly elected and appointed successors until modified or rescinded by mutual agreement.

15. AUTHORIZATION: The terms of this agreement were approved by the respective bodies and authority given to the officers executing the same by Resolution No. 303 of the City of Bothell and Resolution No. 309 of King County Water District No. 104.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals on the date above written.

CITY OF BOTHELL

ATTEST:

James Hansen  
CITY CLERK

BY

Carlton F. Erickson  
MAYOR

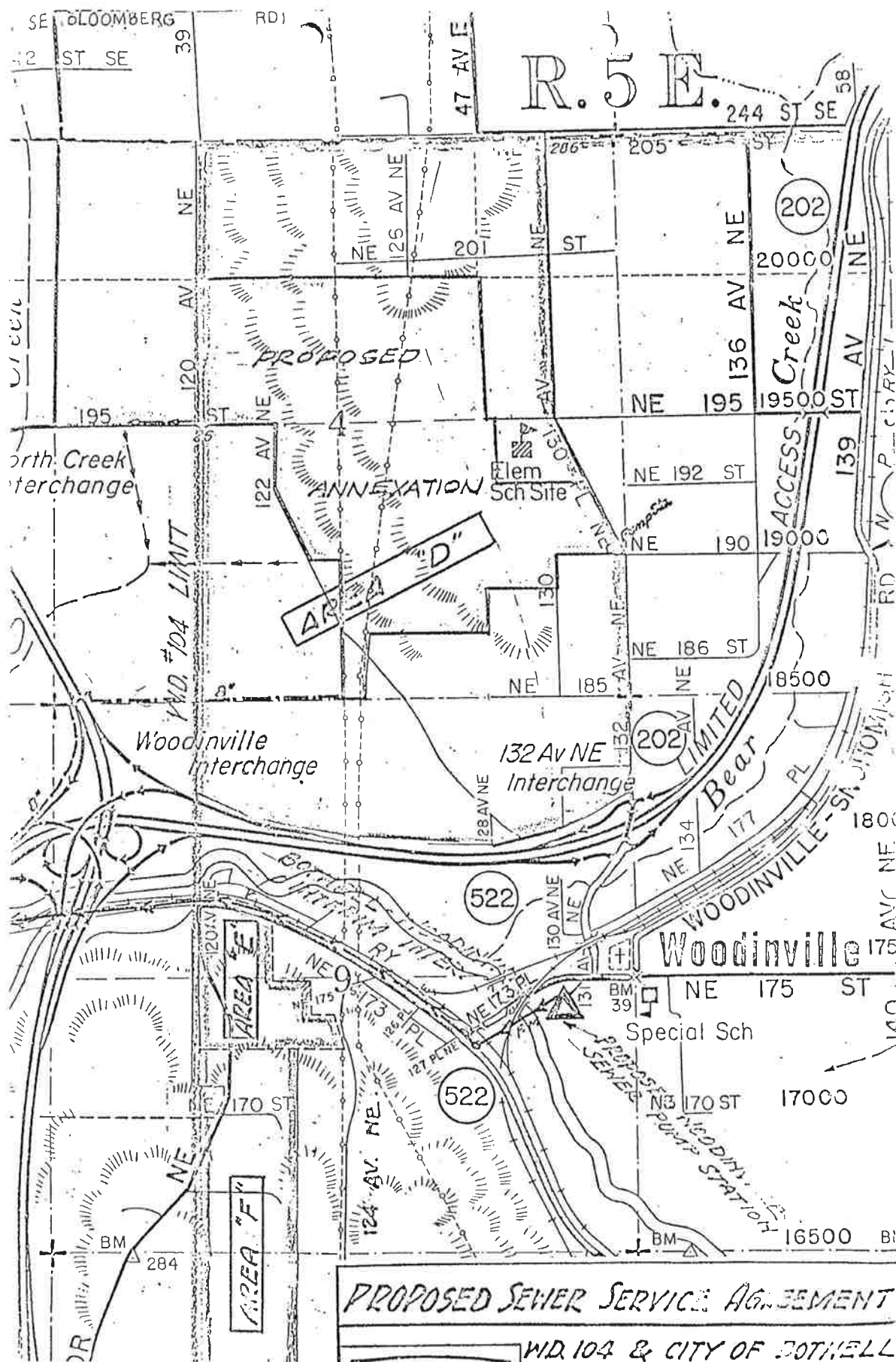
KING COUNTY WATER DISTRICT NO. 104,  
a Municipal Corporation

ATTEST:

Thomas D. Gaffney  
SECRETARY

BY

Wallace D. Gaffney  
PRESIDENT



Resolution No.: 0309 Title: Holly Hills Mobile Estates, Agreement Between City of Bothell & Water District No. 104 for Water & Sewer Service Date: 01/19/1970 Repealed By: Amended By:

WATER DISTRICT NO. 104


KING COUNTY, WASHINGTON


RESOLUTION NO. 309

A RESOLUTION of the Board of Water Commissioners of King County Water District No. 104, King County, Washington, authorizing execution of agreement between the City of Bothell and King County Water District No. 104 relating to pending and future annexations by the City of Bothell, specifying areas to be served by each contracting party with respect to water and sewer service, providing for joint use of present and future sewer facilities, and authorizing withdrawal of objections filed with the King County Boundary Review Board on petition of City of Bothell to annex certain area known as Holly Hills Mobile Estates.

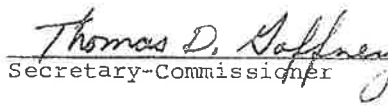
BE IT RESOLVED by the Board of Water Commissioners of Water District No. 104, King County, Washington, that the agreement between the City of Bothell and King County Water District No. 104 in the form attached hereto as an exhibit is hereby approved and the officers of King County Water District No. 104 are authorized and directed to execute the same in behalf of the District.

ADOPTED at a regular meeting of the Board of Water Commissioners of King County Water District No. 104 this 19th day of January, 1970.

  
President-Commissioner

  
Vice President-Commissioner

Attest:

  
Secretary-Commissioner

Resolution No.: 0309 Title: Holly Hills Mobile Estates, Agreement Between City of Bothell & Water District No. 104 for Water & Sewer Service Date: 01/19/1970 Repealed By: Amended By:

A G R E E M E N T

THIS AGREEMENT, made this \_\_\_\_ day of January, 1970, by and between CITY OF BOTHELL, a municipal corporation of the third class in King County, Washington, and KING COUNTY WATER DISTRICT NO. 104, a municipal corporation, herein called "City and "District," respectively,

WITNESSETH:

RECITAL A: By vote of the citizens residing therein, and pursuant to RCW 57.08.065, District is empowered to provide sanitary sewer services subject to approval of its comprehensive plan for such service by applicable State authorities.

RECITAL B: Insofar as is relevant to this agreement, City and District have a common boundary along the east margin of the west half of the northwest quarter of Section 4, Township 26 North, Range 5 East of the Willamette Meridian, King County, Washington, and District's westerly boundary thence runs southerly in a straight line projection of such common boundary, all as depicted in Exhibit A attached hereto and by this reference incorporated herein.

RECITAL C: City has heretofore, and prior to the time District was authorized to provide sewer service, constructed a trunk sanitary sewer line, pumping station and appurtenant facilities to serve an area depicted on Exhibit A and known as Hollyhills Mobile Estates. As a condition to providing such service, City required the owner of the lands proposed to be so served to petition City for annexation. Such annexation has been approved by City and is presently pending before the King County Boundary Review Board, with whom District has filed objections to such annexation.

RECITAL D: In connection with construction of such trunk sewer facilities, City comprehensively planned to provide sanitary sewer services by a gravity flow system to all areas bounded on the north by the Snohomish County line, on the east by 130th Avenue N.E., 130th Place N.E., and 132nd Avenue N.E., the south by the north margin of the right-of-way for State Highway SR 522, and on the west by the present limits



Resolution No.: 0309 Title: Holly Hills Mobile Estates, Agreement Between City of Bothell & Water District No. 104 for Water & Sewer Service Date: 01/19/1970 Repealed By: Amended By:

of District, all as depicted on Exhibit A.

RECITAL E: In addition, City has historically served both sewer and water services to an area lying east of District's west boundary but within the limits of City, lying immediately south of the Northern Pacific Railroad right-of-way, in Section 9, Township 26 North, range 5 East, W.M., as shown on Exhibit A.

RECITAL F: It is contemplated that the City would provide sewer service to that portion of the southwest quarter of Section 9 and the north half of the northwest quarter of Section 16, both in Township 26 North, Range 5 East, W.M., as shown on Exhibit A, which is tributary by gravity flow to existing sanitary sewer lines lying within the Juanita-Woodinville Way N.E., as shown on Exhibit A.

RECITAL G: To better enable both contracting parties to comprehensively plan to serve the areas under the jurisdiction of each, to provide water and sewer service with recognition of topography and proper engineering principles, and to eliminate conflicts where political boundaries overlap, the governing bodies of the respective parties have agreed to compromise their disputes as hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual benefits to be derived herefrom, the parties mutually covenant and agree as follows:

1. PENDING ANNEXATION: District will withdraw any and all objections heretofore filed with King County Boundary Review Board and will affirmatively notify such Board in writing that it supports the pending annexation.
2. FUTURE ANNEXATIONS BY CITY: In order that District can comprehensively plan and provide water and sewer service, City agrees not to annex any portion of District, except as described in Recitals D, E and F, by the resolution method, but may annex by the petition method.
3. AREA NOW SERVED BY CITY (RECITAL E): District shall not provide either water or sewer service, nor assess for water or sewer

Resolution No.: 0309 Title: Holly Hills Mobile Estates, Agreement Between City of Bothell & Water District No. 104 for Water & Sewer Service Date: 01/19/1970 Repealed By: Amended By:

limits, nor sewer service in the area described in Recital F without the prior written consent of the City.

4. WATER SERVICE TO BE PROVIDED BY DISTRICT: District is presently providing water service to portions of the area described in Recital D, and City has no present plans for providing a comprehensive water system within such area and has no objection to District serving such area or any portions thereof, notwithstanding subsequent annexation of all or portions thereof to City; PROVIDED that this paragraph shall never be construed as a waiver of City's right to acquire District's water distribution facilities within any area which is subsequently annexed to City under statutory authority. District shall comply with City standards of construction for water utilities and hydrants, shall submit plans and specifications for approval prior to installation, permit inspection by City during course of construction (at the expense of City) and shall provide reproducible "as built" drawings to the City upon completion.

5. JOINT WATER SERVICE FACILITIES: The parties, recognizing that population growth within the area described in Recital D, as well as the areas immediately east and west thereof, will require substantial water transmission or storage facilities to be constructed in the future at a point of highest elevation within the area described in Recital D, do therefore agree to cooperate and coordinate their plans for such construction and the financing thereof when the same are needed, taking into account at such time the areas being served by each with water service for which such facilities will be needed, at which time the parties will enter into further agreements in writing with respect to said joint facilities.

6. SEWER SERVICE TO AREA DESCRIBED IN RECITAL D: City may, but District shall not, provide sanitary sewer service in the area described in Recital D and the area referred to in Paragraph 3.

7. SEWER SERVICE BY CONTRACT BETWEEN CITY AND DISTRICT FOR AREAS WITHIN DISTRICT:

Resolution No.: 0309 Title: Holly Hills Mobile Estates, Agreement Between City of Bothell & Water District No. 104 for Water & Sewer Service Date: 01/19/1970 Repealed By:: Amended By::

A. City agrees to contract with District to carry sewage generated within District through City's existing facilities, limited only by the then existing capacity of such facilities unless limitations in such capacity are enlarged at the expense of District or by agreement.

B. City hereby commits to District and agrees with District to provide sewer service by use of City's 21 inch sewer main located in the vicinity of Woodinville Drive and 113th Avenue Northeast in Section 8, Township 26 North, Range 5 East, W.M., in King County, Washington, to the extent of 1,000,000 gallons per day, subject to the terms of this contract, and subject to Paragraph 9 of this agreement, agrees to continue to carry sewage for the District through said main until alternate METRO facilities are available to the District, or as the parties shall otherwise mutually agree.

C. City agrees not to contract with any person, firm or corporation, other than District, to provide sewer service to the lands lying within District, except areas described in Recitals D, E and F, except with prior written consent of the District.

8. ADDITIONAL SEWAGE TRUNK FACILITIES: In sizing trunk sewer lines to be constructed in the future within the area described in Recital D, City agrees to consult with District and its engineers so as to provide adequate interim, or, if agreed, permanent capacity to carry projected sewage flows generated within District flowing westward to City's existing or future connections to the trunks of Municipality of Metropolitan Seattle (METRO). Similarly, in the event District should desire to construct a trunk sewer line running westerly through any portion of the area described in Recital D prior to City's having done so, then District shall size the same and conform to alignment in cooperation with City and its engineers. Financing, sharing of costs of construction contemplated by this paragraph, and the proportion thereof to be borne by each party shall abide further agreement, as well as trunkage charges or service charges to be paid by one party to the other for the use of the facilities of the other.

Resolution No.: 0309 Title: Holly Hills Mobile Estates, Agreement Between City of Bothell & Water District No. 104 for Water & Sewer Service Date: 01/19/1970 Repealed By: Amended By:

9. TRUNKAGE CHARGES: Trunkage charges or service charges payable by one party to the other shall be reasonable and shall be related to the cost of providing such service, and shall be provided by future agreement between the parties.

10. NOTICES TO REGULATORY AUTHORITIES: Either party may file a copy of this agreement with any and all State agencies having jurisdiction over approval of comprehensive sewer plans, and City will affirmatively indicate in writing to all such agencies that it has no objection to the comprehensive sewer plan of District now pending as such plan is modified by this agreement, or to the issuance of Certificate of Necessity.

11. ASSISTANCE IN COLLECTION OF SEWER CHARGES: In areas served with water by District but served by City with sewer service, District agrees, upon written request of City, to assist City in collection of delinquent sewer service charges by one of the methods provided by statute, that is, by shutting off water service to such user until delinquent sewer service charges payable to City, with penalties provided by ordinance, have been paid. City shall defend and save harmless thy District against loss, damage or claim thereto asserted by any user whose water service has been stopped in aid of collection of City's sewer service charges.

12. FRANCHISES AND PERMITS: In the event City now or hereafter requires franchises to be issued for construction of utilities within its corporate limits, City agrees to issue such franchises without fee to the District in order that District will be able to provide the utilities services contemplated by this agreement. District shall comply with the provisions of Ordinance No. 414 of City (Street Cut Ordinance). Water and sewer mains and appurtenances of the District which must be relocated to accommodate regrading or relocation of streets shall be relocated at the expense of the District.

13. DISPUTES: In the event the parties are unable to agree with respect to any matter set forth in this agreement, or with respect to those matters referred to herein which are to be

Resolution No.: 0309 Title: Holly Hills Mobile Estates, Agreement Between City of Bothell & Water District No. 104 for Water & Sewer Service Date: 01/19/1970 Repealed By:: Amended By::

resolved by future agreement, the parties agree to meet within thirty (30) days to negotiate in good faith to resolve said dispute. The parties may by mutual agreement seek the advice and recommendations of an impartial third party whose recommendation shall be advisory only. No court proceedings shall be instituted until after such a meeting has been held unless one of the parties fails or refuses to meet and negotiate in good faith within thirty (30) days after written request by the other party for such a meeting.

14. TERM: This agreement shall be for an indefinite term and shall be binding upon the respective bodies and their duly elected and appointed successors until modified or rescinded by mutual agreement.

15. AUTHORIZATION: The terms of this agreement were approved by the respective bodies and authority given to the officers executing the same by Resolution No. \_\_\_\_\_ of the City of Bothell and Resolution No. 304 of King County Water District No. 104.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals on the date above written.

CITY OF BOTHELL

ATTEST:

BY

MAYOR

CITY CLERK

KING COUNTY WATER DISTRICT NO. 104,  
a Municipal Corporation

ATTEST:

BY

PRESIDENT

SECRETARY



WOODINVILLE WATER DISTRICT  
SERVICE AREA AGREEMENTS INVENTORY

40278.02

AGENCY	DOCUMENT	ON MAP	DATE	DESCRIPTION	ADDITIONAL INFO REQUIRED	COMMENTS
City of Redmond	R - 1		Jul. 13, 1988	Interlocal Agreement for Service Area Boundary		Interlocal Agreement between City of Redmond and Woodinville Water District for utility service boundary described as NE 124th Street. Dated July 13, 1988
	R - 2		Jan. 22, 1990	Addendum to July 13, 1988, Interlocal Agreement for <b>water</b> service to Shadowbrook, Phase II		Addendum to July 13, 1988, Interlocal Agreement for <b>water</b> service to Shadowbrook, Phase II. Several Exhibits - Legal description attached, map is included (not clear)

INTERLOCAL AGREEMENT BETWEEN THE CITY OF REDMOND  
AND  
WOODINVILLE WATER DISTRICT

Whereas, the City of Redmond, Washington, (hereinafter "Redmond") and, the Woodinville Water District (hereinafter the "District") are desirous of settling the future common water and sewer utility service area boundary between Redmond and the District and providing means whereby water service may be provided to properties which are not now within the boundaries of the City of Redmond but which may in the future be within the city boundaries,

NOW, THEREFORE, IT IS HEREBY COVENANTED AND AGREED AS FOLLOWS:

1. AGREED COMMON SERVICE AREA BOUNDARY.

It is agreed that the common utility service area boundary between the District and Redmond will be N.E. 124th Street, King County, Washington as extended easterly and westerly. Each party hereto agrees that it will not provide water or sewer utility service which would be inconsistent with the agreed common boundary without the prior written consent of the other.

2. WATER SERVICE.

The District may provide water service to properties lying southerly of the agreed common boundary in either of the following ways:

- a. Upon agreement, the District shall sell water at the District's Wholesale Rate to the City of Redmond which shall, at its expense, install master meters or, with the prior consent of the District if no master meters are utilized, the aggregate meter readings of all properties served from an unmetered line will be reported monthly by Redmond to the District with payment for all water provided through such service. In that eventuality, the City of Redmond will meter and bill the individual customers. The District will establish a Wholesale Rate which will be applicable if a master meter is used to compute consumption. At the time of this agreement, the District's "Wholesale Rate" has been established as an amount equal to the District's "new water cost" under the District's Water Purveyor's Agreement with the City of Seattle, plus ten percent. The District retains the right to adjust the District's Wholesale Rate as established by the District's rate making procedures. If individual meters are utilized to compute consumption, the rates and charges for water sold

by the District to Redmond shall be the District's Wholesale Rate plus ten percent, or,

- b. Upon agreement, the District may furnish water service to individual customers for the area lying south of N.E. 124th Street. At the option of Redmond, upon the area which lies south of N.E. 124th Street being annexed to the City of Redmond, the City of Redmond can provide water service to customers in that particular area.

### 3. MUTUALITY.

Although the City of Redmond is presently unable to provide water service to properties which lie in the vicinity of N.E. 124th Street, the comparable provisions as set forth above for the furnishing of water by Woodinville Water District for the area lying south of 124th Street shall be applicable in the event the City of Redmond provides water service to areas lying within the boundaries of the District or north of N.E. 124th Street.

### 4. ULID AND LID.

Each person receiving water service shall, prior to commencement of service, be required to sign a written commitment not to protest the formation of a ULID or LID which includes as its purpose the financing of construction of utility improvements which will serve such person's property and further committing such person to sign the petition for the formation of such LID directly, or through an attorney-in-fact. Each such agreement shall be drafted to meet the requirements of Chapter 179, Laws of 1988.

### 5. ANNEXATION AGREEMENTS.

Each person receiving water service shall, prior to the commencement of service, sign an agreement obligating such person to sign a petition for annexation of such person's property to the City or District, as applicable, and appointing an appropriate official of the City or District as attorney-in-fact for the purpose of signing such petition. Such agreement shall include a waiver of the right of such person to protest or otherwise oppose such annexation.

### 6. STANDARDS.

In the event that either the City or District extends water service lines into the service areas lying south of the District boundaries and north of the City boundaries, the City or District standards and specifications shall be used, whichever is the more stringent.

7. UTILITY LOCAL IMPROVEMENT DISTRICTS.

No ULID or LID shall be formed by one party to this Agreement in the service area of the other party without prior written consent of the other party. King county franchises will be obtained and held by the operating entity. The operating entity is that entity which is providing service and maintenance to a particular section of the water system. All easements that are obtained by either the District or Redmond in connection with furnishing the water shall be drafted in a manner to provide that whoever is the operating entity, there shall be the permanent right to utilize the rights and powers authorized by said easement.

8. OWNERSHIP AND MAINTENANCE.

Ownership and maintenance of the water distribution system shall be vested in and performed by the operating entity.

9. RATES AND FEES.

Charges for service and fees to customers for hookups, meters, and for water shall be those of the operating entity.

10. CONSERVATION POLICIES.

Conservation policies will be prescribed by the operating entity.

11. APPROVAL.

All required permits or franchises shall be acquired by the operating entity.

12. FUTURE DEVELOPMENTS.

Future developments that would straddle the common boundary line as above defined shall be approved by an addendum on a case by case basis.

13. AUTHORIZATION AND APPROVALS.

This agreement was approved by the City of Redmond by Ordinance No. 1437, dated July 5, 1988, duly adopted at a regular meeting with authorization to the undersigned officer to execute this agreement on behalf of the City of Redmond.

This agreement was approved by the Woodinville Water District by Resolution No. 2407, dated June 27, 1988, duly adopted at a regular meeting with authorization to the undersigned officers to execute this agreement on behalf of the Woodinville Water District.

DATED 13 July, 1988.

CITY OF REDMOND

By Doreen Marchione  
DOREEN MARCHIONE, Mayor

Attested:

Doris A. Schaible  
DORIS A. SCHAIBLE, City Clerk 7/12/88

Approved as to Form:

By: Larry Martin  
LARRY MARTIN,  
City Attorney

WOODINVILLE WATER DISTRICT

By Donald Wright  
Its President

By Barbara L. Grening  
Its Secretary



WAIVER OF RIGHT TO PROTEST LID. Owner acknowledges that the entire property legally described on Exhibit A would be specially benefited by the following improvements to the utility (specify):

Owner agrees to sign a petition for the formation of an LID or ULID for the specified improvements at such time as one is circulated and Owner hereby appoints the Mayor of the City as his or her attorney-in-fact to sign such a petition in the event Owner fails or refuses to do so.

With full understanding of Owner's right to protest formation of an LID or ULID to construct such improvements pursuant to RCW 35.43.180, Owner agrees to participate in any such LID or ULID and to waive his right to protest formation of the same. Owner shall retain the right to contest the method of calculating any assessment and the amount thereof, and shall further retain the right to appeal the decision of the City Council affirming the final assessment roll to the superior court. Notwithstanding any other provisions of this agreement, this waiver of the right to protest shall only be valid for a period of ten (10) years from the date this agreement is signed by the Owner.

ADDENDUM TO INTERLOCAL AGREEMENT BETWEEN  
REDMOND AND WOODINVILLE WATER DISTRICT  
WATER SERVICE TO SHADOWBROOK, PHASE II

WHEREAS, the City of Redmond, Washington ("Redmond") and the Woodinville Water District ("the District") are parties to that certain interlocal agreement ("the interlocal agreement") dated July 13, 1988, which designates the common service area boundary between the District and Redmond, and

WHEREAS, Redmond and the District desire to supplement such agreement pursuant to paragraph 12 thereof to provide for water service to proposed residential development straddling the common boundary line known as Shadowbrook Phase II to enable the District to provide water service to the portion of such development south of the common service area boundary,

NOW, THEREFORE, IT IS HEREBY COVENANTED AND AGREED AS FOLLOWS:

1. Description of Service Area Boundary

Redmond and the District agree that for the property within the plat known as Shadowbrook Phase II, the water and sewer service area boundary between Redmond and the District shall be as described in Exhibit 'A', attached hereto.

2. Consent to Service by District

The City of Redmond hereby consents to allow the District to provide water service to those properties included within Redmond's water and sewer service area boundary per the method described in Section 2(b) of the July 13, 1988 Interlocal Agreement.

3. Service Extension, Approval of Plans and Specs.

Service to Shadowbrook Phase II, shall be subject to the terms of a developer's extension application and agreement between the District and the owner/developer of Shadowbrook Phase II, in the form attached hereto as Exhibit 'B'. Redmond and the District agree that the water improvements described in paragraph 2 - General Description of Improvements, shall be designed and constructed in accordance with

DUPLICATE ORIGINAL

the standards of Redmond or the District, whichever is more stringent. The District shall submit plans and specifications for facilities which will be used to provide such service to the Redmond Utility Department and shall obtain approval from the Redmond Public Works Director. Approval or rejection of the plans and specifications shall be based upon compliance with Redmond water service, fire flow and construction standards.

4. Property Owner Agreements

Prior to making any commitment to extend facilities or provide service within Redmond's service area, the District shall procure and provide to Redmond written agreements signed by each owner of property within the Redmond service area which will be served pursuant to this agreement in the form attached hereto as Exhibit 'C'. The original of such agreements shall be filed with the King County Department of Records and Elections, and a copy of the recorded document provided to the Redmond City Clerk and Public Works Director. The cost of recording shall be paid by the property owners.

5. Assumption of Service Area & Ownership of Facilities

- a. Upon annexation of all or a portion of the Shadowbrook Phase II development to the City of Redmond, or upon extension of Redmond's utility facilities which will enable connection of Redmond's facilities to the water facilities serving the development, Redmond, at its option, may elect to assume the rights and responsibilities of providing water service to that portion of the development within Redmond's service area boundary. This option may be exercised by giving written notice of such election to the District no less than 90 days prior to the proposed effective date of assumption of water service by Redmond. Upon agreement with the District, Redmond may purchase water from the District required to service such portion of the development at the then current District wholesale rate, which is defined in the Interlocal Agreement.
- b. Upon the effective date of the transfer of rights and responsibility to provide water

service to the City of Redmond pursuant to this section, the District shall quit claim and transfer to Redmond all of its rights in and title to all water mains, transmission and service lines, hydrants and other facilities located in Redmond's service area. Appropriate bills of sale and all other conveyances necessary to effectuate complete transfer of the District's interest shall be provided by the District to Redmond.

- c. The District shall cooperate in making a physical connection to the Redmond facilities and in performing such minor alterations to its facilities as may be required in order to complete the connection with Redmond facilities at Redmond's sole expense. The District shall also cooperate in the transfer of all customer and billing information reasonably required for Redmond to assume and perform utility billing functions.
- d. No connection fee or other charge shall be assessed by Redmond upon those customers receiving service at the time of transfer of responsibility for water service from the District to Redmond.

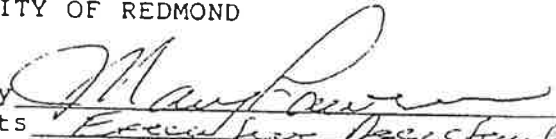
6. Remainder of Agreement Unchanged

Except as stated above, the interlocal agreement between the District and Redmond shall remain unchanged and in full force and effect.

DATED this 22nd day of JANUARY, 1989<sup>90</sup>.

CITY OF REDMOND

By  
Its

  
Mary P. Brown  
Executive Assistant

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY


By

  
J. C. Miller

06532 07/11/

WOODINVILLE WATER DISTRICT

By   
Its President

By   
Its Secretary



8911-6458

Exhibit 'A' to Addendum  
to Interlocal Agreement

8911-640

y 89 HB

SHADOWBROOK

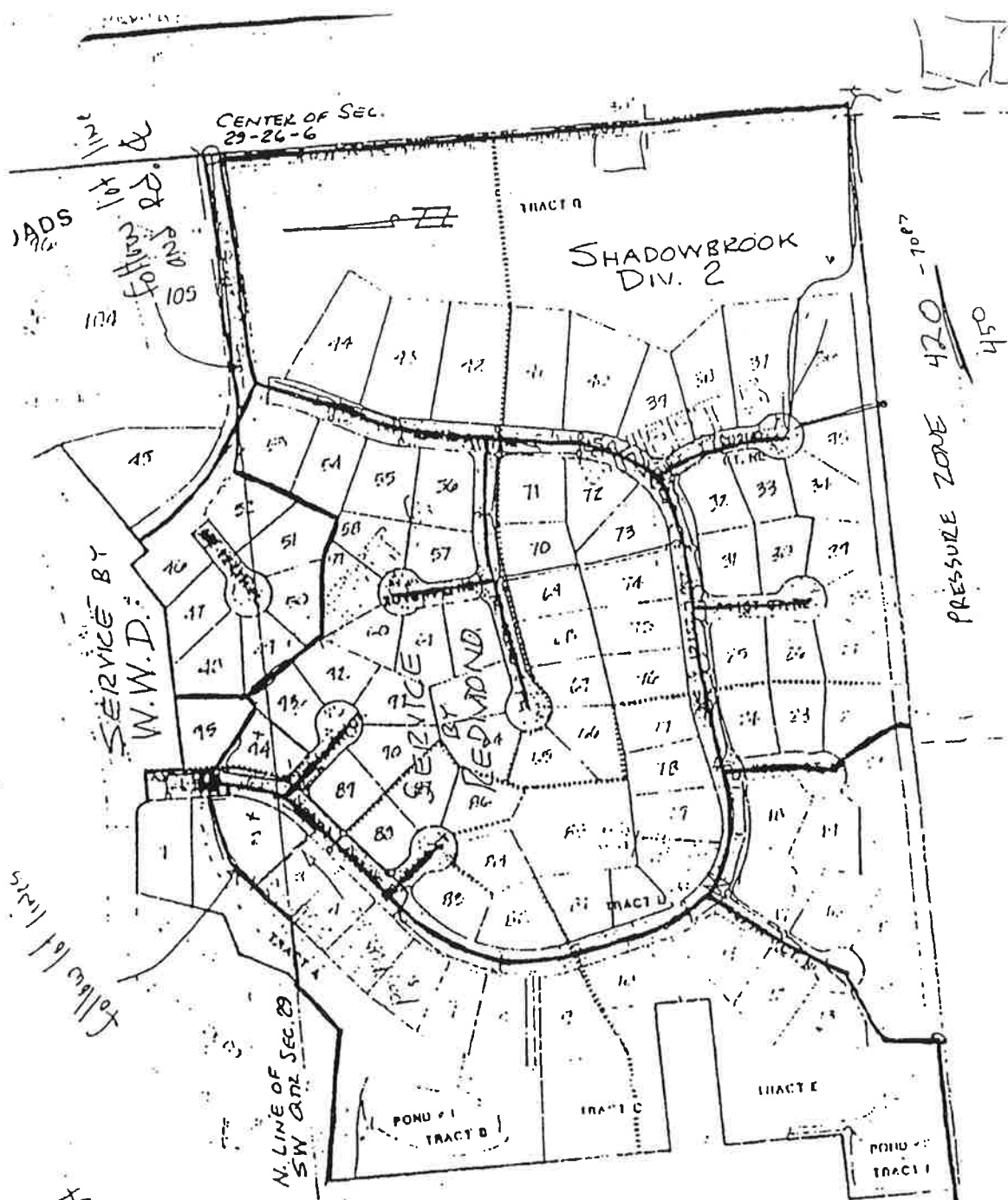
Revised legal description of WWD-Redmond service area line.

The City of Redmond is to serve the portions of the plat of Shadowbrook, Division 2, which lie South of the following line:

Beginning at the Center of Section 29, Township 26 North, Range 6 East, W.M., in King County, Washington, from which the South quarter corner of said Section bears South 03° 09' 26" West; thence South 89° 56' 06" West 452.47 feet to a point of curvature; thence westerly on a curve to the right, tangent to the preceding course, having a radius of 325.00 feet, an arc distance of 225.70 feet; thence leaving said curve South 32° 43' 01" West 271.78 feet; thence North 61° 53' 46" West 90.00 feet; thence North 79° 51' 01" West 171.20 feet; thence North 29° 57' 15" West 205.00 feet; thence South 50° 02' 10" West 25.00 feet; thence North 49° 54' 49" West 159.15 feet; thence North 86° 23' 56" West 30.00 feet; thence North 03° 36' 04" East 15.00 feet; thence North 86° 23' 56" West 30.00 feet; thence South 80° 56' 00" West 140.23 feet; thence South 53° 06' 04" West 81.00 feet; thence South 53° 06' 04" West 92.34 feet; thence North 87° 22' 18" West 140.47 feet; thence South 56° 29' 48" West 142.82 feet; thence North 77° 34' 18" West 318.23 feet; thence North 03° 07' 30" East and parallel with the West line of the Southwest quarter of said Section 29, 30.05 feet to a terminus on the North line of said Southwest quarter which lies 435.62 feet easterly of the Northwest corner thereof.

Draft HMB  
Check BMV  
Date 5-8-89





SHEET INDEX

- 1 - COVER SHEET  
2-5 - ROAD & STORM DRAINAGE PLANS  
6-8 - ROAD & STORM DRAINAGE PROFILES  
9 - ROAD & STORM DRAINAGE DETAILS & NO  
10, 11 - POND DETAIL SHEETS  
12-15 - ALIGNMENT SHEETS

Exhibit 'B' to Addendum  
to Interlocal Agreement

Revised 03.  
Resolution

Developer Extension No.  
Grid Sheet No. R-11, T-11, U-11  
Name of Development Shadowbrook, Div. II  
Address of Development

WOODINVILLE WATER DISTRICT  
KING COUNTY WASHINGTON

\* \* \* \* \*

APPLICATION AND AGREEMENT  
FOR DEVELOPER EXTENSION  
TO WATER DISTRIBUTION SYSTEM

The undersigned ("Developer") hereby applies to Woodinville Water District, King County, Washington ("District"), for permission to construct and install water system improvements generally described in paragraph 2 below, in the public right-of-way under the District's franchise therefor, and/or in easements approved by the District, and to connect to the District's water distribution system, and represents and agrees as follows:

1. LOCATION OF WATER SYSTEM IMPROVEMENT

The proposed improvement will be installed in the right-of-way, easement and/or other approved way, and shall be for the use and benefit of the property which is owned by the Developer or other persons hereafter referred to as "additional owners" who are contributing to the cost of said improvements and which is legally described in Exhibit A hereto, which by this reference is made a part hereof.

2. GENERAL DESCRIPTION OF IMPROVEMENTS

The proposed improvements and appurtenances will consist of the following:

<u>ON</u> (Street or Ave.)	<u>FROM</u> (Street or Ave.)	<u>TO</u> (Street or Ave.)	<u>APPROX.</u> <u>LENGTH</u> (ft.)
Easement	N.E. 129th St.	203rd Ave. N.E.	870'-8"
N.E. 124th St.	N.E. 125th Pl.	E. edge of plat	1,040'-8"
203rd Ave. N.E.	N.E. 124th Pl.	End of cul-de-sac	1,190'-8"
202nd Ave. N.E.	N.E. 124th St.	202nd Ct. N.E.	870'-8"
N.E. 121st St.	202nd Ct. N.E.	199th Ct. N.E.	960'-8"
198th Ave. N.E.	199th Ct. N.E.	N.E. 125th Pl.	1,360'-8"
N.E. 124th Pl.	N.E. 124th St.	End of cul-de-sac	300'-4"
N.E. 122nd Pl.	202nd Ave. N.E.	201st Pl. N.E.	400'-8"
N.E. 122nd Pl.	201st Pl. N.E.	End of cul-de-sac	260'-4"
201st Pl. N.E.	N.E. 122nd Pl.	End of cul-de-sac	220'-4"
202nd Ct. N.E.	N.E. 121st St.	End of cul-de-sac	330'-4"
201st Ct. N.E.	N.E. 121st St.	End of cul-de-sac	220'-4"
200th Ct. N.E.	N.E. 121st St.	End of cul-de-sac	260'-4"
199th Ct. N.E.	N.E. 121st St.	End of cul-de-sac	380'-4"
N.E. 123rd Ct.	198th Ave. N.E.	End of cul-de-sac	160'-4"
N.E. 124th Ct.	198th Ave. N.E.	End of cul-de-sac	220'-4"
N.E. 133rd St.	70' E. of Bear Cr.	70' W. of Bear Cr.	140'-8"

3. PAYMENT OF FEES AND EXPENSES

The developer shall pay the fees and expenses set forth in Exhibit B hereto, which by this reference is made a part hereof. All amounts due the District shall be paid at the

times and in the amounts set forth in Exhibit B hereto, but in no event later than 10 days prior to the Pre-Construction Meeting which is to be held at the District office unless otherwise agreed. In the event any additional amounts are payable to the District, payment in full shall be made prior to the commencement of water service.

4. ADMINISTRATIVE SERVICES, DESIGN, AND CONSTRUCTION ENGINEERING SERVICES

An Administrative Fee, Design Engineering Service Fee, and Construction Engineering Services and Inspection Fee shall be paid by the Developer in consideration of the following items of work performed by the District, and in consideration for the furnishing of water to the property described in paragraph 1:

A. Administrative Services

- (1) Provide general consultation with the Developer regarding the requirements of the District and the procedures for the installation of improvements described in paragraph 2; administration of this agreement.
- (2) Review of all easement and title reports required for the project; compliance with comprehensive plans, State Environmental Protection Act, and any other applicable statutes and regulations; general legal and administrative services including the recording of documents if applicable.
- (3) Process and obtain all necessary permits, subject, however, to the cost of permits being paid by the Developer.

B. Design Engineering Services

Preparation of preliminary and final plans and specifications to be prepared by the District's Engineer in accordance with the standards adopted by the District's Board of Commissioners. It shall be noted that said improvements to the system shall be consistent with and further the watermain grid system of the District.

C. Construction Engineering and Inspection Services

- (1) Construction surveying and staking of improvements as required.
- (2) Inspection of the construction in progress, as required, to assure that said improvements are constructed in accordance with the approved plans and specifications.
- (3) Inspection of the pressure tests, cut-ins and closure pipes, as required by the specifications. Inspection of any re-testing which may

be necessary, and sampling of the completed installation after flushing and, if required, submittal to the Washington State Department of Social and Health Services for bacteriological examination.

- (4) Final inspection of the installation and preparation of the inspection report setting forth any deficiencies that may exist and which require correction.
- (5) Re-inspection of deficient work.
- (6) Final inspection of the installation and examination of the required documents to assure that the District has legal title to the rights-of-way and/or easements as required by the installation of said improvements, and final recommendation of acceptance of the installation by the District's Board of Commissioners.
- (7) Preparation of "as-built" drawings of improvements.

#### 5. PAYMENT OF FEES TO OTHERS AND PERMITS

The Developer shall pay the cost of obtaining all necessary permits from any governmental agencies concerned or from other entities.

The Developer shall pay any inspection costs billed to the District by any governmental agency, including but not limited to King County, Snohomish County, the State of Washington or municipal corporations.

The Developer shall pay all expenses of complying with the laws and regulations applicable to the project, including but not limited to environmental protection acts.

The Developer shall bear all costs of easement acquisition and for searching and insuring title to the property.

#### 6. PAYMENT OF ATTORNEYS FEES AND FOR EXTRAORDINARY INSPECTION

The Developer shall pay to the District:

##### A. Attorneys Fees

- (1) If increased or extraordinary legal services by the attorneys for the District are required and are authorized by the District, the cost of such additional legal services shall be paid by the Developer.
- (2) In the event the District incurs legal expenses for enforcing the terms of this agreement or in connection with the work to be done, the Developer shall pay all reasonable attorneys fees as may be incurred by the District or



awarded by the court, court costs, and all expenses in connection therewith as may be incurred by the District.

B. Increased Inspection

If increased or extraordinary inspection is required, it must be authorized by the District. The cost of said additional inspection shall be paid by the Developer.

7. EVIDENCE OF INSURANCE, PERFORMANCE BOND REQUIREMENTS, AND INDEMNITY

A. Insurance

The Developer shall provide liability and property damage insurance covering all work under this agreement, including that done by the general contractor and subcontractors, and shall provide the District with written evidence thereof. Said insurance shall name the District and Engineer as named insureds and shall be primary coverage with any insurance carried by the District as additional coverage. This insurance shall be for not less than the following amounts: Bodily Injury \$1,000,000 each person; \$1,000,000 each accident; Property Damage \$500,000. Evidence of said insurance shall be provided to the District prior to the pre-construction meeting.

B. Performance and Payment Bond; Maintenance Bond

A performance and payment bond in the amount of the District Engineer's estimated cost of the improvements shall be posted with the District before the pre-construction meeting and shall remain in force until the date of acceptance of the developer extension by the District. Also, prior to and as a condition of the acceptance of the developer extension by the District, the Developer shall post a maintenance bond in the amount of \$2,000 or 10% of the District Engineer's estimated cost of the improvements, whichever is greater. This maintenance bond shall remain in force for a period of at least one year after the developer extension has been accepted by the District. These bonds shall be in a form and shall be issued by a company acceptable to the District in its full discretion. In lieu of either or both of these bonds, the developer may deposit cash or have a bank (acceptable to the District in its full discretion) provide an irrevocable letter of credit for the term and in the amount of the bond(s) for which the cash or letter of credit is intended to substitute.

C. Indemnity

The Developer shall hold harmless the District, its commissioners, engineers, employees, and agents, for all liabilities and claims arising out of or related to performance of work in this agreement.

8. EASEMENTS

Any required easements shall be obtained by the Developer at the Developer's sole cost and expense, and shall be delivered to the District as required herein, and prior to acceptance of

said installation by the District. Said easements in the form acceptable to the District shall be submitted to the District with evidence of title, and if required by the District, a title insurance policy.

No service shall be furnished to the property until all required easements have been recorded, all sums due to the District have been paid in full and construction accepted by the District or adequately bonded.

9. DUTIES OF THE DEVELOPER

In addition to any other duties included in this agreement, the Developer shall do the following:

- A. Furnish to the District complete information as to the nature and scope of the proposed improvements; furnish final plans and details of the project (not preliminary data) including but not limited to grading and paving plans, storm water control plans and final plat documents.
- B. Cooperate with the District, its Engineer and employees in providing timely information and in responding to requests of the District.
- C. Submit in writing 15 days prior to the Pre-Construction Meeting the name, address and phone number of all contractors, subcontractors, and suppliers that the Developer proposes to use in doing the work. In the event the District disapproves, the District shall indicate its disapproval within 10 days after such notification.
- D. Attend with Developer's approved contractor and subcontractors a Pre-Construction Meeting to be held prior to the start of any construction in order that the Developer will be fully aware of the District's requirements.
- E. Furnish, at the expense of the Developer, all easements and permits required for the project prior to commencing construction using easement forms provided by the District. Provide title insurance in a company, in the amount and form acceptable to the District.
- F. Complete all improvements in accordance with plans and specifications prepared by the District and in accordance with District standards, the terms of which by this reference are made a part hereof.
- G. Install all service connections prior to paving. If the Developer paves before installation of the service line, restoration of the paved surface shall be the responsibility of the Developer.
- H. Set all lot corners before work commences.

- I. It is understood that the District requires that all connections to the existing system and all testing of the line be made in the presence of the District's authorized representative, and that any subsequent opening of valves must be done with the authorization of, and in the presence of, the District's authorized representative. Applicant shall require the contractor making the installation to make a written application for and to obtain written permission from the District's Engineer to make the connection on a specified date at a specified time.
- J. Pay the cost of water furnished by the District in testing, flushing or purifying the system based on the District's estimates of quantity of water use, which estimates shall be conclusive; provided, however, the District shall furnish a reasonable amount of water without cost to the Developer for the initial testing, flushing and purifying of the system.
- K. Grade all roads to the design subgrade elevation prior to the start of construction and to advise the District during construction of any changes which may be contemplated. Further, if the Developer changes the subgrade elevation of the roads after completion of the watermain construction, Developer agrees to raise or lower the watermain as required by the new subgrade elevation at no cost to the District.
- L. No work shall be performed by the Developer in installation or testing of the facilities other than on Monday through Friday between the hours of 8:00 a.m. and 4:30 p.m. on said days, exclusive of legal holidays, except with the prior written consent of the District. If consent is given by the District for work to be performed on a Saturday, Sunday, legal holiday, or before or after the normal working hours specified above, the Developer shall pay to the District the reasonable cost of furnishing inspection and supervision during said periods. No connections to the District's watermain shall be made on Fridays.
- M. Remove and correct at the expense of the Developer any improvements not approved by the District.
- N. Notify the District when the improvements are ready for final inspection for approval by the District.
- O. Supply certified costs of construction to the District prior to acceptance.
- P. Pay interest at the highest statutory rate on any amounts not timely paid to the District.

10. FINAL ACCEPTANCE

Upon completion of the improvements and upon acceptance by the District, title to the improvements shall pass to the District, subject to the warranty by the Developer of all labor, materials, and workmanship for a period of one year from date of

the resolution of acceptance and after acceptance such improvement shall be subject to the control, use, and operation of the District, which may apply thereto all regulations and conditions of service and make such charges therefor as the Board of Commissioners deems reasonable and proper.

11. LIMITATION PERIOD OF ACCEPTANCE

The improvement shall be completed and accepted within one year of date of the Developer's signature on this agreement. If the improvement is not completed and accepted within said one year period, then, at the option of the District, the Developer's rights under this agreement shall cease and Developer shall make new or amended application and pay the additional administrative, legal, engineering, and inspection costs involved, all as determined by the Board of Commissioners.

12. NON-COMPLIANCE

Failure to comply with any of the requirements of this agreement within sixty days after written demand by the District shall automatically result in the forfeiture of the performance bond as specified in paragraph 7B. Forfeiture of the performance bond shall not relieve the Developer of the duty to comply with all the terms of this agreement, paying all sums due hereunder, together with reasonable attorneys' fees incurred by the District in enforcing the terms of this agreement.

13. REPRESENTATION OF AUTHORITY

The undersigned Developer and/or additional owners warrant that they constitute the owners of all of the real property herein described within this agreement and, upon the request of the District, shall provide evidence to the satisfaction of the District that the applicant has the authority to execute this agreement with respect to said property.

The District has executed this agreement based upon the plans of the Developer as shown to the District at the time this agreement is executed for development of the property to be served. The obligation of the District to furnish service is contingent upon the compliance by the Developer with all conditions imposed by appropriate governmental authorities for plat approval, on-site waste management and for development of the property.

No service shall be furnished to the property until all of Developer's duties have been fully performed and all sums due the District have been paid in full.

14. SPECIAL PROVISIONS FOR LATECOMER REIMBURSEMENT

- A. Any request for latecomer reimbursement shall be made in conjunction with the submittal of the Application Agreement for Developer Extension to Water Distribution System.
- B. The Developer shall keep complete and accurate records of the direct costs incurred in the construction of the water system covered by this paragraph.

At the conclusion of construction and acceptance thereof by the District, the Developer shall certify such direct costs to the District and provide supporting data for such costs. The total amount of direct costs shall be approved by the District at its sole discretion. The Developer shall not receive any credit for indirect costs incurred in such construction, such as overhead or profit.

- C. The District shall pay to the Developer as reimbursement for the costs certified pursuant to subparagraph A of this paragraph, eighty percent (80%) of the charges received by the District in lieu of assessments from the property as shown on the construction plans and incorporated herein by reference. These Payments shall be made from charges received by the District during the five (5) year period commencing upon acceptance of the Developer's construction pursuant to the terms of this agreement. In no event shall the total payments to the Developer exceed the total sum fixed by the District pursuant to subparagraph A of this paragraph.
- D. The Developer warrants that all costs and data provided to the District pursuant to subparagraph A of this paragraph shall be true and correct in all respects.
- E. A memorandum of this special provision in the form prescribed by the District or this agreement, shall be recorded at the expense of the Developer in order that all future owners will be advised of the possible latecomer charge.
- F. Latecomer Reimbursements shall be made only if the terms of this paragraph 14 are expressly approved by the District at the time this agreement is approved by the District by attachment of an exhibit describing the area subject to Latecomer payment.

15. ADDITIONAL PROVISIONS

The developer will be required to install 140 feet of 8 inch watermain on NE 133 Street. The cost of this installation will be borne by the developer, however a portion of the costs may be reimbursed to the developer contingent upon whether or not persons owning the parcels described in Exhibit "C" request water service. Any such reimbursement will be subject to the restrictions listed in paragraph 14.

Watermain and appurtenances installed south of NE 124th Street (if extended) will be subject to the applicable provisions of the interlocal Agreement between the city of Redmond and the District dated July 13, 1988. See Woodinville Water District Resolution Number 2407.

16. AUTHORIZATION AND APPROVAL

DATED at Woodinville, Washington, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

\_\_\_\_\_  
(Signature of Developer) Title



\_\_\_\_\_  
(Print Name of Developer)

\_\_\_\_\_  
(Mailing Address)  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Telephone No.)

Approval of the District is hereby confirmed. Upon compliance with the terms and conditions of the contract documents, Woodinville Water District will accept said improvements and furnish water service to the area described herein subject to payment of the District's charge for water service.

WOODINVILLE WATER DISTRICT

By \_\_\_\_\_  
Secretary, Board of Commissioners

Date: \_\_\_\_\_

Approved as to Form:

WOODINVILLE WATER DISTRICT

By \_\_\_\_\_

Its \_\_\_\_\_

Developer Extension No. \_\_\_\_\_

Approved by Resolution No. \_\_\_\_\_  
dated \_\_\_\_\_

Developer Extension Improvements  
Accepted by Resolution No. \_\_\_\_\_  
of Woodinville Water District  
dated \_\_\_\_\_

15410

EXHIBIT A

Developer Extension No.  
Grid Sheet No. R-11, T-11, U-11  
Name of Development Shadowbrook, Div. II  
Address of Development

LEGAL DESCRIPTION

PARCEL A

That portion of the northwest quarter of Section 29, Township 26 North, Range 6 East, W.M., in King County, Washington described as follows:  
Beginning at the southeast corner of said northwest quarter; thence N87°22'18"W along the south line thereof 1776.85 feet; thence N56°29'48"E 23.67 feet; thence N32°13'16"E 107.00 feet; thence N74°29'29"E 90.00 feet; thence N22°08'19"E 188.00 feet; thence S82°15'05"E 171.39 feet to a point of curve; thence southeasterly on said curve to the right, having a radius of 25.00, thru a central angle of 85°51'09", an arc distance of 37.46 feet; thence S89°51'36"E 60.11 feet; thence S03°36'04"W 85.00 feet; thence S87°46'51"E 348.05 feet; thence N60°57'34"E 120.00 feet; thence S29°02'26"E 43.83 feet; thence N58°44'18"E 273.16 feet; thence N14°51'56"W 120.66 feet; thence N11°57'12"W 133.46 feet; thence N18°38'25"E 116.60 feet; thence N00°40'15"E 26.33 feet; thence N28°37'58"W 141.00 feet; thence N04°02'38"W 114.00 feet; thence N11°33'29"W 201.70 feet; thence N06°30'33"E 137.10 feet; thence N83°46'10"E 540.97 feet; thence S22°13'35"E 342.00 feet; thence N71°17'15"E 109.41 feet to the east line of said northwest quarter; thence S03°09'26"E along said east line 1131.30 feet to the Point of Beginning.

PARCEL B

Parcels 2, 3, and 4, King County Short Plat No. 1180055 as recorded under King County Recording No. 8111250728 being a portion of the northwest quarter of the southwest quarter of Section 29, Township 26 North, Range 6 East, W.M., in King County, Washington.  
EXCEPT that portion of said Parcel 4, described as follows:  
Beginning at the center of said Section 29; thence N87°22'18"W along the east-west center section line a distance of 1776.85 feet to the TRUE POINT OF BEGINNING; thence S56°29'48"W 142.83 feet; thence N77°34'18"W 241.06 feet; thence N00°24'20"W 43.22 feet to said east-west center section line; thence S87°22'18"E along said line 354.58 feet to the TRUE POINT OF BEGINNING.  
AND EXCEPT that portion of said Parcel 4, described as follows:  
Beginning at the northeast corner of said Parcel 2; thence N87°22'18"W along the north line of said Parcels 2 and 4, a distance of 884.96 feet; thence S03°07'30"W 746.70 feet to the TRUE POINT OF BEGINNING; thence N58°02'16"E 141.51 feet; thence N75°30'00"E 118.39 feet; thence N53°30'00"E 64.17 feet; thence N61°45'00"E 42.58 feet to the east line of the west 750 feet of said northwest quarter of the southwest quarter; thence S03°07'30"W 180.68 feet, more or less, to the south line of the north 750 feet of said northwest quarter of the southwest quarter; thence westerly along said north line to a point that is S03°07'30"W from the TRUE POINT OF BEGINNING; thence N03°07'30"E 3.33 feet more or less, to the TRUE POINT OF BEGINNING.  
AND EXCEPT the south 236.33 feet of the westerly 300.00 feet of said Parcel 4.

PARCEL C

The northeast quarter of the southwest quarter of Section 29, Township 26 North, Range 6 East, W.M., in King County, Washington

EXHIBIT B

FEE SCHEDULE

ADMINISTRATIVE FEE

(to be paid on submittal of application for Developer Extension)

☐

Short Developer Extension  
(660 linear feet or less) \$500

CHECK ONE

☒

Regular Developer Extension  
(more than 660 linear feet) \$1,000

\$ 1,000.00  
(ENTER AMOUNT)

DESIGN ENGINEERING FEE\*

Fixed fee based on proposed scope of work and budget submitted by District Engineer and approved by District in the amount of

\$ 13,540.00  
(ENTER AMOUNT)

CONSTRUCTION ENGINEERING AND INSPECTION FEE\*

Fixed fee based on proposed scope of work and budget submitted by District Engineer and approved by District in the amount of

\$ 16,250.00  
(ENTER AMOUNT)

LATECOMERS FEE DUE DISTRICT\*

\$ --  
(ENTER AMOUNT)

TOTAL FEES PAYABLE TO THE DISTRICT\*

\$ 30,790.00  
(ENTER AMOUNT)

- \* Subject to provisions of paragraph 6, and payable not later than ten days prior to the Pre-Construction Meeting.

- \*\* Note: Expenses and amounts other than fees as set forth in the Agreement are in addition to the above total.

EXHIBIT C

LATECOMER RECOVERY

The following property or portion thereof may be subject to the Provisions of Paragraph 14.

That portion of the Southeast quarter of the Southeast quarter of Section 19, and the Southwest quarter of the Southwest quarter of Section 20, all in Township 26 North, Range 6 East, W.M., in King County, Washington, described as follows:

Beginning at the corner common to Sections 19, 20, 29, and 30 of said Township and Range;

Thence South 89°51'33" East along the South line of said Section 20, 230 feet to the True Point of Beginning;

Thence North 00°08'27" East 139.09 feet;

Thence North 80°00'30" West 305.76 feet to a point 792.84 feet Southeasterly of county road;

Thence Southerly 190.53 feet to a point on the South line of said Section 19, 86 feet West of the Southeast corner of said Section 19;

Thence South 88°50'25" east along said South line 316 feet to the True Point of Beginning;

EXCEPT the Northerly 30 feet for road;

(ALSO BEING KNOWN AS The Easterly portion of Lot 6 of Bear Creek Farms, according to the unrecorded plat thereof).

Also known as Lot 1 of the Van Pelt Short Plant.

Along with the following portions of sections 19 and 20, Township 26 North, Range 6 East, W.M., King County, Washington:

The 150-foot-wide strip of land adjoining and lying North of the Northerly margin of Northeast 133rd Street described as beginning 150 feet East of the intersection of said Northerly margin with the East line of said section 19 and extending 140 feet Easterly as measured along said Northerly margin to a point 290 feet East of the East line of said section 19.2

0020.200.020  
LCM/crd  
05/23/89

Exhibit 'C' to Addendum  
to Interlocal Agreement

AGREEMENT CONCERNING WATER SERVICE FOR  
SHADOWBROOK PHASE II DEVELOPMENT

WHEREAS, the undersigned are the owners of certain real property located in King County, Washington within the Utility Service Area Boundaries of the City of Redmond which is the site of proposed development known as Shadowbrook Phase II, and

WHEREAS, said owners desire to obtain water service necessary for the development from the Woodinville Water District, and pursuant to an interlocal agreement between the Woodinville Water District and the City of Redmond dated July 13, 1988, a copy of which is attached hereto as Exhibit A, ("the interlocal agreement") the consent of the City of Redmond is required for the District to provide water service within Redmond's Utility Service Area south of N.E. 124th Street, and certain agreements on the part of the owners of property to be served relating to annexations and formation of local improvement districts or utility local improvement districts are required by the interlocal agreement, and

WHEREAS, in order to induce the City of Redmond to grant consent for the District to provide water service to that portion of the development located within Redmond's Utility Service Area and to comply with the requirements of the interlocal agreement relating to annexation and LID/ULID's, the undersigned owners, on behalf of themselves, their heirs, successors and assigns, intending the City of Redmond to be a beneficiary of this agreement, hereby covenant and agree as follows:

1. Annexation to City of Redmond. The undersigned owners understand that at some future date the City of Redmond may desire to annex all or part of the property described on Exhibit B to the City and that annexation will result in the following consequences:
  - a. King County ordinances, resolutions, rules and regulations will cease to apply to the property upon the effective date of annexation;
  - b. City of Redmond ordinances, resolutions, rules and regulations will begin to apply to the property upon the effective date of annexation;
  - c. Governmental services, such as police, fire and utility service, will be provided to the property



by the City of Redmond upon the effective date of annexation;

- d. The property may be required to assume all or any portion of the City of Redmond indebtedness existing at the time of annexation and property tax rates and assessments applicable to the property may be higher or lower than those applicable prior to the effective date of annexation;
- e. Zoning and land use regulations applicable to the property after annexation may be different from those applicable to the property prior to annexation; and
- f. All or any portion of the property may be annexed and the property may be annexed in conjunction with, or at the same time as, other property in the vicinity.

With full knowledge and understanding of these consequences of annexation and with full knowledge and understanding of owners' rights to oppose annexation of the property to the City of Redmond, owners agree to sign a petition for annexation to the City of property including all or part of the property described on Exhibit B as provided in RCW 35.14.120, as it now exists or as it may hereafter be amended, at such time as the owners are requested by the City to do so. The owners also appoint the Mayor of the City as owners' attorney-in-fact to execute an annexation petition on owners' behalf in the event that owners shall fail or refuse to do so and agree that such signature shall constitute full authority from the owners for annexation as if owners had signed the petition themselves. Owners further agree not to litigate, challenge or in any manner contest, annexation to the City. This agreement shall be deemed to be continuing, and if owners' property is not annexed in response to one or more petitions for whatever reason, including a decision by the City not to annex, owners agree to sign any and all subsequent petitions for annexation. In the event that any property described on Exhibit B is subdivided into smaller lots, and/or ownership thereof is transferred, the purchaser or other transferee of each subdivided lot or other portion or the entirety of the property shall be bound by the provisions of this paragraph and by purchasing or otherwise assuming an ownership interest designates the Mayor of Redmond as attorney-in-fact as provided above.

- 2. Waiver of Right to Protest Formation of LID/ULID. The undersigned owners acknowledge that the entire property legally described on Exhibit B would be specially

benefited by the following utility improvements (specify):

1. Future storage facility to be constructed by Redmond or others to serve the property
2. Future water supply connection by Redmond to City of Seattle Tolt Supply System
3. Future water transmission/distribution mains which connect the site to City of Redmond water supply and storage facilities including, but not limited to water mains in the following streets, private roads or easements
  - a. 204th Avenue N.E.
  - b. 200th Avenue N.E.
  - c. 196th Avenue N.E.
  - d. N.E. 124th Street
  - e. N.E. 118th Street
  - f. 206th Avenue N.E.
  - g. N.E. 103th Place (Old Redmond Road)
  - h. N.E. 113th Place (Old Redmond Road)

Or by improvements providing substantially equivalent service to the property. Owners agree to sign a petition for the formation of an LID or ULID for all or any of the specified or substantially equivalent improvements at such time as one is circulated and owners hereby appoint the Mayor of the City as their attorney-in-fact to sign such a petition in the event owners fail or refuse to do so. By purchasing or otherwise acquiring an ownership interest in all or any part of the property, all transferees thereby so designate the Mayor of the City as attorney-in-fact.

With full understanding of owners' right to protest formation of an LID or ULID to construct such improvements pursuant to RCW 35.43.180, owners agree to participate in any such LID or ULID and to waive their right to protest formation of the same. Owners shall retain the right to contest the method of calculating any assessment and the amount thereof, and shall further retain the right to appeal the decision of the City Council affirming the final assessment roll to the superior court. Notwithstanding any other provisions of this agreement, this waiver of the right to protest shall only be valid for a period of ten (10) years from the date this agreement is signed by the owners.

3. Covenant Running With Land/Binding on Successors. The covenants and agreements set forth herein shall be covenants running with owners' land identified on Exhibit B hereto and shall be binding upon the parties, their heirs, assigns, and successors in interest. Owners acknowledge and stipulate that the agreements and covenants contained herein benefit utility and other property owned by the City by facilitating future

expansion of Redmond's water utility system. This agreement shall be recorded with the King County Department of Records and Elections.

DATED this 24<sup>th</sup> day of Dec, 1989.

OWNER

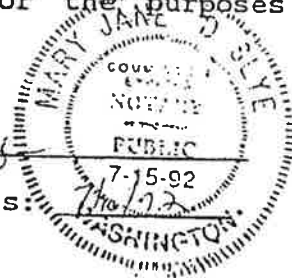
Burnett Construction Co.  
Trustee

STATE OF WASHINGTON )  
COUNTY OF King ) ss:

I certify that I know or have satisfactory evidence that F.H. Burnett signed this instrument and acknowledged it to be (his/her) free and voluntary act for the purposes mentioned in this instrument.

DATED this 24<sup>th</sup> day of Dec, 1989.

Mary Jane D. Cyle  
NOTARY PUBLIC  
My commission expires: 7-15-92



STATE OF WASHINGTON )  
COUNTY OF \_\_\_\_\_ ) ss:

I certify that I know or have satisfactory evidence that \_\_\_\_\_ signed this instrument and acknowledged it to be (his/her) free and voluntary act for the purposes mentioned in this instrument.

DATED this \_\_\_\_ day of \_\_\_\_\_, 1989.

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires: \_\_\_\_\_.

WOODINVILLE WATER DISTRICT  
SERVICE AREA AGREEMENTS INVENTORY

40278.02

AGENCY	DOCUMENT	ON MAP	DATE	DESCRIPTION	ADDITIONAL INFO REQUIRED	COMMENTS
City of Woodinville	I - 1	X	Apr. 26, 1994	Agreement between WWD and McAuliffes for side sewer service	X	Exhibit A - Legal is Tax Lot Number and not adequate to locate property, map is included





4. If either party resorts to litigation to enforce this agreement, the prevailing party shall recover all of its costs of litigation, including reasonable attorney's fees, and costs and attorney's fees incurred on appeal.

5. This agreement shall be recorded, at the cost of Owners, and shall be a covenant and equitable servitude running with the land legally described in Exhibit A and shall be binding upon the parties successors, heirs, and assigns.

WOODINVILLE WATER DISTRICT ("District")

By Robert B. Bandarra

Its General Manager

James W. Gillette  
("Owner")

James W. Gillette  
("Owner")

By \_\_\_\_\_

Its \_\_\_\_\_

Address 17617 - 88th Ave NE

Bothell, WA 98011

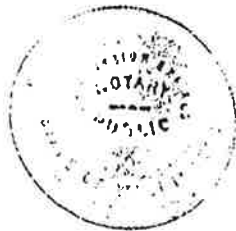
Telephone 206-486-8397

STATE OF WASHINGTON )

COUNTY OF KING )

ss.

I certify that I know or have satisfactory evidence that Robert B. Bandarra is the person who appeared before me, and said person acknowledged that he signed this instrument on oath stated that he was authorized to execute the instrument and acknowledged it as the General Manager of the WOODINVILLE WATER DISTRICT, a municipal corporation, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

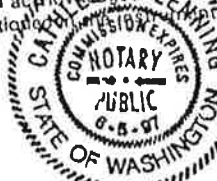


Dated April 29, 1994  
Deanna Hilbert  
Notary Public in and for the State  
of Washington, residing at Edmonds  
My Appointment Expires 1-30-96

STATE OF WASHINGTON )

COUNTY OF KING ) ss.

I certify that I know or have satisfactory evidence that James M. McAuliffe is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.



Dated April 26, 1994  
Cathleen F. Lenning  
Notary Public in and for the State  
of Washington, residing at Woodinville  
My Appointment Expires 6/5/97

STATE OF WASHINGTON )

COUNTY OF KING ) ss.

I certify that I know or have satisfactory evidence that Rosemary McAuliffe is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.



Dated April 26, 1994  
Cathleen F. Lenning  
Notary Public in and for the State  
of Washington, residing at Woodinville  
My Appointment Expires 6/5/97

STATE OF WASHINGTON )

COUNTY OF KING ) ss.

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument on oath stated that he/she was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated \_\_\_\_\_

Notary Public in and for the State  
of Washington, residing at \_\_\_\_\_  
My Appointment Expires \_\_\_\_\_

9405031440

**EXHIBIT A**

**LEGAL DESCRIPTION**

Tax Parcel Number 142605-9065-02. Located in the SW 1/4 of the SW 1/4 of Section 14,  
Township 26 North, Range 5 East, W.M., in King County Washington.

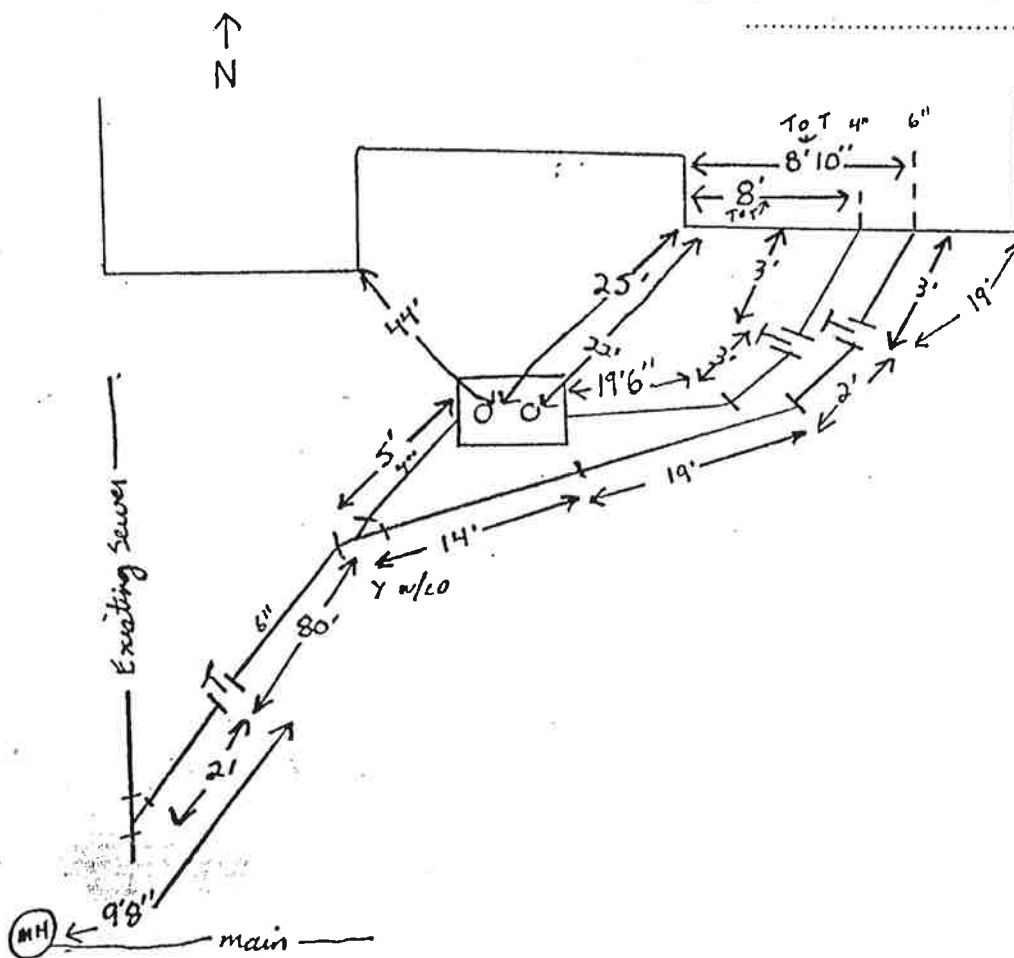
9405031440

QNR.W ☒ BASIC FEE .....  
PRIVATE ☐ FOOTAGE .....  
REPAIRS OR ☐ OTHER .....  
ALTERATIONS  
TOTAL FEE .....

WOODINVILLE, WASHINGTON  
483-9104

PERMIT NO. 0000000000  
ACCOUNT NO. 0000000000  
DWG NO. 0000000000  
DATE 00-00-00

OWNER: JAMES & ROSEMARY McAULIFFE CONTRACTOR: VAN MARZ  
HOUSE ADDRESS: 14410 NE 145th ST DESCRIPTION: LOT: BLK:  
NAME SUB-DIVISION: HOLLYWOOD SCHOOL HOUSE



TYPE TEST. Water  
RESULTS. 100%

I HEREBY CERTIFY THAT TESTING HAS BEEN APPROVED  
AND THE ABOVE CONNECTION HAS BEEN MADE AS SHOWN  
BY SE+km DATE 3-9-94  
INSPECTOR

PERMIT 1107

## REGULAR MEETING

April 5, 1994

Item 8(f): Hollywood Schoolhouse Sewer Waiver

### DISCUSSION:

Please refer to the attached March 18, 1994, letter to the District, from James and Rosemary McAuliffe, owners of the Hollywood Schoolhouse. We have advised the owners' project manager, Al Jackson, that the Board will be meeting on April 5, 1994, and not April 4, 1994, as their letter indicates. The property is located at the NE corner of NE 145th Street and 148th Avenue NE. Please see the attached map.

The owners have recently expanded the facilities at the Hollywood Schoolhouse, and have installed a new side sewer connection, as required for the new portion of the building. As the McAuliffe's have indicated, an existing produce stand is also located on the property, and they are requesting a sewer hook-up for the sinks and toilet facility at the produce stand.

The produce stand is located on the northern portion of the property. A side sewer from the produce stand to the existing side sewer would have to run about 230 feet to reach the existing sewer at NE 145th Street. However, Resolution 3028, adopted by the Board on October 19, 1993, states that the maximum length of side sewers shall be no more than 150 feet from the sewer main to the building. The McAuliffe's proposed side sewer is in excess of the allowed length.

To comply with the District's policy regarding maximum side sewer length, the property owner would be required to extend a new sewer main northward along 148th Avenue NE, to the northern property line.

Several factors must be noted regarding the northward extension of a sewer main along 148th Avenue NE. These factors are counterpoint to the District's policy regarding a sewer main extension:

- The Washington Department of Transportation has recently completed road improvement work at the intersection, and a sewer construction project would cause the new road-work to be torn up.
- The subject property is located in an isolated corner of the City of Woodinville. To our knowledge, the City has received no requests to annex areas to the north of the Hollywood Schoolhouse. Therefore, those areas to the north will remain outside of the Sewer Local Service Area, and will be ineligible for sewer service. Only two additional properties, immediately to the north are located within the City limits.
- The elevation profile along 148th Avenue NE drops, as one proceeds northward along 148th Avenue NE. Any future extension of a sewer from about the northern property line of the Hollywood Schoolhouse property will most likely need to drain by gravity in a northerly direction, and not tie into the existing main along NE 145th Street, or be pumped to NE 145th Street.
- Due to the topography, it is questionable whether the property immediately to the north can be served by gravity to NE 145th Street.



Please note that the produce stand is currently served by a separate meter, as required, and is billed as Hollywood Gardens Nursery. Sewer service would be added to this account.

**RECOMMENDED ACTION:**

Staff's recommendation has to be that the property owner must install a permanent sewer main along 148th Avenue NE, in accordance with District policy and resolutions. A variance to policy at this time could preclude future extension of the sewer. Further discussion by the Board and staff is warranted.

**FINANCIAL IMPACTS:**

Property owner will be responsible for the costs of the sewer main extension, through a developer extension agreement.

C:\WORD\MISCINQ\MCAULIF2.DOC

March 18th, 1994

Mr. Ed Cebon  
President of the Board of Commissioners  
Woodinville Water District  
17238 Woodinville-Duvall Road  
Woodinville, WA 98072

RE: Hollywood Schoolhouse

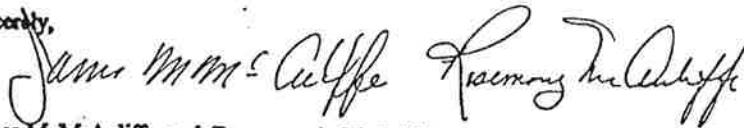
Dear Mr. Cebon,

We hereby request a sewer extension from the current 150 foot maximum sewer length now granted for our property via Resolution 3028, Sewer Extension #13. Our property is located at 14810 NE 145th and is known as the Hollywood Schoolhouse. We need the additional 230 foot extension to accomodate a sewer hookup for two sinks and a toilet facility at our produce stand site located on the same property.

The Hollywood Schoolhouse and produce stand share the same tax parcel lot, #142605-9065-02. The Schoolhouse building already has sewer hookup. It is only because the produce stand is located farther back on the property that we need to request this extension. The existing sewer system stub is at a depth to accomodate this extension. In addition, the 6" stub is large enough to handle our requirements as far as flow and capacity are concerned.

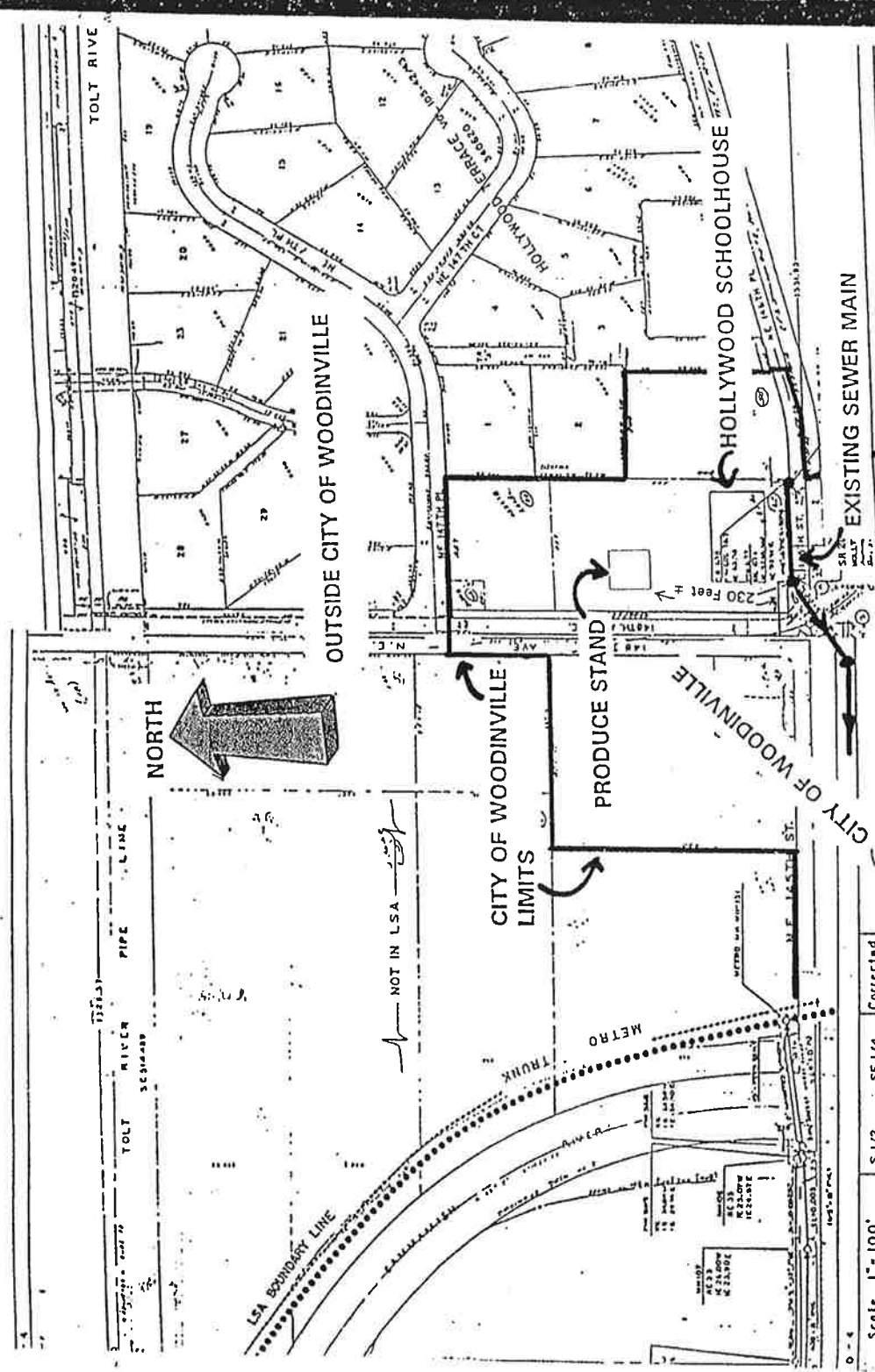
We also desire that our request be read and decided at your April 4th, 1994 meeting. If you or any other commissioners have any questions prior to the April 4th meeting please contact Mr. Al Jackson, our project manager, anytime at #481-7925. Thank you for your cooperation in this matter.

Sincerely,



James M. McAuliffe and Rosemary A. McAuliffe, owners

CC: Mr. Bob Bandarra, Mgr.-Woodinville Water District



Scale 1" = 100'		S 1/2	SE 1/4	Corrected	Sheet (S) N - 4	
A B		15 - 26 - 5		to 5/3/57		
					SEWER SYSTEM	
					Woodinville Water District	
					Woodinville	

Ringhill Transmission Main North

It was brought to the District's attention that there are wetlands on the properties involved in this project. A determination will now have to be made about how to address this issue and this will slow the progress of this project. Mr. Pick is still awaiting receipt of the clearing and grading permit.

Sammamish Reservoir Permit Close-out

Mr. Pick informed the Board that the District should receive a letter in the near future from the City of Woodinville accepting the proposed improvements thereby allowing the County to approve the project.

B. Lateconer Agreement Resolution Modification

It was moved by Commissioner Maxfield to approve Resolution No. 3062, establishing policies for reimbursement agreements for developer extension agreements revoking Resolution No. 2825. Seconded by Commissioner Harrell. So ordered.

C. Westbrook Estates

Mr. Bostic and Mr. Meacham, general counsel representing Mr. Bostic, were present. Discussion ensued regarding Mr. Bostic's position with regard to this issue. It was apparent that this issue could not be resolved at this meeting, as there are too many policy conflicts between the City of Redmond and the District that still need to be addressed.

The Board's direction was to have Mr. Ruark meet with staff to discuss several issues regarding this project in an effort to discover solutions that will meet the requirements of all parties involved. Mr. Ruark will provide a written position on this matter for the April 19th Board meeting (Mr. Ruark will not be in attendance at that meeting).

D. Public Works Trust Fund Applications

It was moved by Commissioner Maxfield to authorize the General Manager to give notice to proceed to CHS Engineers to prepare Public Works Trust Fund Applications for the NE 175th Street Sewer Replacement Project and the Aspenwood Standpipe Construction Project. Seconded by Commissioner Harrell. So ordered.

E. City of Woodinville 140th Avenue NE Project -- AC Water Main Replacement

It was moved by the Commissioner Maxfield to authorize the General Manager to give notice to proceed to CHS Engineers to begin design of the 140th Avenue NE Water Main Replacement Project and authorize an additional \$100,000 to the AC project for 1994. Seconded by Commissioner Harrell. So ordered.

F. Hollywood Schoolhouse Sewer Waiver

It was moved by Commissioner Maxfield to approve a one time variance to the District's policy to allow the installation of a side sewer in excess of 150 feet. Approval is based on the questionable topography of the area and as to whether or not additional sewer services will ever be requested to the north of this extension. An agreement will be executed and recorded against the property clearly stating the conditions of land use. If the fruit stand is demolished and land use changed to a higher density multi-building use or a single family residence, the variance will become null and void. Should any of those

conditions occur, a permanent sewer extension will be required. Seconded by Commissioner Harrell. Motion carried 3-0. So ordered.

10. SIGN APPROVED RESOLUTIONS

- (a) Final Project Acceptance, Woodinville Alliance Church, DE 93-11

11. SIGNIFICANT CORRESPONDENCE

- (a) City of Bellevue - Water Works Group, Letter

No comments or action taken regarding this correspondence.

- (b) Mr. Bob Howell, Letter

The Board directed staff to respond to Mr. Howell's letter regarding water quality with direct input from general counsel.

The meeting was recessed for a short break at 8:30 PM and will reconvene into Executive Session at 8:35 PM.

Commissioner Cebon called to meeting back to order at 8:35 PM.

14. EXECUTIVE SESSION

- (a) Personnel Issue

The Board came out of Executive Session at 8:46 PM.

12. COMMISSIONER'S FOLLOW-UP

Commissioner Cebon mentioned that the proposed purveyor contract amendment is out of the Seattle Utilities subcommittee, chaired by Councilmember Nolan, with a pass vote.

Commissioner Maxfield discussed the issue of equity with the RWA members.

Commissioner Harrell suggested a ribbon cutting ceremony for the Demonstration Garden Open House on April 30, 1994. Commissioner Harrell asked about Congresswoman Cantwell's attendance. Representative Cantwell will not confirm attendance at this time.

13. ATTORNEY'S REPORT

There were no items for discussion under Attorney's Report.

15. ADJOURNMENT

There being no further business, It was moved by Commissioner Maxfield to adjourn at 8:52 PM. Seconded by Commissioner Harrell. So ordered.



WOODINVILLE WATER DISTRICT  
SERVICE AREA AGREEMENTS INVENTORY

40278.02

AGENCY	DOCUMENT	ON MAP	DATE	DESCRIPTION	ADDITIONAL INFO REQUIRED	COMMENTS
Northshore Utility District	N - 1	X	Nov. 20, 1969	Interim Sewer Service Agreement between KCWD 104, NE Lk. Wash Sewer District and AERO Kirkland Associates		Exhibit A - Legal description attached, no map
	N - 2		Feb. 19, 1970	Interim Sewer Service Agreement between KCWD 104 and NE Lk. Wash Sewer District		
	N - 3	X	June 16, 1971	Interim Sewer Service Agreement between KCWD 104, NE Lk. Wash Sewer District and the Boeing Company		Exhibit A - Legal description, no map
	N - 4		Apr. 4, 1977	Interim Sewer Service Agreement between KCWD 104 and NE Lk. Wash. Sewer District	X	Exhibit A - Totem Estates, K.C. file No. 7612070638, pg. 41 & 42, need map or metes and bounds legal description
	N - 5		Dec. 2, 1977	Authorization from KCWD 104 giving the right to NE Lk. Wash. Sewer District to serve parcel	X	Tx Lot 18, SW 1/4, 22-26-5, not an adequate legal to define location, no map
	N - 6		Dec. 15, 1978	Letter from WWD to NE Lk. Wash Sewer District releasing an area for sewer service	X	Kingsgate Vista & Kingsmoor - Legals not attached, no map

# WOODINVILLE WATER DISTRICT

40278.02

## SERVICE AREA AGREEMENTS INVENTORY (Continued)

1/25/2006

AGENCY	DOCUMENT	ON MAP	DATE	DESCRIPTION	ADDITIONAL INFO REQUIRED	COMMENTS
NUD	N - 7		Dec. 12, 1979	Letter from WWD 104 permitting NE Lk. Wash. Sewer District to serve Hans VanDerHotten preliminary	X	Hans VonDerHotten Short Plat - Dec. 11, 1979 legal questionable, no map
	N - 8	X	Sep. 22, 1980	Resolution No. 1980-9-17, authorizing Interim Sewer Service Agreement permitting NE Lk. Wash. Sewer District to serve property in WWD 104 area		Exhibit A - Legal description same as N-9, no map, WD Res. 1082. Resolution was not clear
	N - 9	X	Dec. 15, 1980	Resolution No. 1132, authorizing Interim Sewer Service Agreement permitting NE Lk. Wash. Sewer District to serve property in WWD		Exhibit A - Legal description same as N-8, no map, SD Res. 1132. Resolution was not clear
	N - 10	X	Mar. 4, 1987	Sewer Service Agreement between NE Lk. Wash Sewer and Water District, WWD and DSHS		Exhibit A - Legal description attached, no map
	N - 11	X	July 10, 1995	Interim Sewer Service Agreement between WWD and NUD for sewer service to Allison Estates	X	Exhibit A - Legal description attached, no map "Allison Estates"
	N - 12	X	Oct. 3, 1997	Interim Sewer Service Agreement between WWD and NUD for sewer service to Cambridge Heights		Exhibit A - Legal description attached, map is included but not clear

WOODINVILLE WATER DISTRICT

40278.02

SERVICE AREA AGREEMENTS INVENTORY (Continued)

1/25/2006

AGENCY	DOCUMENT	ON MAP	DATE	DESCRIPTION	ADDITIONAL INFO REQUIRED	COMMENTS
NUD	N - 13		Jan. 4, 1999	Interim Sewer Service Agreement between WWD and NUD for sewer service to McKinley Short Plat	X	Exhibit A - Legal description attached, need copy of plat of Winchester Hills, Div. 2, Vol. 151, Pg. 44-51 to locate parcel. "McKinley Short Plat"
	N - 14	X	Mar. 9, 2000	Interim Sewer Service Agreement between WWD and NUD for sewer service to 13025 NE 144th Pl, Kirkland, WA		Exhibit A - Legal description attached, map is included
	N - 15	X	Dec. 6, 2000	Interim Sewer Service Agreement between WWD and NUD for sewer service to NE 140th St./132nd Ave. NE, Kirkland, WA		Exhibit A - Legal description attached, map is included (not clear)
	N - 16	X	Sep. 13, 2004	Interim Sewer Service Agreement between WWD and NUD for sewer service to Perkins Lane		Exhibit A - Legal description attached, map is included
	N - 17			Interim Sewer Service Agreement between WWD and NUD for sewer service to Crescent Court		
	N - 18			Interim Sewer Service Agreement between WWD and NUD for sewer service to Norman Court		

## INTERIM SEWER SERVICE AGREEMENT

Parties

6595076

NORTHEAST LAKE WASHINGTON SEWER DISTRICT, herein called Sewer District, WATER DISTRICT NO. 104, herein called Water District, and AERO KIRKLAND ASSOCIATION, a non-profit Washington corporation, herein called Developer, agree as follows:

Real  
Property

1. Developer owns land in King County, which is described on Exhibit A, hereto attached. This land will hereinafter be referred to as "the property".

Location

2. The property is within the territorial limits of the Water District but not the Sewer District. The property can be provided sanitary sewer service on a temporary basis by installation of intercepting sewer lines to discharge sewage into the Sewer District's lines.

3. The Sewer District will provide temporary sewer service to Developer for the property under the terms of this agreement.

- a. Developer will at his own expense install all sewer lines within the property, and the interceptor or connecting line to the Sewer District's existing sewer lines.
- b. Developer will pay the Sewer District a hook up charge in lieu of assessment based on the current area charges of the Sewer District, namely \$.02 a square foot.
- c. Developer will construct the system of sewers in compliance with the sewer specifications of the Sewer District, and the plans therefor will be approved by both the Sewer District and Water District prior to construction.

6595076

554  
d. Developer will execute and deliver a bill of sale for the sanitary sewage lines and appurtenances built by it outside the property, transferring ownership to the Sewer District.

Developer shall warrant its title and right to convey and that the lines are free of defects in labor and materials for a period of one year from the date of transfer to the Sewer District.

e. As a covenant running with the property, Developer agrees that it will apply to the Sewer District for sewer service connection permit as provided in the Sewer District's resolution No. 1966-3-3 as amended or hereafter amended.

f. As a covenant running with the land and binding on each and every lot or tract in the property, developer as owner agrees that the property will be subject to all liens or remedies now existing or hereafter provided by law or resolution of the Sewer District for the enforcement and collection of sewer service charges or compliance with sewer service regulations of the Sewer District, and agrees that the property will be obligated for payment of sewer service charges, sewer service connection fees, metro sur-charges, or other charges as provided generally for the Sewer District, to the same extent as if the property were located within the territorial limits of the Sewer District.

Operation & Maintenance

5. When the connecting or interceptor sewers for the property have been certified by the Sewer District's engineers as complete and as built in accordance with Sewer District specifications, and when the said sewers and appurtenances have been transferred to the Sewer District as provided in paragraph 4, sub-paragraph d, the Sewer District shall accept the same for operation and maintenance. All billing for sewer service and collection shall be performed by the Sewer District.



transfer of  
system to  
successor

6. Whenever the Water District or other municipality territorially including the property and authorized to provide sewer service provides gravity flow sewer service available to the property within a distance of 300 feet from the property, such municipality or Sewer District may at any time notify the other that the Sewer District's obligation to furnish sewer service shall cease in thirty days and the system serving the property shall be connected to such municipality's available system on a permanent basis, and the connection to the Sewer District's line shall be disconnected. The cost of the connecting line, costs of connection and disconnection shall be borne by the developer. Thereafter, all other obligations of the Sewer District shall cease under this agreement save and except the Sewer District shall transfer ownership of the sewer system within the property to the municipality providing such permanent service. Upon the completion of said transfer of ownership, sewer service shall be furnished in accordance with the rules and regulations of the transferee.

7. The Sewer District will not entertain any petition to annex the property to the Sewer District without the prior approval of the Water District. Nothing contained herein shall be construed to modify the judgment entered July 22, 1964 in King County Superior Court Cause No. 607978 defining the rights of the Sewer District and the Water District with regard to annexations.

DATED this 20<sup>th</sup> day of November, 1969.

NORTHEAST LAKE WASHINGTON SEWER  
DISTRICT

By Carl Wilson, Governor

KING COUNTY WATER DISTRICT NO. 104

By Wallace H. Anderson

PRESIDENT

5576

AERO KIRKLAND ASSOCIATION,  
a non-profit Washington corporation

By Walter E. Berg  
President

By Ray W. Johnson  
Secretary

633076

STATE OF WASHINGTON )  
                          ) ss.  
County of King )

On this 17<sup>th</sup> day of November, 1969, before me, the undersigned, a Notary Public, personally appeared WALTER E. BERG and RAY W. JOHNSON, to me known to be the President and Secretary of AERO KIRKLAND ASSOCIATION, the corporation described in and which executed the foregoing instrument, and acknowledged that they signed the same with full authority so to do as the voluntary act and deed of said corporation for the uses and purposes therein mentioned.

WITNESS my hand and seal hereto affixed the day and year in this certificate above written.



Ronald J. Maes  
NOTARY PUBLIC (in and for the State  
of Washington; residing at Seattle

That portion of the South one-half of the Southwest one-quarter of the Southwest one-quarter of Section 22, Township 26 North, Range 5 East, W.M., more particularly described as follows:

6595076 Commencing at the Southwest corner of said section; thence North  $02^{\circ}07'16''$  East along the Westerly line of said section a distance of 358.81 feet; thence South  $88^{\circ}10'28''$  East 30.00 feet to a point in the Easterly margin of 132nd Avenue, N. E., 60.00 feet wide, and the true point of beginning for this description; thence continuing South  $88^{\circ}10'28''$  East 150.00 feet; thence North  $02^{\circ}07'16''$  East 134.40 feet; thence North  $88^{\circ}10'11''$  West 8.00 feet; thence North  $02^{\circ}07'16''$  East 53.00 feet; thence South  $88^{\circ}10'05''$  East 78.00 feet; thence North  $02^{\circ}07'16''$  East 111.29 feet to the North line of said South one-half; thence South  $88^{\circ}08'39''$  East along said North line a distance of 859.51 feet; thence South  $24^{\circ}29'06''$  West 160.07 feet to a point in a non-tangent curve concave Southwesterly and having a radius of 99.00 feet, a radial from said point bears South  $35^{\circ}00'00''$  West; thence Southeasterly along said curve through a central angle of  $42^{\circ}57'25''$  an arc distance of 72.44 feet; thence South  $88^{\circ}11'04''$  East 247.97 feet to a point in the Easterly line of the South one-half of the Southwest one-quarter of the Southwest one-quarter of said section; thence South  $02^{\circ}02'02''$  West along said Easterly line a distance of 434.99 feet to the Northerly margin of N. E. 132nd Street; thence North  $88^{\circ}11'03''$  West along said Northerly street margin and parallel with the South line of said section a distance of 819.49 feet; thence North  $02^{\circ}02'02''$  East 234.69 feet to a point in a non-tangent curve concave Northeasterly and having a radius of 174.00 feet; thence Northwesterly along said curve through a central angle of  $22^{\circ}11'43''$  on arc distance of 67.40 feet to a point of reverse curve concave Southwesterly having a radius of 126.00 feet; thence Northwesterly along said curve through a central angle of  $41^{\circ}24'32''$  an arc distance of 91.06 feet; thence tangent to said curve North  $88^{\circ}11'04''$  West 328.23 feet to the beginning of a tangent curve concave Southeasterly and having a radius of 20.00 feet; thence Southwesterly along said curve through a central angle of  $89^{\circ}41'40''$  on arc distance of 31.31 feet to a point in the Easterly margin of said 132nd Avenue, N. E.; thence North  $02^{\circ}07'16''$  East along said Easterly street margin 63.39 feet to the true point of beginning.

Containing an area of 13.58 acres, more or less.

EXHIBIT A

Produced Pursuant to Dec 4 1969 11:03 AM  
Request of N.E. Lake Wash. Sewer Dist.  
ROBERT A. MORRIS, County Auditor.

N-2

INTERIM SEWER SERVICE AGREEMENT

Northeast Lake Washington Sewer District, hereinafter called "Sewer District" and King County Water District No. 104, hereinafter called "Water District," agree as follows:

1. Certain real property, herein called "the property," is described in Exhibit A, attached hereto.

2. The property is within the boundaries of the Water District, but not the Sewer District. The property can be provided with sanitary sewer service on a temporary basis by installation of sewer lines to discharge sewage into the Sewer District's line.

3. The Sewer District will provide temporary sewer service for the property under the terms of this agreement.

- (a) The owner of the property or the Sewer District will install all necessary sewer lines necessary to provide temporary sewer service to the property at no expense to the Water District, and without the formation of a utility local improvement district within the boundaries of the Water District.
  - (b) The system of sewers will be designed and constructed to meet the sewer specifications of both the Sewer District and the Water District, with a one year warranty against defects.
  - (c) On completion of construction title to the sewer system shall be held by the Sewer District.
  - (d) The Sewer District shall provide sewer service to the property subject to its regular terms and conditions for service, charges for sewer hookup, and charges for sewer service.
-

(e) The owner of the property shall agree as a covenant running with the land that the property shall be subject to all liens or remedies now existing or hereafter provided by law or by resolution of the Sewer District for the collection of charges made for sewer service to the same extent as if the property were located within the boundaries of the Sewer District.

4. The Water District, which is authorized to provide sewer service, may give written notice of not less than thirty (30) days to the Sewer District and to the owner or owners of the property of its intention to provide sewer service to the property. The notice shall specify the date when the Water District will commence to provide said sewer service on a permanent basis.

5. If the owner of the property has approved this agreement, the owner shall pay the cost of connection to the Water District's sewer line, the cost of disconnection from the Sewer District's line, and the cost of the connecting line. If the connecting line exceeds 300 feet in length, the cost of the connecting line in excess of 300 feet shall be borne by the Water District.

6. After the Water District commences to provide sewer service to the property, all obligations of the Sewer District shall cease save and except that the Sewer District shall transfer ownership of the sewer system to the Water District. Upon the transfer of ownership sewer service shall be furnished in accordance with the rules and regulations of the Water District.

7. The Sewer District shall not entertain any petition to annex the property to the Sewer District without the prior



approval of the Water District. Nothing contained herein shall be construed to modify the judgment entered July 22, 1964, in King County Superior Court Cause No. 607978 defining the rights of the Sewer District and the Water District with regard to annexation.

8. The execution of this agreement has been approved by Resolution No. 1976-3-12 of the Sewer District, and by Resolution No. 631 of the Water District.

9. This agreement shall be effective when executed by the Sewer District and the Water District and shall be binding even if not signed by the owner of the property.

Dated 19 February, 1976.

NORTHEAST LAKE WASHINGTON SEWER  
DISTRICT

BY *Raymond E. Sparling*  
Its President

KING COUNTY WATER DISTRICT NO. 104

BY *[Signature]*  
Its President

The undersigned owner of the property hereby approves the foregoing agreement.

DATED \_\_\_\_\_, 19 \_\_\_\_.

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Owner

EXHIBIT A.

1. Plat of Kingswood Valley No. 1 and 2, King County,  
Washington.
2. Plat of Kingswood Valley No. 3, King County,  
Washington.
3. Woodinville Junior High School:

That portion of the SE 1/4 of the NW 1/4 of Section 16, Township 26 North, Range 5 East, W.M., King County, Washington, described as follows:

Beginning at the Southwest corner of said subdivision; thence N 3°23'10" E along the West line of said subdivision 1273.87 feet to the Southerly margin of N.E. 160th Street; thence S 89°04'34" E along said margin 458.80 feet to the beginning of a curve to the right, having a radius of 958.00 feet; thence Easterly along said curve through a central angle of 6°39'03" an arc length of 111.20 feet; thence S 3°23'10" W 592.92 feet; thence S 89°01'32" E 114.98 feet; thence S 3°23'10" W 675.00 feet to the South line of said subdivision; thence N 89°01'32" W, along said South line 685.00 feet to the POINT OF BEGINNING.

Embracing an Area of 18.432 Acres.

16 - JUNE - 76  
N-3

## INTERIM SEWER SERVICE AGREEMENT

NORTHEAST LAKE WASHINGTON SEWER DISTRICT, herein called Sewer District, WATER DISTRICT NO. 104, herein called Water District, and THE BOEING COMPANY, herein called Developer, agree as follows:

1. Developer is acting under a license agreement with the United States of America, Department of Housing and Urban Development ("the Government"), pursuant to a contract between Developer and the Government for the development, management, operation and resale of the Operation BREAKTHROUGH Prototype Housing Site in King County, Washington, pending conveyance of the real estate hereinafter described to Developer by the Government for use in the Operation BREAKTHROUGH project. The Government currently owns aforesaid real estate in King County, Washington, which is described as Exhibit A, hereto attached. This land will hereinafter be referred to as "the property".
2. The property is within the territorial limits of the Water District but not the Sewer District.
3. The Sewer District will provide temporary sewer service to Developer for the property under the terms of this agreement.
  - a. Developer will at his own expense install all sewer lines within the property, any required pumping equipment, or other appurtenances, and connecting line to the Sewer District's existing sewer lines.
  - b. Developer will pay the Sewer District a Hook Up charge in Lieu of Assessment based on the current area charges of the Sewer District, namely, \$.01 a square foot and Zone and Terminal assessment at \$6.51 per front foot, at a time prior to installation of sanitary sewer system to service the development of Operation BREAKTHROUGH.
  - c. Developer will construct the system of sewers in compliance with the sewer specifications of the Sewer District, and the plans therefor will be approved by both the Sewer District and the Water District prior to construction.

d. Developer will execute and deliver a bill of sale for the sanitary sewage collection system when and as built by him, transferring ownership to the Sewer District. Developer shall warrant his title and right to convey and that the system is free of defects in labor and materials for a period of one year from the date of transfer to the Sewer District.

e. As a covenant running with the property, Developer agrees that as buildings are erected on the lots, each builder or owner will apply to the Sewer District for sewer service connection permit as provided in the Sewer District's resolution No. 1966-3-3 as amended or hereafter amended.

f. As a covenant running with the land and building on each and every lot or tract in the property, Developer agrees that the tracts or lots will be subject to all liens or remedies now existing or hereafter provided by law or resolution of the Sewer District for the enforcement and collection of sewer service charges or compliance with sewer service regulations of the Sewer District, and agrees that each tract or lot will be obligated for payment of sewer service charges, sewer service connection fees, meter sur-charges, or other charges as provided generally for the Sewer District, to the same extent as if the property were located within the territorial limits of the Sewer District.

g. Developer agrees to pay the Sewer District a monthly sewer charge. Monthly sewer charges will be paid by the owner as each house is occupied.

4. When the system of sewers for the property has been certified by the Sewer District's engineers as complete and as built in accordance with Sewer District specifications, and when the system has been transferred to the Sewer District as provided in paragraph 4, subparagraph d, the Sewer District shall accept the same for operation and maintenance. All billing for sewer service and collection shall be performed by the Sewer District.

5. Whenever the Water District or other municipality territorially including the property and authorized to provide sewer service provides gravity flow sewer service available to the property within a distance of 300 feet from the property, such municipality or Sewer District may at any time notify the other that the Sewer District's ob-

ligation to furnish sewer service shall cease in thirty days and the system serving the property shall be connected to such municipality's available system on a permanent basis, and the connection to the Sewer District's line shall be disconnected. The cost of the connecting line, costs of connection and disconnection shall be borne by the Developer, and when completed, any pumping equipment and/or other appurtenances which had been used for temporary service shall become the property of the Developer. Thereafter, all other obligations of the Sewer District shall cease under this agreement save and except the Sewer District shall transfer ownership of the sewer system within the property to the municipality providing such permanent service. Upon the completion of said transfer of ownership, sewer service shall be furnished in accordance with the rules and regulations of the transferee.

6. The Sewer District will not entertain any petition to annex the property to the Sewer District without the prior approval of the Water District. Nothing contained herein shall be construed to modify the judgment entered July 22, 1964 in King County Superior Court Cause No. 607978 defining the rights of the Sewer District and the Water District with regard to annexations.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 197

NORTHEAST LAKE WASHINGTON  
SEWER DISTRICT

*Malcolm L. Hampton*

KING COUNTY WATER DISTRICT NO. 104

By *Malcolm L. Hampton*

THE BOEING COMPANY  
Aerospace Group

By *R. L. Brewster*  
R. L. Brewster  
Program Manager  
Operation BREAKTHROUGH

Attest:

*[Signature]*  
Asst. Sec'y



STATE OF WASHINGTON     )  
                                  ) ss  
COUNTY OF KING         )

On this 16<sup>th</sup> day of JUNE, 1971, before  
me, the undersigned, a Notary Public in and for the State of Washington, duly  
commissioned and sworn, personally appeared R. L. Brewster  
and R. J. Cole to me know to be the  
Project Manager, Operation Breakthrough Asst. Secretary  
of THE BOEING COMPANY, a Delaware corporation, the corporation that exe-  
cuted the foregoing instrument and acknowledged the said instrument to be the free  
and voluntary act and deed of said corporation, for the uses and purposes therein  
mentioned, and on oath stated that they are authorized to execute the said instru-  
ment and that the seal affixed is the corporate seal of said corporation.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year  
in this certificate above written.

James L. Rayburn  
Notary Public in and for the State of  
Washington, residing at KENT, Wn.

EXHIBIT "A"

TO

INTERIM SEWER SERVICE AGREEMENT

All that certain real property situated in King County, Washington and being a portion of Section 16, T.26 N., R.5 E., of W.M. and being more particularly described as follows:

Beginning at the South quarter corner of said Section 16, said point being in the centerline of 124th Avenue N.E.;

Thence along the southerly line of said Section 16 N. 89° 19' 01" W., 30.04 feet to the point of intersection with the Westerly line of said 124th Avenue;

Thence along said westerly line N. 3° 34' 58" E. 452.10 feet; to the True Point of Beginning;

Thence N. 86° 25' 02" W., 1299.63 feet to the point of intersection with the westerly line of the East 1/2 of the S.W. 1/4 of said Section 16;

Thence along said westerly line, N. 1° 47' 04" E., 942.72 feet;

Thence leaving said westerly line N. 46° 8' 44" E., 619.18 feet; thence S. 62° 37' 36" E., 994.94 feet to the Westerly line of said 124th Avenue;

Thence along last said westerly line, S. 3° 34' 58" W., 996.95 feet to the True Point of Beginning.

Containing 35.962  $\pm$  acres.

WATER DISTRICT NO. 104

KING COUNTY, WASHINGTON

RESOLUTION NO. 716 710

A RESOLUTION of the Board of Commissioners of Water District No. 104, King County, Washington authorizing Interim Sewer Service Agreement for Totem Estates.

BE IT RESOLVED by the Board of Commissioners of Water District No. 104, King County, Washington, that Interim Sewer Service Agreement with Northeast Lake Washington Sewer District for temporary sewer service for Totem Estates in the form attached hereto and incorporated herein by this reference, is hereby approved, and the President, Thomas D. Gaffney, is hereby authorized to execute said agreement on behalf of the District.

ADOPTED by the Board of Commissioners of Water District No. 104, King County, Washington, at a regular meeting thereof this 4th day of April, 1977.

President-Commissioner

Vice President-Commissioner

Attest:

Secretary-Commissioner

#### INTERIM SEWER SERVICE AGREEMENT

Northeast Lake Washington Sewer District, hereinafter called "Sewer District" and King County Water District No. 104, hereinafter called "Water District," agree as follows:

1. Certain real property, herein called "the property," is described in Exhibit A, attached hereto.

2. The property is within the boundaries of the Water District, but not the Sewer District. The property can be provided with sanitary sewer service on a temporary basis by installation of sewer lines to discharge sewage into the Sewer District's line.

3. The Sewer District will provide temporary sewer service for the property under the terms of this agreement.

- (a) The owner of the property or the Sewer District will install all necessary sewer lines necessary to provide temporary sewer service to the property at no expense to the Water District, and without the formation of a utility local improvement district within the boundaries of the Water District.
- (b) The system of sewers will be designed and constructed to meet the sewer specifications of both the Sewer District and the Water District, with a one year warranty against defects.
- (c) On completion of construction, title to the sewer system shall be held by the Sewer District.
- (d) The Sewer District shall provide sewer service to the property subject to its regular terms and conditions for service, charges for sewer hookup, and charges for sewer service.
- (e) The owner of the property shall agree as a covenant running with the land that the property shall be subject to all liens or remedies now existing or hereafter provided by law or by resolution of the Sewer District for the collection of charges made for sewer service to the same extent as if the property were located within the boundaries of the Sewer District.

4. The Water District, which is authorized to provide sewer service, may give written notice of not less than thirty (30) days to the Sewer District and to the owner or owners of the property of its intention to provide sewer service to the property. The notice shall specify the date when the

Water District will commence to provide said sewer service on a permanent basis.

5. The Sewer District shall pay the cost of disconnection from the Sewer District's line, and the cost of the connecting line to the Water District sewer line. If the connecting line exceeds 300 feet in length, the cost of the connecting line in excess of 300 feet shall be borne by the Water District.

6. After the Water District commences to provide sewer service to the property, all obligations of the Sewer District shall cease save and except that the Sewer District shall transfer ownership of the sewer system to the Water District. Upon the transfer of ownership, sewer service shall be furnished in accordance with the rules and regulations of the Water District.

7. The Sewer District shall not entertain any petition to annex the property to the Sewer District without the prior approval of the Water District. Nothing contained herein shall be construed to modify the judgment entered July 22, 1964, in King County Superior Court Cause No. 607978 defining the rights of the Sewer District and the Water District with regard to annexation.

8. The execution of this agreement has been approved by Resolution No. \_\_\_\_\_

\_\_\_\_\_ of the Sewer District, and by Resolution No. \_\_\_\_\_ of the Water District.

Dated \_\_\_\_\_, 19\_\_\_\_.

NORTHEAST LAKE WASHINGTON SEWER DISTRICT

By \_\_\_\_\_  
Its President

KING COUNTY WATER DISTRICT NO. 104

By Thomas O. Doffney  
Its PRESIDENT

The undersigned owner of the property hereby approves the foregoing agreement.

Dated March 14, 1977.

WASHINGTON SERVICES, INC.

E. R. Knutson  
E. R. KNUTSON, President

Charles R. Richmond  
CHARLES R. RICHMOND, Vice President



STATE OF WASHINGTON )  
COUNTY OF KING ) SS

On this 4th day of April, 1977, before me personally appeared Thomas D. Gaffney, to me known to be the President of the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

Given under my hand and official seal the day and year last above written.

Barbara C. Lee  
Notary Public in and for the State of Washington  
residing at Bellevue

STATE OF WASHINGTON )  
COUNTY OF KING ) SS

On this 14th day of March, 1977, before me personally appeared E. K. Knutson and Charles R. Richmond, to me known to be the President and Vice President, respectively, of the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

Given under my hand and official seal the day and year last above written.

Mary L. Webb  
Notary Public in and for the State of Washington  
residing at Seattle

STATE OF WASHINGTON )  
COUNTY OF KING ) SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_ of the corporation that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that \_\_\_\_\_ is authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

Given under my hand and official seal the day and year last above written.

\_\_\_\_\_  
Notary Public in and for the State of Washington,  
residing at \_\_\_\_\_

EXHIBIT "A"

TOTEM ESTATES, as recorded in King County, File #7612070638,  
Pages 41 and 42

EXHIBIT "A"



# WATER DISTRICT NO. 1

P.O. Box 244  
Woodinville, Washington 98072  
486-8195

COMMISSIONERS  
Thomas D. Gallney  
Clarence G. Gruning  
George R. Snyder

December 2, 1977

Northeast Lake Washington Sewer  
12019 Holmes Pt. Dr.  
Kirkland, WA 98033

Subj:Tx Lt 18 SW 22-26-5

Gentlemen;

King Co. Water District #104 gives you the right to serve  
above said property with sewer services until such time as  
we can .

  
Curtis J. Druskland, Manager

CJB:kp

RECEIVED

DEC 19 1977

N.E.L.W.S.D.



# WATER DISTRICT NO. 104

P.O. Box 644  
Woodinville, Washington 98072  
486-8195

COMMISSIONERS  
Thomas D. Gaffney  
Clarence G. Grening  
Louise Miller

December 15, 1978

N. E. Lk. Wash. Sewer Dist.  
12019 Holmes Pt. Dr.  
Kirkland, WA 98033

Subj: Kingsgate Vista  
Kingsmoor

Gentlemen;

Water District #104 has been requested by Rudy Podany, the developer of Kingsgate Vista and Kingsmoor to write a letter concerning sewers for these two plots, legal descriptions attached.

Water District #104 does not now have sewers in this area nor does Water District #104 anticipate sewerage in this area in the future. The topograph falls toward North East Lake Washington's drainage basin. Therefore, Water District #104 does hereby release this area to the North East Lake Washington Sewer District for sewer service.

*Curtis J. Bruckland*  
Curtis J. Bruckland, Mgr.

CJB:kp

RECEIVED

DEC 20 1978

N.E.L.W.S.D.



## WATER DISTRICT NO. 104

P.O. Box 644  
Woodinville, Washington 98072  
486-8195

COMMISSIONERS  
Clarence G. Gering  
Louise Miller  
Donovan E. Olson

December 11, 1979

NE Lake Wash. Sewer & Water District  
12019 - Holmes Pt. Dr.  
Kirkland, WA 98033

Subj: Sewer service - Hans VonDerHoffen - Preliminary Plat

King County Water District #104 has received a request for sewers for a parcel of land located south of NE 160 and east of 124 NE. Legal description is as follows:  $\frac{1}{2}$  of the NE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of 16-26-5.

This property is within the boundaries of Water District #104. The Water District does not at present have sewers in this area. Therefore the Water District will permit Northeast Lake Washington Sewer District to serve the property with sewers. If at some time in the future the Water District does construct sewers and is capable of serving this area the Water District reserves the right to regain these customers as its customers. This agreement shall remain in force until Water District 104 commences service to these customers or termination is agreed upon by the Water District.

King County Water District #104

Curtis J. Bruskland, Mgr.

Northeast Lake Washington Sewer &  
Water District  
Ronald A. Gehrke

Curtis J. Bruskland  
Date Dec. 12, 1979

\_\_\_\_\_  
Date \_\_\_\_\_





N-5

RESOLUTION 1980-9-17

A RESOLUTION of Northeast Lake Washington Sewer and Water District of King County, Washington, authorizing execution of Interim Sewer Service Agreement with Water District No. 104.

WHEREAS, the District has common boundaries with King County Water District No. 104, hereinafter referred to as "No. 104"; and

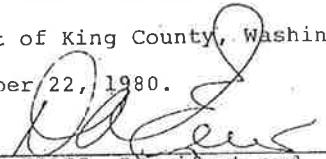
WHEREAS, the District has received a request from a property owner within "No. 104" for service; and


WHEREAS, "No. 104" is willing to permit the District to temporarily serve said owner's property located within the boundaries of "No. 104"; and

WHEREAS, both Districts thereof are authorized by Chapter 39.34 of the Revised Code of Washington to enter into an Intergovernmental Cooperative Agreements; now, therefore,

BE IT RESOLVED that the execution of an Interim Sewer Service Agreement between the District and King County Water District No. 104 signed August 11, 1980, is hereby ratified and confirmed, said agreement attached hereto and labelled Exhibit A, incorporated herein by this reference.

PASSED BY THE BOARD OF COMMISSIONERS of Northeast Lake Washington Sewer and Water District of King County, Washington, at its regular meeting held September 22, 1980.

  
D. A. ELLIS, President and  
Commissioner

  
C. W. DAVIDSON, Secretary and  
Commissioner

  
BEN H. SEBASTIAN, Commissioner

# INTERIM SEWER SERVICE AGREEMENT

Northeast Lake Washington Sewer District, hereinafter called "Sewer District" and King County Water District No. 104, hereinafter called "Water District," agree as follows:

1. Certain real property, herein called "the property," is described in Exhibit A, attached hereto.

2. The property is within the boundaries of the Water District, but not the Sewer District. The property can be provided with sanitary sewer service on a temporary basis by installation of sewer lines to discharge sewage into the Sewer District's line.

3. The Sewer District will provide temporary sewer service for the property under the terms of this agreement.

(a) The owner of the property or the Sewer District will install all necessary sewer lines necessary to provide temporary sewer service to the property at no expense to the Water District, and without the formation of a utility local improvement district within the boundaries of the Water District.

(b) The system of sewers will be designed and constructed to meet the sewer specifications of both the Sewer District and the Water District, with a one-year warranty against defects.

(c) On completion of construction title to the sewer system shall be held by the Sewer District.

(d) The Sewer District shall provide sewer service to the property subject to its regular terms and conditions for service, charges for sewer hookup, and charges for sewer service.

(e) The owner of the property shall agree as a covenant running with the land that the property shall be subject to all liens or remedies now existing or hereafter provided by

*Exhibit A*

law or by resolution of the Sewer District for the collection of charges made for sewer service to the same extent as if the property were located within the boundaries of the Sewer District.

4. The Water District, which is authorized to provide sewer service, may give written notice of not less than thirty (30) days to the Sewer District and to the owner or owners of the property of its intention to provide sewer service to the property. The notice shall specify the date when the Water District will commence to provide said sewer service on a permanent basis.

5. If the owner of the property has approved this agreement, the owner shall pay the cost of connection to the Water District's sewer line, the cost of disconnection from the Sewer District's line, and the cost of the connecting line. If the connecting line exceeds 300 feet in length, the cost of the connecting line in excess of 300 feet shall be borne by the Water District.

6. After the Water District commences to provide sewer service to the property, all obligations of the Sewer District shall cease save and except that the Sewer District shall transfer ownership of the sewer system to the Water District. Upon the transfer of ownership sewer service shall be furnished in accordance with the rules and regulations of the Water District.

7. The Sewer District shall not entertain any petition to annex the property to the Sewer District without the prior approval of the Water District. Nothing contained herein shall be construed to modify the judgment entered July 22, 1964, in King County Superior Court Cause No. 607978 defining the rights of the Sewer District and the Water District with regard to annexation.

8. The execution of this agreement has been approved by Resolution No. \_\_\_\_\_ of the Sewer District, and by Resolution No: 1082 of the Water District.

9. This agreement shall be effective when executed by the Sewer District and the Water District and shall be binding even if not signed by the owner of the property.

DATED Aug 12, 1980.

NORTHEAST LAKE WASHINGTON SEWER DISTRICT

By [Signature]

Its [Signature]

KING COUNTY WATER DISTRICT NO. 104

By [Signature]

Its President

The undersigned owner of the property hereby approves the foregoing agreement.

DATED Aug 12, 1980, 1980.

[Signature]  
Owner

\_\_\_\_\_  
Owner

EXHIBIT A

That portion of the S.W. 1/4 of Section 22, Twp. 26N., Range 5.E. W.M., situate in King County, Washington, more particularly described as follows:

Beginning at the S.W. section corner of said section 22, Twp. 26N., Range 5 E.W.M., thence N.02°07'16"E., along the west line of said section, said line being the centerline of 132nd Ave. N.E., a distance of 1318.97 feet; thence S.87°52'44"E. 30.00 feet to the easterly margin of 132nd Ave. N.E., said point being the true point of beginning; thence S.87°56'47"E. 1307.49 feet; thence N.02°02'03"E. 1068.78 feet; thence N.88°01'25"W. 1305.88 feet to the easterly margin of 132nd Ave. N.E., thence along the easterly margin of 132nd Ave. N.E. S.02°07'16"W. 244.53; thence S.88°01'25"E. 208.00 feet; thence S.02°07'16"W. 211.00 feet thence N.88°06'15"W. 208.00 feet to the easterly margin of 132nd Ave. N.E.; thence along the easterly margin of 132nd Ave. N.E. S.02°07'16"W. 449.79 feet; thence S.88°06'15"E. 260.00 feet; thence S.02°07'16"W. 135.00 feet; thence N.88°06'15"W. 260.00 feet to the easterly margin of 132nd Ave. N.E.; thence along the easterly margin of 132nd Ave. N.E. S.02°07'16"W. 26.40 feet to the true point of beginning and containing 30.22 acres of land more or less.



WATER DISTRICT NO. 104

KING COUNTY, WASHINGTON

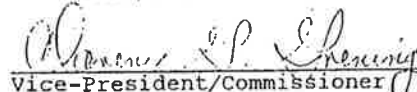
RESOLUTION NO. 1132

A RESOLUTION of the Board of Commissioners of Water District No. 104, King County, Washington, approving and authorizing execution of interim sewer service agreement with Northeast Lake Washington Sewer District relating to property owned by Conner Development Company.

BE IT RESOLVED that the Board of Commissioners hereby approves interim sewer service agreement and authorizes execution thereof in behalf of the district, a copy of which agreement is attached hereto and incorporated herein by this reference.

ADOPTED by the Board of Commissioners of Water District No. 104, King County, Washington, this <sup>15th</sup> 1st day of December, 1980.

  
\_\_\_\_\_  
President/Commissioner

  
\_\_\_\_\_  
Vice-President/Commissioner

Attest:

  
\_\_\_\_\_  
Secretary/Commissioner

## INTERIM SEWER SERVICE AGREEMENT

Northeast Lake Washington Sewer District, hereinafter called "Sewer District" and King County Water District No. 104, hereinafter called "Water District," agree as follows:

1. Certain real property, herein called "the property," is described in Exhibit A, attached hereto.

2. The property is within the boundaries of the Water District, but not the Sewer District. The property can be provided with sanitary sewer service on a temporary basis by installation of sewer lines to discharge sewage into the Sewer District's line.

3. The Sewer District will provide temporary sewer service for the property under the terms of this agreement.

(a) The owner of the property or the Sewer District will install all necessary sewer lines necessary to provide temporary sewer service to the property at no expense to the Water District, and without the formation of a utility local improvement district within the boundaries of the Water District.

(b) The system of sewers will be designed and constructed to meet the sewer specifications of both the Sewer District and the Water District, with a one-year warranty against defects.

(c) On completion of construction title to the sewer system shall be held by the Sewer District.

(d) The Sewer District shall provide sewer service to the property subject to its regular terms and conditions for service, charges for sewer hookup, and charges for sewer service.

(e) The owner of the property shall agree as a covenant running with the land that the property shall be subject to all liens or remedies now existing or hereafter provided by

---

law or by resolution of the Sewer District for the collection of charges made for sewer service to the same extent as if the property were located within the boundaries of the Sewer District.

4. The Water District, which is authorized to provide sewer service, may give written notice of not less than thirty (30) days to the Sewer District and to the owner or owners of the property of its intention to provide sewer service to the property. The notice shall specify the date when the Water District will commence to provide said sewer service on a permanent basis.

5. If the owner of the property has approved this agreement, the owner shall pay the cost of connection to the Water District's sewer line, the cost of disconnection from the Sewer District's line, and the cost of the connecting line. If the connecting line exceeds 300 feet in length, the cost of the connecting line in excess of 300 feet shall be borne by the Water District.

6. After the Water District commences to provide sewer service to the property, all obligations of the Sewer District shall cease save and except that the Sewer District shall transfer ownership of the sewer system to the Water District. Upon the transfer of ownership sewer service shall be furnished in accordance with the rules and regulations of the Water District.

7. The Sewer District shall not entertain any petition to annex the property to the Sewer District without the prior approval of the Water District. Nothing contained herein shall be construed to modify the judgment entered July 22, 1964, in King County Superior Court Cause No. 607978 defining the rights of the Sewer District and the Water District with regard to annexation.

8. The execution of this agreement has been approved by Resolution No. 1980-9-17 of the Sewer District, and by Resolution No. 1132 of the Water District.

9. This agreement shall be effective when executed by the Sewer District and the Water District and shall be binding even if not signed by the owner of the property.

DATED December 15, 1980.

NORTHEAST LAKE WASHINGTON SEWER DISTRICT

By [Signature]

Its

KING COUNTY WATER DISTRICT NO. 104

By [Signature]

Its President

The undersigned owner of the property hereby approves the foregoing agreement.

DATED Aug. 12, 1980, 1980.

[Signature]  
Owner

[Signature]  
Owner  
Conner Development Company  
President

EXHIBIT A

That portion of the S.W. 1/4 of Section 22, Twp. 26N., Range 5.E. W.M., situate in King County, Washington, more particularly described as follows:

Beginning at the S.W. section corner of said section 22, Twp. 26N., Range 5 E.W.M., thence N.02°07'16"E., along the west line of said section, said line being the centerline of 132nd Ave. N.E., a distance of 1318.97 feet; thence S.87°52'44"E. 30.00 feet to the easterly margin of 132nd Ave. N.E., said point being the true point of beginning; thence S.87°56'47"E. 1307.49 feet; thence N.02°02'03"E. 1068.78 feet; thence N.88°01'25"W. 1305.88 feet to the easterly margin of 132nd Ave. N.E., thence along the easterly margin of 132nd Ave. N.E. S.02°07'16"W. 244.53; thence S.88°01'25"E. 208.00 feet; thence S.02°07'16"W. 211.00 feet thence N.88°06'15"W. 208.00 feet to the easterly margin of 132nd Ave. N.E.; thence along the easterly margin of 132nd Ave. N.E. S.02°07'16"W. 449.79 feet; thence S.88°06'15"E. 260.00 feet; thence S.02°07'16"W. 135.00 feet; thence N.88°06'15"W. 260.00 feet to the easterly margin of 132nd Ave. N.E.; thence along the easterly margin of 132nd Ave. N.E. S.02°07'16"W. 26.40 feet to the true point of beginning and containing 30.22 acres of land more or less.

CONTRACT NO. 2050-59125

RECEIVED

SEWER SERVICE AGREEMENT

MAR 04 1987

Woodinville Water Dist.

THIS AGREEMENT is entered into by and between the STATE OF WASHINGTON, DEPARTMENT OF SOCIAL AND HEALTH SERVICES, hereinafter referred to as "DSHS"; WOODINVILLE WATER DISTRICT, hereinafter referred to as "WATER DISTRICT"; and NORTHEAST LAKE WASHINGTON SEWER & WATER DISTRICT, hereinafter referred to as "SEWER DISTRICT".

IT IS THE PURPOSE OF THIS AGREEMENT TO provide a sanitary sewer hookup for the Woodinville Group Home property.

IT IS, THEREFORE, MUTUALLY AGREED THAT:

1. DSHS ~~owns~~ <sup>operates</sup> the Woodinville Group Home property in King county, more particularly described in the attached Exhibit "A".
2. This property is within the territorial limits of the WATER DISTRICT but not the SEWER DISTRICT. The property can be provided sanitary sewer service into the SEWER DISTRICT sewer system located on South property line (see Exhibit "A").
3. The SEWER DISTRICT will provide sanitary sewer service for the property under the following terms:
  - a. DSHS will obtain and pay for standard sewer service permit, and construct and connect sewer line according to the SEWER DISTRICT Side Sewer Resolution.
  - b. All expenses of connection of the DSHS property to the SEWER DISTRICT line shall be at DSHS expense.
  - c. DSHS will pay the SEWER DISTRICT the Connection Fee Charge.
4. DSHS will pay the SEWER DISTRICT all of the SEWER DISTRICT sewer service charges, including METRO changes, in accordance with the SEWER DISTRICT Sewer Service Rate Resolution as existing or hereafter amended, and such charges if unpaid, shall be a lien on the property.
5. In the event the WATER DISTRICT constructs sewer lines to service DSHS property, no further assessment shall be levied, unless there is additional benefit, but the billing shall be transferred from SEWER DISTRICT to the WATER DISTRICT.
6. In the event DSHS property is annexed to the SEWER DISTRICT, no further sewer assessment will be levied for services already rendered.



RECEIVED

MAR 04 1987

Woodinville Water Dist.

7. The SEWER DISTRICT will not entertain any petition to annex the property to the SEWER DISTRICT without the prior approval of the WATER DISTRICT. Nothing contained herein shall be construed to modify the judgment entered July 22, 1964, in King County Superior Court, Cause No. 607978 defining the rights of the SEWER DISTRICT and the WATER DISTRICT with regard to annexations.
8. This Agreement is a covenant running with the land and is binding on the owners, their heirs, successors, devisees and assigns.

NORTHEAST LAKE WASHINGTON SEWER & WATER DISTRICT

By

[Signature] 3/2/87  
(Date)

WOODINVILLE WATER DISTRICT

By

Max L. Pope 10/1/87  
(Date)

DSHS

By

Deputy Contracting Officer 1/1/87  
(Date)

APPROVED AS TO FORM ONLY  
DSHS Assistant Attorney General

Ernest M. Fournier 2/2/87  
(Date)

RECEIVED

Exhibit "A"

MAR 04 1987

Woodinville Water Dist.

That portion of the SE1/4 SE1/4 SW1/4, Section 16, Township 26 North, Range 5 East, W.M., Included within the limits of a tract of land described by metes and bounds as follows;

Beginning at the south quarter section corner of said Section 16, and running thence, along the south line of Section 16, N 89° 19' 01" W 463.27 feet, thence N 3° 34' 58" E 474.01 feet, thence S 86° 25' 02" E 462.68 feet to a point on the north-south centerline of 124th Avenue N.E., thence, along said centerlines, S 3° 34' 58" W 450.577 feet to the point of beginning, having an area of 4.91 acres, according to the records thereof on file in the office of the Commissioner of Public Lands at Olympia, Washington.

Subject, however, to easements for rights of way for county road and electric power transmission lines granted to the City of Seattle on July 6, 1910, April 30, 1927 and August 4, 1930 under Application Nos. 391, 12915 and 13912, respectively.

RECEIVED

SEP 19 1995

WOODINVILLE WATER DIST

AGREEMENT FOR INTERIM SEWER SERVICE

This agreement between the Woodinville Water District, a special purpose municipal corporation ("Woodinville"), and the Northshore Utility District, a special purpose municipal corporation ("Northshore"), is dated this 10 day of JULY 1995.

Whereas, Woodinville is authorized to provide sewer service to customers located within its sewer service area, and Northshore is authorized to provide sewer service to customers within its boundaries; and

Whereas, property located within Woodinville's boundaries and its sewer service area known as Allison Estates and legally described on Exhibit "A", which is attached hereto and incorporated by reference herein (the "Property"), is being developed for residential use; and

Whereas, development of the Property will require extension of the public water and sewer system; and

Whereas, Woodinville can provide water service to the Property by extension of its public water system; however, Woodinville's public sewer system cannot now be extended to serve the property; and

Whereas, Northshore's public sewer system is in proximity to the Property and Northshore can provide interim sewer service to the Property; now, therefore,

Woodinville agrees that Northshore can provide and Northshore agrees to provide interim sewer service to the Property under the following terms and conditions:

1. Northshore's public sewer system shall be extended to the Property pursuant to Northshore's developer extension process incorporating the more stringent of Northshore's or Woodinville's standards and specifications.
2. As a condition of service and prior to connection to Northshore's public sewer system, the Property shall pay to Northshore all fees and charges Northshore imposes as conditions of connection to its system and it shall pay to King County METRO all connection charges imposed by that agency.
3. Northshore shall provide service to the Property on the same terms and conditions as it provides service to similar property within Northshore's boundaries and according to Northshore's resolutions, rules and regulations.
4. Woodinville will cooperate fully with Northshore in all efforts to collect sewer service charges, including joinder in lien foreclosure proceedings, if necessary; provided Northshore bears all cost of collection.
5. Whenever Woodinville can provide permanent sewer service to the Property and upon notice from Woodinville, title to the sewer system will be transferred to Woodinville at Woodinville's expense; thereafter, the sewer system shall be maintained and operated by Woodinville as part of its public system.

STEWART TITLE

W001-2

9509150672

10.00 950915-0672 11:28:00 AM KING COUNTY RECORDS 004 P41

FILED BY:  
STEWART TITLE

6. This agreement shall be recorded in the King County Office of Finance.

NORTHSHORE UTILITY DISTRICT

By [Signature]

D. BRUCE GARDINER  
(Print Name Here)

Its PRESIDENT

Don Hehle G.M.

WOODINVILLE WATER DISTRICT

By [Signature]

KENNETH H. PICK  
(Print Name Here)

Its ACTING GENERAL MANAGER

Approved as to Form

By \_\_\_\_\_  
Attorney for the District

9509150672

CA\WORD\DEVEXT\ALLISON6.DOC

FILED BY:  
STEWART TITLE

STATE OF WASHINGTON )  
COUNTY OF KING ) ss.

I certify that I know or have satisfactory evidence that RON GEHRKE is the person who appeared before me, and said person acknowledged that HE signed this instrument, on oath stated that HE was authorized to execute the instrument and acknowledged it as the GENERAL MANAGER of NORTHSORE UTILITY DIST to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated JULY 11, 1995

NAME: Wynne Steen  
(Print Name)  
Notary Public in and for the State of  
Washington, residing at Porter  
Commission Expires 7-26-98

STATE OF WASHINGTON )  
COUNTY OF KING ) ss.

I certify that I know or have satisfactory evidence that Keaneth H. Pick is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the General Manager of WOODINVILLE WATER DISTRICT, a municipal corporation, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated June 21, 1995  
DeAnne Gilbert  
NAME: DeAnne Gilbert  
(Print Name)  
Notary Public in and for the State of  
Washington, residing at Redmond  
Commission Expires 1-30-96

STATE OF WASHINGTON )  
COUNTY OF KING ) ss.

I certify that I know or have satisfactory evidence that D BRUCE GARDINER and \_\_\_\_\_ signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: JULY 11, 1995

Ronald A. Gehrke  
NOTARY PUBLIC in and for the State of  
Washington,  
residing at BOTHELL

My Appointment Expires: 3-30-98



9509150672

FILED BY:  
STEWART TITLE

EXHIBIT A

LEGAL DESCRIPTION:

PARCEL A:

THE WEST HALF OF THE NORTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 26 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON; EXCEPT THE WEST 30.00 FEET THEREOF;

ALSO AN EQUAL AND UNDIVIDED INTEREST IN THE WEST 30.00 FEET OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 26 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON;  
EXCEPT THE NORTH 15 FEET THEREOF AS CONVEYED TO KING COUNTY FOR ROAD BY DEED RECORDED UNDER RECORDING NUMBER 297743.

PARCEL B:

THE WEST HALF OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 26 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON; EXCEPT THE WEST 30.00 FEET THEREOF.

ALSO AN EQUAL AND UNDIVIDED INTEREST IN THE WEST 30.00 FEET OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 26 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON;  
EXCEPT THE NORTH 15.00 FEET THEREOF.

ALSO KNOWN AS PARCEL B, AND AN UNDIVIDED INTEREST IN A 30 FOOT STRIP, AS DESIGNATED ON SHORT PLAT NUMBER 575053 FILED AUGUST 11, 1975 UNDER RECORDING NUMBER 7508110510.

9509150672

FILED BY:  
STEWART TITLE



*NU D'S COPY -  
Woodinville has original*

*Cambridge Hg*  
**RECEIVED**

**NOV 20 1997**

Woodinville Water District

**After Recording Please Return To:**

Attn: Bob Bieker  
Woodinville Water District  
P.O. Box 1390  
Woodinville, WA 98072

*Use as  
ORIGINAL*

**FILED BY PNWT**

**Document Title(s):**

*W 3832-12*  
Agreement for Interim Sewer Service

*12/5*

**Reference Number(s) of Documents Assigned or Released:**  
(on page \_\_\_\_ of documents) N/A

**Grantor(s) (last name first, then first name and initials):**

1. Northshore Utility District

**Grantee(s) (Last Name First, Then First Name And Initials):**

1. Woodinville Water District

**Legal Description (abbreviated: i.e. lot, block, plat of section, township, range):**

That portion of the north 1/2 of the southwest 1/4 of the southwest 1/4 of section 22, township 26 north, range 5 east w.m., lying southerly of the boundary line established under recording no. 7407250109.

**Additional legal is on page 3 of document**

**Assessor's Property Tax Parcel/Account Number:**

222605-9021-5

**Additional legal is on page 3 of document**

Said document(s) were filed for record by Pacific Northwest Title as accommodation only. It has not been examined as to proper execution or as to its effect upon title.

c:\wp\word\devex\doc\blank\rec\_form.doc

Post-It Fax Note	7671	Date 7-1-98	# of pages 5
To	CAROL CAMPBELL	From	BOB BIEKER
Co. Dept.	NU D	Co.	WWD
Phone #		Phone #	483-9104 x322
Fax #	425-486-4649	Fax #	

9710061219

971006-1219 02:13:50 PM KING COUNTY RECORDS 605 THS 12:00

### AGREEMENT FOR INTERIM SEWER SERVICE

This agreement between the Woodinville Water District, a special purpose municipal corporation ("Woodinville"), and the Northshore Utility District, a special purpose municipal corporation ("Northshore"), is dated this 3RD day of OCTOBER 1997.

Whereas, Woodinville is authorized to provide sewer service to customers located within its sewer service area, and Northshore is authorized to provide sewer service to customers within its boundaries; and

Whereas, property located within Woodinville's boundaries and its sewer service area known as Cambridge Heights and legally described on Exhibit "A", which is attached hereto and incorporated by reference herein (the "Property"), is being developed for residential use; and

Whereas, development of the Property will require extension of the public water and sewer system; and

Whereas, Woodinville can provide water service to the Property by extension of its public water system; however, Woodinville's public sewer system will not now be extended to serve the property; and

Whereas, Northshore's public sewer system is in proximity to the Property and Northshore can provide interim sewer service to the Property; now, therefore,

Woodinville agrees that Northshore can provide and Northshore agrees to provide interim sewer service to the Property under the following terms and conditions:

1. Northshore's public sewer system shall be extended to the Property pursuant to Northshore's developer extension process incorporating the more stringent of Northshore's or Woodinville's standards and specifications.
2. As a condition of service and prior to connection to Northshore's public sewer system, the Property shall pay to Northshore all fees and charges Northshore imposes as conditions of connection to its system and it shall pay to King County METRO all connection charges imposed by that agency.
3. Northshore shall provide service to the Property on the same terms and conditions as it provides service to similar property within Northshore's boundaries and according to Northshore's resolutions, rules and regulations.
4. Woodinville will cooperate fully with Northshore in all efforts to collect sewer service charges, including joinder in lien foreclosure proceedings, if necessary; provided Northshore bears all cost of collection.
5. Whenever Woodinville does provide permanent sewer service to the Property and upon notice from Woodinville, title to the sewer system will be transferred to Woodinville at Woodinville's expense; thereafter, the sewer system shall be maintained and operated by Woodinville as part of its public system.

9710061219

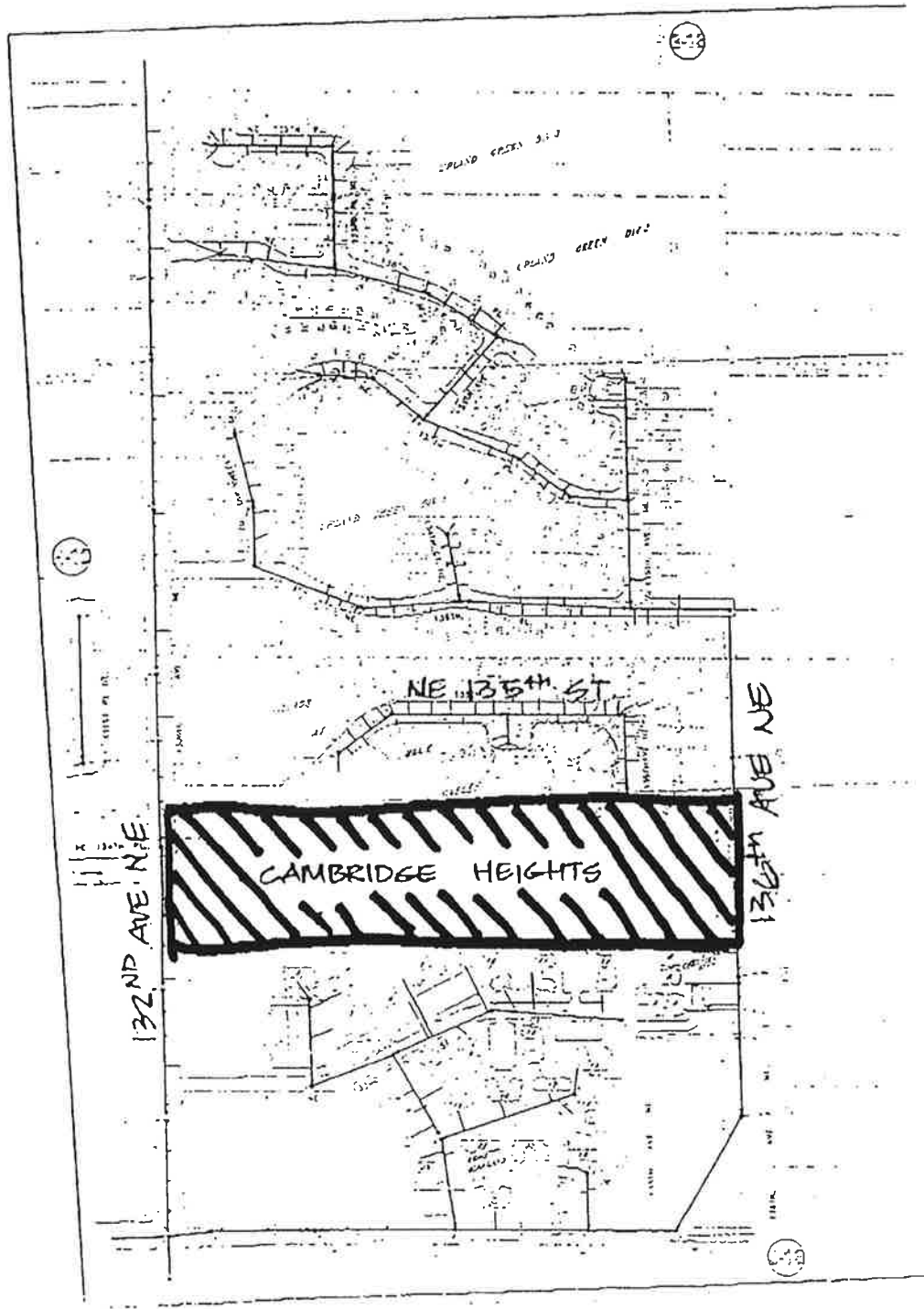
9710061219

P.05

97%

4254869244

JUL-01-1998 08:59



**EXHIBIT A****LEGAL DESCRIPTION:**

THAT PORTION OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/2 OF SECTION 22, TOWNSHIP 26 NORTH, RANGE 5 EAST, W.M., LYING SOUTHERLY OF THE BOUNDARY LINE ESTABLISHED UNDER RECORDING NO. 740250109 DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 22; THENCE SOUTH 88°08'27" EAST, ALONG THE SOUTH LINE OF SAID NORTH 1/2 OF THE NORTH 1/2, A DISTANCE OF 30.00 FEET; THENCE NORTH 02°07'16" EAST, PARALLEL TO THE WEST LINE OF SAID SUBDIVISION, 4.60 FEET TO THE TRUE POINT OF BEGINNING OF THIS LINE DESCRIPTION; THENCE SOUTH 87°39'54" EAST, 366.00 FEET; THENCE SOUTH 87°50'48" EAST 942.00 FEET, MORE OR LESS, TO A POINT ON THE EAST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE TERMINUS OF THIS LINE DESCRIPTION, SAID POINT BEING 2.90 FEET SOUTH 02°02'02" WEST FROM THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTH 1/2 OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

9710061219

6. This agreement shall be recorded in the King County Office of Finance.

NORTHSHORE UTILITY DISTRICT

By [Signature]  
Don Ellis  
 (Print Name Here)

Its Commissioner

WOODINVILLE WATER DISTRICT

By [Signature]  
Robert Bankhaus  
 (Print Name Here)

Its General Manager

By [Signature]  
Simon W. Williams  
 (Print Name Here)

Its President

By [Signature]  
Trudy C. Bell  
 (Print Name Here)

Its Secretary

By [Signature]  
MICHAEL McALLISTER  
 (Print Name Here)

Its COMMISSIONER

By [Signature]  
D. Beve Garvin  
 (Print Name Here)

Its Commissioner

Approved as to Form

By \_\_\_\_\_  
 Attorney for the District

9710061219

N-13

## AGREEMENT FOR INTERIM SEWER SERVICE

This agreement between the Woodinville Water District, a special purpose municipal corporation ("Woodinville"), and the Northshore Utility District, a special purpose municipal corporation ("Northshore"), is dated the 4<sup>th</sup> day of JAN., 1998.

Whereas, Woodinville is authorized to provide sewer service to customers located within its sewer services area, and Northshore is authorized to provide sewer service to customers within its boundaries; and

Whereas, property located within Woodinville's boundaries and its sewer service area are known as MCKINLEY SHORT PLAT, and legally described on Exhibit "A", which is attached hereto and incorporated by reference herein ( the "Property"), is being developed for residential use; and

Whereas, development of the Property will require extension of the public water and sewer system; and

Whereas Woodinville can provide water service to the Property by extension of its public water system; however, Woodinville's public sewer system will not now be extended to serve the property; and

Whereas, Northshore's public sewer system is in proximity to the Property and Northshore can provide interim sewer service to the Property; now, therefore,

Woodinville agrees that Northshore can provide and Northshore agrees to provide interim sewer service to the Property under the following terms and conditions:

1. Northshore's public sewer system shall be extended to the Property pursuant to Northshore's developer extension process incorporating the more stringent of Northshore's or Woodinville's standards and specifications.
2. As a condition of service and prior to connection to Northshore's public sewer system, the Property shall pay to Northshore all fees and charges Northshore imposes as conditions of connection to its system and it shall pay to King County Department of Natural Resources Wastewater Pollution Division, formerly METRO, all connection charges imposed by that agency.
3. Northshore shall provide service to the Property on the same terms and conditions as it provides service to similar property within Northshore's boundaries and according to Northshore's resolutions, rules, and regulations.
4. Woodinville will cooperate fully with Northshore in all efforts to collect sewer service charges, including joinder in lien foreclosure proceedings, if necessary; provided Northshore bears all cost of collection.
5. Whenever Woodinville does provide permanent sewer service to the Property and upon notice from Woodinville, title to the sewer system will be transferred to Woodinville at Woodinville's expense; thereafter, the sewer system shall be maintained and operated by Woodinville as part of its public system.

COPY



6. This agreement shall be recorded in the King County Office of Finance.

**NORTHSHORE UTILITY DISTRICT**

By Trudy C. Rella

Trudy C. Rella  
(print name here)

Its President

By T. D. Williams

T. D. Williams  
(print name here)

Its Commissioner

By Margaret R. Wiggins

Margaret R. Wiggins  
(print name here)

Its Commissioner

By \_\_\_\_\_

\_\_\_\_\_  
(print name here)

Its \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
(print name here)

Its \_\_\_\_\_

**WOODINVILLE WATER DISTRICT**

By Ken Goodwin

Ken Goodwin  
(print name here)

Its PRESIDENT

EXHIBIT "A"

(Parcel 1) in King County, Washington, described as follows:

Tract G of the Plat of Winchester Hills Division 2, as recorded in King County Plats, Volume 151, pages 44-51, situated in the Northeast quarter of Section 16, Township 26 North, Range 5 East, W.M., in King County, Washington;

**WHEREAS, Mark L. McKinley and Irene A. McKinley and their heirs and assigns are the legal owners in fee simple of the parcel of record (Parcel 2) in King County, Washington, described as follows:**

Lot 1 of Short Plat No. 1281024 recorded under Recording Number 8203160276, being a portion of the north half of the north half of the Southwest Quarter of the northeast quarter of Section 16, Township 26 North, Range 5 East, W.M., in King County, Washington;  
EXCEPT the north 16.5 feet; and  
EXCEPT the west 30 feet conveyed to King County for road purposes by deed recorded under Recording Number 684879; and

EXCEPT the north 181.50 feet of the east 165 feet, as measured along the north and east lines of the said southwest quarter of the northeast quarter;  
ALSO the north 20 feet of the south half of the North half of the southwest quarter of the northeast quarter of Section 16, Township 26 North, Range 5 East, W.M., King County, Washington, EXCEPT the west 30 feet conveyed to King County for road purposes by deed recorded under Recording Number 684879;

**WHEREAS, Norcella Bowers and the Estate of Richard W. Bowers and their heirs and assigns are the legal owners in fee simple of the parcel of record (Parcel 3) in King County, Washington, described as follows:**

The North half of the South half of the North half of the Southwest quarter of the Northeast quarter of Section 16, Township 26 North, Range 5 East, W.M., King County, Washington;  
EXCEPT the North 20 feet thereof; AND EXCEPT the west 30 feet thereof for road; AND EXCEPT that portion thereof lying within the plat of Kingswood No. 2, as recorded in Volume 89 of Plats, pages 91-92, records of King County, Washington; and

The North 15 feet of the South half of the South half of the North Half of the southwest quarter of the Northeast quarter of Section 16, Township 26 North, Range 5 East, W.M., King County, Washington; EXCEPT the west 30 feet thereof for road; AND EXCEPT that portion thereof lying within the plat of Kingswood No. 2, as recorded in Volume 89 of Plats, pages 91-92, records of King County, Washington;

STATE OF WASHINGTON     )  
                                      )ss.  
COUNTY OF KING         )

I certify that I know of have satisfactory evidence that KEN GOODWIN is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the PRESIDENT OF BOARD OF COMMISSIONERS of WOODINVILLE WATER DISTRICT, a municipal corporation, to be the free and voluntary act of such municipal corporation for the uses and purposes mentioned in the instrument.



Dated December 16, 1998

Deanna Gilbert  
(Signature)

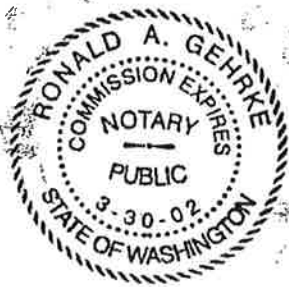
Deanna Gilbert  
(Print Name)

Notary Public in and for the State of Washington  
Commission Expires: 1-30-2000

STATE OF WASHINGTON)

) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that  
TRUDY C. ROLLA is the person who appeared before me,  
and said person acknowledged that he signed this instrument, on oath stated that he  
was authorized to execute the instrument and acknowledged it as the  
PRESIDENT of NORTSHORE UTILITY DISTRICT,  
a municipal corporation, to be the free and voluntary act of such municipal corporation  
for the uses and purposes mentioned in the instrument.



Dated JANUARY 4, 1999

Ronald A. Gehrke  
(Signature)

RONALD A. GEHRKE  
(Print Name)

Notary Public in and for the State of Washington  
Commission Expires: 3-30-02

N-14

## AGREEMENT FOR INTERIM SEWER SERVICE

This agreement between the **WOODINVILLE WATER**, a special purpose municipal corporation ("Woodinville") and the Northshore Utility District, a special purpose municipal corporation (Northshore), is dated this 9<sup>th</sup> day of March, 19 2000.

Whereas, **WOODINVILLE WATER** is authorized to provide sanitary sewer service to customers located within its sewer service area, and Northshore is authorized to provide sanitary sewer service to customers within its boundaries; and

Whereas, property located within **WOODINVILLE WATER** boundaries and its sanitary sewer service area known as **13025 NE 144 PL, KIRKLAND, WA 98034**, and legally described on Exhibit "A", which is attached hereto and incorporated by referenced herein (the Property), is being developed for residential use; and

Whereas, development of the Property will require an extension of the public water and sanitary sewer system; and

Whereas, **WOODINVILLE WATER** can provide water service to the Property by extension of its public water system; however, **WOODINVILLE WATER** public sanitary sewer system cannot now be extended to serve the property; and

Whereas, Northshore's public sanitary sewer system is in proximity to the Property and Northshore can provide interim sanitary sewer service to the Property; now, therefore,

**WOODINVILLE WATER** agrees that Northshore can provide and Northshore agrees to provide interim sanitary sewer service to the Property under the following terms and conditions:

1. Northshore's public sanitary sewer system shall be extended to the Property pursuant to Northshore's developer extension process incorporating the more stringent of Northshore's or **WOODINVILLE WATER** standards and specifications.
2. As a condition of service and prior to connection to Northshore's public sanitary sewer system, the Property shall pay to Northshore all fees and charges Northshore imposes as conditions of connection to its system and it shall pay to King County Department of Natural Resources Wastewater Pollution Division (formerly METRO) all connection charges imposed by that agency.
3. Northshore shall provide sanitary sewer service to the Property on the same terms and conditions as it provides service to similar property within Northshore's boundaries and according to Northshore's resolutions, rules and regulations.
4. **WOODINVILLE WATER** will cooperate fully with Northshore in all efforts to collect sanitary sewer service charges, including joinder in lien foreclosure proceedings, if necessary; provided Northshore bears all cost of collection.

PAGE TWO  
Agreement - Interim  
Woodinville Water

February 28, 2000

5. Whenever **WOODINVILLE WATER** can provide permanent sanitary sewer service to the Property and upon notice from the **WOODINVILLE WATER** title to the sanitary sewer service will be transferred to **WOODINVILLE WATER** at **WOODINVILLE WATER's** expense; thereafter the sanitary sewer system shall be maintained and operated by **WOODINVILLE WATER** as part of it's public system.

6. This agreement shall be recorded in the King County Office of Finance.

NORTHSHORE UTILITY DISTRICT

By \_\_\_\_\_

R Daniel Olson

(Print name here)

R Daniel Olson

Its General Manager

WOODINVILLE WATER DISTRICT

By \_\_\_\_\_

Robert Bandiera

(Print name here)

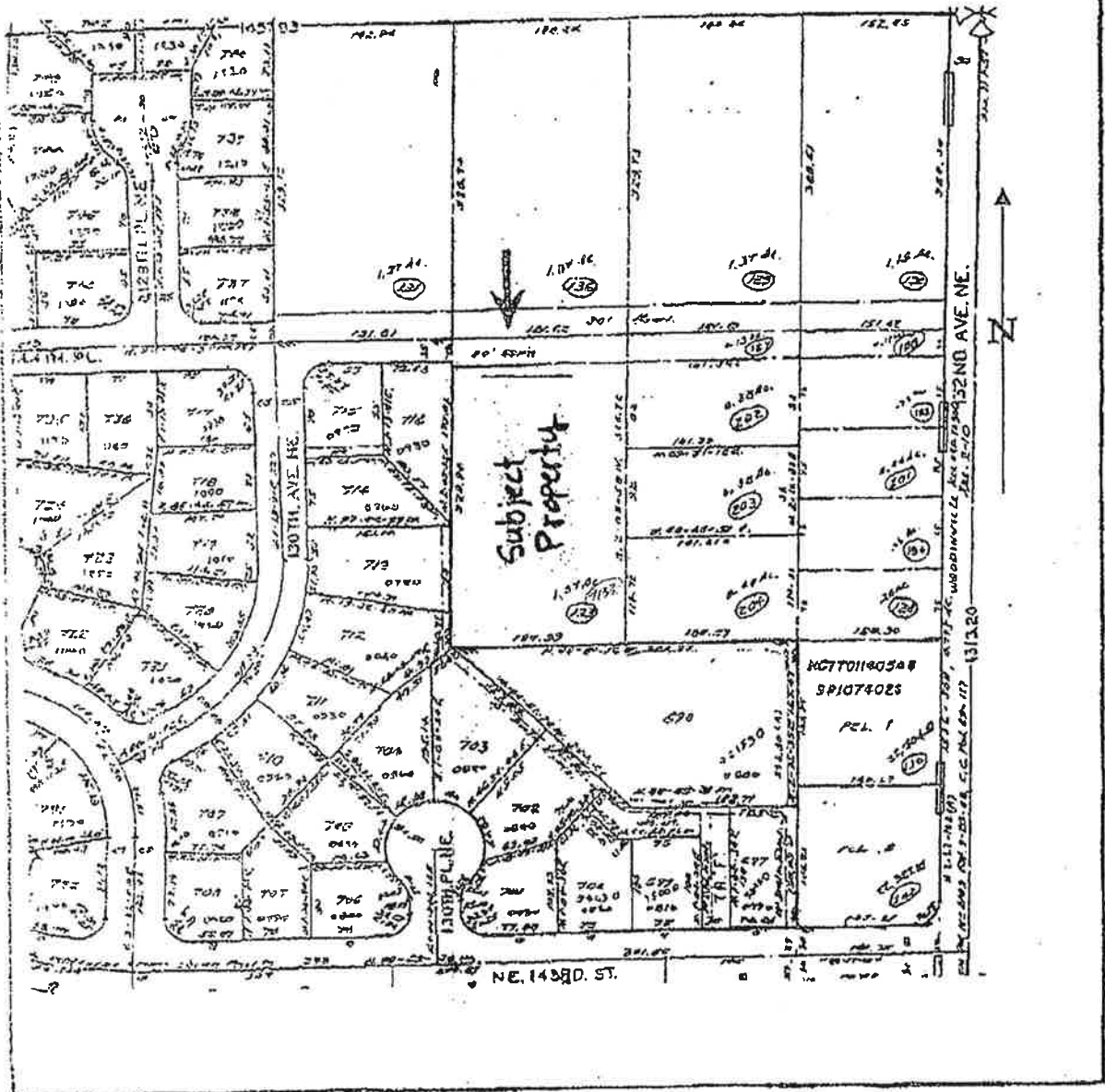
Robert Bandiera

Its - General Manager



# PTN NE NE, 21-26-5

## EXHIBIT "B"



MAP

G/12

~~NORTHSHORE UTILITY DISTRICT  
DISTRICT~~

By \_\_\_\_\_

(Print name here)

Its General Manager

STATE OF WASHINGTON )  
COUNTY OF KING )ss

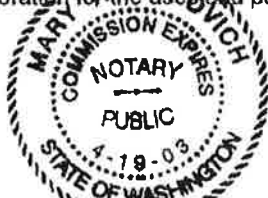
~~WOODINVILLE WATER~~

By \_\_\_\_\_

(Print name here)

Its - General Manager

I certify that I know or have satisfactory evidence that R. DANIEL OLSON is the person who appeared before me, and said person acknowledge that HE signed this instrument, on oath stated the HE authorized to execute the instrument and acknowledge it as the GENERAL MANAGER of NORTHSHORE UTILITY DISTRICT to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.



**NORTHSHORE UTILITY DISTRICT NOTARY**

Dated: 3/13/00

Signature Mary A. Pirovich  
(print name) MARY A. PIROVICH

Notary Public in and for the State of Washington, my  
Commission expires 4-19-2003

STATE OF WASHINGTON )  
COUNTY OF KING )ss

I certify that I know or have satisfactory evidence that BOB BARBARA is the person who appeared before me, and said person acknowledge that HE signed this instrument, on oath stated the HE authorized to execute the instrument and acknowledge it as the GENERAL MANAGER of WOODINVILLE WATER DISTRICT to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.



**WOODINVILLE WATER DISTRICT NOTARY**

Dated: 3-7-00

Signature Cecelia M. Ford  
(print name) CECELIA M. FORD

Notary Public in and for the State of Washington, my  
Commission expires October 29, 2001

N-15

ORIGINAL

AGREEMENT FOR INTERIM SEWER SERVICE

This agreement between the **WOODINVILLE WATER DISTRICT**, a special purpose municipal corporation ("Woodinville") and the Northshore Utility District, a special purpose municipal corporation (Northshore), is dated this 06<sup>th</sup> day of December, 2000.

Whereas, **WOODINVILLE WATER DISTRICT**, is authorized to provide sanitary sewer service to customers located within its sewer service area, and Northshore is authorized to provide sanitary sewer service to customers within its boundaries; and

Whereas, property located within **WOODINVILLE WATER DISTRICT**, boundaries and its sanitary sewer service area known as **NE 140<sup>th</sup> Street / 132<sup>nd</sup> Ave NE KIRKLAND, WA 98034**; and legally described on Exhibit "A", which is attached hereto and incorporated by referenced herein (the Property), is being developed for residential use; and commonly known as **Sweetbriar Nursery Plat #L00P0004 (21-26-05)** and

Whereas, development of the Property will require an extension of the public water and sanitary sewer system; and

Whereas, **WOODINVILLE WATER DISTRICT**, can provide water service to the Property by extension of its public water system; however, **WOODINVILLE WATER DISTRICT's**, public sanitary sewer system will not now be extended to serve the property; and

Whereas, Northshore's public sanitary sewer system is in proximity to the Property and Northshore can provide interim sanitary sewer service to the Property; now, therefore,

**WOODINVILLE WATER DISTRICT**, agrees that Northshore can provide and Northshore agrees to provide interim sanitary sewer service to the Property under the following terms and conditions:

1. Northshore's public sanitary sewer system shall be extended to the Property pursuant to Northshore's developer extension process incorporating the more stringent of Northshore's or **WOODINVILLE WATER DISTRICT**, standards and specifications.
2. As a condition of service and prior to connection to Northshore's public sanitary sewer system, the Property shall pay to Northshore all fees and charges Northshore imposes as conditions of connection to its system and it shall pay to King County Department of Natural Resources Wastewater Pollution Division (formerly METRO) all connection charges imposed by that agency.
3. Northshore shall provide sanitary sewer service to the Property on the same terms and conditions as it provides service to similar property within Northshore's boundaries and according to Northshore's resolutions, rules and regulations.
4. **WOODINVILLE WATER DISTRICT**, will cooperate fully with Northshore in all efforts to collect sanitary sewer service charges, including joinder in lien foreclosure proceedings, if necessary; provided Northshore bears all cost of collection.
5. Whenever **WOODINVILLE WATER DISTRICT** can provide permanent sanitary sewer service to the Property and upon notice from the **WOODINVILLE WATER DISTRICT** title to the sanitary sewer service will be transferred to **WOODINVILLE WATER DISTRICT** at **WOODINVILLE WATER DISTRICT** expense; thereafter the sanitary sewer system shall be maintained and operated by **WOODINVILLE WATER DISTRICT** as part of its public system.

6. This agreement shall be recorded in the King County Office of Finance.

NORTHSHORE UTILITY DISTRICT

By

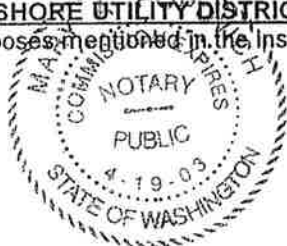
R. Daniel Olson

(Print name here)

Its General Manager

STATE OF WASHINGTON )  
COUNTY OF KING )ss

I certify that I know or have satisfactory evidence that R. DANIEL OLSON is the person who appeared before me, and said person acknowledge that HE signed this instrument, on oath stated the HE was authorized to execute the instrument and acknowledged it as the GENERAL MANAGER of NORTHSHORE UTILITY DISTRICT to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.



STATE OF WASHINGTON )  
COUNTY OF KING )ss

I certify that I know or have satisfactory evidence that Deborah L. Rannfeldt is the person who appeared before me, and said person acknowledge that she signed this instrument, on oath stated the she was authorized to execute the instrument and acknowledged it as the GENERAL MANAGER of WOODINVILLE WATER DISTRICT to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.



WOODINVILLE WATER DISTRICT

By

Deborah L. Rannfeldt

DEBORAH L. RANNFELDT

(Print name here)

Its - General Manager

ACTING GENERAL MANAGER

NORTHSHORE UTILITY DISTRICT NOTARY

Dated: 12-15-00

Signature

Mary A. Papovich

(print name)

MARY A. PAPOVICH

Notary Public in and for the State of Washington, my

Commission expires 4-19-03

WOODINVILLE WATER DISTRICT NOTARY

Dated: 12-6-00

Signature

Cecelia M. Ford

(print name)

CECELIA M. FORD

Notary Public in and for the State of Washington, my

Commission expires October 29, 2001

---

LEGAL DESCRIPTION

PARCEL A:

THE SOUTH 307.62 FEET OF THE EAST HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;

EXCEPT THE EAST 180 FEET OF THE SOUTH HALF THEREOF; AND

EXCEPT THE EAST 30 FEET THEREOF, CONVEYED TO KING COUNTY FOR 132ND AVE N.E. BY DEED RECORDED UNDER RECORDING NUMBER 5118279;

TOGETHER WITH THE WEST 239 FEET OF THE EAST 495 FEET OF THE EAST HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;

EXCEPT THE SOUTH 307.62 THEREOF; AND

EXCEPT THE EAST 100 FEET OF THE WEST 119 FEET OF THE NORTH 150 FEET THEREOF; AND

EXCEPT THE EAST 100 FEET OF THE NORTH 180 FEET THEREOF; AND

EXCEPT THE NORTH 30 FEET THEREOF, FOR N.E. 140TH ST.

(ALSO KNOWN AS A PORTION OF KING COUNTY BOUNDARY LINE ADJUSTMENT NO. L93L0100, RECORDED UNDER RECORDING NUMBER 9307192056).

PARCEL B:

THE EAST 180 FEET OF THE SOUTH HALF OF THE SOUTH 307.62 FEET OF THE EAST HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;

EXCEPT THE EAST 30 FEET THEREOF, CONVEYED TO KING COUNTY FOR 132ND AVE N.E. BY DEED RECORDED UNDER RECORDING NUMBER 5118279;

(ALSO KNOWN AS A PORTION OF KING COUNTY BOUNDARY LINE ADJUSTMENT NO. L93L0100, RECORDED UNDER RECORDING NUMBER 9307192056).

---

Nov-25-00 01:21P  
Engineer/Planner

inc.  
NE.

07

nderzaanden, P.L.S. (Surveyor)  
, P.E. (Engineer)  
eger (Planner)

imara Buchanan  
NE

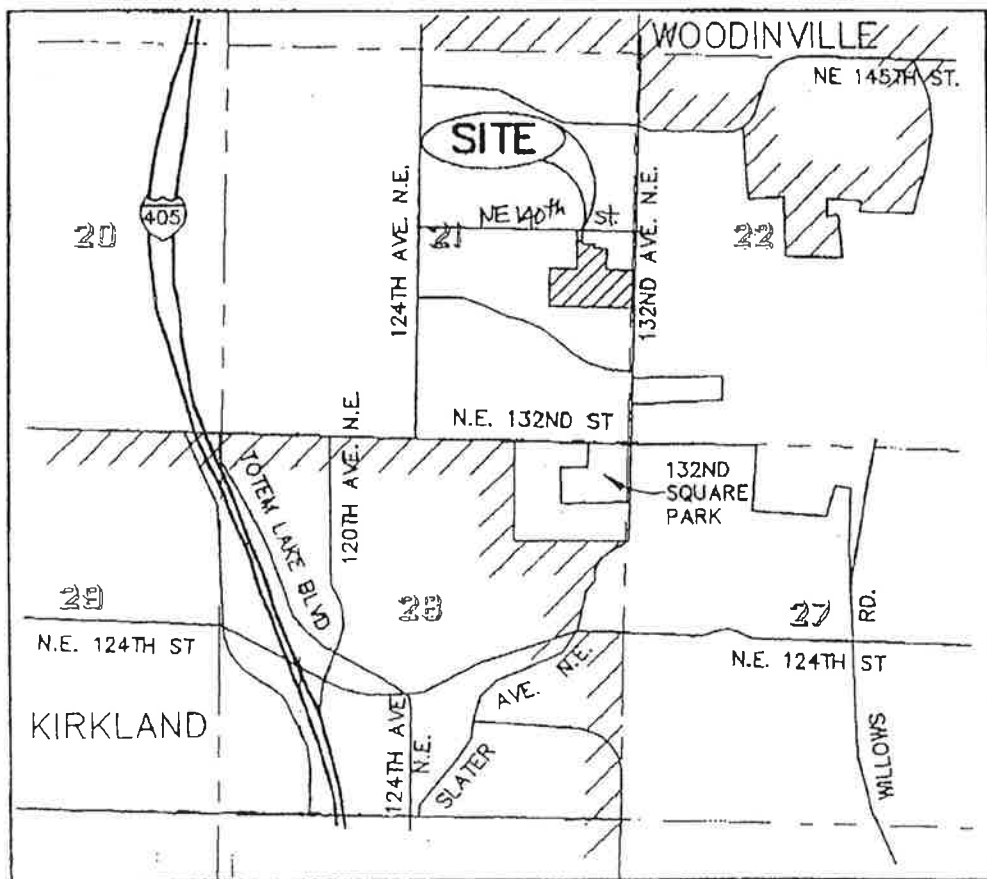
/ Engineer

plan are field surveyed.

m, P.L.S.

Site Address:

13825 132nd Avenue NE  
Kirkland, WA 98034



Vicinity Map

NO SCALE

**SEC. 21, TWP. 26 N., RGE. 5E.,**

**PRELIMINARY PLAT**

**SWEETBRIAR**

**CAMWEST REAL ESTATE DEVELOPME**

DATE FEB. 2000

DESIGNED

DRAWN TLB

APPROVED CUK

SHEET

**A**

00001



# **AGREEMENT FOR INTERIM SEWER SERVICE**

This agreement between the Woodinville Water District, a special purpose municipal corporation ("Woodinville"), and the Northshore Utility District, a special purpose municipal corporation (Northshore), is dated this 13 day of September, 2004.

Whereas, Woodinville is authorized to provide sanitary sewer service to customers located within its sewer service area, and Northshore is authorized to provide sanitary sewer service to customers within its boundaries; and

Whereas, property located within Woodinville boundaries and its sanitary sewer service area and legally described on Exhibit "A", which is attached hereto and incorporated by referenced herein (the Property), is being developed for residential use; and is commonly known as Perkins Lane (King County File #: L99P0012) and

Whereas, development of the Property will require an extension of the public water and sanitary sewer system (WWD DE 04-09 and NUD S2002013); and

Whereas, Woodinville can provide water service to the Property by extension of its public water system; however, Woodinville's public sanitary sewer system will not now be extended to serve the property; and

Whereas, Northshore's public sanitary sewer system is in proximity to the Property and Northshore can provide interim sanitary sewer service to the Property; now, therefore,

Woodinville agrees that Northshore can provide and Northshore agrees to provide interim sanitary sewer service to the Property under the following terms and conditions:

1. Northshore's public sanitary sewer system shall be extended to the Property pursuant to Northshore's developer extension process incorporating the more stringent of Northshore's or Woodinville's standards and specifications.
2. As a condition of service and prior to connection to Northshore's public sanitary sewer system, the Property shall pay to Northshore all fees and charges Northshore imposes as conditions of connection to its system and it shall pay to King County Department of Natural Resources Wastewater Pollution Division (formerly METRO) all connection charges imposed by that agency.
3. Northshore shall provide sanitary sewer service to the Property on the same terms and conditions as it provides service to similar property within Northshore's boundaries and according to Northshore's resolutions, rules and regulations.
4. Woodinville will cooperate fully with Northshore in all efforts to collect sanitary sewer service charges, including joinder in lien foreclosure proceedings, if necessary; provided Northshore bears all cost of collection.
5. Whenever Woodinville can provide permanent sanitary sewer service to the Property and upon notice from Woodinville, title to the sanitary sewer service will be transferred to Woodinville at Woodinville's expense; thereafter the sanitary sewer system shall be maintained and operated by Woodinville as part of its public system.
6. This agreement shall be recorded in the King County Office of Finance.

NORTHSHORE UTILITY DISTRICT

By

(Print name here)

Its - General Manager

WOODINVILLE WATER DISTRICT

By

(Print name here)

Its - General Manager

STATE OF WASHINGTON )  
COUNTY OF KING )ss

I certify that I know or have satisfactory evidence that Fanny Yee is the person who appeared before me, and said person acknowledge that she signed this instrument, on oath stated the she was authorized to execute the instrument and acknowledged it as the General Manager of the Northshore Utility District to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.



Dated: 9-13-04

Signature Muriel Marie Fischer  
(print name) Muriel Marie Fischer

Notary Public in and for the State of Washington, my  
Commission expires 1-9-08

STATE OF WASHINGTON )  
COUNTY OF KING )ss

I certify that I know or have satisfactory evidence that Ken Howe is the person who appeared before me, and said person acknowledge that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the General Manager of the Woodinville Water District to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.



Dated: 10-13-04

Signature Cecelia M. F. Yinger  
(print name) CECELIA M. F. YINGER

Notary Public in and for the State of Washington, my  
Commission expires October 29, 2005

# Exhibit A

Perkins Development, Inc.  
19921 133rd Dr. SE  
Snohomish, WA 98296

SCHEDULE A-4

POLICY NO. 388441-3A

THE LAND REFERRED TO IN THIS POLICY IS SITUATED IN THE STATE OF WASHINGTON, COUNTY OF KING AND IS DESCRIBED AS FOLLOWS:

LOT 1 OF KING COUNTY SHORT PLAT NO. 1277101, ACCORDING TO PLAT RECORDED JULY 20, 1978 UNDER RECORDING NO. 7807200876, IN KING COUNTY, WASHINGTON.

Site Address: 13802 132nd Ave NE, Kirkland

## ATTACHMENT

### INTERLOCAL AGREEMENT BETWEEN WOODINVILLE WATER DISTRICT AND NORTHSHORE UTILITY DISTRICT FOR INTERIM SEWER SERVICE

This agreement between the Woodinville Water District, a municipal corporation in King County, Washington ("Woodinville"), and Northshore Utility District, a municipal corporation in King County, Washington ("Northshore"), is dated \_\_\_\_\_ this day of \_\_\_\_\_, 2005.

#### BACKGROUND

- (1) Northshore is authorized to provide sewer service to customers located within its sewer service area, and Woodinville is authorized to provide sewer service to customers within its sewer service area; and
- (2) A residential development located within Woodinville's sewer service area is known as Crescent Court and legally described on attached Exhibit "I" (the "Property"). Exhibit "I" is incorporated herein by this reference. A drawing showing the approximate location of the Property is attached as Exhibit "II"; and
- (3) Development of the Property will require extension of the public sewer system; and
- (4) Woodinville can provide sewer service to the Property by extension of its public sewer system. However, Woodinville's public sewer system cannot now be extended to serve the Property; and
- (5) Northshore's public sewer system is in the proximity of the Property and can provide interim sewer service to the Property until Woodinville can extend its public sewer system to provide sewer service to the Property.

#### AGREEMENT

Northshore and Woodinville agree that:

- (6) Northshore's public sewer system shall be extended to the Property pursuant to Northshore's developer extension process (The "Extension") incorporating the more stringent of Northshore's or Woodinville's standards and specifications.
- (7) As a condition of service and prior to connection to Northshore's public sewer system, the Property shall pay to Northshore all fees and charges Northshore imposes as conditions of connection to its sewer system.

- (8) Northshore shall provide sewer service to the Property on the same terms and conditions as it provides service to similar property within Northshore's service area and according to Northshore's policies and regulations.
- (9) Woodinville will cooperate fully with Northshore in all efforts to collect sewer service charges from the Property, including joinder in lien foreclosure proceedings, if necessary; provided Northshore shall bear all cost of collection.
- (10) Whenever Woodinville can provide permanent sewer service to the Property and upon notice from Woodinville to Northshore, title to the Extension shall be transferred to Woodinville. The Extension shall be disconnected from the Northshore's system and connected to Woodinville's system at Woodinville's expense. Thereafter, the Extension shall be maintained and operated by Woodinville as part of its public sewer system.
- (11) All fees and charges collected from the Property, until the Extension is transferred to Woodinville, shall be retained by Northshore.
- (12) Northshore shall file this agreement with the King County Auditor's Office.

NORTHSHORE UTILITY DISTRICT

WOODINVILLE WATER DISTRICT

By: \_\_\_\_\_  
Fanny Yee, General Manager

By: \_\_\_\_\_  
Ken Howe, General Manager

## **Exhibit “I”**

### **Legal Description of Property**

The Plat of Crescent Court, recorded in Volume 215 of Plats, Page 44, situate in King County, State of Washington, recording # 20030730003171.



STATE OF WASHINGTON       )  
  ) ss.  
COUNTY OF KING        )

I certify that I know or have satisfactory evidence that Fanny Yee, signed this instrument, on oath stated that she is authorized to execute said instrument as General Manager for Northshore Utility District and acknowledged said instrument as the General Manager for Northshore Utility District to be free and voluntary act of said corporation for the uses and purposes mentioned in said instrument.

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_

Name (print): \_\_\_\_\_

Notary Public in and for the State of Washington,  
Commission Expires : \_\_\_\_\_

STATE OF WASHINGTON       )  
  ) ss.  
COUNTY OF KING        )

I certify that I know or have satisfactory evidence that Ken Howe, signed this instrument, on oath stated that she is authorized to execute said instrument as General Manager for Woodinville Water District and acknowledged said instrument as the General Manager for Woodinville Water District to be free and voluntary act of said corporation for the uses and purposes mentioned in said instrument.

Dated: \_\_\_\_\_

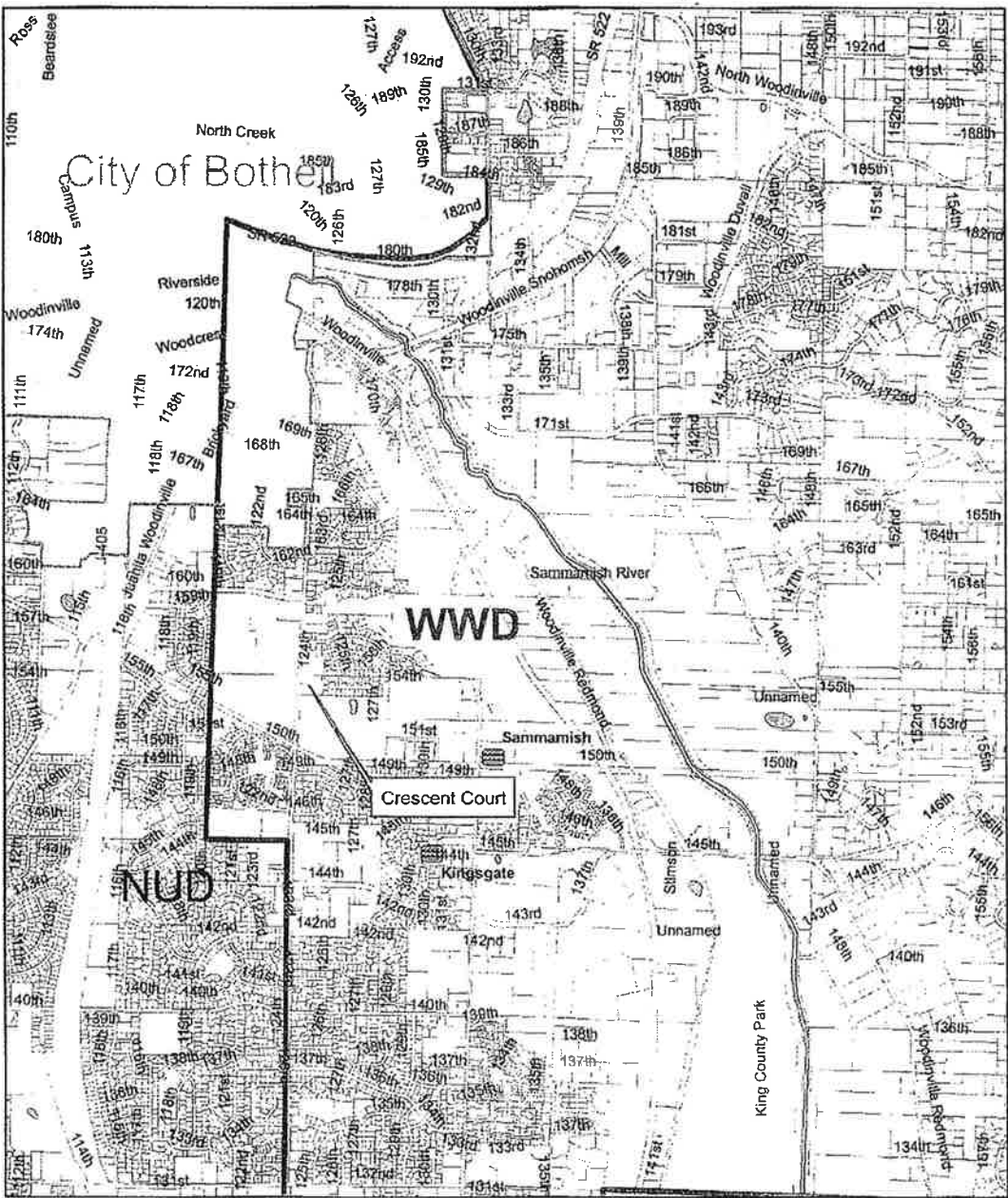
Signature: \_\_\_\_\_

Name (print): \_\_\_\_\_

Notary Public in and for the State of Washington,  
Commission Expires : \_\_\_\_\_

**ATTACHMENT**

**Site Map**



## Exhibit “II”

### Vicinity Map of Property



## ATTACHMENT

### INTERLOCAL AGREEMENT BETWEEN WOODINVILLE WATER DISTRICT AND NORTHSHORE UTILITY DISTRICT FOR INTERIM SEWER SERVICE

This agreement between the Woodinville Water District, a municipal corporation in King County, Washington ("Woodinville"), and Northshore Utility District, a municipal corporation in King County, Washington ("Northshore"), is dated \_\_\_\_\_ this day of \_\_\_\_\_, 2005.

#### BACKGROUND

- (1) Northshore is authorized to provide sewer service to customers located within its sewer service area, and Woodinville is authorized to provide sewer service to customers within its sewer service area; and
- (2) A residential development located within Woodinville's sewer service area is known as Norman Court and legally described on attached Exhibit "I" (the "Property"). Exhibit "I" is incorporated herein by this reference. A drawing showing the approximate location of the Property is attached as Exhibit "II"; and
- (3) Development of the Property will require extension of the public sewer system; and
- (4) Woodinville can provide sewer service to the Property by extension of its public sewer system. However, Woodinville's public sewer system cannot now be extended to serve the Property; and
- (5) Northshore's public sewer system is in the proximity of the Property and can provide interim sewer service to the Property until Woodinville can extend its public sewer system to provide sewer service to the Property.

#### AGREEMENT

Northshore and Woodinville agree that:

- (6) Northshore's public sewer system shall be extended to the Property pursuant to Northshore's developer extension process (The "Extension") incorporating the more stringent of Northshore's or Woodinville's standards and specifications.
- (7) As a condition of service and prior to connection to Northshore's public sewer system, the Property shall pay to Northshore all fees and charges Northshore imposes as conditions of connection to its sewer system.

- (8) Northshore shall provide sewer service to the Property on the same terms and conditions as it provides service to similar property within Northshore's service area and according to Northshore's policies and regulations.
- (9) Woodinville will cooperate fully with Northshore in all efforts to collect sewer service charges from the Property, including joinder in lien foreclosure proceedings, if necessary; provided Northshore shall bear all cost of collection.
- (10) Whenever Woodinville can provide permanent sewer service to the Property and upon notice from Woodinville to Northshore, title to the Extension shall be transferred to Woodinville. The Extension shall be disconnected from the Northshore's system and connected to Woodinville's system at Woodinville's expense. Thereafter, the Extension shall be maintained and operated by Woodinville as part of its public sewer system.
- (11) All fees and charges collected from the Property, until the Extension is transferred to Woodinville, shall be retained by Northshore.
- (12) Northshore shall file this agreement with the King County Auditor's Office.

NORTHSHORE UTILITY DISTRICT

WOODINVILLE WATER DISTRICT

By: \_\_\_\_\_  
Fanny Yee, General Manager

By: \_\_\_\_\_  
Ken Howe, General Manager

## **Exhibit “I”**

### **Legal Description of Property**

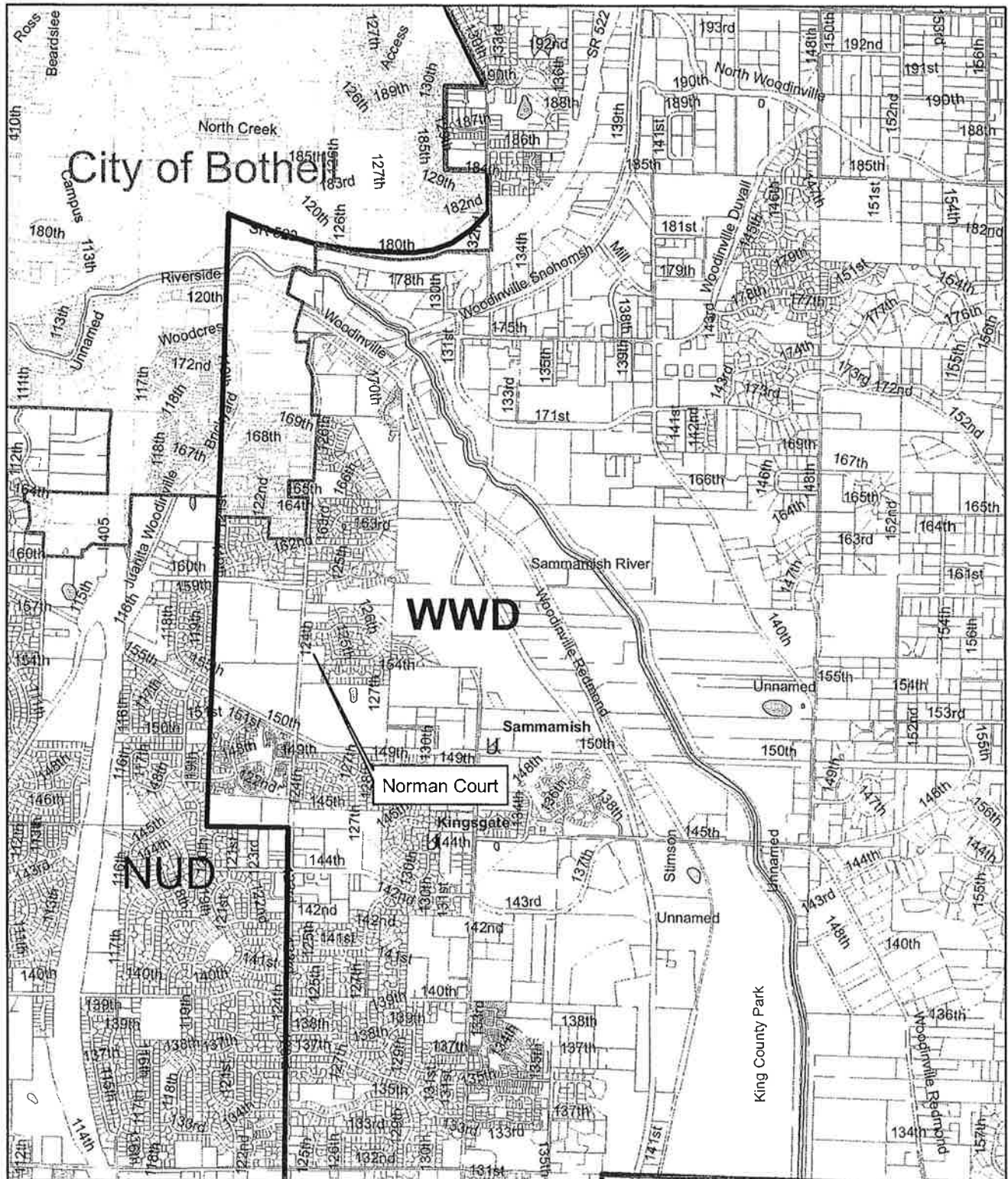
The Plat of Norman Court, recorded in Volume 228 of Plats, Page 56, situate in King County, State of Washington, recording # 20050610001768.

Previously known as the West 390 feet of the South 300 feet of the Southwest Quarter of the Northeast Quarter of Section 16 Township 26 Range 5 East, Willamette Meridian, (King County tax parcel #162605-9082).



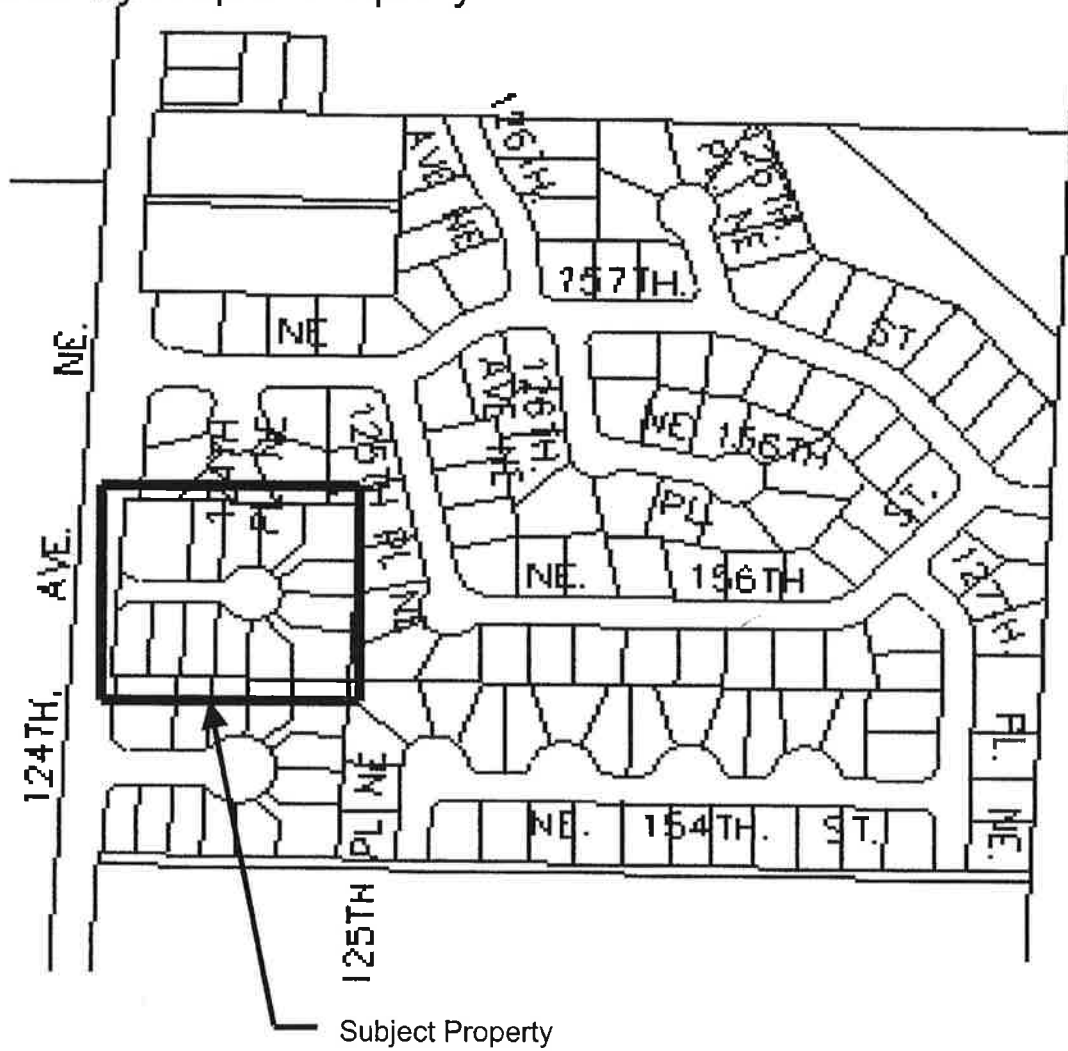
# ATTACHMENT

## Site Map



## Exhibit “II”

### Vicinity Map of Property



PROPOSED EASTERN SERVICE AREA  
BOUNDARY FOR SEWERY SEWERS  
BETWEEN N.E. LAKE WASHINGTON SEWER DISTRICT  
AND WATER DISTRICT NO. 104

Beginning at the intersection of the Southwesterly margin of Puget Sound Power & Light Co. Easement (Folt River Pipe Line R/W), and the West line of the E $\frac{1}{2}$  of the W $\frac{1}{2}$  of Section 16, Township 26 North, Range 5 East W.M. (said point also being on the boundary of Water District No. 104, King County, Washington);

Thence Southeasterly along said Southwesterly margin of said Easement to its intersection with the North line of the SW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of said Section 16;

Thence Easterly along said North line to the Northeast corner of the SW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of said Section 16;

Thence Southerly along the East line of said SW $\frac{1}{4}$  of SE $\frac{1}{4}$  to its intersection with the Southwesterly margin of the Puget Sound Power & Light Co. Easement;

Thence Southeasterly along said Southwesterly margin of said Easement to its intersection with the East line of SW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of the SD $\frac{1}{4}$  of said Sec. 16;

Thence Southerly along said East line to the Southeast corner thereof also being the Northeast corner of the NW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 21, Township 26 North, Range 5 East W.M.;

Thence Southerly along the East line of said NW $\frac{1}{4}$  of NW $\frac{1}{4}$  of NE $\frac{1}{4}$  of NE $\frac{1}{4}$  to the Southeast corner thereof;

Thence Easterly along the North line of the W $\frac{1}{2}$  of SW $\frac{1}{4}$  of NE $\frac{1}{4}$  of NE $\frac{1}{4}$  of said Section 21 to the Northeast corner thereof;

Thence Southerly along the East line of said W $\frac{1}{2}$  of SW $\frac{1}{4}$  of NE $\frac{1}{4}$  of NE $\frac{1}{4}$  of NE $\frac{1}{4}$  to the Southeast corner thereof;

Thence Easterly along the North line of the E $\frac{1}{2}$  of W $\frac{1}{2}$  of SE $\frac{1}{4}$  of NE $\frac{1}{4}$  of NE $\frac{1}{4}$  and the W $\frac{1}{2}$  of E $\frac{1}{2}$  of SE $\frac{1}{4}$  of NE $\frac{1}{4}$  of NE $\frac{1}{4}$ , said Section 21 to the Northeast corner thereof;

Thence Southerly along the East line of said W $\frac{1}{2}$  of E $\frac{1}{2}$  of SE $\frac{1}{4}$  of NE $\frac{1}{4}$  of NE $\frac{1}{4}$  to the Southeast corner thereof;

Thence Westerly along the South line of the SE $\frac{1}{4}$  of NE $\frac{1}{4}$  of NE $\frac{1}{4}$ , said Sec. 21 to a point which is Westerly 605 ft. from the Southeast corner thereof;

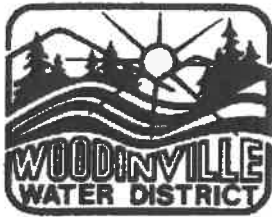
Thence Southerly along the Westerly line of the Easterly 605 ft. of the North 330 ft. of the SE $\frac{1}{4}$  of NE $\frac{1}{4}$ , said Sec. 21 to the Southeast corner thereof;

Thence Easterly along the South line of the said North 330 ft. of SE $\frac{1}{4}$  of NE $\frac{1}{4}$  to its intersection with the East line of the W $\frac{1}{2}$  of E $\frac{1}{2}$  of SE $\frac{1}{4}$  of NE $\frac{1}{4}$  of said Section 21;

Thence Southerly along said East line to its intersection with the centerline of N.E. 140th St.;

ATTACHMENT B

#2



## WOODINVILLE WATER DISTRICT

17238 N.E. Woodinville-Duvall Road  
P.O. Box 1390  
Woodinville, Washington 98072-1390  
(425) 483-9104  
FAX (425) 485-6381

### COMMISSIONERS

Walter Backstrom  
Kenneth Goodwin  
Gail C. Harrell  
Maureen Jewitt  
Gwenn Maxfield

### GENERAL MANAGER

Bob Bandarra

February 12, 2001

John Hastig  
Northshore Utility District  
6830 NE 185<sup>th</sup> Street  
Kenmore, WA 98028-2701

RE: Northshore Utility District Pump Station #16

Dear John:

Here is the executed revised Agreement for the transfer of the easements and ownership of the pipes within the "Willows Road Area" from NUD to WWD. Also enclosed for your records is a copy the Resolution authorizing WWD's General Manager to sign the Agreement.

To assist you in the transfer of the easements mentioned in the Agreement I've included Assignment of Easement forms. I hope this helps.

Another item of concern to us is the billing of these properties for sewer service. We are currently handling the effluent generated from the Willows Road Area properties and are not billing them. Redmond is the water purveyor to these properties, therefore, I assume you have an agreement with them or at least a working relationship with them to determine the customers sewer bill. If this is correct I will need that information and/or a contact at Redmond to institute our billing of the properties. Your help on this matter is of immediate importance to us. Maybe the best way to handle this would be for our finance people to talk to your finance people. Please call me to discuss this at your earliest convenience.

Should you have any questions regarding this matter please contact me extension 322.

Sincerely,  
WOODINVILLE WATER DISTRICT

Robert G. Bieker  
Engineering

Cc: Finance, WWD

c:\winword\devext\insps#16\NUD ltr1

WOODINVILLE WATER DISTRICT  
KING COUNTY, WASHINGTON

RESOLUTION NO. 3379

A RESOLUTION OF THE Board of Commissioners of the Woodinville Water District approving a contract with the Northshore Utility District conveying sewer facilities and easement interests located in the Willows Road area to the Woodinville Water District and authorizing the District's Manager to sign the contract.

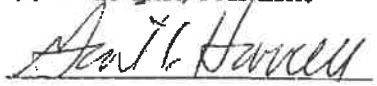
Whereas, the Northshore Utility District has agreed to convey to the Woodinville Water District certain sewer utility facilities and related easements and the Woodinville Water District has agreed to accept such facilities and operate and maintain them; and

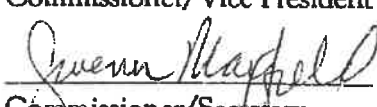
Whereas, a contract for such conveyance has been developed and reviewed by the Board of Commissioners; now, therefore,

The Board of Commissioners of the Woodinville Water District hereby resolve that the contract for conveyance of sewer facilities located in the Willows Road area as attached hereto is approved and the District's General Manager is authorized to sign such contract.

Adopted by the Board of Commissioners of the Woodinville Water District, King County, Washington, at a regular meeting thereof on this 6th day of February 2001.

  
Commissioner/President

  
Commissioner/Vice President

  
Commissioner/Secretary

  
Commissioner

\_\_\_\_\_  
Commissioner



# Northshore Utility District

## ADDRESS

6830 NE 185th Street  
Kenmore, WA 98028-2701  
P.O. Box 82489  
Kenmore, WA 98028-0489

## TELEPHONES

Engineering: (425) 398-4401  
Administration: (425) 398-4402  
Operations: (425) 398-4403  
Information: (425) 398-4400  
Website: [Http://www.nud.net](http://www.nud.net)

## FAX NUMBERS

Engineering: (425) 398-4435  
Administration: (425) 398-4430  
Operations: (425) 398-4432  
Purchasing: (425) 398-4434

January 25, 2001

Mr. Robert G. Bieker  
Woodinville Water District  
P.O. Box 1390  
Woodinville, WA 98072-1390

Re: Transmittal of Interlocal Agreement Document  
Northshore Utility District Pump Station 16 Abandonment

Dear Bob,

Enclosed you will find two original copies of the revised Agreement for the transfer of the easements and ownership of the pipes within the "Willows Road Area" development from NUD to WWD. Our Board acted upon this agreement on Monday, January 22, 2001, repealing their previous action and replacing it with the revision. Upon your Board's action and signing (including insertion of the WWD Resolution number), please return one copy of this document to me and we will provide all of the pertinent original information we have in our records to you.

Our crews have now completed filling of the dry well.

Thanks for working this all out with us, Bob. It's funny how "common knowledge" – or assumptions – don't always reflect the detailed reality. But we got it done.

Please give me a call if you have any questions regarding this matter. I may be reached at (425) 398-4400 ext. 122.

Sincerely,

John D. Hastig, P.E.  
Engineering Manager

Enclosures - 2

Cc: Olson  
Project File

District File

I:\Engineering\PROJECTS\16 Sta 16 Abandonment\Transmittal of Interlocal Agreement.doc

*Accountable Management - Responsible Usage*



## **AGREEMENT**

This agreement is entered into between Northshore Utility District, a Washington municipal corporation formerly known as Northeast Lake Washington Sewer and Water District ("Northshore"), and Woodinville Water District, a Washington municipal corporation ("Woodinville").

### **Background**

1. Northshore currently provides sanitary sewer service to the area known as the Willows Road Area which is shown on the attached Exhibit A (the "Willows Road Area"). Northshore desires to terminate sanitary sewer service to the Willows Road Area because it is not within its district boundaries.
2. Woodinville is willing to provide sanitary sewer service to the Willows Road Area.
3. Northshore intends to transfer and assign to Woodinville any and all of its right, title and interest in and to the easements itemized below as a) through h) below, any permits or agreements relating to such easements, and Northshore's interest in any improvements located over, through, across and upon such easements, (collectively referred to in this agreement as the "Transferred Property") :
  - a) Easement from Willows 124<sup>th</sup> Associates to Northeast Lake Washington Sewer and Water District dated February 23, 1984 recorded under King County recording number 8402280720.
  - b) Easement from Richard P. File to Northeast Lake Washington Sewer and Water District dated February 2, 1984 recorded under King County recording number 8402280719.
  - c) Easement from Richard P. File and Joan M. File to Northeast Lake Washington Sewer and Water District dated February 2, 1984 recorded under King County recording number 8402280718.
  - d) Easement from Richard P. File to Northeast Lake Washington Sewer and Water District dated February 2, 1984 recorded under King County recording number 8402280717.
  - e) Easement from Richard P. File to Northeast Lake Washington Sewer and Water District dated February 2, 1984 recorded under King County recording number 8402280716.

Agreement  
Transfer of Property  
Willows Road Area

- f) Easement from Richard P. File to Northeast Lake Washington Sewer and Water District dated February 4, 1984 recorded under King County recording number 8403200736.
  - g) Easement from Willows 124 Associates Limited Partnership to Northeast Lake Washington Sewer and Water District dated January 28, 1991 recorded under King County recording number 9102050953.
  - h) Easement from Elling Halvorson and Barbara Halvorson to Northeast Lake Washington Sewer and Water District dated November 21, 1990, recorded under King County recording number 9102050954.
- 4. The following property will not be transferred to Woodinville, but has been removed and retained, or abandoned, by Northshore: a lift station with controls and two Cornell pumps located on the easements referenced above.
  - 5. The purpose of this agreement is to provide the terms and conditions under which the transfer of the services and of the Transferred Property will occur.

**Agreement**

It is agreed as follows:

- 1. **Assignment.** In consideration of Woodinville taking over the responsibilities of providing sanitary sewer service to the Willows Road Area, Northshore assigns, transfers, sets over and delivers unto Woodinville all of Northshore's estate, right, title and interest in and to the Transferred Property and Woodinville accepts such assignment. This transfer shall be effective upon the mutual execution of this Agreement (the "Effective Date").
- 2. **Assumption.** Effective upon the Effective Date, Woodinville assumes the performance of all of the terms, covenants and conditions imposed upon Northshore under the Transferred Property accruing or arising on or after the Effective Date. Woodinville shall be responsible for the transfer of sanitary sewer service to Woodinville, including any interim sewage diversion. Northshore shall be responsible for removal of the lift station, controls and two Cornell pumps located on the Transferred Property. Woodinville agrees to indemnify, defend and hold Northshore harmless from any and all claims, demands, liabilities, costs (including attorneys' fees) and expenses whatsoever related to the Transferred Property arising on or after the Effective Date or arising from Woodinville's breach of this Agreement.

Agreement  
Transfer of Property  
Willows Road Area

3. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of Northshore and Woodinville, their successors in interest and assigns.
4. **Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Washington and Northshore and Woodinville agree that venue is proper in King County.
5. **Miscellaneous.** Headings in this Agreement are for convenience only and shall not define or limit the provisions of this Agreement. This Agreement shall be construed according to its ordinary meaning and shall not be strictly construed for or against any party. Any modification or waiver of any term of this Agreement must be in writing signed by the party or parties against which enforcement of the modification or waiver is sought. This Agreement constitutes the entire agreement among the parties pertaining to the subject matter of this Agreement and all prior and contemporaneous agreements, representations and understandings, written or oral, are superseded and merged into this Agreement. Should any term, provision, covenant or condition of this Agreement be void, invalid or inoperative, the same shall not affect any other term, provision, covenant or condition of this Agreement, but the remainder shall be effective as though the void, invalid or inoperative term, provision, covenant or condition had not been contained in this Agreement.
6. **Counterparts.** This Agreement may be signed in counterpart, and each counterpart shall be deemed one and the same agreement.
7. **Authorization.** Execution of this Agreement by the under signed representatives of each party has been authorized by Resolution No. 2001-1-17 of the Board of Commissioners of the Northshore Utility District and Resolution No. 3379 of the Board of Commissioners of the Woodinville Water District.

NORTHSHORE UTILITY DISTRICT,  
a Washington municipal corporation

By: R. Daniel Olson  
Name: R. Daniel Olson  
Its: General Manager

WOODINVILLE WATER DISTRICT,  
a Washington municipal corporation

By: [Signature]  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Exhibit "A"

LOT 1

LOT 2

LOT 3

LOT 4

LOT 5

LOT 6

LOT 7

WRA 2R

WRA 3R

WRA 4R

WRA 5R

WRA 6R

WRA 7R

WRA 1R

BURLINGTON NORTHERN

WILLOWS RD

KC SP R278020-7906250893

KC SP 1078031-7905170888

1986

1987

SLATER

STON NORTHERN SNOQUALMIE BRANCH

8403200736

370-41-356 103.03  
SLATER

(W. P. WILSON R2. NO. 2340 EST. - 51-59 W (140TH AVE

STON NORTHERN  
SNOQUALMIE BRANCH)



**PACIFIC NORTHWEST TITLE**

DATE: 5/3

TIME: 8:10

TOTAL # OF PAGES: 7

PREPARED FOR: BOB  
Woodinville Water District

Enclosed are the following items per your request:

☐ Listing Package

☒ Property Profile

☐ Comparable Sales

☐ Map

☐ Document(s)

☐ CC&R's

Other: \_\_\_\_\_

PREPARED BY: Kari

Phone: (206) 343-1323 Fax: (206) 343-1334

Web site: <http://pnwt.com> E-mail: [cs@pnwt.com](mailto:cs@pnwt.com)

**Please remember to specify Pacific Northwest Title on all of your  
Purchase and Sale Agreements**

Disclaimer: The information provided is not the result of a Title Search and is not based on a complete examination of the public records.  
Pacific Northwest Title Company disclaims any liability as to the sufficiency of the documents in this profile.

## PNWT.COM

### *What's New This Month?*

#### **New & Improved Corporate Directory!**



Visit our Employee Email Directory & easily contact your sales team, title & escrow officers & customer service department!

Meet Unit 8... We've added a fun holiday photo of the Unit 8 team!

Easily find our 7 locations with new maps!

#### **Did you know?**

607,221 adults (18+) have Web access in Seattle  
(Not Track 9/97 indexed to Scarborough Data)

**PNWT.COM**

**"Your Local Real Estate Search Engine"**

# METROSCAN

## PROPERTY PROFILE

Parcel ID: 272605 9106	Bldg: 1	Total : \$7,074,200
Owner : Bentall Enterprises LLC		Land : \$972,700
CoOwner :		Struct : \$6,101,500
Site Addr: 12421 Willows Rd NE Kirkland 98034		\$Imprvd : 86
Mail Addr: 4 Bentall Centre Ste 1800 VIX Vancouver	Canada Cd : 7260	
Sale Date: 04/16/97 Doc# : 1764	1999 Tax : \$102,029.00	
Sale Price: \$7,175,000 FULL Deed : Special Warranty	Phone :	
Loan Amt : Type:	Vol: Pg:	
Use Code : 514 IND, HIGH TECH, 25K-50K SQFT	MapGrid : 506 J5	
Zoning : MF	NbrhdCd : 510000	
Prop Desc: Willows 124	-- CENSUS --	
Legal : STR 272605 TAXLOT 106 LOT 1 OF KC	Tract : 219.04	
: SHORT PLAT #R27802C (REV) REC	Block : 1	
: #8902210369 SD SP DAF - LOTS 1	QSTR : NW 27 26N05E	

### PROPERTY CHARACTERISTICS

Bedrooms :	1st Floor SF :	Year Built : 1986
Bath Full:	2nd Floor SF :	Eff Year :
Bath 3/4 :	Half Floor SF :	Bldg Matl : Fireprf
Bath 1/2 :	AboveGrnd SF :	Bldg Cond :
Other Rms:	Bsmnt Finished :	Bldg Glade : Good
Dining Rm:	Bsmnt Total SF :	Interior :
Fireplace:	Building SqFt : 94,266	Wall Matl :
Appliance:	Lease SqFt : 70,082	Insulation :
Deck :	DeckSqFt :	HeatSource :
Laundry :	Carport SqFt :	Heat Type : Central
Porch :	Garage Type :	Air Method :
Pool :	Attached GrgSF :	ElectricSvc :
Spa :	Detached GrgSF :	Wtr Source :
Sauna :	Bsmnt ParkingSF:	Sewer Type :
Stories : 3	Basement Type :	Purpose :
Units :	Basement Grade :	Nuisance :

#### LAND INFORMATION

#### OTHER INFORMATION

.....	.....	.....
St Access: Std	Lot SqFt : 176,854	St Surface :
Beach Acc:	Lot Acres: 4.06	Tennis :
WtrFront :	Lot Shape: Irregular	Elevator : No
WtrEntLoc:	Tde/Uplnd:	Sprinklers : No
WtrFrntFT:	Topogrphy: Slope	Security :
GroundCvr:	TopoProbd: Slope	Golf Adj :
		Soundproof :
		Storage :
		Curb/Gutter :
		Sidewalk :
		St Light :

**VIEWS:** Mountain:      Lake/Rvt:      Puget:      City:      Lk Wa/Sam:

### TRANSFER HISTORY

OWNERS	DATE	/ DOC #	PRICE	DEED	LOAN	TYPE
: Willows 124 Ltd Partne	: 01/30/84	: 781	:	: Warran	:	:
: Bentall Enterprises L	:	:	:	:	:	:
:	:	:	:	:	:	:
:	:	:	:	:	:	:
:	:	:	:	:	:	:
:	:	:	:	:	:	:

The Information Provided Is Deemed Reliable, But Is Not Guaranteed.



# METROSCAN

## PROPERTY PROFILE

Parcel ID: 272605 9025	Bldg: 1	Total	: \$5,496,900
Owner : Bentall Enterprises Ltd		Land	: \$428,800
CoOwner :		Struct	: \$5,068,100
Site Addr: 12413 Willows Rd NE Kirkland 98034		%Imprvd	: 92
Mail Addr: 4 Bentall Centre Ste 1400 V7X Vancouver		Cahads Cd	: 7260
Sale Date: 04/16/97	Doc# : 1765	1999 Tax	: \$78,301.20
Sale Price: \$5,315,000 FULL Deed	: Special Warranty	Phone	:
Loan Amt :	Type:	Vol:	Pg:
Use Code : 515 IND, HIGH TECH, 50K-100K SQFT		MapGrid	: 506 J5
Zoning : MP		NbrhdCd	: 510000
Prop Desc: Willows 124 Bldg "B"		-- CENSUS	
Legal : STR 272605 TAXLOT 25 LOT 2 OF KC		Tract	: 219.04
: SHORT PLAT #R278020 (REV) REC		Block	: 1
: #8902210369 SD 3P DAF - LOTS 1		QSTR	: NW 27 26N05E

### PROPERTY CHARACTERISTICS

Bedrooms :	1st Floor SF :	Year Built	: 1996
Bath Full :	2nd Floor SF :	Eff Year	:
Bath 3/4 :	Half Floor SF :	Bldg Matl	: Masonry
Bath 1/2 :	AboveGrnd SF :	Bldg Cond	:
Other Rms:	Bsmnt Finished :	Bldg Grade	: Avg
Dining Rm:	Bsmnt Total SF :	Interior	:
Fireplace:	Building Sqft : 61,077	Wall Matl	:
Appliance:	Lease Sqft : 61,077	Insulation	:
Deck :	Deck Sqft :	HeatSource	:
Laundry :	Carport Sqft :	Heat Type	: Heat Pump
Porch :	Garage Type :	Air Method	:
Pool :	Attached GrgSF :	ElectricSvc	:
Spa :	Detached GrgSF :	Wtr Source	:
Sauna :	Bsmnt ParkingSF:	Sewer Type	:
Stories : 3	Basement Type :	Purpose	:
Units :	Basement Grade :	Nuisance	:

#### LAND INFORMATION

#### OTHER INFORMATION

St Address: Std	Lot SqFt : 77,972	St Surface :	Soundproof :
Beach Acc:	Lot Acres: 1.78	Tennis :	Storage :
WtrFrnt :	Lot Shape: Corner Lot	Elevator : No	Curb/Gutter :
WtrFrntLoc:	Tde/Uplnd:	Sprinklers : No	Sidewalk :
WtrFrntFT:	Topogrphy: Rolling	Security :	St Light :
GroundCvr:	TopoPrbld: Rolling	Golf Adj :	

**VIEWS:** Mountain:      Lake/Rvr:      Puget:      City:      Lk Wa/Sam:

### TRANSFER HISTORY

OWNERS	DATE	/ DOC #	PRICE	DEED	LOAN	TYPE
: Willows 124 Ltd Partne	: 01/30/84	: 781	:	: Warran	:	:
: Bentall Enterprises L	:	:	:	:	:	:
:	:	:	:	:	:	:
:	:	:	:	:	:	:
:	:	:	:	:	:	:
:	:	:	:	:	:	:

# METROSCAN

## PROPERTY PROFILE

Parcel ID: 272605 9008	Bldg:	Total : \$314,300
Owner : Willows Building C Partnership		Land : \$314,300
CoOwner :		Struct :
Site Addr: 12611 Willows Rd NE		%Imprvd :
Mail Addr: 12513 Willows Rd NE #200 Kirkland Wa 98034		Levy Cd : 7260
Sale Date: 09/05/90 Doc# : 696		1999 Tax : \$4,609.84
Sale Price: \$264,200 FULL Deed : Warranty		Phone :
Loan Amt :	Type:	Vol: Pg:
Use Code : 932 VACANT, INDUSTRIAL, 1 TO 5 ACRES		MapGrid : 506 H5
Zoning : MP		NbrhdCd : 510000
Prop Desc: Modular Office		-- CENSUS --
Legal : STR 272605 TAXLOT 8 LOT 2 KCSP		Tract :
: 1078031 REC AF # 7905170688 SD		Block :
: PLAT DAF - POR OF E 1/2 OF NW 1/4		QSTR : NW 27 26NCSE

### PROPERTY CHARACTERISTICS

Bedrooms :	1st Floor SF :	Year Built :
Bath Full:	2nd Floor SF :	Eff Year :
Bath 3/4 :	Half Floor SF :	Bldg Matl :
Bath 1/2 :	AboveGrnd SF :	Bldg Cond :
Other Rms:	Bsmnt Finished :	Bldg Grade :
Dining Rm:	Bsmnt Total SF :	Interior :
Fireplace:	Building SqFt :	Wall Matl :
Appliance:	Lease SqFt :	Insulation :
Deck :	DeckSqFt :	HeatSource :
Laundry :	Carport SqFt :	Heat Type :
Porch :	Garage Type :	Air Method :
Pool :	Attached GrgSF :	ElectricSvc :
Spa :	Detached GrgSF :	Wtr Source :
Sauna :	Bsmnt ParkingSF:	Sewer Type :
Stories :	Basement Type :	Purpose :
Units :	Basement Grade :	Nuisance :

#### LAND INFORMATION

#### OTHER INFORMATION

St Access: Std	Lot SqFt : 57,146	St Surface :	Soundproof :
Beach Acc:	Lot Acres: 1.31	Tennis :	Storage :
WtrFrnt :	Lot Shape: Irregular	Elevator : No	Curb/Gutter :
WtrFntLoc:	Tde/Uplnd:	Sprinklers : No	Sidewalk :
WtrFrntFT:	Topogrphy:	Security :	St Light :
GroundCvr:	TopoPrond:	Golf Adj :	

VIEWS: Mountains:      Lake/Rvr:      Puget:      City:      Lk Wa/Sam:

#### TRANSFER HISTORY

OWNERS	DATE	/ DOC #	PRICE	DEED	LOAN	TYPE
:	:	:	:	:	:	:
:	:	:	:	:	:	:
:	:	:	:	:	:	:
:	:	:	:	:	:	:
:	:	:	:	:	:	:
:	:	:	:	:	:	:

The Information Provided Is Deemed Reliable, But Is Not Guaranteed.

SENT BY: PACIFIC NW TITLE

: 5-3-99 : 8:01 :

PNMT CUST SERV-

4254869244: # 2 / 7

# METROSCAN

## PROPERTY PROFILE

Parcel ID: 272605 9104	Bldg: 1	Total : \$1,649,100
Owner : Halverson Elling B		Land : \$352,000
CoOwner :		Struct : \$1,297,100
Site Addr: 12515 Willows Rd NE Kirkland 98034		Imprvd : 79
Mail Addr: 12515 Willows Rd NE #200 Kirkland Wa 98034		Levy Cd : 7260
Sale Date: 05/31/88 Doc# : 1115		1999 Tax : \$24,242.48
Sale Price: \$1,300,000 Deed : Warranty		Phone :
Loan Amt :	Type :	Vol: Pg:
Use Code : 523 IND, PARK, 10K TO 25K SQFT		MapGrid : 506 J5
Zoning : MF		NbrhdCd : 510000
Prop Desc: North Ridge Software		- CENSUS -
Legal : STR 272605 TAXLOT 104 LOT 4 KCSP		Tract : 219.04
: 1078031 REC AF # 7905170888 SD		Block : 1
: FLAT DAF - POR CF E 1/2 OF NW 1/4		QSTR : NW 27 26N05E

### PROPERTY CHARACTERISTICS

Bedrooms :	1st Floor SF :	Year Built : 1984
Bath Full:	2nd Floor SF :	Eff Year :
Bath 3/4 :	Half Floor SF :	Bldg Matl : Frame
Bath 1/2 :	AboveGrnd SF :	Bldg Cond :
Other Rms:	Bsmnt Finished :	Bldg Grade : Good
Dining Rm:	Bsmnt Total SF :	Interior :
Fireplace:	Building SqFt : 26,406	Wall Matl :
Appliances:	Lease SqFt : 19,970	Insulation :
Deck :	DeckSqFt :	HeatSource :
Laundry :	Carport SqFt :	Heat Type : Central
Porch :	Garage Type :	Air Method :
Pool :	Attached GrqSF :	ElectricSvc :
Spa :	Detached GrqSF :	Wtr Source :
Sauna :	Bsmnt ParkingSF:	Sewer Type :
Stories : 2	Basement Type :	Purpose :
Units :	Basement Grade :	Nuisance :

#### LAND INFORMATION

.....

St Access: Std	Lot SqFt : 63,998
Beach Acc:	Lot Acres: 1.46
WtrFront :	Lot Shape: Irregular
WtrFntLoc:	Tide/Uplnd:
WtrFntFT:	Topogrphy: Rolling
GroundCvt:	TopoProbd: Rolling

#### OTHER INFORMATION

.....

St Surface :	Soundproof :
Tennis :	Storage :
Elevator : No	Curb/Gutter :
Sprinklers : No	Sidewalk :
Security :	St Light :
Golf Adj :	

VIEWS: Mountain:

Lake/Rvr:

Puget:

City:

Lk Wa/Sam:

### TRANSFER HISTORY

OWNERS	DATE	/ DOC #	PRICE	DEED	LOAN	TYPE
:	:	:	:	:	:	:
:	:	:	:	:	:	:
:	:	:	:	:	:	:
:	:	:	:	:	:	:
:	:	:	:	:	:	:
:	:	:	:	:	:	:

The information provided is deemed reliable, but is not guaranteed.

# METROSCAN

## PROPERTY PROFILE

Parcel ID: 272605 9103	Bldg: 1	Total	: \$900,900
Owner : Terra Properties		Land	: \$246,500
CoOwner :		Struct	: \$654,400
Site Addr: 2525 Willows Rd NE Kirkland 98034		Imprvd	: 73
Mail Addr: 3230 W Lake Sammamish Pkwy NE Redmond Wa 98052		Heavy Cd	: 7260
Sale Date: 03/06/90	Doc# : 1866	1989 Tax	: \$13,579.09
Sale Price: \$875,000	Deed : Warranty	Phone	:
Loan Amt :	Type:	Vol:	Pg:
Use Code : 523 IND, PARK, 10K TO 25K SQFT		MapGrid	: 506 J5
Zoning : MF		NbrhdCd	: 510000
Prop Desc: Willows Rd Office Park		CENSUS	--
Legal : STR 272605 TAXLOT 103 LOT 3 KCSP		Tract	: 219.04
: 1078031 REC AF # 7905170888 SD		Block	: 1
: PLAT DAN - POR OF E 1/2 OF NW 1/4		QSTR	: NW 27 26N05E

### PROPERTY CHARACTERISTICS

Bedrooms :	1st Floor SF :	Year Built :	1981
Bath Full :	2nd Floor SF :	Eff Year :	
Bath 3/4 :	Half Floor SF :	Bldg Matl :	Frame
Bath 1/2 :	AboveGrnd SF :	Bldg Cond :	
Other Rms :	Bsmnt Finished :	Bldg Grade :	Avg
Dining Rm :	Bsmnt Total SF :	Interior :	
Fireplace :	Building SqFt :	Wall Matl :	
Appliances :	Lease SqFt :	Insulation :	
Deck :	Deck SqFt :	HeatSource :	
Laundry :	Carport SqFt :	Heat Type :	Central
Porch :	Garage Type :	Air Method :	
Pool :	Attached GrgSF :	ElectricSvc :	
Spa :	Detached GrgSF :	Wtr Source :	
Sauna :	Bsmnt ParkingSF :	Sewer Type :	
Stories : 1	Basement Type :	Purpose :	
Units :	Basement Grade :	Nuisance :	

### LAND INFORMATION

.....

St Address: Sed

Beach Acc:

WtrFront :

WtrFntLoc:

WtrFntFT:

GroundCvr:

Lot SqFt : 44,814

Lot Acres: 1.02

Lot Shape: Irregular

Tde/Uplnd:

Topogtphy:

TopoProbd:

### OTHER INFORMATION

.....

St surface :

Tennis :

Elevator :

Sprinklers :

Security :

Golf Adj :

Soundproof :

Storage :

Curb/Gutter :

Sidewalk :

St Light :

VIEWS: Mountain: Lake/Rvr: Puget: City: Lk Wa/Sam:

### TRANSFER HISTORY

OWNERS	DATE	/ DOC #	PRICE	DEED	LOAN	TYPE
:	:	:	:	:	:	:
:	:	:	:	:	:	:
:	:	:	:	:	:	:
:	:	:	:	:	:	:
:	:	:	:	:	:	:
:	:	:	:	:	:	:

The Information Provided Is Deemed Reliable, But Is Not Guaranteed.

# METROSCAN

## PROPERTY PROFILE

Parcel ID: 272605 9102	Bldg: 1	Total : \$641,800
Owner : Lottinville Rane II		Land : \$435,200
CoOwner :		Struct : \$206,600
Site Addr: 12735 Willows Rd NE Kirkland 98034		*Imprvd : 32
Mail Addr: 12735 Willows Rd NE Kirkland Wa 98034		Levy Cd : 7260
Sale Date: 03/09/98	Doc# : 1566	1999 Tax : \$13,524.43
Sale Price:	Deed : Quit Claim	Phone :
Loan Amt :	Type:	Vol: Pg:
Use Code : 532 IND, SERVICE BLDG, 2K TO 10K SQFT		MapGrid : 506 J5
Zoning : MF		NbrhdCd : 510000
Prop Desc: Office Service Garage		-- CENSUS --
Legal : STR 272605 TAXLOT 102 LOT 1 KCSP		Tract : 219.04
: 1078031 REC AF # 7905170888 SD		Block : 1
: PLAT DAF - POR OF E 1/2 OF NW 1/4		QSTR : NW 27 26N05E

### PROPERTY CHARACTERISTICS

Bedrooms :	1st Floor SF :	Year Built : 1990
Bath Full:	2nd Floor SF :	Eff Year :
Bath 3/4 :	Half Floor SF :	Bldg Matl : Masonry
Bath 1/2 :	AboveGrnd SF :	Bldg Cond :
Other Rms:	Bsmnt Finished :	Bldg Grade : Avg
Dining Rm:	Bsmnt Total SF :	Interior :
Fireplace:	Building SqFt : 4,200	Wall Matl :
Appliances:	Lease SqFt : 4,200	Insulation :
Deck :	DeckSqFt :	HeatSource :
Laundry :	Carport SqFt :	Heat Type : Sus HLL
Porch :	Garage Type :	Air Method :
Pool :	Attached GrqSF :	ElectricSvc :
Spa :	Detached GrqSF :	Wtr Source :
Sauna :	Bsmnt ParkingSF:	Sewer Type :
Stories : 1	Basement Type :	Purpose :
Units :	Basement Grade :	Nuisance :

#### LAND INFORMATION

#### OTHER INFORMATION

St Access: Std	Lot SqFt : 87,044	St Surface :
Beach Acc:	Lot Acres: 1.99	Tennis :
WtrFront :	Lot Shape: Restricted	Elevator : No
WtrEntLoc:	Tde/Uplnd:	Sprinklers : No
WtrFntFT:	Topogrpby:	Security :
GroundCvr:	TopoProbd:	Golf Adj :

**VIEWS:** Mountain:      Lake/Rvr:      Puget:      City:      Lk Wa/Sam:

#### TRANSFER HISTORY

OWNERS	DATE	/ DOC #	PRICE	DEED	LOAN	TYPE
: Katco Sales Inc	: 09/21/92	: 2195	: \$715,000	: Warran	: \$643,500	: Sell
:	:	:	:	:	:	:
:	:	:	:	:	:	:
:	:	:	:	:	:	:
:	:	:	:	:	:	:
:	:	:	:	:	:	:

*This page  
intentionally blank*



# WOODINVILLE WATER DISTRICT

8/22/2022

INTERLOCAL AGREEMENTS INVENTORY - Addendum to 2007 Compilation

AGENCY	DOCUMENT	ON MAP	DATE	DESCRIPTION	COMMENTS
City of Redmond	R10	Yes	Feb. 12, 2002	Agreement between WWD and City of Redmond stating that the entire Trilogy development's sewer service is served by City of Redmond	

# WOODINVILLE WATER DISTRICT

8/22/2022

## INTERLOCAL AGREEMENTS INVENTORY - Addendum to 2007 Compilation

AGENCY	DOCUMENT	ON MAP	DATE	DESCRIPTION	COMMENTS
NUD	N20	No	Jun. 15, 1998	Agreement for NUD to provide interim sewer service within WWD for the McKinley Short Plat, Lot 1 (1 Lot)	
NUD	N21	Yes	Feb. 6, 2001	Agreement for the transfer of sewer service, facilities and easements within the Willows Road Area from NUD to WWD	Appear to be 8 separate easements with facilities being transferred, but only 7 shown on map
NUD	N22	Yes	Sept. 13, 2004	Agreement for NUD to provide interim sewer service within WWD for the "Perkins Lane" (6 lots)	NUD providing service due to topography and their ability to provide gravity sewer
NUD	N23	Yes	Mar. 6, 2014	Agreement for NUD to provide interim sewer service within WWD for the "Momco Subdivision" (26 lots)	NUD in closer proximity to development
NUD	N24	Yes	Sept. 24, 2014	Agreement for NUD to provide interim sewer service within WWD for the Plat at Meritage Ridge (6 parcels)	NUD in closer proximity to development
NUD	N25	Yes	Oct. 7, 2014	Agreement for NUD to provide interim sewer service within WWD for the Vinter's West Plat (6 lots and easement)	NUD in closer proximity to development
NUD	N26	Yes	Jun. 3, 2016	Agreement for NUD to provide interim sewer service within WWD for 2 parcels	Initiated by phone call from Breffni McGeough
NUD	N27	Yes	Jun. 1, 2017	Agreement for NUD to provide interim sewer service within WWD for Akerstrom Short Plat (5 lots)	NUD providing service due to topography and their ability to provide gravity sewer
NUD	N28	Yes	Aug. 29, 2018	Agreement for NUD to provide interim sewer service within WWD for the Spatacean Property (1 lot)	WWD unable to provide sewer service due to geographical considerations. Appears that there are multiple Spatacean properties but only is provided sewer per this agreement

# WOODINVILLE WATER DISTRICT

8/22/2022

INTERLOCAL AGREEMENTS INVENTORY - Addendum to 2007 Compilation

AGENCY	DOCUMENT	ON MAP	DATE	DESCRIPTION	COMMENTS
Northeast Lake Washington Sewer & Water District of King County	L1	Yes	May. 15, 1991	Agreement for NE Lk WA Wtr & Swr Dist. to provide interim sewer service within WWD for Lift Station and Covenant Running with Land at Woodmoor Elementary School	No map provided

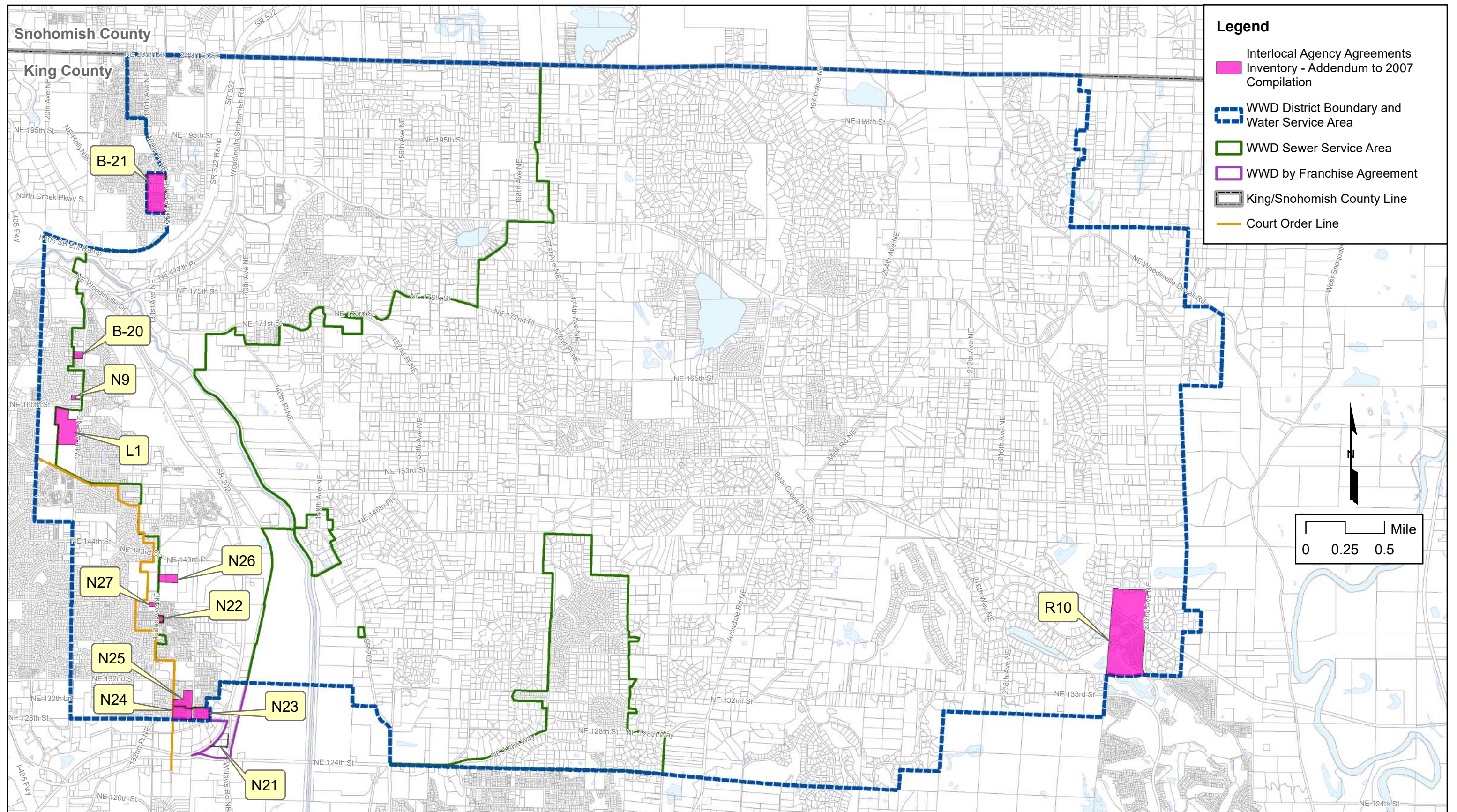
# WOODINVILLE WATER DISTRICT

8/22/2022

INTERLOCAL AGREEMENTS INVENTORY - Addendum to 2007 Compilation

AGENCY	DOCUMENT	ON MAP	DATE	DESCRIPTION	COMMENTS
City of Bothell	B-20	Yes	Jan. 30, 2004	Agreement between WWD and City of Bothell stating that Wolfe Ridge Shortplat sewer service is served by WWD (4 lots w/in City of Bothell, immediately adjacent to WWD)	City of Bothell does not have sewer or water service near by, extremely unlikely that Bothell will ever provide sewer service to this area
City of Bothell	B-21	Yes	Oct. 5, 1998	Agreement between WWD and City of Bothell stating that Amber Lane plat and adjacent properties sewer service is served by City of Bothell (properties inside WWD service and City of Woodinville)	Approved as part of the Goldstar development in 1998 (Bothell G). Services connected via Sanitary Sewer mainline owned by City of Bothell along 132nd ROW







**ADDENDUM TO INTERLOCAL AGREEMENT BETWEEN  
REDMOND AND WOODINVILLE WATER DISTRICT  
BLAKELY RIDGE (TRILOGY)**

**R10**

WHEREAS, the City of Redmond, Washington ("Redmond") and the Woodinville Water District ("the District") are parties to that certain interlocal agreement ("the interlocal agreement") dated July 13, 1988, which designates the common service area boundary between the District and Redmond, and

WHEREAS, paragraph 12 of the agreement provides that future developments that straddle the common boundary line shall be approved by an addendum on a case-by-case basis and

WHEREAS, the Blakely Ridge Urban Planned Development, also known as Trilogy ("Trilogy") straddles the common boundary line and

WHEREAS, Redmond and Woodinville wish to identify a new common boundary line in this area

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1) Sewer Service Boundary for Trilogy

The entire Trilogy development as shown on Exhibit A shall be in the sewer service area of the City of Redmond.

2) Water Service Boundary for Trilogy

The Trilogy development south of the north lines of the South half of the Southwest quarter and the South half of the Southeast quarter of Section 22 shall be in the water service area of Redmond. The Trilogy development north of this line shall be in the water service area of the District. (See Exhibit A).



3) Future Boundary Revision

Should Redmond or Woodinville wish to revise the above boundaries, the party desiring the change shall make a proposal to the other party with reasons for the change. The boundary may be revised as approved by a written amendment to this agreement.

4) Remainder of Agreement Unchanged

Except as stated above, the interlocal agreement between the District and Redmond shall remain unchanged and in full force and effect.

DATED this 12th day of February, 2002.

City Of Redmond

By

Its

MAJOR

Approved As To Form:

Office Of The City Attorney

By

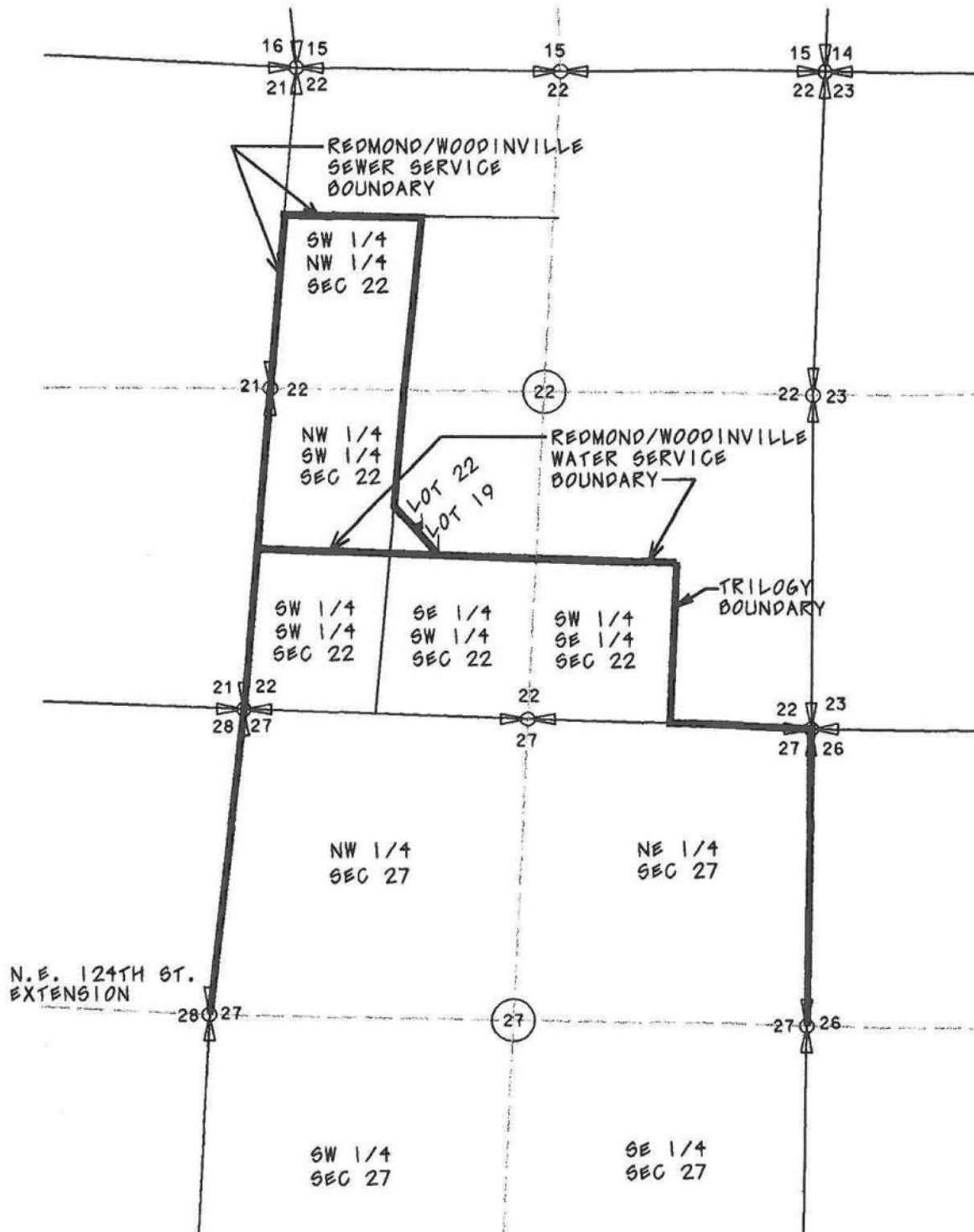
Woodinville Water District

By

Its President

By

Its Secretary



**EXHIBIT A**





## WOODINVILLE WATER DISTRICT

17238 N.E. Woodinville-Duval Road  
P.O. Box 1390  
Woodinville, Washington 98072-1390  
(425) 483-9104  
FAX (425) 485-6381

**COMMISSIONERS**  
Walter Backstrom  
Kenneth Goodwin  
Gail C. Harrell  
Maureen Jewitt  
Gwenn Maxfield

**GENERAL MANAGER**  
Bob Bandarra

N21

February 12, 2001

John Hastig  
Northshore Utility District  
6830 NE 185<sup>th</sup> Street  
Kenmore, WA 98028-2701

RE: Northshore Utility District Pump Station #16

Dear John:

Here is the executed revised Agreement for the transfer of the easements and ownership of the pipes within the "Willows Road Area" from NUD to WWD. Also enclosed for your records is a copy the Resolution authorizing WWD's General Manager to sign the Agreement.

To assist you in the transfer of the easements mentioned in the Agreement I've included Assignment of Easement forms. I hope this helps.

Another item of concern to us is the billing of these properties for sewer service. We are currently handling the effluent generated from the Willows Road Area properties and are not billing them. Redmond is the water purveyor to these properties, therefore, I assume you have an agreement with them or at least a working relationship with them to determine the customers sewer bill. If this is correct I will need that information and/or a contact at Redmond to institute our billing of the properties. Your help on this matter is of immediate importance to us. Maybe the best way to handle this would be for our finance people to talk to your finance people. Please call me to discuss this at your earliest convenience.

Should you have any questions regarding this matter please contact me extension 322.

Sincerely,  
WOODINVILLE WATER DISTRICT

Robert G. Bieker  
Engineering

Cc: Finance, WWD

c:\winword\devext\nsps#16\NUD ltr1

WOODINVILLE WATER DISTRICT  
KING COUNTY, WASHINGTON

RESOLUTION NO. 3379

A RESOLUTION OF THE Board of Commissioners of the Woodinville Water District approving a contract with the Northshore Utility District conveying sewer facilities and easement interests located in the Willows Road area to the Woodinville Water District and authorizing the District's Manager to sign the contract.

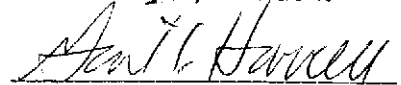
Whereas, the Northshore Utility District has agreed to convey to the Woodinville Water District certain sewer utility facilities and related easements and the Woodinville Water District has agreed to accept such facilities and operate and maintain them; and

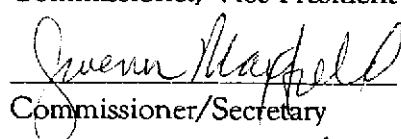
Whereas, a contract for such conveyance has been developed and reviewed by the Board of Commissioners; now, therefore,

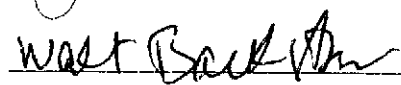
The Board of Commissioners of the Woodinville Water District hereby resolve that the contract for conveyance of sewer facilities located in the Willows Road area as attached hereto is approved and the District's General Manager is authorized to sign such contract.

Adopted by the Board of Commissioners of the Woodinville Water District, King County, Washington, at a regular meeting thereof on this 6th day of February 2001.

  
Commissioner/President

  
Commissioner/Vice President

  
Commissioner/Secretary

  
Commissioner

\_\_\_\_\_  
Commissioner



# Northshore Utility District

## ADDRESS

6830 NE 185th Street  
Kenmore, WA 98028-2701  
P.O. Box 82489  
Kenmore, WA 98028-0489

## TELEPHONES

Engineering: (425) 398-4401  
Administration: (425) 398-4402  
Operations: (425) 398-4403  
Information: (425) 398-4400  
Website: [Http://www.nud.net](http://www.nud.net)

## FAX NUMBERS

Engineering: (425) 398-4435  
Administration: (425) 398-4430  
Operations: (425) 398-4432  
Purchasing: (425) 398-4434

January 25, 2001

Mr. Robert G. Bieker  
Woodinville Water District  
P.O. Box 1390  
Woodinville, WA 98072-1390

Re: Transmittal of Interlocal Agreement Document  
Northshore Utility District Pump Station 16 Abandonment

Dear Bob,

Enclosed you will find two original copies of the revised Agreement for the transfer of the easements and ownership of the pipes within the "Willows Road Area" development from NUD to WWD. Our Board acted upon this agreement on Monday, January 22, 2001, repealing their previous action and replacing it with the revision. Upon your Board's action and signing (including insertion of the WWD Resolution number), please return one copy of this document to me and we will provide all of the pertinent original information we have in our records to you.

Our crews have now completed filling of the dry well.

Thanks for working this all out with us, Bob. It's funny how "common knowledge" – or assumptions – don't always reflect the detailed reality. But we got it done.

Please give me a call if you have any questions regarding this matter. I may be reached at (425) 398-4400 ext. 122.

Sincerely,

John D. Hastig, P.E.  
Engineering Manager

Enclosures - 2

Cc: Olson  
Project File

District File

I:\Engineering\PROJECTS\16 Sta 16 Abandonment\Transmittal of Interlocal Agreement.doc

*Accountable Management - Responsible Usage*

## **AGREEMENT**

This agreement is entered into between Northshore Utility District, a Washington municipal corporation formerly known as Northeast Lake Washington Sewer and Water District ("Northshore"), and Woodinville Water District, a Washington municipal corporation ("Woodinville").

### **Background**

1. Northshore currently provides sanitary sewer service to the area known as the Willows Road Area which is shown on the attached Exhibit A (the "Willows Road Area"). Northshore desires to terminate sanitary sewer service to the Willows Road Area because it is not within its district boundaries.
2. Woodinville is willing to provide sanitary sewer service to the Willows Road Area.
3. Northshore intends to transfer and assign to Woodinville any and all of its right, title and interest in and to the easements itemized below as a) through h) below, any permits or agreements relating to such easements, and Northshore's interest in any improvements located over, through, across and upon such easements, (collectively referred to in this agreement as the "Transferred Property") :
  - a) Easement from Willows 124<sup>th</sup> Associates to Northeast Lake Washington Sewer and Water District dated February 23, 1984 recorded under King County recording number 8402280720.
  - b) Easement from Richard P. File to Northeast Lake Washington Sewer and Water District dated February 2, 1984 recorded under King County recording number 8402280719.
  - c) Easement from Richard P. File and Joan M. File to Northeast Lake Washington Sewer and Water District dated February 2, 1984 recorded under King County recording number 8402280718.
  - d) Easement from Richard P. File to Northeast Lake Washington Sewer and Water District dated February 2, 1984 recorded under King County recording number 8402280717.
  - e) Easement from Richard P. File to Northeast Lake Washington Sewer and Water District dated February 2, 1984 recorded under King County recording number 8402280716.



Agreement  
Transfer of Property  
Willows Road Area

- f) Easement from Richard P. File to Northeast Lake Washington Sewer and Water District dated February 4, 1984 recorded under King County recording number 8403200736.
  - g) Easement from Willows 124 Associates Limited Partnership to Northeast Lake Washington Sewer and Water District dated January 28, 1991 recorded under King County recording number 9102050953.
  - h) Easement from Elling Halvorson and Barbara Halvorson to Northeast Lake Washington Sewer and Water District dated November 21, 1990, recorded under King County recording number 9102050954.
4. The following property will not be transferred to Woodinville, but has been removed and retained, or abandoned, by Northshore: a lift station with controls and two Cornell pumps located on the easements referenced above.
5. The purpose of this agreement is to provide the terms and conditions under which the transfer of the services and of the Transferred Property will occur.

**Agreement**

It is agreed as follows:

1. **Assignment.** In consideration of Woodinville taking over the responsibilities of providing sanitary sewer service to the Willows Road Area, Northshore assigns, transfers, sets over and delivers unto Woodinville all of Northshore's estate, right, title and interest in and to the Transferred Property and Woodinville accepts such assignment. This transfer shall be effective upon the mutual execution of this Agreement (the "Effective Date").
2. **Assumption.** Effective upon the Effective Date, Woodinville assumes the performance of all of the terms, covenants and conditions imposed upon Northshore under the Transferred Property accruing or arising on or after the Effective Date. Woodinville shall be responsible for the transfer of sanitary sewer service to Woodinville, including any interim sewage diversion. Northshore shall be responsible for removal of the lift station, controls and two Cornell pumps located on the Transferred Property. Woodinville agrees to indemnify, defend and hold Northshore harmless from any and all claims, demands, liabilities, costs (including attorneys' fees) and expenses whatsoever related to the Transferred Property arising on or after the Effective Date or arising from Woodinville's breach of this Agreement.

3. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of Northshore and Woodinville, their successors in interest and assigns.
4. **Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Washington and Northshore and Woodinville agree that venue is proper in King County.
5. **Miscellaneous.** Headings in this Agreement are for convenience only and shall not define or limit the provisions of this Agreement. This Agreement shall be construed according to its ordinary meaning and shall not be strictly construed for or against any party. Any modification or waiver of any term of this Agreement must be in writing signed by the party or parties against which enforcement of the modification or waiver is sought. This Agreement constitutes the entire agreement among the parties pertaining to the subject matter of this Agreement and all prior and contemporaneous agreements, representations and understandings, written or oral, are superseded and merged into this Agreement. Should any term, provision, covenant or condition of this Agreement be void, invalid or inoperative, the same shall not affect any other term, provision, covenant or condition of this Agreement, but the remainder shall be effective as though the void, invalid or inoperative term, provision, covenant or condition had not been contained in this Agreement.
6. **Counterparts.** This Agreement may be signed in counterpart, and each counterpart shall be deemed one and the same agreement.
7. **Authorization.** Execution of this Agreement by the under signed representatives of each party has been authorized by Resolution No. 2001-1-17 of the Board of Commissioners of the Northshore Utility District and Resolution No. 3379 of the Board of Commissioners of the Woodinville Water District.

NORTHSHORE UTILITY DISTRICT,  
a Washington municipal corporation

By: R. Daniel Olson  
Name: R. Daniel Olson  
Its: General Manager

WOODINVILLE WATER DISTRICT,  
a Washington municipal corporation

By: [Signature]  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Exhibit "A"

8403200736

LOT 1

LOT 2

LOT 3

LOT 4

LOT 5

LOT 6

LOT 7

WRA 2

WRA 3

WRA 4

WRA 5

WRA 6R

WRA 7R

WRA 1R

1.10 Ac (109)

1.03 Ac (57)

3.14 Ac (110)

3.16 Ac (64)

1.46 Ac (104)

0.93 Ac (103)

1.33 Ac (105)

3.20 Ac (106)

KC SP 1078060-8003270855

KC SP 1078031-7905170888

KC SP R278020-7906250893

BURLINGTON NORTHERN

WILLOWS RD

STATION NORTHERN SNOQUALMIE BRANCH

570-41-35E 183.03

SLATER

Exhibit "A"

LOT 1

LOT 2

LOT 3

LOT 4

LOT 5

WRA 2

WRA 3

WRA 4

WRA 5

WRA 6R

WRA 7R

WRA 1R

1.10 Ac (109)

1.03 Ac (57)

1.00 Ac (111)

3.14 Ac (110)

3.16 Ac (64)

1.46 Ac (104)

0.93 Ac (103)

1.33 Ac (105)

3.20 Ac (106)

58 Ac

KC SP 1078060-8003270855

KC SP 1078031-7905170888

KC SP R278020-7906250893

BURLINGTON NORTHERN

WILLOWS RD

STATION NORTHERN SMOQUALMIE BRANCH

SLATER

570-41-35E 183.03

57-48

5219/251-20

5219/243-20

51-59 W

140TH AVE

Exhibit "A"

8403200736

LOT 1

LOT 2

LOT 3

LOT 4

LOT 5

WRA 1R

WRA 2

WRA 3

WRA 4

WRA 5

WRA 6R

WRA 7R

WRA 8

WRA 9

WRA 10

WRA 11

WRA 12

WRA 13

WRA 14

WRA 15

WRA 16

WRA 17

WRA 18

WRA 19

WRA 20

WRA 21

WRA 22

WRA 23

WRA 24

WRA 25

WRA 26

WRA 27

WRA 28

WRA 29

WRA 30

WRA 31

WRA 32

WRA 33

WRA 34

WRA 35

WRA 36

WRA 37

WRA 38

WRA 39

WRA 40

WRA 41

WRA 42

WRA 43

WRA 44

WRA 45

WRA 46

WRA 47

WRA 48

WRA 49

WRA 50

WRA 51

WRA 52

WRA 53

WRA 54

WRA 55

WRA 56

WRA 57

WRA 58

WRA 59

WRA 60

WRA 61

WRA 62

WRA 63

WRA 64

WRA 65

WRA 66

WRA 67

WRA 68

WRA 69

WRA 70

WRA 71

WRA 72

WRA 73

WRA 74

WRA 75

WRA 76

WRA 77

WRA 78

WRA 79

WRA 80

WRA 81

WRA 82

WRA 83

WRA 84

WRA 85

WRA 86

WRA 87

WRA 88

WRA 89

WRA 90

WRA 91

WRA 92

WRA 93

WRA 94

WRA 95

WRA 96

WRA 97

WRA 98

WRA 99

WRA 100

WRA 101

WRA 102

WRA 103

WRA 104

WRA 105

WRA 106

WRA 107

WRA 108

WRA 109

WRA 110

WRA 111

WRA 112

WRA 113

WRA 114

WRA 115

WRA 116

WRA 117

WRA 118

WRA 119

WRA 120

WRA 121

WRA 122

WRA 123

WRA 124

WRA 125

WRA 126

WRA 127

WRA 128

WRA 129

WRA 130

WRA 131

WRA 132

WRA 133

WRA 134

WRA 135

WRA 136

WRA 137

WRA 138

WRA 139

WRA 140

WRA 141

WRA 142

WRA 143

WRA 144

WRA 145

WRA 146

WRA 147

WRA 148

WRA 149

WRA 150

WRA 151

WRA 152

WRA 153

WRA 154

WRA 155

WRA 156

WRA 157

WRA 158

WRA 159

WRA 160

WRA 161

WRA 162

WRA 163

WRA 164

WRA 165

WRA 166

WRA 167

WRA 168

WRA 169

WRA 170

WRA 171

WRA 172

WRA 173

WRA 174

WRA 175

WRA 176

WRA 177

WRA 178

WRA 179

WRA 180

WRA 181

WRA 182

WRA 183

WRA 184

WRA 185

WRA 186

WRA 187

WRA 188

WRA 189

WRA 190

WRA 191

WRA 192

WRA 193

WRA 194

WRA 195

WRA 196

WRA 197

WRA 198

WRA 199

WRA 200

WRA 201

WRA 202

WRA 203

WRA 204

WRA 205

WRA 206

WRA 207

WRA 208

WRA 209

WRA 210

WRA 211

WRA 212

WRA 213

WRA 214

WRA 215

WRA 216

WRA 217

WRA 218

WRA 219

WRA 220

WRA 221

WRA 222

WRA 223

WRA 224

WRA 225

WRA 226

WRA 227

WRA 228

WRA 229

WRA 230

WRA 231

WRA 232

WRA 233

WRA 234

WRA 235

WRA 236

WRA 237

WRA 238

WRA 239

WRA 240

WRA 241

WRA 242

WRA 243

WRA 244

WRA 245

WRA 246

WRA 247

WRA 248

WRA 249

WRA 250

WRA 251

WRA 252

WRA 253

WRA 254

WRA 255

WRA 256

WRA 257

WRA 258

WRA 259

WRA 260

WRA 261

WRA 262

WRA 263

WRA 264

WRA 265

WRA 266

WRA 267

WRA 268

WRA 269

WRA 270

WRA 271

WRA 272

WRA 273

WRA 274

WRA 275

WRA 276

WRA 277

WRA 278

WRA 279

WRA 280

WRA 281

WRA 282

WRA 283

WRA 284

WRA 285

WRA 286

WRA 287

WRA 288

WRA 289

WRA 290

WRA 291

WRA 292

WRA 293

WRA 294

WRA 295

WRA 296

WRA 297

WRA 298

WRA 299

WRA 300

WRA 301

WRA 302

WRA 303

WRA 304

WRA 305

WRA 306

WRA 307

WRA 308

WRA 309

WRA 310

WRA 311

WRA 312

WRA 313

WRA 314

WRA 315

WRA 316

WRA 317

WRA 318

WRA 319

WRA 320

WRA 321

WRA 322

WRA 323

WRA 324

WRA 325

WRA 326

WRA 327

WRA 328

WRA 329

WRA 330

WRA 331

WRA 332

WRA 333

WRA 334

WRA 335

WRA 336

WRA 337

WRA 338

WRA 339

WRA 340

Exhibit "A"

8403200736

LOT 1

LOT 2

LOT 3

LOT 4

LOT 5

WRA 6R

WRA 5

WRA 4

WRA 3

WRA 2

WRA 7R

WRA 1R

1.10 Ac (109)

1.03 Ac (57)

3.14 Ac (110)

1.46 Ac (104)

0.93 Ac (103)

1.33 Ac (105)

3.20 Ac (106)

KC SP 1078060-8003270855

KC SP 1078031-7906170888

KC SP R278020-7906250893

BURLINGTON NORTHERN

WILLOWS RD

STON NORTHERN SMOQUALMIE BRANCH

SLATER



# PACIFIC NORTHWEST TITLE

DATE: 5/3

TIME: 8:10

TOTAL # OF PAGES: 7

PREPARED FOR: BOB  
Woodinville Water District

Enclosed are the following items per your request:

<input type="checkbox"/> Listing Package	<input checked="" type="checkbox"/> Property Profile
<input type="checkbox"/> Comparable Sales	<input type="checkbox"/> Map
<input type="checkbox"/> Document(s)	<input type="checkbox"/> CC&R's

Other: \_\_\_\_\_

PREPARED BY: Kari

Phone: (206) 343-1323 Fax: (206) 343-1334  
Web site: <http://pnwt.com> E-mail: [cs@pnwt.com](mailto:cs@pnwt.com)

Please remember to specify Pacific Northwest Title on all of your  
Purchase and Sale Agreements

Disclaimer: The information provided is not the result of a Title Search and is not based on a complete examination of the public records. Pacific Northwest Title Company disclaims any liability as to the sufficiency of the documents in this profile.

## PNWT.COM

### What's New This Month?

#### New & Improved Corporate Directory!



Visit our Employee Email Directory & easily contact your sales team, title & escrow officers & customer service department!  
Meet Unit 8... We've added a fun holiday photo of the Unit 8 team!  
Easily find our 7 locations with new maps!

#### Did you know?

607,221 adults (18+) have Web access in Seattle  
(Net Track 9/97 indexed to Scarborough Data)

PNWT.COM

"Your Local Real Estate Search Engine"

# METROSCAN

## PROPERTY PROFILE

Parcel ID: 272605 9106	Bldg: 1	Total	: \$7,074,200
Owner : Bentall Enterprises LLC		Land	: \$972,700
CoOwner :		Struct	: \$6,101,500
Site Addr: 12421 Willows Rd NE Kirkland 98034		%Imprvd	: 86
Mail Addr: 4 Bentall Centre Ste 1800 V7X Vancouver		Cahedg Cd	: 7260
Sale Date: 04/16/97	Doc# : 1764	1999 Tax	: \$102,029.00
Sale Price: \$7,175,000 FULL Deed : Special Warranty		Phone	:
Loan Amt :	Type :	Vol:	Pg:
Use Code : 514 IND, HIGH TECH, 25K-50K SQFT		MapGrid	: 506 35
Zoning : MP		NbrhdCd	: 510000
Prop Desc: Willows 124		-- CENSUS --	
Legal : STR 272605 TAXLOT 106 LOT 1 OF KC		Tract	: 219.04
: SHORT PLAT #R278020 (REV) REC		Block	: 1
: #8902210369 SD SP DAF - LOTS 1		QSTR	: NW 27 26N05E

### PROPERTY CHARACTERISTICS

Bedrooms :	1st Floor SF :	Year Built	: 1986
Bath Full:	2nd Floor SF :	Eff Year	:
Bath 3/4 :	Half Floor SF :	Bldg Matl	: Fireprf
Bath 1/2 :	AboveGrnd SF :	Bldg Cond	:
Other Rms:	Bsmnt Finished :	Bldg Grade	: Good
Dining Rm:	Bsmnt Total SF :	Interior	:
Fireplace:	Building SqFt : 84,266	Wall Matl	:
Appliance:	Lease SqFt : 70,982	Insulation	:
Deck :	Deck SqFt :	HeatSource	:
Laundry :	Carport SqFt :	Heat Type	: Central
Porch :	Garage Type :	Air Method	:
Pool :	Attached GrgSF :	ElectricSvc	:
Spa :	Detached GrgSF :	Wtr Source	:
Sauna :	Bsmnt ParkingSF :	Sewer Type	:
Stories : 3	Basement Type :	Purpose	:
Units :	Basement Grade :	Nuisance	:

#### LAND INFORMATION

.....

St Access: Std	Lot SqFt : 176,854
Beach Acc:	Lot Acres: 4.06
WtrFront :	Lot Shape: Irregular
WtrFntLoc:	Tde/Uplnd:
WtrFntAFT:	TopogrpHy: Slope
GroundCvr:	TopoPrbdt: Slope

#### OTHER INFORMATION

.....

St Surface :	Soundproof :
Tennis :	Storage :
Elevator : No	Curb/Gutter :
Sprinklers : No	Sidewalk :
Security :	St Light :
Golf Adj :	

**VIEWS:** Mountain:      Lake/Rvt:      Puget:      City:      Lk Wa/Sam:

### TRANSFER HISTORY

OWNERS	DATE	/ DOC #	PRICE	DEED	LOAN	TYPE
: Willows 124 Ltd Partne	: 01/30/84	781	:	: Warran	:	:
: Bentall Enterprises L	:	:	:	:	:	:
:	:	:	:	:	:	:
:	:	:	:	:	:	:
:	:	:	:	:	:	:
:	:	:	:	:	:	:

# METROSCAN

## PROPERTY PROFILE

Parcel ID: 272605 9025	Bldg: 1	Total	: \$5,496,900
Owner : Bentall Enterprises Ltd		Land	: \$428,800
CoOwner :		Struct	: \$5,068,100
Site Addr: 12413 Willows Rd NE Kirkland 98034		Imprvd	: 92
Mail Addr: 4 Bentall Centre Ste 1400 V7X Vancouver		City Cd	: 7260
Sale Date: 04/16/97	Doc# : 1765	1999 Tax	: \$78,301.20
Sale Price: \$5,315,000 FULL Deed : Special Warranty		Phone	:
Loan Amt :	Type:	Vol:	Pg:
Use Code : 515 IND, HIGH TECH, 50K-100K SQFT		MapGrid	: 506 J5
Zoning : MP		NbrhdCd	: 510000
Prop Desc: Willows 124 Bldg "B"		-- CENSUS	
Legal : STR 272605 TAXLOT 25 LOT 2 OF KC		Tract	: 219.04
: SHORT PLAT #R278020 (REV) REC		Block	: 1
: #8902210369 SD SP DAF - LOTS 1		QSTR	: NW 27 26N05E

### PROPERTY CHARACTERISTICS

Bedrooms :	1st Floor SF :	Year Built	: 1996
Bath Full :	2nd Floor SF :	Eff Year	:
Bath 3/4 :	Half Floor SF :	Bldg Matl	: Masonry
Bath 1/2 :	AboveGrnd SF :	Bldg Cond	:
Other Rms:	Bsmnt Finished :	Bldg Grade	: Avg
Dining Rm:	Bsmnt Total SF :	Interior	:
Fireplace:	Building SqFt : 61,077	Wall Matl	:
Appliance:	Lease SqFt : 61,077	Insulation	:
Deck :	Deck SqFt :	HeatSource	:
Laundry :	Carport SqFt :	Heat Type	: Heat Pump
Porch :	Garage Type :	Air Method	:
Pool :	Attached GrgSF :	ElectricSvc	:
Spa :	Detached GrgSF :	Wtr Source	:
Sauna :	Bsmnt ParkingSF:	Sewer Type	:
Stories : 3	Basement Type :	Purpose	:
Units :	Basement Grade :	Nuisance	:

#### LAND INFORMATION

.....

St Access: Std      Lot SqFt : 77,972

Beach Acc:      Lot Acres: 1.78

WtrFront :      Lot Shape: Corner Lot

WtrFntLoc:      Tde/Uplnd:

WtrFrntFT:      Topogrphy: Rolling

GroundCvr:      TopoProbd: Rolling

#### OTHER INFORMATION

.....

St Surface :      Soundproof :

Tennis :      Storage :

Elevator : No      Curb/Gutter :

Sprinklers : No      Sidewalk :

Security :      St Light :

Golf Adj :

VIEWS: Mountain:      Lake/Rvr:      Puget:      City:      Lk Wa/Sam:

### TRANSFER HISTORY

OWNERS	DATE	/ DOC #	PRICE	DEED	LOAN	TYPE
: Willows 124 Ltd Partne	: 01/30/84	761	:	: Warran	:	:
: Bentall Enterprises L	:	:	:	:	:	:
:	:	:	:	:	:	:
:	:	:	:	:	:	:
:	:	:	:	:	:	:
:	:	:	:	:	:	:



# METROSCAN

## PROPERTY PROFILE

Parcel ID: 272605 9008	Bldg:	Total : \$314,300
Owner : Willows Building C Partnership		Land : \$314,300
CoOwner :		Struct :
Site Addr: 12611 Willows Rd Ne		Imprvd :
Mail Addr: 12515 Willows Rd NE #200 Kirkland Wa 98034		Levy Cd : 7260
Sale Date: 09/03/90 Doc# : 696		1999 Tax : \$4,609.84
Sale Price: \$264,200 FULL Deed : Warranty		Phone :
Loan Amt : Type:		Vol: Pg:
Use Code : 932 VACANT, INDUSTRIAL, 1 TO 5 ACRES		MapGrid : 506 H5
Zoning : MP		NbrhdCd : 510000
Prop Desc: Modular Office		-- CENSUS --
Legal : STR 272605 TAXLOT 8 LOT 2 KCSP		Tract :
: 1078031 REC AF # 7905170688 SD		Block :
: PLAT DAF - POR OF E 1/2 OF NW 1/4		QSTR : NW 27 26N05E

### PROPERTY CHARACTERISTICS

Bedrooms :	1st Floor SF :	Year Built :
Bath Full:	2nd Floor SF :	Eff Year :
Bath 3/4 :	Half Floor SF :	Bldg Matl :
Bath 1/2 :	AboveGrnd SF :	Bldg Cond :
Other Rms:	Bsmnt Finished :	Bldg Grade :
Dining Rm:	Bsmnt Total SF :	Interior :
Fireplace:	Building SqFt :	Wall Matl :
Appliance:	Lease SqFt :	Insulation :
Deck :	DeckSqFt :	HeatSource :
Laundry :	Carport SqFt :	Heat Type :
Porch :	Garage Type :	Air Method :
Pool :	Attached GrgSF :	ElectricSvc :
Spa :	Detached GrgSF :	Wtr Source :
Sauna :	Bsmnt ParkingSF:	Sewer Type :
Stories :	Basement Type :	Purpose :
Units :	Basement Grade :	Nuisance :

#### LAND INFORMATION

St Access: Std	Lot SqFt : 57,146
Beach Acc:	Lot Acres: 1.31
WtrFront :	Lot Shape: Irregular
WtrFntLoc:	Tde/Uplnd:
WtrFntFT:	Topogrphy:
GroundCvr:	TopoProbd:

#### OTHER INFORMATION

St Surface :	Soundprocf :
Tennis :	Storage :
Elevator : No	Curb/Gutter :
Sprinklers : No	Sidewalk :
Security :	St Light :
Golf Adj :	

VIEWS: Mountain:	Lake/Rvr:	Puget:	City:	Lk Wa/Sam:
------------------	-----------	--------	-------	------------

### TRANSFER HISTORY

OWNERS	DATE	/ DOC #	PRICE	DEED	LOAN	TYPE
:	:	:	:	:	:	:
:	:	:	:	:	:	:
:	:	:	:	:	:	:
:	:	:	:	:	:	:
:	:	:	:	:	:	:
:	:	:	:	:	:	:

# METROSCAN

## PROPERTY PROFILE

Parcel ID: 272605 9104	Bldg: 1	Total	: \$1,649,100
Owner : Halverson Elling B		Land	: \$352,000
CoOwner :		Struct	: \$1,297,100
Site Addr: 12515 Willows Rd NE Kirkland 98034		Imprvd	: 79
Mail Addr: 12515 Willows Rd NE #200 Kirkland Wa 98034		Levy Cd	: 7260
Sale Date: 05/31/88	Doc# : 1115	1999 Tax	: \$24,242.48
Sale Price: \$1,300,000	Deed : Warranty	Phone	:
Loan Amt :	Type:	Vol:	Pg:
Use Code : 523 IND, PARK, 10K TO 25K SQFT		MapGrid	: 506 J5
Zoning : MF		NbrhdCd	: 510000
Prop Desc: North Ridge Software		CENSUS	--
Legal : STR 272605 TAXLOT 104 LOT 4 KCSP		Tract	: 219.04
: 1078031 REC AF # 7905170888 SD		Block	: 1
: FLAT DAF - POR CF E 1/2 OF NW 1/4		QSTR	: NW 27 26N05E

### PROPERTY CHARACTERISTICS

Bedrooms :	1st Floor SF :	Year Built :	1984
Bath Full:	2nd Floor SF :	Eff Year :	
Bath 3/4 :	Half Floor SF :	Bldg Matl :	Frame
Bath 1/2 :	AboveGrnd SF :	Bldg Cond :	
Other Rms:	Bsmnt Finished :	Bldg Grade :	Good
Dining Rm:	Bsmnt Total SF :	Interior :	
Fireplace:	Building SqFt :	Wall Matl :	
Appliance:	Lease SqFt :	Insulation :	
Deck :	DeckSqFt :	HeatSource :	
Laundry :	Carport SqFt :	Heat Type :	Central
Porch :	Garage Type :	Air Method :	
Pool :	Attached GrqSF :	ElectricSvc :	
Spa :	Detached GrqSF :	Wtr Source :	
Sauna :	Bsmnt ParkingSF :	Sewer Type :	
Stories : 2	Basement Type :	Purpose :	
Units :	Basement Grade :	Nuisance :	

#### LAND INFORMATION

#### OTHER INFORMATION

St Access: Std	Lot SqFt : 63,998	St Surface :	Soundproof :
Beach Acc:	Lot Acres: 1.46	Tennis :	Storage :
WtrFront :	Lot Shape: Irregular	Elevator : No	Curb/Gutter :
WtrFntLoc:	Tde/Uplnd:	Sprinklers : No	Sidewalk :
WtrFrntFT:	Topogrphy: Rolling	Security :	St Light :
GroundCvr:	TopoProbd: Rolling	Golf Adj :	

VIEWS: Mountain:      Lake/Rvr:      Puget:      City:      Lk Wa/Sam:

### TRANSFER HISTORY

OWNERS	DATE	/ DOC #	PRICE	DEED	LOAN	TYPE
:	:	:	:	:	:	:
:	:	:	:	:	:	:
:	:	:	:	:	:	:
:	:	:	:	:	:	:
:	:	:	:	:	:	:
:	:	:	:	:	:	:

# METROSCAN

## PROPERTY PROFILE

Parcel ID: 272605 9103	Bldg: 1	Total : \$900,900
Owner : Terra Properties		Land : \$246,500
CoOwner :		Struct : \$654,400
Site Addr: 12525 Willows Rd NE Kirkland 98034		*Imprvd : 73
Mail Addr: 3230 W Lake Sammamish Pkwy NE Redmond Wa 98052		Heavy Cd : 7260
Sale Date: 03/06/90	Doc# : 1866	1999 Tax : \$13,579.09
Sale Price: \$875,000	Deed : Warranty	Phone :
Loan Amt :	Type :	Vol: Pg:
Use Code : 523 IND, PARK, 10K TO 25K SQFT		MapGrid : 506 J5
Zoning : MP		NbrhdCd : 510000
Prop Desc: Willows Rd Office Park		CENSUS --
Legal : STR 272605 TAXLOT 103 LOT 3 KCSP		Tract : 219.04
: 1078031 REC AF # 7905170888 SD		Block : 1
: PLAT DAF - POR OF E 1/2 OF NW 1/4		QSTR : NW 27 26N05E

### PROPERTY CHARACTERISTICS

Bedrooms :	1st Floor SF :	Year Built : 1981
Bath Full:	2nd Floor SF :	Eff Year :
Bath 3/4 :	Half Floor SF :	Bldg Matl : Frame
Bath 1/2 :	AboveGrnd SF :	Bldg Cond :
Other Rms:	Bsmnt Finished :	Bldg Grade : Avg
Dining Rm:	Bsmnt Total SF :	Interior :
Fireplace:	Building SqFt : 15,963	Wall Matl :
Appliance:	Lease SqFt : 15,936	Insulation :
Deck :	DeckSqFt :	HeatSource :
Laundry :	Carport SqFt :	Heat Type : Central
Porch :	Garage Type :	Air Method :
Pool :	Attached GrgSF :	ElectricSvc :
Spa :	Detached GrgSF :	Wtr Source :
Sauna :	Bsmnt ParkingSF :	Sewer Type :
Stories : 1	Basement Type :	Purpose :
Units :	Basement Grade :	Nuisance :

#### LAND INFORMATION

#### OTHER INFORMATION

St Access: Std	Lot SqFt : 44,814	St Surface :
Beach Acc:	Lot Acres: 1.02	Tennis :
WtrFront :	Lot Shape: Irregular	Elevator : No
WtrEntLoc:	Tde/Uplnd:	Sprinklers : No
WtrFrntFT:	Topogtphy:	Security :
GroundCvr:	TopoPrbld:	Golf Adj :
		Soundproof :
		Storage :
		Curb/Gutter :
		Sidewalk :
		St Light :

VIEWS: Mountain:      Lake/Rvr:      Puget:      City:      Lk Wa/Sam:

### TRANSFER HISTORY

OWNERS	DATE	/ DOC #	PRICE	DEED	LOAN	TYPE
:	:	:	:	:	:	:
:	:	:	:	:	:	:
:	:	:	:	:	:	:
:	:	:	:	:	:	:
:	:	:	:	:	:	:
:	:	:	:	:	:	:
:	:	:	:	:	:	:

# METROSCAN

## PROPERTY PROFILE

Parcel ID: 272605 9102	Bldg: 1	Total	: \$641,800
Owner : Lottinville Rane II		Land	: \$435,200
CoOwner :		Struct	: \$206,600
Site Addr: 12735 Willows Rd NE Kirkland 98034		*Imprvd	: \$2
Mail Addr: 12735 Willows Rd NE Kirkland Wa 98034		Levy Cd	: 7260
Sale Date: 03/09/98	Doc# : 1566	1999 Tax	: \$10,524.43
Sale Price:	Deed : Quit Claim	Phone	:
Loan Amt :	Type:	Vol:	Pg:
Use Code : 532 IND, SERVICE BLDG, 2K TO 10K SQFT		MapGrid	: 506 J5
Zoning : MP		NbrhdCd	: 510000
Prop Desc: Office Service Garage		-- CENSUS --	
Legal : STR 272605 TAXLOT 102 LOT 1 KCSP		Tract	: 219.04
: 1078031 REC AF # 7905170888 SD		Block	: 1
: PLAT DAF - POR OF E 1/2 OF NW 1/4		QSTR	: NW 27 26N05E

### PROPERTY CHARACTERISTICS

Bedrooms :	1st Floor SF :	Year Built	: 1990
Bath Full:	2nd Floor SF :	Eff Year	:
Bath 3/4 :	Half Floor SF :	Bldg Matl	: Masonry
Bath 1/2 :	AboveGrnd SF :	Bldg Cond	:
Other Rms:	Bsmnt Finished :	Bldg Grade	: Avg
Dining Rm:	Bsmnt Total SF :	Interior	:
Fireplace:	Building SqFt : 4,200	Wall Matl	:
Appliances:	Lease SqFt : 4,200	Insulation	:
Deck :	Deck SqFt :	HeatSource	:
Laundry :	Carport SqFt :	Heat Type	: Sus Hdr
Porch :	Garage Type :	Air Method	:
Pool :	Attached GrqSF :	ElectricSvc	:
Spa :	Detached GrqSF :	Wtr Source	:
Sauna :	Bsmnt ParkingSF:	Sewer Type	:
Stories : 1	Basement Type :	Purpose	:
Units :	Basement Grade :	Nuisance	:

#### LAND INFORMATION

.....

St Address: Std

Beach Acc:

WtrFront :

WtrEntLoc:

WtrFrntFT:

GroundCvr:

Lot SqFt : 87,044

Lot Acres: 1.99

Lot Shape: Restricted

Tde/Uplnd:

Topogrphy:

TopoProhd:

#### OTHER INFORMATION

.....

St Surface :

Tennis :

Elevator : No

Sprinklers : No

Security :

Golf Adj :

Soundproof :

Storage :

Curb/Gutter :

Sidewalk :

St Light :

VIEWS: Mountains:      Lake/Rvr:      Puget:      City:      Lk Wa/Sam:

### TRANSFER HISTORY

OWNERS	DATE	/ DOC #	PRICE	DEED	LOAN	TYPE
: Katco Sales Inc	: 09/21/92	2195	: \$715,000	: Warran	: \$643,500	: Sell
:	:	:	:	:	:	:
:	:	:	:	:	:	:
:	:	:	:	:	:	:
:	:	:	:	:	:	:
:	:	:	:	:	:	:



# City of Bothell

**B-21**

Public Works Department  
Dawson Building  
9654 NE 182<sup>nd</sup> Street  
Bothell, WA 98011

## FAX COVER SHEET

DATE:	October 3, 2003	TIME:	2:12 PM
TO:	Ken McDowell	PHONE:	425-487-4104
		FAX:	425-483-0327
FROM:	Eddie Low	PHONE:	(425) 486-2768
		FAX:	(425) 486-2489
RE:	Amber Lane Plat - Sewer Agreement		

☒ Urgent    ☐ Reply ASAP    ☐ Please comment    ☐ Please review    ☐ FYI

Number of pages including cover sheet: 7 pages

### Message:

Good news...We already have an interlocal agreement to service this area, see attached map of the agreement which include Amber Lane Plat and the adjacent properties. This was approved as part of Goldstar development in 1998, so we are all a go for Burnstead Construction. Sorry for the confusion and this will save us further time in processing this although we had to spend some time working on this so far.

Just a note that there are other properties on the east side of 132<sup>nd</sup> that have approached the City to provide service to some existing homes and we may wish to spend some time to talk more about this. Let me know what time is good for you and who else should be involved to look at the overall area so that we can look at expanding this agreeemnt to cover a larger service area.

cc: Project File  
Reading file

**INTERLOCAL AGREEMENT BETWEEN WOODINVILLE WATER DISTRICT AND  
THE CITY OF BOTHELL FOR BOTHELL SANITARY SEWER SERVICE IN  
WOODINVILLE WATER DISTRICT SERVICE AREA**

This Agreement is made and entered into between the City of Bothell, a municipal corporation in the state of Washington, hereinafter referred to as "Bothell," and the Woodinville Water District, a municipal corporation in the state of Washington, hereinafter referred to as "District."

**WITNESSETH:**

WHEREAS, both Bothell and the District are authorized by state law to enter into cooperative agreements; and

WHEREAS, both Bothell and the District are authorized by state law to provide sanitary sewer service; and

WHEREAS, the area described and designated on Exhibit "A" (attached hereto and by this reference incorporated herein) is in the service area of the District and in the City of Woodinville; and

WHEREAS, said area is not presently serviced through District infrastructure; and

WHEREAS, Bothell plans to provide service capacity to its adjoining service area by a sanitary sewer main-line installation in the public right-of-way on 132nd Avenue N.E. as shown on Exhibit A, and such line has the capacity and availability to provide service to that portion of the District service area described and designated on Exhibit A; and

WHEREAS, both parties are desirous, where possible and convenient, to mutually assist one another,

NOW, THEREFORE, the parties agree as follows:

**SECTION 1. PURPOSE**

The purpose of this Agreement is to provide sanitary sewer service in a reasonable manner to the District service area depicted on Exhibit A in addition to the adjoining area within the Bothell service area by the installation of a sanitary sewer main-line by Bothell in the public right-of-way on 132nd Avenue N.E.

GRP/PR#	5872	S.F.
PROJ	NAME: Goldstar/Burton	
FILE:	801-APP	



## SECTION 2. SEWER SERVICE/RATES AND CHARGES

The District agrees that Bothell may provide sanitary sewer service to properties within the Woodinville Water District service area and within the City of Woodinville depicted and described on Exhibit A according to the provisions for sanitary sewer service, including applicable rates and charges for sewer service outside the city limits provided for in the Bothell Municipal Code.

## SECTION 3. WAIVER OF ANNEXATION AGREEMENT

Bothell agrees to waive its normal requirement for utility service outside the city limits requiring that the property owners applying to receive service sign an annexation agreement (City Council Resolution No. 635).

## SECTION 4. USE OF EASEMENT

The District agrees that Bothell may construct, maintain and operate a sanitary sewer main-line within the District's easement through the City of Woodinville's right-of-way as depicted and designated on Exhibit A. All costs of installation and maintenance shall be solely the responsibility of Bothell.

## SECTION 5. BOTHELL CODES

The District agrees that Bothell shall regulate connection, permits, rates, billing, and other sewer service matters regulated in Bothell Municipal Code Chapter 18.03, its successor, and as said chapter may be amended from time to time, with respect to all properties within the service area depicted on Exhibit A that apply to Bothell for sewer service from the sanitary sewer main line installed by Bothell pursuant to this Agreement. Bothell shall be entitled to exercise without limitation herein its full regulatory powers and legal rights with respect to sewer service to properties within said service area connecting to the sewer main extension authorized by this Agreement.

## SECTION 6. ASSIGNMENT

Neither party shall have the right to assign this Agreement or its rights or obligations hereunder, in whole or in part, to any entity without the prior written consent of the other party, and neither party shall have the right to terminate its obligations hereunder by dissolution or otherwise.

## SECTION 7. HOLD HARMLESS/INDEMNIFICATION

Bothell agrees to indemnify, defend and hold the District, its employees, agents and elected and appointed officials harmless from any and all claims which may be made against them arising out of the performance of the activities described in this agreement, to the extent of the negligence of Bothell, its employees, and elected and/or appointed officials.

The District agrees to indemnify, defend and hold Bothell, its employees, agents and elected and appointed officials harmless from and all claims which may be made against them arising out of the performance of the activities described in this agreement, to the extent of the negligence of the District, its employees and elected and/or appointed officials.

## SECTION 8. EFFECTIVE DATE/TERMINATION

This Interlocal Agreement shall become effective upon authorized signature by both parties and shall remain in effect in perpetuity or until amended or terminated by mutual agreement of the parties.

DATED this 5 day of October, 1998.

CITY OF BOTHELL

BY: Michael Caldwell

CITY MANAGER

ATTEST/AUTHENTICATED:

Joanne Trudel

CITY CLERK, JOANNE TRUDEL

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY

BY: Greg A. Rubstello

GREG A. RUBSTELLO

WOODINVILLE WATER DISTRICT

BY: Steve Hansen

CHAIRMAN, BOARD OF COMMISSIONERS

PRESIDENT

OCT-03-2003 14:20

CITY OF BOTHELL

4254862489 P.05/07

05/11/1998 11:13

425486248

WOODINVILLE WTR DIST

PAGE 05

ATTEST/AUTHENTICATED

CLERK

APPROVED AS TO FORM:  
WATER DISTRICT ATTORNEY

BY:

*Michael P. Runk*

GAR:PA250.1A32/P0004.900000/20004.

*Bothell/WWD Internal*

ATTEST/AUTHENTICATED

*LeAnne Maubel*  
~~CLERK~~ EXECUTIVE ASSISTANT

APPROVED AS TO FORM:  
WATER DISTRICT ATTORNEY

BY: \_\_\_\_\_

GAR194250.1AGR/P0004.900000/B0004.

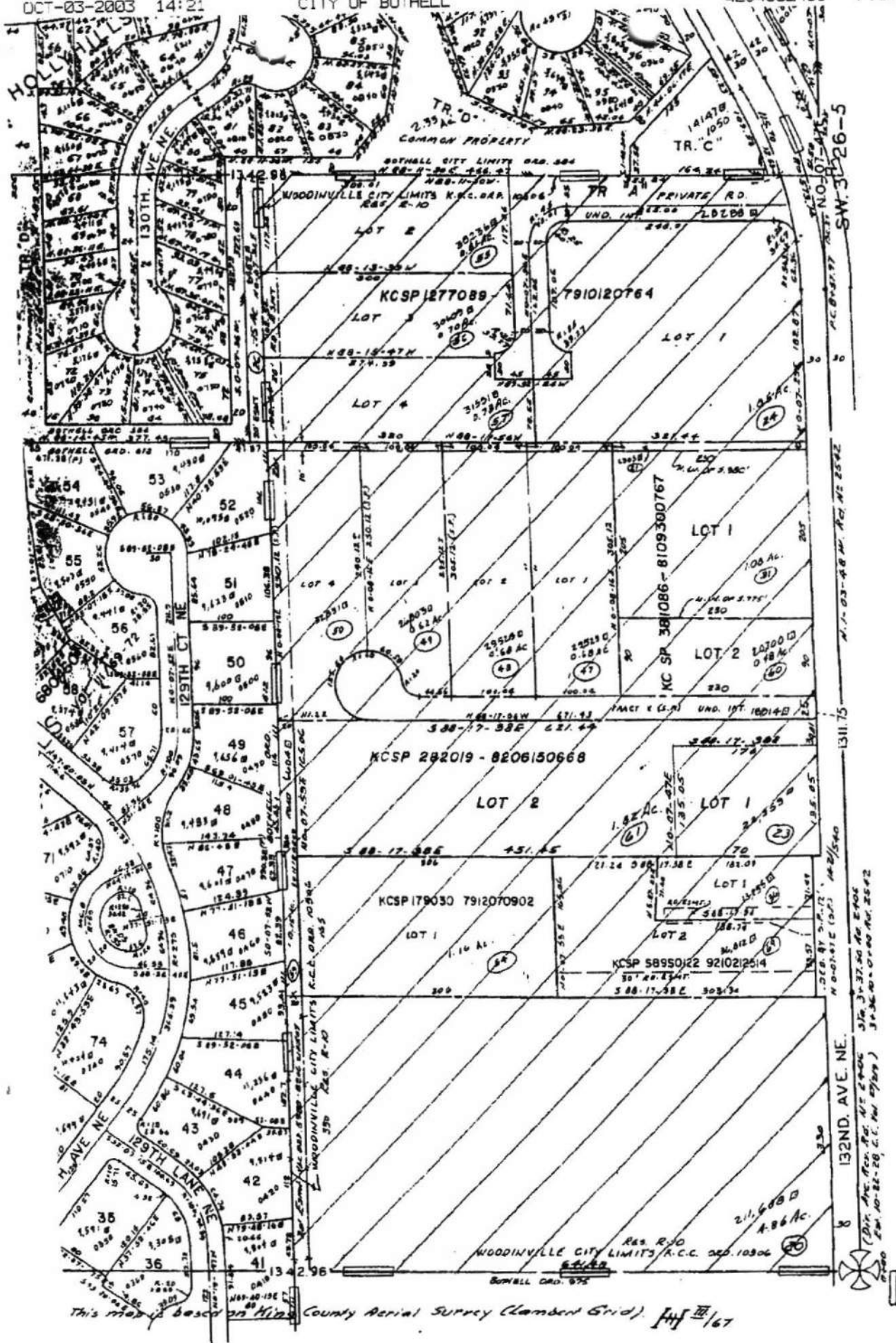


EXHIBIT A

TOTAL P.07

**It was moved by Commissioner Maxfield, seconded by Commissioner Backstrom, to authorize the General Manager discretion for up to a 5% contingency. Vote 4-0-0. The motion is carried. So ordered.**

11 (b) Adopt Resolution 3403 Accepting Bond in Lieu of Retainage

**It was moved by Commissioner Harrell, seconded by Commissioner Backstrom, to adopt Resolution 3403 adopting standards for accepting bonds in lieu of retainage. Vote 4-0-0. The motion is carried. So ordered.**

11 (c) Interlocal Agreement with the City of Bothell to Provide Interim Water and Sewer Service to the Wolfe Ridge Shortplat

**It was moved by Commissioner Harrell, seconded by Commissioner Maxfield, to authorize the General Manager to sign the attached Agreements for Interim Water and Sewer Service. Vote 4-0-0. The motion is carried. So ordered.**

11 (d) Letter from Paul W. Spoor, Kamiakan Junior High School Principal, Kirkland

Ms. Rannfeldt noted she had received a request from Paul Spoor seeking to obtain water emergency boxes similar to those distributed a couple of years ago. Ms Rannfeldt asked the Board's opinion on how they wanted her to proceed. Commissioner Maxfield commented that she was in favor of directing Ms. Rannfeldt to research the cost of reinstating the Emergency Water Box program and to find out if the schools can work directly with the program developer. She added that she is in support of the idea, but would like the School District to do the administration. There was agreement among the other Commissioners present.

11 (e) Leak Adjustment Request from King County Parks Division

Upon staff confirmation that this is a first-time request, **it was moved by Commissioner Maxfield, seconded by Commissioner Backstrom, to approve the leak adjustment request for King County Parks Division for \$2,014.85.**

**SIGNIFICANT CORRESPONDENCE:** None

(Commissioner Jewitt arrived)

**COMMISSIONER'S FOLLOW-UP**

13 (a) Update Monthly Calendar of Board Activities

13 (b) Status Regional Committees and Boards

President Goodwin announced that he had been elected to the State Board as Treasurer.



WATER & SEWER  
Approved

REGULAR MEETING

April 6, 1999

Need to have  
Signed &  
Submitted to  
Bothell

ITEM 8(d): Interlocal Agreement with Bothell for Water and Sewer Service

DISCUSSION:

Wellington-Morris Corporation is planning a 4-lot short plat along 124<sup>th</sup> Avenue NE near NE 165<sup>th</sup> Street. The property is located within the City of Bothell, immediately adjacent to Woodinville Water District's service area. Please refer to the attached project location map.

The City of Bothell does not have water or sewer service available nearby. However, Woodinville Water District can provide both water service and gravity sewer service to the property through developer extension agreements. The City of Bothell has confirmed that it is willing to enter into Agreements for Interim Water and Sewer Service, which will allow the District to provide service to the plat until the City of Bothell is able to provide such service. This concept is similar to our Interlocal Agreement with the City of Redmond, which allows us to provide interim service to some of Redmond's customers.

The City of Bothell has furnished the attached agreements for approval by the Board. Both the City of Bothell and the developer will be parties to this agreement, as well. The District's General Counsel has reviewed this agreement form.

We should note that it is extremely unlikely that Bothell will ever provide sewer service to this development, as the District can now provide gravity sewer service. Water service by Bothell, in the future, is also somewhat unlikely.

RECOMMENDED ACTION:

Motion to authorize the General Manager to sign the attached Agreements for Interim Water and Sewer Service.

FINANCIAL IMPACTS:

None. The developer will be responsible for all costs associated with developer extension agreements to extend the water and sewer lines to serve the property. The developer will also pay all applicable District charges for water and sewer service.

C:\My Documents\City of Bothell\Agenda Item - Agreement for Interim service April 6, 1999 Board Meeting



### AGREEMENT FOR INTERIM SEWER SERVICE

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2001, between the Woodinville Water District, a municipal corporation in King County, Washington ("District") and the City of Bothell, a municipal corporation in King County an Snohomish County, Washington ("City"); and Critchlow Homes, Inc. ("Owner/Developer").

Whereas, City is authorized to provide sewer service to customers located within its sewer service area, and District is authorized to provide sewer service to customers within its boundaries; and

Whereas, property is located within City's boundaries and its sewer service area known as WOLFE RIDGE SHORT PLAT and legally described on Exhibit "A", which is attached hereto and incorporated by reference herein (the Property) is being developed for residential use; and

Whereas, development of the property will require extension of the public sewer service system; and

Whereas, City cannot provide sewer service to Property by extension of its sewer service system; however

Whereas, District's public sewer system is in proximity to the Property and District can provide interim sewer service to the Property; now therefore,

City agrees that District can provide and District agrees to provide interim sewer service to the Property under the following terms and conditions;

1. District's public sewer system shall be extended to the Property by the Owners/Developers of the Property pursuant to District's developer extension process incorporating the more stringent of the District's and City's standards and specifications.
2. As a condition of service and prior to connection to District's public sewer system, the Owners/Developers of Property shall pay to District all fees and charges District imposes as conditions of connection to its system. At such time in the future the Property is connected to the City's sewer system the Owner/Developer of its successors in interest shall pay the City its then current facility system development connection fee(s) required for new service connections.
3. District shall provide sewer service to the Property on the same terms and conditions as it provides service to similar property within District's boundaries and according to District's resolutions, rules and regulations.
4. City shall cooperate fully with District in all efforts to collect sewer service charges for sewer service provided to the Property, including joiner in lien foreclosure proceedings, if necessary; provided District shall bear all cost of collection, and shall reimburse City for any costs incurred by City in assisting District in collection.
5. Whenever City does provide permanent sewer service to the Property and upon thirty (30) days notice from City to District, the Property shall be disconnected from District's system and connected to City's sewer system, and title to the sewer system shall be transferred to City all at City's expense; thereafter the sewer system shall be maintained and operated by City as part of its public system.
6. "Interim" as used herein means until the City gives the notice to the District as provided for in Section 5 above.

7. "Sewer" system as used herein means the extension of the District's public sewer system constructed by the Developer per Section 1 above.
8. The District shall file this agreement with the King County Auditor's Office.
9. The terms and conditions of this Agreement shall be covenants running with the land which is the subject of this Agreement and shall be binding on the party's successors and assigns. The parties shall record this Agreement with King County Office of Records and Elections following its execution.

**WOODINVILLE WATER DISTRICT**

By *[Signature]*  
By *[Signature]*

*Regent Brinkman*  
(Print name here)

**CITY OF BOTHELL**

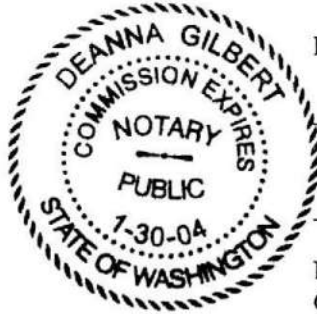
\_\_\_\_\_  
(Print name here)

**OWNER/DEVELOPER**

By \_\_\_\_\_

\_\_\_\_\_

I certify that I know or have satisfactory evidence that ROBERT BANDARRA, signed this instrument, on oath stated that he is authorized to execute said instrument as General Manager of WOODINVILLE WATER DISTRICT, and acknowledged said instrument as the General Manager of WOODINVILLE WATER DISTRICT to be free and voluntary act of said corporation for the uses and purposes mentioned in said instrument.



Dated: October 15, 2001

Deanna Gilbert  
(Signature)

DeAnna Gilbert  
(Print Name)

Notary Public in and for the State of Washington  
Commission Expires: 1-30-04

I certify that I know or have satisfactory evidence that \_\_\_\_\_, signed this instrument, on oath stated that he/she is authorized to execute said instrument as

\_\_\_\_\_ for CITY OF BOTHELL and acknowledged said instrument as the

\_\_\_\_\_ for CITY OF BOTHELL to be free and voluntary act of said corporation for the uses and purposes mentioned in said instrument.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

Notary Public in and for the State of Washington  
Commission Expires: \_\_\_\_\_

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged is to be his/her free and voluntary act for the uses and purposes mentioned in said instrument.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

Notary Public in and for the State of Washington  
Commission Expires: \_\_\_\_\_

### AGREEMENT FOR INTERIM SEWER SERVICE

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2001, between the Woodinville Water District, a municipal corporation in King County, Washington ("District") and the City of Bothell, a municipal corporation in King County an Snohomish County, Washington ("City"); and Critchlow Homes, Inc. ("Owner/Developer").

Whereas, City is authorized to provide sewer service to customers located within its sewer service area, and District is authorized to provide sewer service to customers within its boundaries; and

Whereas, property is located within City's boundaries and its sewer service area known as WOLFE RIDGE SHORT PLAT and legally described on Exhibit "A", which is attached hereto and incorporated by reference herein (the Property) is being developed for residential use; and

Whereas, development of the property will require extension of the public sewer service system; and

Whereas, City cannot provide sewer service to Property by extension of its sewer service system; however

Whereas, District's public sewer system is in proximity to the Property and District can provide interim sewer service to the Property; now therefore,

City agrees that District can provide and District agrees to provide interim sewer service to the Property under the following terms and conditions;

1. District's public sewer system shall be extended to the Property by the Owners/Developers of the Property pursuant to District's developer extension process incorporating the more stringent of the District's and City's standards and specifications.
2. As a condition of service and prior to connection to District's public sewer system, the Owners/Developers of Property shall pay to District all fees and charges District imposes as conditions of connection to its system. At such time in the future the Property is connected to the City's sewer system the Owner/Developer of its successors in interest shall pay the City its then current facility system development connection fee(s) required for new service connections.
3. District shall provide sewer service to the Property on the same terms and conditions as it provides service to similar property within District's boundaries and according to District's resolutions, rules and regulations.
4. City shall cooperate fully with District in all efforts to collect sewer service charges for sewer service provided to the Property, including joiner in lien foreclosure proceedings, if necessary; provided District shall bear all cost of collection, and shall reimburse City for any costs incurred by City in assisting District in collection.
5. Whenever City does provide permanent sewer service to the Property and upon thirty (30) days notice from City to District, the Property shall be disconnected from District's system and connected to City's sewer system, and title to the sewer system shall be transferred to City all at City's expense; thereafter the sewer system shall be maintained and operated by City as part of its public system.
6. "Interim" as used herein means until the City gives the notice to the District as provided for in Section 5 above.



7. "Sewer" system as used herein means the extension of the District's public sewer system constructed by the Developer per Section 1 above.
8. The District shall file this agreement with the King County Auditor's Office.
9. The terms and conditions of this Agreement shall be covenants running with the land which is the subject of this Agreement and shall be binding on the party's successors and assigns. The parties shall record this Agreement with King County Office of Records and Elections following its execution.

**WOODINVILLE WATER DISTRICT**

By *[Signature]*  
By *[Signature]*

*Regent Brinkman*  
(Print name here)

**CITY OF BOTHELL**

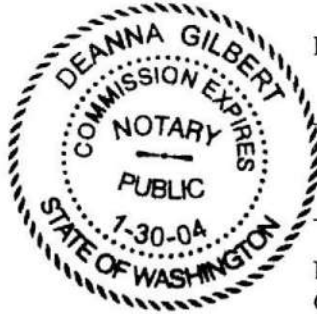
\_\_\_\_\_  
(Print name here)

**OWNER/DEVELOPER**

By \_\_\_\_\_

\_\_\_\_\_

I certify that I know or have satisfactory evidence that ROBERT BANDARRA, signed this instrument, on oath stated that he is authorized to execute said instrument as General Manager of WOODINVILLE WATER DISTRICT, and acknowledged said instrument as the General Manager of WOODINVILLE WATER DISTRICT to be free and voluntary act of said corporation for the uses and purposes mentioned in said instrument.



Dated: October 15, 2001

Deanna Gilbert  
(Signature)

Deanna Gilbert  
(Print Name)

Notary Public in and for the State of Washington  
Commission Expires: 1-30-04

I certify that I know or have satisfactory evidence that \_\_\_\_\_, signed this instrument, on oath stated that he/she is authorized to execute said instrument as

\_\_\_\_\_ for CITY OF BOTHELL and acknowledged said instrument as the

\_\_\_\_\_ for CITY OF BOTHELL to be free and voluntary act of said corporation for the uses and purposes mentioned in said instrument.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

Notary Public in and for the State of Washington  
Commission Expires: \_\_\_\_\_

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged is to be his/her free and voluntary act for the uses and purposes mentioned in said instrument.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

Notary Public in and for the State of Washington  
Commission Expires: \_\_\_\_\_

(7)

W100900

79

N27

## Return Address:

North Shore  
Woodinville Water District  
17238 NE Woodinville Divall Rd  
Woodinville, WA 98072



20170612000937

FIRST AMERICAN AG  
 PAGE-001 OF 007  
 06/12/2017 14:52  
 KING COUNTY, WA

225.00

Please print or type information WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document must be filled in)

1. Agreement for Interim Sewer Service  
between WWD and NUD. 2. \_\_\_\_\_  
 3. \_\_\_\_\_ 4. \_\_\_\_\_

## Reference Number(s) of Documents assigned or released:

Additional reference #'s on page \_\_\_\_\_ of document

Grantor(s) Exactly as name(s) appear on document

1. Woodinville Water District \_\_\_\_\_  
 2. \_\_\_\_\_

Additional names on page \_\_\_\_\_ of document.

Grantee(s) Exactly as name(s) appear on document

1. North Shore Utility District \_\_\_\_\_  
 2. \_\_\_\_\_

Additional names on page \_\_\_\_\_ of document.

Said documents were filed of  
 record as an accomodation only  
 It has not been examined as to  
 proper execution or as to its  
 effect upon title

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

See Exhibit A of referenced above.  
STR 21-26-05 SE 4

Additional legal is on page \_\_\_\_\_ of document.

Assessor's Property Tax Parcel/Account Number

assigned 3126059298, 3126059299, 3126059300, 3126059301 ☐ Assessor Tax # not yet  
3126059085,

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document  
 to verify the accuracy or completeness of the indexing information provided herein.

"I am signing below and paying an additional \$50 recording fee (as provided in RCW 36.18.010 and  
 referred to as an emergency nonstandard document), because this document does not meet margin and  
 formatting requirements. Furthermore, I hereby understand that the recording process may cover up or  
 otherwise obscure some part of the text of the original document as a result of this request."

Signature of Requesting Party

Note to submitter: Do not sign above nor pay additional \$50 fee if the document meets margin/formatting requirements

**AGREEMENT  
FOR INTERIM SEWER SERVICE BETWEEN WOODINVILLE WATER DISTRICT  
AND NORTSHORE UTILITY DISTRICT**

This agreement ("Agreement") is made and entered into by and between Woodinville Water District, a special purpose municipal corporation ("Woodinville"), and Northshore Utility District, a special purpose municipal corporation ("Northshore") (individually a "Party" and collectively the "Parties") for the purposes set forth herein.

RECITALS

Whereas, Woodinville is authorized to provide sanitary sewer service to property located within its sewer service area, and Northshore is authorized to provide sanitary sewer service to property located within its sewer service area; and

Whereas, certain real property located within Woodinville's sanitary sewer service area as legally described on Exhibit "A" and shown on Exhibit Map "B", which are attached hereto and incorporated herein by this reference (the "Property"), is being developed for residential use; and the Property is commonly known as the Akerstrom Short Plat; and

Whereas, development of the Property will require extensions of the public water and sanitary sewer systems to make those utility services available to the Property; and

Whereas, Woodinville can provide water service to the Property by extension of its public water system; however, it is not presently financially feasible to extend Woodinville's public sanitary sewer system to serve the Property; and

Whereas, Northshore's public sanitary sewer system is in proximity to the Property and Northshore can and is willing to provide sewer service to the Property on an interim basis; and Woodinville will agree to allow Northshore to provide sewer service to the Property on an interim basis in accordance with the terms and conditions set forth in this Agreement; now, therefore,

AGREEMENT

In consideration of the terms and conditions set forth in this Agreement, the Parties agree as follows:

- A. Woodinville agrees that Northshore may provide and Northshore agrees to provide interim sanitary sewer service to the Property under the following terms and conditions:
  - 1. Northshore's public sanitary sewer system shall be extended to the Property pursuant to Northshore's developer extension process incorporating Northshore's standards and specifications for sewer extensions; provided Northshore shall provide Woodinville the proposed sewer extension plans of Property for Woodinville's review and comment prior to final approval of such plans by Northshore.



2. Northshore shall provide sanitary sewer service to the Property on the same terms and conditions as it provides service to similar property within Northshore's boundaries and according to Northshore's resolutions, rules and regulations and as such resolutions, rules and regulations may be amended and superseded.
  3. Woodinville shall cooperate fully with Northshore in all efforts to collect sanitary sewer service charges, including joinder in lien foreclosure proceedings, if necessary; provided Northshore shall bear all fees, costs and expenses incurred to collect sanitary sewer service charges, including any such fees, costs and expenses incurred by Woodinville.
  4. Whenever Woodinville, in its sole discretion, determines Woodinville may provide permanent sanitary sewer service to the Property, Woodinville shall provide written notice to Northshore and the then present owner(s) of the Property of its intent to provide sanitary sewer service to the Property and the effective date of such sewer service to the Property, and upon the effective date of such notice, title to and ownership of the local sanitary sewer system servicing the Property will be transferred to Woodinville. Disconnection of the sanitary sewer system from Northshore's sewage collection system and connection to Woodinville's sanitary sewer system shall be at Woodinville's expense; thereafter the local sanitary sewer system serving the Property shall be maintained and operated by Woodinville as part of its public system and Woodinville shall provide sanitary sewer service to the Property in accordance with Woodinville's resolutions, rules and regulations, and as such resolutions, rules and regulations may be amended and superseded. All fees and charges collected by Northshore for connection or service, prior to such transfer, shall be retained by Northshore. Upon such transfer, Woodinville shall pay Northshore any unpaid service charges due from the Property and Northshore shall assign all of its rights and interests to collect any unpaid sewer service fees and charges as of the date of transfer from and against the Property and the owner of the Property to Woodinville.
  5. Provided, Northshore shall cooperate fully with Woodinville in all efforts to collect any unpaid sanitary sewer service fees and charges, including joinder in lien foreclosure proceedings, if necessary; provided, further, Woodinville shall bear all fees, costs and expenses incurred to collect unpaid sewer service fees and charges, including any such fees, costs and expenses incurred by Northshore.
  6. As a condition of service and prior to the connection of the Property to Northshore's public sanitary sewer system, the owner of the Property shall provide Northshore with a letter from Woodinville stating that Northshore has Woodinville's permission to provide interim sanitary sewer service to Property.
  7. This Agreement shall be effective on the date by which both Parties have executed this Agreement ("Effective Date").
- B. Following its execution by the Parties, this Agreement shall be recorded in the King County Recorder's Office.

STATE OF WASHINGTON )  
COUNTY OF KING )ss

I certify that I know or have satisfactory evidence that Fanny Yee is the person who appeared before me, and said person acknowledge that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the General Manager of the Northshore Utility District to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.



Dated: June 1, 2017  
Signature Margaret D. Johanson  
(print name) Margaret D. Johanson  
Notary Public in and for the State of  
Washington, my commission expires  
12-07-17

Residing  
at Kenmore

STATE OF WASHINGTON )  
COUNTY OF KING )ss

I certify that I know or have satisfactory evidence that Ken Howe is the person who appeared before me, and said person acknowledge that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the General Manager of the Woodinville Water District to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.



Jack Bookser  
Acting GM  
Dated: 7 June 2017  
Signature Denise K. Uhrich  
(print name) Denise K. Uhrich  
Notary Public in and for the State of  
Washington, my commission expires  
19 Aug 2020

Residing  
at Snahomish WA



NORTHSHORE UTILITY DISTRICT

By: \_\_\_\_\_

Fanny Yee, General Manager

Dated: \_\_\_\_\_

6/1/17

WOODINVILLE WATER DISTRICT

By: \_\_\_\_\_

Ken Howe, General Manager

Dated: \_\_\_\_\_

June 7, 2017

**EXHIBIT A**

**REAL PROPERTY LEGAL  
DESCRIPTION**

THE NORTH HALF OF THE FOLLOWING DESCRIBED PROPERTY.

THE EAST 495 FEET OF THE EAST HALF OF THE NORTH HALF OF THE  
NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21,  
TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING  
COUNTY, WASHINGTON;

EXCEPT THE WEST 239 FEET AND THE SOUTH 307.62 FEET;

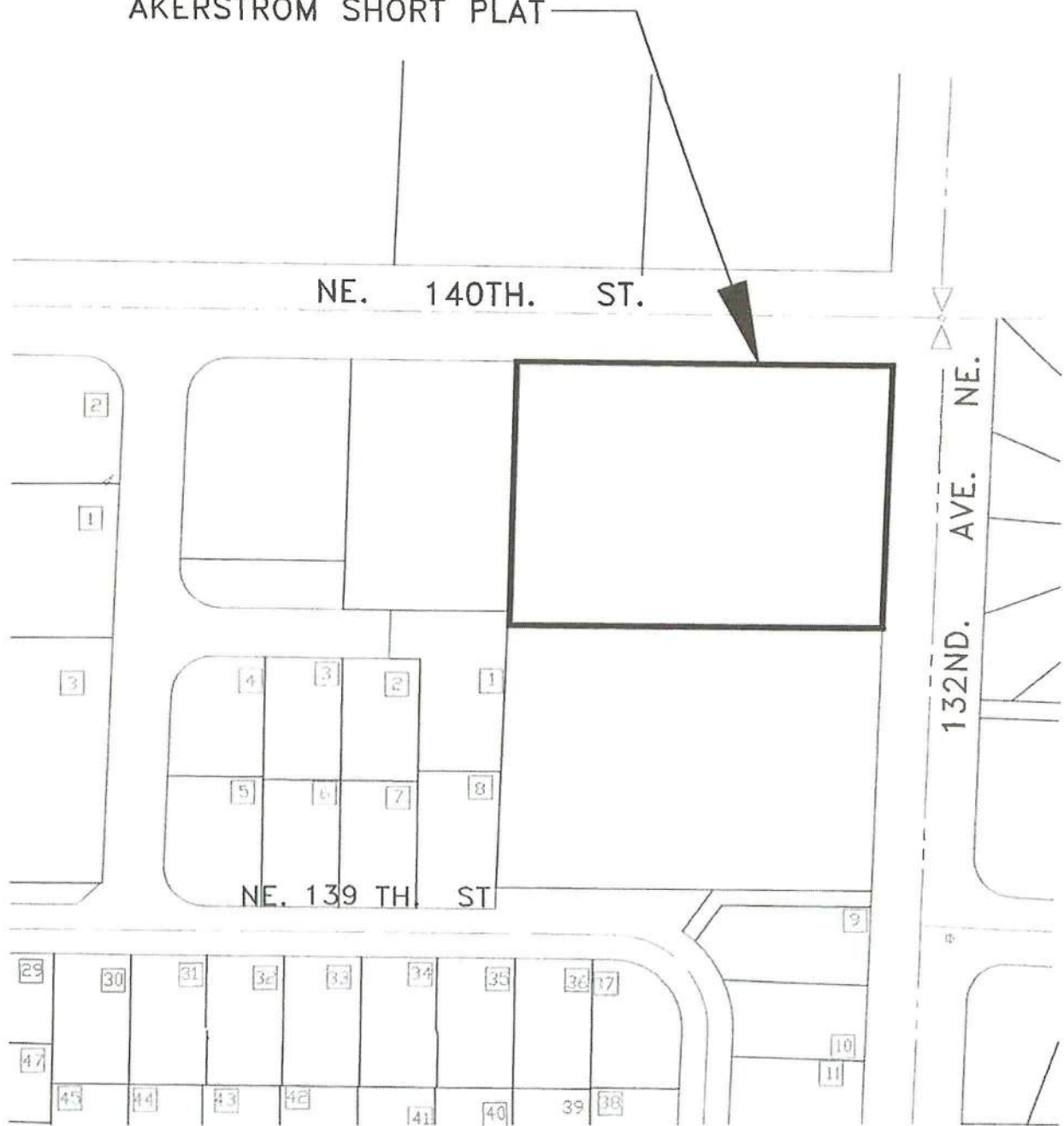
AND EXCEPT THE EAST 30 FEET THEREOF CONVEYED TO KING COUNTY  
FOR 132ND AVENUE NORTHEAST BY DEEDS RECORDED UNDER  
RECORDING NOS.  
5106047 AND 5106048;

AND EXCEPT THAT PORTION THEREOF LYING WITHIN NORTHEAST 140TH  
STREET.

EXCEPT THAT PORTION CONVEYED TO KING COUNTY BY DEED RECORDED  
UNDER RECORDING NO. 9501180587.

**EXHIBIT B**

AKERSTROM SHORT PLAT



(13) 185

FIRST AMERICAN

100900

**Return Address:**

Woodville Water Dist  
17238 NE Wood-Duvall Rd.  
Woodville, WA 98072



20170612000938

FIRST AMERICAN AG  
PAGE-001 OF 013  
06/12/2017 14:52  
KING COUNTY, WA

231.00

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

**Document Title(s)** (or transactions contained therein): (all areas applicable to your document must be filled in)

1. Agreement for Interim Sewer Service  
between WWD and Property owner.

3. \_\_\_\_\_ 4. \_\_\_\_\_

**Reference Number(s) of Documents assigned or released:**

Additional reference #'s on page \_\_\_\_\_ of document

**Grantor(s)** Exactly as name(s) appear on document

1. Woodville Water District

2. \_\_\_\_\_

Additional names on page \_\_\_\_\_ of document.

**Grantee(s)** Exactly as name(s) appear on document

1. North Kirkland 5, LLC

2. \_\_\_\_\_

Additional names on page \_\_\_\_\_ of document.

Said documents were filed of  
record as an accommodation only  
It has not been examined as to  
proper execution or as to its  
effect upon title

**Legal description** (abbreviated: i.e. lot, block, plat or section, township, range)

Lots 1-5 Kirkland SPT#SUB16-01155 Rec. #2017032490008  
SD SP DAF N 1/2 of FOLG-E 256 FT of NE 1/4 of NE 1/4 of SE 1/4 lrs

Additional legal is on page \_\_\_\_\_ of document. 5307.62 ft Lrss Co. Roads

**Assessor's Property Tax Parcel/Account Number**

assigned 2126059298, 2126059299, 2126059300, 2126059085,

☐ Assessor Tax # not yet

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein. 2126059301

"I am signing below and paying an additional \$50 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."

\_\_\_\_\_  
Signature of Requesting Party

Note to submitter: Do not sign above nor pay additional \$50 fee if the document meets margin/formatting requirements

**AGREEMENT  
FOR INTERIM SEWER SERVICE BETWEEN WOODINVILLE WATER DISTRICT  
AND PROPERTY OWNER**

This agreement ("Agreement") is made and entered into by and between Woodinville Water District, a special purpose municipal corporation ("Woodinville"), and North Kirkland 5, LLC, a Washington Limited Liability Company ("Owner") (individually a "Party" and collectively the "Parties") for the purposes set forth herein.

**RECITALS**

Whereas, Woodinville is authorized to provide sanitary sewer service to property located within its sewer service area, and Northshore Utility District, a special purpose municipal corporation ("Northshore") is authorized to provide sanitary sewer service to property located within its sewer service area; and

Whereas, Owner owns certain real property located within Woodinville's sanitary sewer service area as legally described on **Exhibit X** attached hereto and incorporated herein by this reference ("Property") which is being developed for residential use; and the Property is commonly known as the Akerstrom Short Plat; and

Whereas, development of the Property will require extensions of the public water and sanitary sewer systems to make those utility services available to the Property; and

Whereas, Woodinville can provide water service to the Property by extension of its public water system; however, it is not presently financially feasible to extend Woodinville's public sanitary sewer system to serve the Property; and

Whereas, Northshore's public sanitary sewer system is in proximity to the Property and Northshore can provide interim sanitary sewer service to the Property and is willing to provide sewer service to the Property on an interim basis; and Woodinville will agree to allow Northshore to provide sewer service to the Property on an interim basis in accordance with the terms and conditions set forth in this Agreement, including the requirement if Woodinville in its sole discretion, determines Woodinville may provide permanent sewer service to the Property, upon notice to Northshore and the Owner, Northshore shall cease providing interim sewer service to the Property and receive permanent sewer service to the Property from Woodinville, now, therefore,

**AGREEMENT**

In consideration of the terms and conditions set forth in this Agreement, the Parties agree as follows:



A. Interim Sewer Service. Woodinville agrees that, pursuant to the Agreement for Interim Sewer Service between Woodville and Northshore attached hereto as **Exhibit Y** and incorporated herein in full by this reference, the Owner may receive interim sewer service to the Property from Northshore under the following terms and conditions:

1. The Owner shall extend Northshore's public sanitary sewer system to the Property pursuant to Northshore's developer extension process incorporating Northshore's standards and specifications for sewer extensions.
2. As a condition of service and prior to connection to Northshore's public sanitary sewer system, the Owner shall, (a) pay to Northshore all fees and charges Northshore imposes as conditions of connection to its sewer system, (b) pay to the King County Department of Natural Resources and Parks - Wastewater Treatment Division (formerly METRO) all connection charges and sewer services fees and charges imposed by that agency, and (c) pay Woodinville's then current sewer system development connection charge (SDC) to Woodinville.
3. Northshore shall provide sanitary sewer service to the Property on the same terms and conditions as it provides service to similar property within Northshore's boundaries and according to Northshore's resolutions, rules and regulations and as such resolutions, rules and regulations may be amended and superseded, and Owner shall pay Northshore for such sewer service.
4. Whenever Woodinville, in its sole discretion, determines Woodinville may provide permanent sanitary sewer service to the Property, Woodinville shall provide Northshore and the Owner at least ninety (90) days prior written notice of its intent to provide sanitary sewer service to the Property and the effective date of such sewer service to the Property, and upon the effective date of such notice, title to and ownership of the sanitary sewer service shall be transferred by Northshore to Woodinville. Thereafter, Woodinville shall provide sanitary sewer service to the Property and the sanitary sewer system shall be maintained and operated by Woodinville as part of its public system. Woodinville shall provide sanitary sewer service to the Property in accordance with Woodinville's resolutions, rules and regulations, and as such resolutions, rules and regulations may be amended and superseded, and Owner shall pay Woodinville for such sewer service; Owner shall also pay to the King County Department of Natural Resources and Parks - Wastewater Treatment Division (formerly METRO) any sewer services fees and charges imposed by that agency.



5. As a precondition to Woodinville providing water service to the Property, the Owner shall execute and provide this Agreement and Woodinville's SDC for sewer in accordance with paragraph A.2, to Woodinville.

B. Recording. Following its execution by the Parties, this Agreement shall be recorded in the King County Recorder's Office, and the terms and conditions of this Agreement while in force and effect constitute a covenant running with the Property. This Agreement shall be binding on the Parties and their assigns and successors in interest.

C. Waiver. No waiver by either Party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, or as a waiver of any subsequent breach of this Agreement by either party.

D. Notice. Any notice to be given pursuant to this Agreement shall be in writing and shall either be personally delivered or sent by certified mail, return receipt requested, postage prepaid to the appropriate Party as follows:

To District at: District General Manager  
Woodinville Water District  
17238 NE Woodinville-Duvall Rd  
Woodinville, WA 98072

To Owner at: Mike Walsh  
North Kirkland 5, LLC  
2630 116<sup>th</sup> Ave NE, Suite 200  
Bellevue, WA 98004


The Parties may change their address for the purposes of this notice provision by written notice to the other Party delivered pursuant to the requirements of this provision.

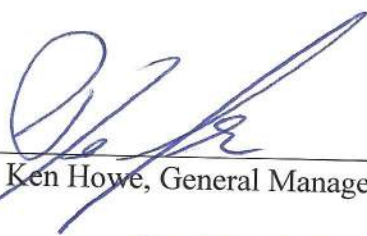
E. Attorneys' Fees. In the event of a dispute between the Parties concerning this Agreement, in the event of litigation, the prevailing Party shall be entitled to recover attorneys' fees and costs, including any such fees and costs incurred on appeal.

F. Law/Venue. Any litigation regarding this Agreement shall be filed in King County Superior Court, King County, Washington. Washington law shall apply to the interpretation and enforcement of this Agreement.

G. Effective Date. This Agreement shall be effective on the date by which both Parties have executed this Agreement ("Effective Date").

WOODINVILLE WATER DISTRICT

By:   
Its Mark A. Ken  
Dated: 5/18/17

By:   
Ken Howe, General Manager  
Dated: 5-18-17

STATE OF WASHINGTON )  
COUNTY OF KING )ss

I certify that I know or have satisfactory evidence that Mike Walsh is the person who appeared before me, and said person acknowledge that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Manager of North Kirkland 5, LLC to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.



Dated: 5-18-17

Signature Sheila Mank

(Print name) Sheila Mank

Notary Public in and for the State of Washington,  
my commission expires: 1-25-21

STATE OF WASHINGTON )  
COUNTY OF KING )ss

I certify that I know or have satisfactory evidence that Ken Howe is the person who appeared before me, and said person acknowledge that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the General Manager of the Woodinville Water District to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.



Dated: 5-19-17

Signature Stacy L Hollis

(Print name) Stacy L. Hollis

Notary Public in and for the State of Washington,  
my commission expires 3-9-20

**EXHIBIT X**  
**REAL PROPERTY LEGAL DESCRIPTION**

LOT 1 KIRKLAND SP #SUB16-01155 REC #20170224900008 SD SP DAF N 1/2 OF  
FOLG-E 256 FT OF NE 1/4 OF NE 1/4 OF SE 1/4 LESS S 307.62 FT LESS CO RDS

LOT 2 KIRKLAND SP #SUB16-01155 REC #20170224900008 SD SP DAF N 1/2 OF  
FOLG-E 256 FT OF NE 1/4 OF NE 1/4 OF SE 1/4 LESS S 307.62 FT LESS CO RDS

LOT 3 KIRKLAND SP #SUB16-01155 REC #20170224900008 SD SP DAF N 1/2 OF  
FOLG-E 256 FT OF NE 1/4 OF NE 1/4 OF SE 1/4 LESS S 307.62 FT LESS CO RDS

LOT 4 KIRKLAND SP #SUB16-01155 REC #20170224900008 SD SP DAF N 1/2 OF  
FOLG-E 256 FT OF NE 1/4 OF NE 1/4 OF SE 1/4 LESS S 307.62 FT LESS CO RDS

LOT 5 KIRKLAND SP #SUB16-01155 REC #20170224900008 SD SP DAF N 1/2 OF  
FOLG-E 256 FT OF NE 1/4 OF NE 1/4 OF SE 1/4 LESS S 307.62 FT LESS CO RDS



# Exhibit Y

## AGREEMENT

### FOR INTERIM SEWER SERVICE BETWEEN WOODINVILLE WATER DISTRICT AND NORTSHORE UTILITY DISTRICT

This agreement ("Agreement") is made and entered into by and between Woodinville Water District, a special purpose municipal corporation ("Woodinville"), and Northshore Utility District, a special purpose municipal corporation ("Northshore") (individually a "Party" and collectively the "Parties") for the purposes set forth herein.

#### RECITALS

Whereas, Woodinville is authorized to provide sanitary sewer service to property located within its sewer service area, and Northshore is authorized to provide sanitary sewer service to property located within its sewer service area; and

Whereas, certain real property located within Woodinville's sanitary sewer service area as legally described on Exhibit "A" and shown on Exhibit Map "B", which are attached hereto and incorporated herein by this reference (the "Property"), is being developed for residential use; and the Property is commonly known as the Akerstrom Short Plat; and

Whereas, development of the Property will require extensions of the public water and sanitary sewer systems to make those utility services available to the Property; and

Whereas, Woodinville can provide water service to the Property by extension of its public water system; however, it is not presently financially feasible to extend Woodinville's public sanitary sewer system to serve the Property; and

Whereas, Northshore's public sanitary sewer system is in proximity to the Property and Northshore can and is willing to provide sewer service to the Property on an interim basis; and Woodinville will agree to allow Northshore to provide sewer service to the Property on an interim basis in accordance with the terms and conditions set forth in this Agreement; now, therefore,

#### AGREEMENT

In consideration of the terms and conditions set forth in this Agreement, the Parties agree as follows:

- A. Woodinville agrees that Northshore may provide and Northshore agrees to provide interim sanitary sewer service to the Property under the following terms and conditions:
  1. Northshore's public sanitary sewer system shall be extended to the Property pursuant to Northshore's developer extension process incorporating Northshore's standards and specifications for sewer extensions; provided Northshore shall provide Woodinville the proposed sewer extension plans of Property for Woodinville's review and comment prior to final approval of such plans by Northshore.

2. Northshore shall provide sanitary sewer service to the Property on the same terms and conditions as it provides service to similar property within Northshore's boundaries and according to Northshore's resolutions, rules and regulations and as such resolutions, rules and regulations may be amended and superseded.
  3. Woodinville shall cooperate fully with Northshore in all efforts to collect sanitary sewer service charges, including joinder in lien foreclosure proceedings, if necessary; provided Northshore shall bear all fees, costs and expenses incurred to collect sanitary sewer service charges, including any such fees, costs and expenses incurred by Woodinville.
  4. Whenever Woodinville, in its sole discretion, determines Woodinville may provide permanent sanitary sewer service to the Property, Woodinville shall provide written notice to Northshore and the then present owner(s) of the Property of its intent to provide sanitary sewer service to the Property and the effective date of such sewer service to the Property, and upon the effective date of such notice, title to and ownership of the local sanitary sewer system servicing the Property will be transferred to Woodinville. Disconnection of the sanitary sewer system from Northshore's sewage collection system and connection to Woodinville's sanitary sewer system shall be at Woodinville's expense; thereafter the local sanitary sewer system serving the Property shall be maintained and operated by Woodinville as part of its public system and Woodinville shall provide sanitary sewer service to the Property in accordance with Woodinville's resolutions, rules and regulations, and as such resolutions, rules and regulations may be amended and superseded. All fees and charges collected by Northshore for connection or service, prior to such transfer, shall be retained by Northshore. Upon such transfer, Woodinville shall pay Northshore any unpaid service charges due from the Property and Northshore shall assign all of its rights and interests to collect any unpaid sewer service fees and charges as of the date of transfer from and against the Property and the owner of the Property to Woodinville.
  5. Provided, Northshore shall cooperate fully with Woodinville in all efforts to collect any unpaid sanitary sewer service fees and charges, including joinder in lien foreclosure proceedings, if necessary; provided, further, Woodinville shall bear all fees, costs and expenses incurred to collect unpaid sewer service fees and charges, including any such fees, costs and expenses incurred by Northshore.
  6. As a condition of service and prior to the connection of the Property to Northshore's public sanitary sewer system, the owner of the Property shall provide Northshore with a letter from Woodinville stating that Northshore has Woodinville's permission to provide interim sanitary sewer service to Property.
  7. This Agreement shall be effective on the date by which both Parties have executed this Agreement ("Effective Date").
- B. Following its execution by the Parties, this Agreement shall be recorded in the King County Recorder's Office.



STATE OF WASHINGTON )  
COUNTY OF KING )ss

I certify that I know or have satisfactory evidence that Fanny Yee is the person who appeared before me, and said person acknowledge that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the General Manager of the Northshore Utility District to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.



Dated: June 1, 2017

Signature Margaret D. Johanson

(print name) Margaret D. Johanson

Notary Public in and for the State of  
Washington, my commission expires  
12-07-17

Residing  
at Kenmore

STATE OF WASHINGTON )  
COUNTY OF KING )ss

I certify that I know or have satisfactory evidence that Ken Howe is the person who appeared before me, and said person acknowledge that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the General Manager of the Woodinville Water District to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.



Dated: 7 June 2017

Signature Denise K Uhrich

(print name) Denise K Uhrich

Notary Public in and for the State of  
Washington, my commission expires  
19 Aug 2020

Residing  
at Snodgrass WA

NORTHSHORE UTILITY DISTRICT

By: \_\_\_\_\_

Fanny Yee, General Manager

Dated: \_\_\_\_\_

6/1/17

WOODINVILLE WATER DISTRICT

By: \_\_\_\_\_

Ken Howe, General Manager

Dated: \_\_\_\_\_

June 7, 2017

**EXHIBIT A**

**REAL PROPERTY LEGAL  
DESCRIPTION**

THE NORTH HALF OF THE FOLLOWING DESCRIBED PROPERTY.

THE EAST 495 FEET OF THE EAST HALF OF THE NORTH HALF OF THE  
NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21,  
TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING  
COUNTY, WASHINGTON;

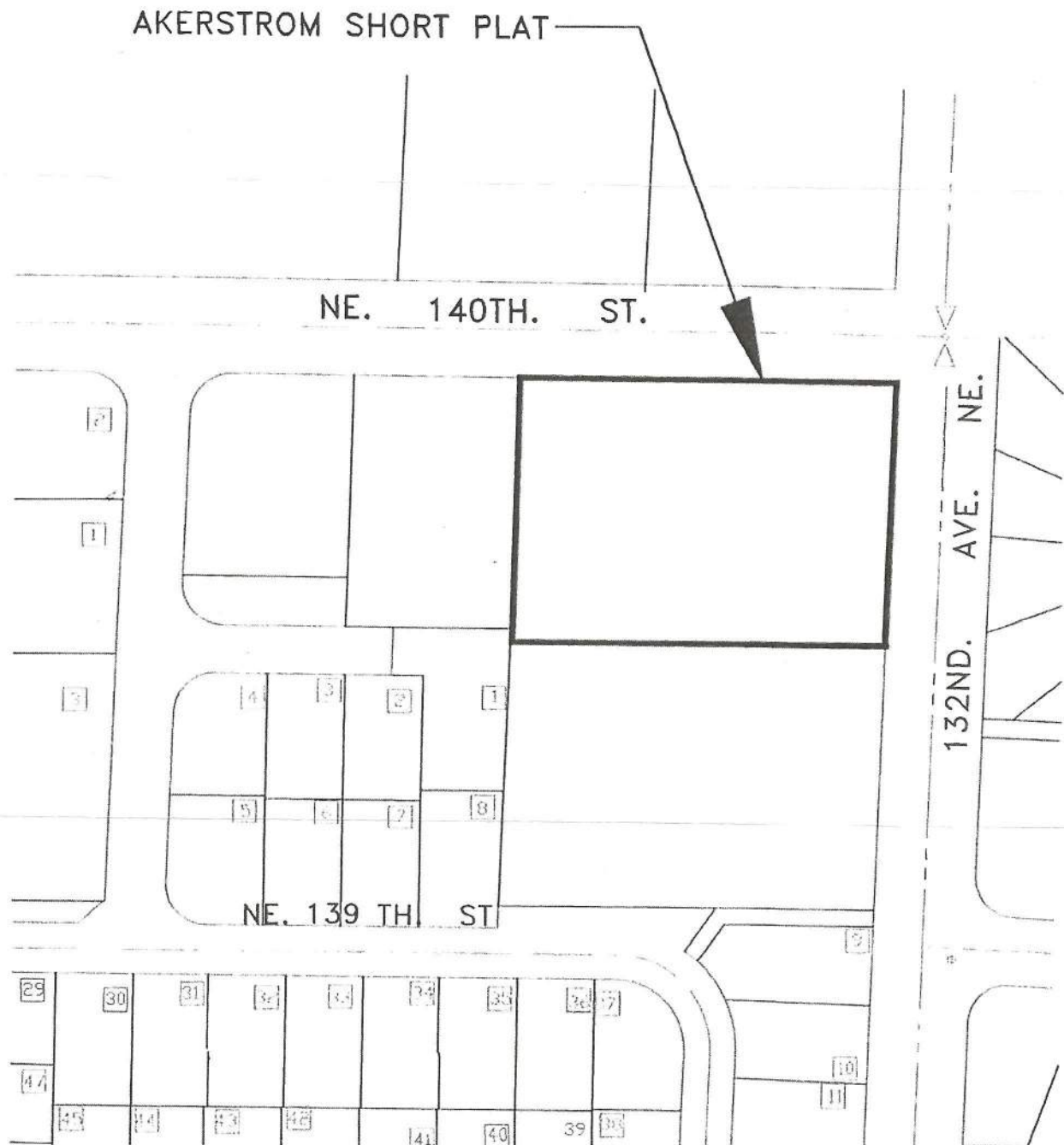
EXCEPT THE WEST 239 FEET AND THE SOUTH 307.62 FEET;

AND EXCEPT THE EAST 30 FEET THEREOF CONVEYED TO KING COUNTY  
FOR 132ND AVENUE NORTHEAST BY DEEDS RECORDED UNDER  
RECORDING NOS.  
5106047 AND 5106048;

AND EXCEPT THAT PORTION THEREOF LYING WITHIN NORTHEAST 140TH  
STREET.

EXCEPT THAT PORTION CONVEYED TO KING COUNTY BY DEED RECORDED  
UNDER RECORDING NO. 9501180587.

EXHIBIT B



Mr. Broyles presented the Finance Report.

10 (b) Operations and Maintenance Report

Mr. Brown reported the City of Woodinville hired a contractor to repair the area of the mud slide at 12500 NE Woodinville Drive. The hill and wood retention structure slid away from the East side of the road exposing the CDF backfill surrounding the District's water main.

**OLD BUSINESS**

11 (a) Interlocal Agreement with Northshore Utility District for Interim Sewer Service for the Akerstrom Short Plat

Mr. McDowell discussed the Akerstrom Short Plat, which is a 5-lot short plat located at the southwest corner of the intersection of 132<sup>nd</sup> Avenue NE and NE 140<sup>th</sup> Street, within Woodinville Water District's sewer service area. However, due to topography, the District is unable to provide gravity sewer service now or in the foreseeable future. Northshore Utility District, however, can provide gravity sewer service and is willing to do so.

The developer will construct a sewer extension with NUD and connect to an existing NUD sewer main to the southwest of the project. This agreement is different from previous District agreements with Northshore Utility District for interim sewer service, which included a separate agreement for each property owner that was completed and recorded prior to obtaining water service. NUD will collect sewer connection charges from the property owners. Woodinville Water District will also collect sewer connection charges from the developer prior to NUD issuing the side sewer permits for the lots. In the event that WWD assumes service to this area in the future and this interim sewer service agreement is terminated, WWD will not collect sewer connection charges from the affected property owners. WWD will, however, provide water service to the proposed short plat.

**It was moved by Commissioner Steeb and seconded by Commissioner Maloney to approve the Interlocal Agreement, and to authorize the General Manager to sign the agreement. Vote 2-1-0, with Commissioner Hwang voting no. Motion carried. So ordered.**

**It was moved by Commissioner Steeb and seconded by Commissioner Maloney to approve the Agreement for Interim Sewer Service Between Woodinville Water District and the Property Owner, and to authorize the General Manager to sign the agreement. Vote 2-1-0, with Commissioner Hwang voting no. Motion carried. So ordered.**

**NEW BUSINESS**

12 (a) Reimbursement Agreement – Baumgartner Short Plat Sewer Main Extension, D1311

Mr. McDowell discussed that Gamut360 Holdings, LLC has requested that a Reimbursement Agreement be initiated for the 904' of sewer main they constructed as part of the Baumgartner Sewer Main Extension project, D1311. A reimbursement agreement, per the District Code, allows

**REGULAR MEETING**  
**May 16, 2017**

**Item 11(a) Interlocal Agreement with Northshore Utility District for Interim Sewer Service for the Akerstrom Short Plat**

**Discussion:**

The Akerstrom Short Plat is a 5 lot short plat located at the southwest corner of the intersection of 132<sup>nd</sup> Avenue NE and NE 140<sup>th</sup> Street, within Woodinville Water District's sewer service area. However, due to topography, the District is unable to provide gravity sewer service now or in the foreseeable future. Northshore Utility District, however, can provide gravity sewer service and is willing to do so.

The developer will construct a sewer extension with NUD and connect to an existing NUD sewer main to the southwest of the project. This agreement is different from previous agreements we have with Northshore Utility District for interim sewer service, which included a separate agreement for each property owner that was completed and recorded prior to obtaining water service. NUD will collect sewer connection charges from the property owners. Woodinville Water District will also collect sewer connection charges from the developer prior to NUD issuing the side sewer permits for the lots. In the event that WWD assumes service to this area in the future and this agreement dissolves, WWD will not collect sewer connection charges from the affected property owners. WWD will, however, provide water service to the proposed short plat.

**Attachments:**

- 1) Interagency agreement with NUD for the Akerstrom Short Plat.
- 2) Agreement for Interim Sewer Service Between Woodinville Water District and Property Owner.

**Recommendation:**

Motion to approve the Interlocal Agreement, and to authorize the General Manager to sign the agreement.

**Financial Impacts:**

None.



**AGREEMENT  
FOR INTERIM SEWER SERVICE BETWEEN WOODINVILLE WATER DISTRICT  
AND NORTSHORE UTILITY DISTRICT**

This agreement ("Agreement") is made and entered into by and between Woodinville Water District, a special purpose municipal corporation ("Woodinville"), and Northshore Utility District, a special purpose municipal corporation ("Northshore") (individually a "Party" and collectively the "Parties") for the purposes set forth herein.

RECITALS

Whereas, Woodinville is authorized to provide sanitary sewer service to property located within its sewer service area, and Northshore is authorized to provide sanitary sewer service to property located within its sewer service area; and

Whereas, certain real property located within Woodinville's sanitary sewer service area as legally described on Exhibit "A" and shown on Exhibit Map "B", which are attached hereto and incorporated herein by this reference (the "Property"), is being developed for residential use; and the Property is commonly known as the Akerstrom Short Plat; and

Whereas, development of the Property will require extensions of the public water and sanitary sewer systems to make those utility services available to the Property; and

Whereas, Woodinville can provide water service to the Property by extension of its public water system; however, it is not presently financially feasible to extend Woodinville's public sanitary sewer system to serve the Property; and

Whereas, Northshore's public sanitary sewer system is in proximity to the Property and Northshore can and is willing to provide sewer service to the Property on an interim basis; and Woodinville will agree to allow Northshore to provide sewer service to the Property on an interim basis in accordance with the terms and conditions set forth in this Agreement; now, therefore,

AGREEMENT

In consideration of the terms and conditions set forth in this Agreement, the Parties agree as follows:

A. Woodinville agrees that Northshore may provide and Northshore agrees to provide interim sanitary sewer service to the Property under the following terms and conditions:

1. Northshore's public sanitary sewer system shall be extended to the Property pursuant to Northshore's developer extension process incorporating Northshore's standards and specifications for sewer extensions; provided Northshore shall provide Woodinville the proposed sewer extension plans of Property for Woodinville's review and comment prior to final approval of such plans by Northshore.

2. Northshore shall provide sanitary sewer service to the Property on the same terms and conditions as it provides service to similar property within Northshore's boundaries and according to Northshore's resolutions, rules and regulations and as such resolutions, rules and regulations may be amended and superseded.
3. Woodinville shall cooperate fully with Northshore in all efforts to collect sanitary sewer service charges, including joinder in lien foreclosure proceedings, if necessary; provided Northshore shall bear all fees, costs and expenses incurred to collect sanitary sewer service charges, including any such fees, costs and expenses incurred by Woodinville.
4. Whenever Woodinville, in its sole discretion, determines Woodinville may provide permanent sanitary sewer service to the Property, Woodinville shall provide written notice to Northshore and the then present owner(s) of the Property of its intent to provide sanitary sewer service to the Property and the effective date of such sewer service to the Property, and upon the effective date of such notice, title to and ownership of the local sanitary sewer system servicing the Property will be transferred to Woodinville. Disconnection of the sanitary sewer system from Northshore's sewage collection system and connection to Woodinville's sanitary sewer system shall be at Woodinville's expense; thereafter the local sanitary sewer system serving the Property shall be maintained and operated by Woodinville as part of its public system and Woodinville shall provide sanitary sewer service to the Property in accordance with Woodinville's resolutions, rules and regulations, and as such resolutions, rules and regulations may be amended and superseded. All fees and charges collected by Northshore for connection or service, prior to such transfer, shall be retained by Northshore. Upon such transfer, Woodinville shall pay Northshore any unpaid service charges due from the Property and Northshore shall assign all of its rights and interests to collect any unpaid sewer service fees and charges as of the date of transfer from and against the Property and the owner of the Property to Woodinville.

Provided, Northshore shall cooperate fully with Woodinville in all efforts to collect any unpaid sanitary sewer service fees and charges, including joinder in lien foreclosure proceedings, if necessary; provided, further, Woodinville shall bear all fees, costs and expenses incurred to collect unpaid sewer service fees and charges, including any such fees, costs and expenses incurred by Northshore.

5. As a condition of service and prior to the connection of the Property to Northshore's public sanitary sewer system, the owner of the Property shall provide Northshore with a letter from Woodinville stating that an agreement between Woodinville and the owner of the Property relating to Northshore's provision of interim sewer service to the Property has been executed and that the owner of the Property has paid all Woodinville system development charges ("SDCs") due and owing to Woodinville.

6. This Agreement shall be effective on the date by which both Parties have executed this Agreement (“Effective Date”).

B. Following its execution by the Parties, this Agreement shall be recorded in the King County Recorder's Office.

NORTHSHORE UTILITY DISTRICT

WOODINVILLE WATER DISTRICT

By: \_\_\_\_\_

By: \_\_\_\_\_

Fanny Yee, General Manager

Ken Howe, General Manager

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

STATE OF WASHINGTON )  
COUNTY OF KING )ss

I certify that I know or have satisfactory evidence that Fanny Yee is the person who appeared before me, and said person acknowledge that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the General Manager of the Northshore Utility District to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

Signature \_\_\_\_\_

(print name) \_\_\_\_\_

Notary Public in and for the State of  
Washington, my commission expires

\_\_\_\_\_

Residing  
at

\_\_\_\_\_

STATE OF WASHINGTON )  
COUNTY OF KING )ss

I certify that I know or have satisfactory evidence that Ken Howe is the person who appeared before me, and said person acknowledge that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the General Manager of the Woodinville Water District to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

Signature \_\_\_\_\_

(print name) \_\_\_\_\_

Notary Public in and for the State of  
Washington, my commission expires

\_\_\_\_\_

Residing  
at

\_\_\_\_\_

**EXHIBIT A**

**REAL PROPERTY LEGAL  
DESCRIPTION**

THE NORTH HALF OF THE FOLLOWING DESCRIBED PROPERTY.

THE EAST 495 FEET OF THE EAST HALF OF THE NORTH HALF OF THE  
NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21,  
TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING  
COUNTY, WASHINGTON;

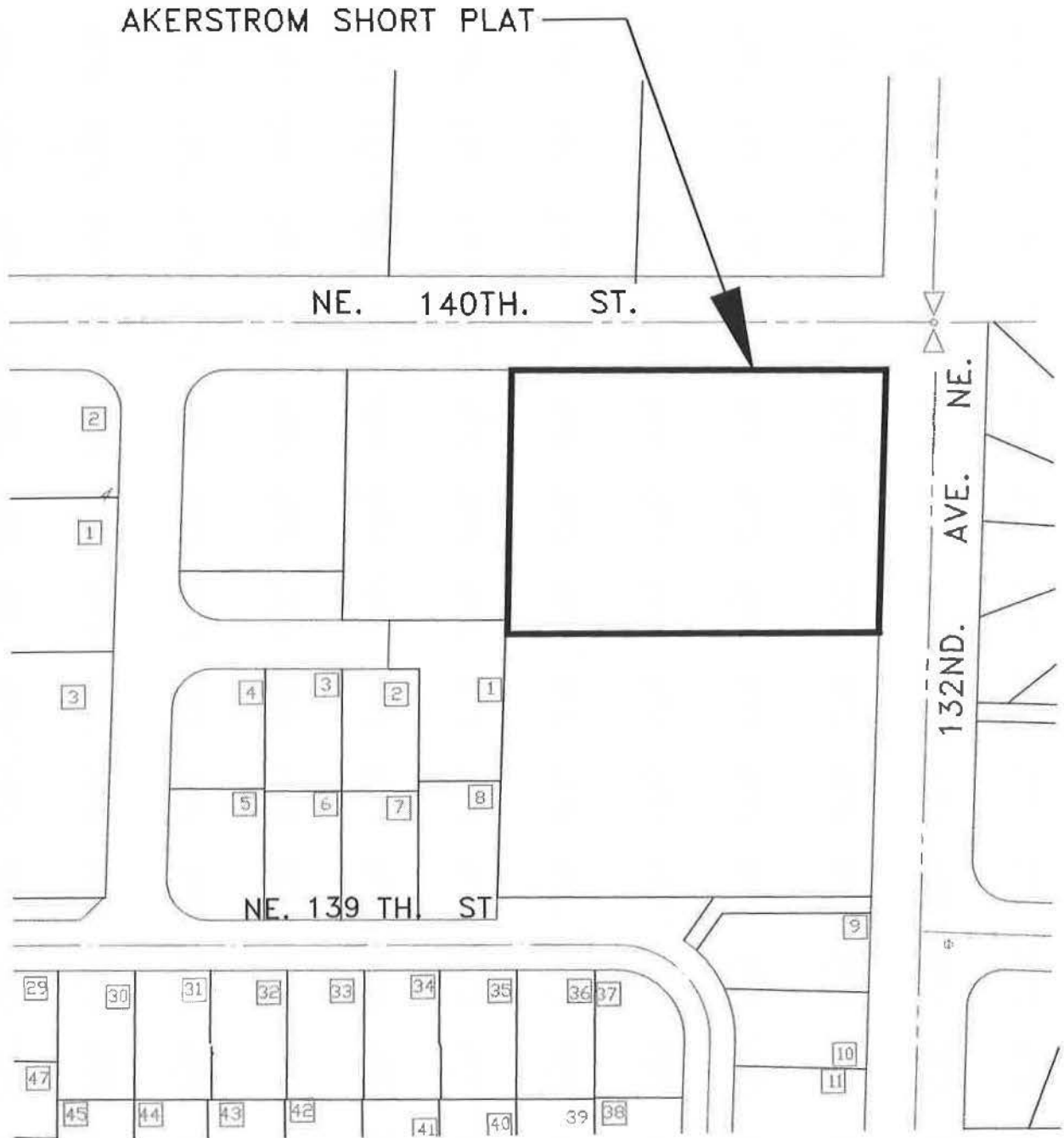
EXCEPT THE WEST 239 FEET AND THE SOUTH 307.62 FEET;

AND EXCEPT THE EAST 30 FEET THEREOF CONVEYED TO KING COUNTY  
FOR 132ND AVENUE NORTHEAST BY DEEDS RECORDED UNDER  
RECORDING NOS.  
5106047 AND 5106048;

AND EXCEPT THAT PORTION THEREOF LYING WITHIN NORTHEAST 140TH  
STREET.

EXCEPT THAT PORTION CONVEYED TO KING COUNTY BY DEED RECORDED  
UNDER RECORDING NO. 9501180587.

**EXHIBIT B**





**AGREEMENT  
FOR INTERIM SEWER SERVICE BETWEEN WOODINVILLE WATER DISTRICT  
AND PROPERTY OWNER**

This agreement ("Agreement") is made and entered into by and between Woodinville Water District, a special purpose municipal corporation ("Woodinville"), and \_\_\_\_\_, a \_\_\_\_\_ ("Owner") (individually a "Party" and collectively the "Parties") for the purposes set forth herein.

**RECITALS**

Whereas, Woodinville is authorized to provide sanitary sewer service to property located within its sewer service area, and Northshore Utility District, a special purpose municipal corporation ("Northshore") is authorized to provide sanitary sewer service to property located within its sewer service area; and

Whereas, Owner owns certain real property located within Woodinville's sanitary sewer service area as legally described on **Exhibit X** attached hereto and incorporated herein by this reference ("Property") which is being developed for residential use; and the Property is commonly known as the Akerstrom Short Plat; and

Whereas, development of the Property will require extensions of the public water and sanitary sewer systems to make those utility services available to the Property; and

Whereas, Woodinville can provide water service to the Property by extension of its public water system; however, it is not presently financially feasible to extend Woodinville's public sanitary sewer system to serve the Property; and

Whereas, Northshore's public sanitary sewer system is in proximity to the Property and Northshore can provide interim sanitary sewer service to the Property and is willing to provide sewer service to the Property on an interim basis; and Woodinville will agree to allow Northshore to provide sewer service to the Property on an interim basis in accordance with the terms and conditions set forth in this Agreement, including the requirement if Woodinville in its sole discretion, determines Woodinville may provide permanent sewer service to the Property, upon notice to Northshore and the Owner, Northshore shall cease providing interim sewer service to the Property and receive permanent sewer service to the Property from Woodinville, now, therefore,

**AGREEMENT**

In consideration of the terms and conditions set forth in this Agreement, the Parties agree as follows:

A. Interim Sewer Service. Woodinville agrees that, pursuant to the Agreement for Interim Sewer Service between Woodville and Northshore attached hereto as **Exhibit Y** and incorporated herein in full by this reference, the Owner may receive interim sewer service to the Property from Northshore under the following terms and conditions:

1. The Owner shall extend Northshore's public sanitary sewer system to the Property pursuant to Northshore's developer extension process incorporating Northshore's standards and specifications for sewer extensions.
2. As a condition of service and prior to connection to Northshore's public sanitary sewer system, the Owner shall, (a) pay to Northshore all fees and charges Northshore imposes as conditions of connection to its sewer system, (b) pay to the King County Department of Natural Resources and Parks - Wastewater Treatment Division (formerly METRO) all connection charges and sewer services fees and charges imposed by that agency, and (c) pay Woodinville's then current sewer system development connection charge (SDC) to Woodinville.
3. Northshore shall provide sanitary sewer service to the Property on the same terms and conditions as it provides service to similar property within Northshore's boundaries and according to Northshore's resolutions, rules and regulations and as such resolutions, rules and regulations may be amended and superseded, and Owner shall pay Northshore for such sewer service.
4. Whenever Woodinville, in its sole discretion, determines Woodinville may provide permanent sanitary sewer service to the Property, Woodinville shall provide Northshore and the Owner at least ninety (90) days prior written notice of its intent to provide sanitary sewer service to the Property and the effective date of such sewer service to the Property, and upon the effective date of such notice, title to and ownership of the sanitary sewer service shall be transferred by Northshore to Woodinville. Thereafter, Woodinville shall provide sanitary sewer service to the Property and the sanitary sewer system shall be maintained and operated by Woodinville as part of its public system. Woodinville shall provide sanitary sewer service to the Property in accordance with Woodinville's resolutions, rules and regulations, and as such resolutions, rules and regulations may be amended and superseded, and Owner shall pay Woodinville for such sewer service; Owner shall also pay to the King County Department of Natural Resources and Parks - Wastewater Treatment Division (formerly METRO) any sewer services fees and charges imposed by that agency.

5. As a precondition to Woodinville providing water service to the Property, the Owner shall execute and provide this Agreement and Woodinville's SDC for sewer in accordance with paragraph A.2, to Woodinville.

B. Recording. Following its execution by the Parties, this Agreement shall be recorded in the King County Recorder's Office, and the terms and conditions of this Agreement while in force and effect constitute a covenant running with the Property. This Agreement shall be binding on the Parties and their assigns and successors in interest.

C. Waiver. No waiver by either Party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, or as a waiver of any subsequent breach of this Agreement by either party.

D. Notice. Any notice to be given pursuant to this Agreement shall be in writing and shall either be personally delivered or sent by certified mail, return receipt requested, postage prepaid to the appropriate Party as follows:

To District at: District General Manager  
Woodinville Water District  
17238 NE Woodinville-Duvall Rd  
Woodinville, WA 98072

To Owner at: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Parties may change their address for the purposes of this notice provision by written notice to the other Party delivered pursuant to the requirements of this provision.

E. Attorneys' Fees. In the event of a dispute between the Parties concerning this Agreement, in the event of litigation, the prevailing Party shall be entitled to recover attorneys' fees and costs, including any such fees and costs incurred on appeal.

F. Law/Venue. Any litigation regarding this Agreement shall be filed in King County Superior Court, King County, Washington. Washington law shall apply to the interpretation and enforcement of this Agreement.

G. Effective Date. This Agreement shall be effective on the date by which both Parties have executed this Agreement ("Effective Date").

WOODINVILLE WATER DISTRICT

By: \_\_\_\_\_  
Its \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Ken Howe, General Manager

Dated: \_\_\_\_\_

STATE OF WASHINGTON )  
COUNTY OF KING )ss

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledge that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_ to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

Signature \_\_\_\_\_

(Print name) \_\_\_\_\_

Notary Public in and for the State of Washington,  
my commission expires: \_\_\_\_\_

STATE OF WASHINGTON )  
COUNTY OF KING )ss

I certify that I know or have satisfactory evidence that Ken Howe is the person who appeared before me, and said person acknowledge that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the General Manager of the Woodinville Water District to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

Signature \_\_\_\_\_

(Print name) \_\_\_\_\_

Notary Public in and for the State of Washington,  
my commission expires \_\_\_\_\_

**EXHIBIT X**  
**REAL PROPERTY LEGAL DESCRIPTION**



**EXHIBIT Y**

**AGREEMENT FOR INTERIM SEWER SERVICE BETWEEN WOODINVILLE  
WATER DISTRICT AND NORTHSORE UTILITY DISTRICT**

Task 1 – Data Verification and Operational Settings Updates. This will result in a review and update of the mapping and information, as necessary, to reconcile the operational and seasonal controls, and allow these manual adjustments to be automated in the model.

Task 2 – Additional Hydrant Testing. Some of the hydrant testing, performed with the original scope of work, resulted in inconsistencies that could not be resolved in the model. Therefore, additional hydrant testing will need to be done once the system data is verified and updated.

Task 3 – Hydraulic Model Training. The original scope of work did not include training in the use of the calibrated hydraulic model. It was assumed that a fully automated model could be operated by District Staff with their current level of training. However, because the complexity of the model will be significantly advanced, RH2 recommends including extra training in the scope of work amendment to enable Staff to begin using the model more quickly and efficiently.

The original contract amount was for \$95,598. The total amount of this amendment request is \$26,816 bringing the amended total contract amount to \$122,414.

Discussion ensued. In particular the Board asked questions regarding the reasoning behind the difficulties around the calibration. Mr. McDowell explained that the District's practice of real-time manual monitoring and control over the District's system makes the calibration difficult. The Commissioners directed staff to make sure that the Comprehensive Plan addressed this issue. In addition, the Board wanted to make sure that a highly experienced modeler was performing the work. Mr. McDowell confirmed that those running the model had considerable experience.

**It was moved by Commissioner Knapinski and seconded by Commissioner Maloney to approve Amendment No. 1 for the Professional Services Agreement with RH2 Engineering, Inc. in the amount not to exceed \$26,816. Vote 4-1-0, with Commissioner Hwang voting no. Motion carried. So ordered.**

12 (b) Interlocal Agreement with Northshore Utility District Interim Sewer Service for the Ackerstrom Short Plat

Mr. McDowell reviewed the Ackerstrom Short Plat with the Commissioners. It is a 5-lot short plat located at the southwest corner of the intersection of 132<sup>nd</sup> Avenue NE and NE 140<sup>th</sup> Street, within Woodinville Water District's sewer service area. However, due to topography, the District is unable to provide gravity sewer service now or in the foreseeable future. Northshore Utility District, however, can provide gravity sewer service and is willing to do so.

The developer will construct a sewer extension with NUD and connect to an existing NUD sewer main to the southwest of the project. NUD will collect sewer connection charges from the property owners. Woodinville Water District will not collect these charges, unless the District's sewer system is extended to the area in the future; in that event, the District will have the right to require the lots to connect to the District's sewer system, pay District connection charges, and the Agreement with Northshore Utility District be terminated. Woodinville Water District will, however, provide water service to the proposed short plat now.

This agreement is similar in nature to other agreements the District has with Northshore Utility District for interim sewer service, which includes a separate agreement for each property owner that must be completed and recorded prior to obtaining sewer service.

There was a broad discussion regarding SDC's in general and with the appropriate timing to charge customers their equitable share of the system.

**It was moved by Commissioner Maloney and seconded by Commissioner Knapinski to modify the Interlocal Agreement to reflect the developer will pay both NUD's and WWD's sewer connection/SDC charge up front which would be recorded on the title. Vote 4-1-0, with Commissioner Hwang voting no. Motion carried. So ordered.**

12 (c) Bjarvin Variance

Mr. McDowell reviewed with the Board, Dag Bjarvin and Caroline Love (applicants) parcel (PIN 3401700159; Lot 2). The parcel is located at approximately 167<sup>th</sup> Ave NE and NE 145<sup>th</sup> Street, in unincorporated King County. The applicants are requesting the water meter for this lot be set at the north edge of the right of way on NE 145<sup>th</sup> Street, with the backside line running within a dedicated 30' ingress/egress/utility easement on the west side of parcel 3401700162.

Upon staff review, it was determined that water system grid is sufficient in this immediate area, meaning system looping, water pressure and fire flow minimums are currently being met. If the main were built "to and through" Lot 2, it would be a long, dead-end line serving one home with little chance of being extended and looped because all properties beyond Lot 2 are currently served. This main would have the potential for water quality problems if not flushed and maintained regularly by District staff. District staff agrees that a long, dead end water main extension at this location is not in the best interest of the District or the property owner at the present time.

Allowing the meter to be installed on the north side of NE 145<sup>th</sup> Street will result in a backside service line in excess of the 300' maximum allowed under current District Code. The applicant has written a variance request letter applying for a variance from the following subsection of the Code: **Subsection 4.04.010 B(5); which reads:** Private service lines shall be no longer than three hundred feet; otherwise, a public main shall be constructed in accordance with these policies and District standards and specifications.

Granting of the variance referenced above will require that the applicant pay an Equity Cost, per Woodinville Water District Code Sub-Section 4.04.010 D(2)(b). The Equity Cost is equal to 60% of the weighted average per linear foot cost of Developer Extension water main installations in the District as reasonably determined by the District Engineer for a reasonable period of time prior to the variance application applied to each foot of distance over 300'. The backside service line length for the lot will be approximately 390'; equal to the distance measured from the future meter location to the center point of the vacant lot. The weighted average per foot cost is currently \$150.01 per foot. The 60% weighted average per foot multiplier is \$90.31, and would be applied to each foot beyond the 300' maximum. Therefore, the total Equity Cost associated with Lot 2 would equate to \$90.31 x 90', for a total of \$8,127.90.00.

## **REGULAR MEETING**

**March 21, 2017**

### **Item 12(b) Interlocal Agreement with Northshore Utility District for Interim Sewer Service for the Ackerstrom Short Plat**

#### **Discussion:**

The Ackerstrom Short Plat is a 5 lot short plat located at the southwest corner of the intersection of 132<sup>nd</sup> Avenue NE and NE 140<sup>th</sup> Street, within Woodinville Water District's sewer service area. However, due to topography, the District is unable to provide gravity sewer service now or in the foreseeable future. Northshore Utility District, however, can provide gravity sewer service and is willing to do so.

The developer will construct a sewer extension with NUD and connect to an existing NUD sewer main to the southwest of the project. NUD will collect sewer connection charges from the property owners. Woodinville Water District will not collect these charges, unless WWD can extend service in the future and dissolve this agreement. Woodinville Water District will, however, provide water service to the proposed short plat.

This agreement is similar in nature to other agreements we have with Northshore Utility District for interim sewer service, which includes a separate agreement for each property owner that must be completed and recorded prior to obtaining water service. The agreement between WWD and the property owner states that if WWD can provide sewer service in the future, the property owner at that time will be required to pay to WWD the current System Development Charge for connection to the sewer system.

#### **Attachments:**

- 1) Interagency agreement with NUD for the Ackerstrom Short Plat.

#### **Recommendation:**

Motion to approve the Interlocal Agreement, and to authorize the General Manager to sign the agreement.

#### **Financial Impacts:**

None.

Attachment 1

AGREEMENT  
FOR INTERIM SEWER SERVICE BETWEEN WOODINVILLE WATER DISTRICT AND  
NORTHSHORE UTILITY DISTRICT

This agreement ("Agreement") is made and entered into by and between Woodinville Water District, a special purpose municipal corporation ("Woodinville"), and Northshore Utility District, a special purpose municipal corporation ("Northshore") (individually a "Party" and collectively the "Parties") for the purposes set forth herein.

RECITALS

Whereas, Woodinville is authorized to provide sanitary sewer service to property located within its sewer service area, and Northshore is authorized to provide sanitary sewer service to property located within its sewer service area; and

Whereas, certain real property, located within Woodinville's sanitary sewer service area as legally described on Exhibit "A" and shown on Exhibit Map "B", which are attached hereto and incorporated herein by this reference (the "Property"), is being developed for residential use; and is commonly known as the Akerstrom Short Plat; and

Whereas, development of the Property will require extensions of the public water and sanitary sewer systems to make those utility services available to the Property; and

Whereas, Woodinville can provide water service to the Property by extension of its public water system; however, it is not presently financially feasible to extend Woodinville's public sanitary sewer system to serve the Property; and

Whereas, Northshore's public sanitary sewer system is in proximity to the Property and Northshore can and is willing to provide sewer service on an interim basis; and Woodinville will agree to allow Northshore to provide sewer service to the Property on an interim basis in accordance with the terms and conditions set forth in this Agreement, now, therefore,

AGREEMENT

In consideration of the terms and conditions set forth in this Agreement, the Parties agree as follows:

A. Woodinville agrees that Northshore may provide and Northshore agrees to provide interim sanitary sewer service to the Property under the following terms and conditions:

1. Northshore's public sanitary sewer system shall be extended to the Property pursuant to Northshore's developer extension process incorporating Northshore's standards and specifications for sewer

extensions; provided Northshore shall provide Woodinville the proposed sewer extension plans of Property for Woodinville's review and comment prior to final approval of such plans by Northshore.

2. Northshore shall provide sanitary sewer service to the Property on the same terms and conditions as it provides service to similar property within Northshore's boundaries and according to Northshore's resolutions, rules and regulations and as such resolution, rules and regulations may be amended and superseded.
3. Woodinville shall cooperate fully with Northshore in all efforts to collect sanitary sewer service charges, including joinder in lien foreclosure proceedings, if necessary; provided Northshore shall bear all fees, costs and expenses incurred to collect sanitary sewer service charges, including any such fees, costs and expenses incurred by Woodinville.
4. Whenever Woodinville, in its sole discretion, determines Woodinville may provide permanent sanitary sewer service to the Property, Woodinville shall provide written notice to Northshore and the then present owner of the Property of its intent to provide sanitary sewer service to the Property and the effective date of such sewer service to the Property, and upon the effective date of such notice, title to and ownership of the local sanitary sewer system servicing Property will be transferred to Woodinville. Disconnection of the sanitary sewer system from Northshore's sewage collection system and connection to Woodinville's sanitary sewer system shall be at Woodinville's expense; thereafter the local sanitary sewer system serving the Property shall be maintained and operated by Woodinville as part of its public system and Woodinville shall provide sanitary sewer service to the Property in accordance with Woodinville's resolutions, rules and regulations, and as such resolution, rules and regulations may be amended and superseded. All fees and charges collected by Northshore for connection or service, prior to such transfer, shall be retained by Northshore. Upon such transfer, Woodinville shall pay Northshore any unpaid service charges due from the Property and Northshore shall assign all of its rights and interests to collect any unpaid sewer service fees and charges as of the date of transfer from and against the Property and the owner of the Property to Woodinville;



Provided, Northshore shall cooperate fully with Woodinville in all efforts to collect any unpaid sanitary sewer service fees and charges, including joinder in lien foreclosure proceedings, if necessary; provided, further, Woodinville shall bear all fees, costs and expenses incurred to collect unpaid sewer service fees and charges, including any such fees, costs and expenses incurred by Northshore.

6. As a condition of service and prior to connection to Northshore's public sanitary sewer system, the owner of the Property shall provide Northshore with a copy of an executed agreement substantially in the form as shown in Exhibit "C" (attached hereto and incorporated herein by this reference).
  7. This Agreement shall be effective on the date by which both Parties have executed this Agreement ("Effective Date").
- B. Following its execution by the Parties, this Agreement shall be recorded in the King County Recorder's Office.

NORTHSHORE UTILITY DISTRICT

WOODINVILLE WATER DISTRICT

By: \_\_\_\_\_  
Fanny Yee, General Manager

By: \_\_\_\_\_  
Ken Howe, General Manager

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

STATE OF WASHINGTON )  
COUNTY OF KING )ss

I certify that I know or have satisfactory evidence that Fanny Yee is the person who appeared before me, and said person acknowledge that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the General Manager of the Northshore Utility District to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

Signature \_\_\_\_\_

(print name) \_\_\_\_\_

Notary Public in and for the State of  
Washington, my commission expires

Residing at \_\_\_\_\_

STATE OF WASHINGTON )  
COUNTY OF KING )ss

I certify that I know or have satisfactory evidence that Ken Howe is the person who appeared before me, and said person acknowledge that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the General Manager of the Woodinville Water District to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

Signature \_\_\_\_\_

(print name) \_\_\_\_\_

Notary Public in and for the State of  
Washington, my commission expires

Residing at \_\_\_\_\_

## **EXHIBIT A**

### **REAL PROPERTY LEGAL DESCRIPTION**

THE NORTH HALF OF THE FOLLOWING DESCRIBED PROPERTY.

THE EAST 495 FEET OF THE EAST HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;

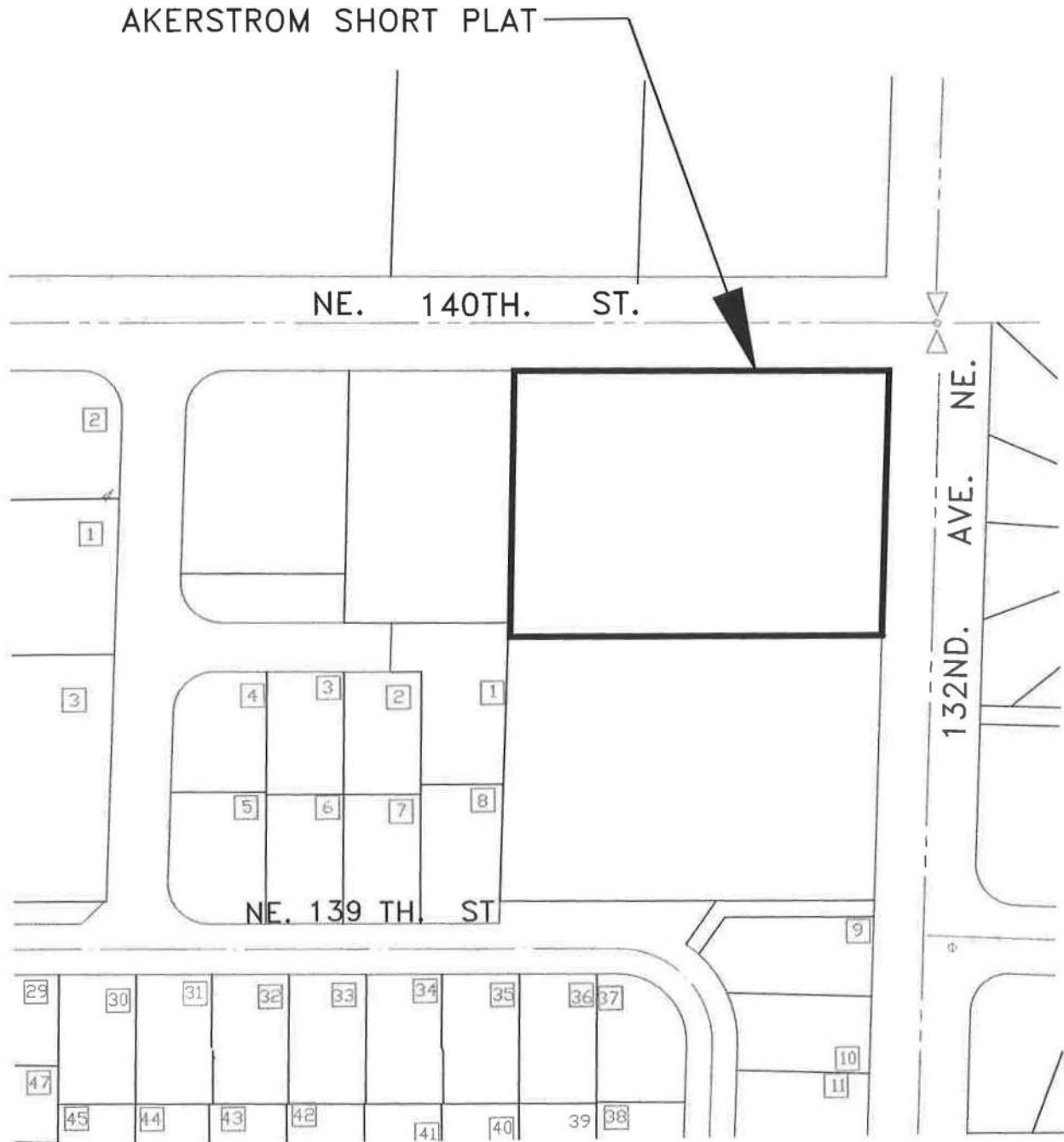
EXCEPT THE WEST 239 FEET AND THE SOUTH 307.62 FEET;

AND EXCEPT THE EAST 30 FEET THEREOF CONVEYED TO KING COUNTY FOR 132ND AVENUE NORTHEAST BY DEEDS RECORDED UNDER RECORDING NOS. 5106047 AND 5106048;

AND EXCEPT THAT PORTION THEREOF LYING WITHIN NORTHEAST 140TH STREET.

EXCEPT THAT PORTION CONVEYED TO KING COUNTY BY DEED RECORDED UNDER RECORDING NO. 9501180587.

**EXHIBIT B**



**EXHIBIT C**  
**AGREEMENT**  
**FOR INTERIM SEWER SERVICE BETWEEN WOODINVILLE WATER DISTRICT**  
**AND PROPERTY OWNER**

This agreement ("Agreement") is made and entered into by and between Woodinville Water District, a special purpose municipal corporation ("Woodinville"), and \_\_\_\_\_, a \_\_\_\_\_ ("Owner") (individually a "Party" and collectively the "Parties") for the purposes set forth herein.

**RECITALS**

Whereas, Woodinville is authorized to provide sanitary sewer service to property located within its sewer service area, and Northshore Utility District, a special purpose municipal corporation ("Northshore") is authorized to provide sanitary sewer service to property located within its sewer service area; and

Whereas, Owner owns certain real property located within Woodinville's sanitary sewer service area as legally described on **Exhibit X** attached hereto and incorporated herein by this reference ("Property") which is being developed for residential use; and the property is commonly known as \_\_\_\_\_;

Whereas, development of the Property will require extensions of the public water and sanitary sewer systems to make those utility services available to the Property; and

Whereas, Woodinville can provide water service to the Property by extension of its public water system; however, it is not presently financially feasible to extend Woodinville's public sanitary sewer system to serve the Property; and

Whereas, Northshore's public sanitary sewer system is in proximity to the Property and Northshore can provide interim sanitary sewer service to the Property and is willing to provide sewer service on an interim basis; and Woodinville will agree to allow Northshore to provide sewer service to the Property on an interim basis in accordance with the terms and conditions set forth in this Agreement, including the requirement if Woodinville in its sole discretion, determines Woodinville may provide permanent sewer service to the Property, upon notice to Northshore and the Owner, Northshore shall cease providing interim sewer service to the Property and the Owner will connect the Property to Woodinville's sewer system at Owner's expense and receive permanent sewer service to the Property from Woodinville, now, therefore,

**AGREEMENT**

In consideration of the terms and conditions set forth in this Agreement, the Parties agree as follows:

A. Interim Sewer Service. Woodinville agrees that, pursuant to the Agreement for Interim Sewer Service between Woodville and Northshore attached hereto as **Exhibit Y** and incorporated herein in full by this reference, the Owner may receive interim sewer service to the Property from Northshore under the following terms and conditions:

1. The Owner shall extend Northshore's public sanitary sewer system to the Property pursuant to Northshore's developer extension process incorporating Northshore's standards and specifications for sewer extensions.
2. As a condition of service and prior to connection to Northshore's public sanitary sewer system, the Owner shall pay to Northshore all fees and charges Northshore imposes as conditions of connection to its sewer system and shall also pay to the King County Department of Natural Resources and Parks - Wastewater Treatment Division (formerly METRO) all connection charges and sewer services fees and charges imposed by that agency.
3. Northshore shall provide sanitary sewer service to the Property on the same terms and conditions as it provides service to similar property within Northshore's boundaries and according to Northshore's resolutions, rules and regulations and as such resolution, rules and regulations may be amended and superseded, and Owner shall pay Northshore for such sewer service.
4. Whenever Woodinville, in its sole discretion, determines Woodinville may provide permanent sanitary sewer service to the Property, Woodinville shall provide Northshore and the Owner at least ninety (90) days prior written notice of its intent to provide sanitary sewer service to the Property and the effective date of such sewer service to the Property, and upon the effective date of such notice, title to and ownership of the sanitary sewer service shall be transferred to Woodinville and the Owner shall, at Owner's sole cost and expense, disconnect the sanitary sewer system to the Property from Northshore's sewer system and connect the Property to Woodinville's sanitary sewer system. Thereafter, Woodinville shall provide sanitary sewer service to the Property and the sanitary sewer system shall be maintained and operated by Woodinville as part of its public system. Woodinville shall provide sanitary sewer service to the Property in accordance with Woodinville's resolutions, rules and regulations, and as such resolution, rules and regulations may be amended and superseded, and Owner shall pay Woodinville for such sewer service, including all connection fees and charges Woodinville imposes as conditions of connection to its sewer system; Owner shall also pay to the King County Department of Natural Resources and Parks -



Wastewater Treatment Division (formerly METRO) all sewer services fees and charges imposed by that agency.

5. As a precondition to Woodinville providing water service to the Property, the Owner shall execute and provide this Agreement to Woodinville.

B. Recording. Following its execution by the Parties, this Agreement shall be recorded in the King County Recorder's Office, and the terms and conditions of this Agreement while in force and effect constitute a covenant running with the Property. This agreement shall be binding on the Parties and their assigns and successors in interest.

C. Waiver. No waiver by either Party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, or as a waiver of any subsequent breach of this Agreement by either party.

D. Notice. Any notice to be given pursuant to this Agreement shall be in writing and shall either be personally delivered or sent by certified mail, return receipt requested, postage prepaid to the appropriate Party as follows:

To District at: District General Manager  
Woodinville Water District  
17238 NE Woodinville-Duvall Rd  
Woodinville, WA 98072

To Owner at: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Parties may change their address for the purposes of this notice provision by written notice to the other Party delivered pursuant to the requirements of this provision.

E. Attorneys' Fees. In the event of a dispute between the Parties concerning this Agreement, in the event of litigation, the prevailing Party shall be entitled to recover attorneys' fees and costs, including any such fees and costs incurred on appeal.

F. Law/Venue. Any litigation regarding this Agreement shall be filed in King County Superior Court, King County, Washington. Washington law shall apply to the interpretation and enforcement of this Agreement.

G. Effective Date. This Agreement shall be effective on the date by which both Parties have executed this Agreement ("Effective Date").

WOODINVILLE WATER DISTRICT

By: \_\_\_\_\_  
Its \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Ken Howe, General Manager

Dated: \_\_\_\_\_

STATE OF WASHINGTON )  
COUNTY OF KING )ss

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledge that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_ to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

Signature \_\_\_\_\_

(print name) \_\_\_\_\_

Notary Public in and for the State of Washington,  
my commission expires: \_\_\_\_\_

Residing at \_\_\_\_\_

STATE OF WASHINGTON )  
COUNTY OF KING )ss

I certify that I know or have satisfactory evidence that Ken Howe is the person who appeared before me, and said person acknowledge that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the General Manager of the Woodinville Water District to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

Signature \_\_\_\_\_

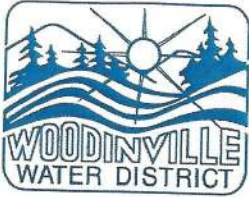
(print name) \_\_\_\_\_

Notary Public in and for the State of Washington,  
my commission expires \_\_\_\_\_

Residing at \_\_\_\_\_

## **EXHIBIT X**

**EXHIBIT Y**



## WOODINVILLE WATER DISTRICT

17238 N.E. Woodinville-Duvall Road  
P.O. Box 1390  
Woodinville, Washington 98072-1390  
(425) 487-4100  
FAX (425) 485-6381

**COMMISSIONERS**  
Ed Cebron  
Paj Hwang  
Dale Knapinski  
Pamela J. Maloney  
Karen Steeb

**GENERAL MANAGER**  
Ken Howe

June 3, 2016

*Marked  
on  
6/3/16*

**N26**

Tom Alexieff, P.E.  
Northshore Utility District  
P.O. Box 489  
Kenmore, Washington 98028

SUBJECT: Sewer Service for 14216 132<sup>nd</sup> Ave NE  
Parcel Numbers 2226059067 and 2226059102

Dear Mr. Alexieff:

This letter is in response to a May 27<sup>th</sup>, 2016 phone call from Breffni McGeough regarding sanitary sewer service for the subject properties. The properties are located within the Woodinville Water District's service area for both water and sewer service. However, we believe the most efficient means for providing sanitary sewer service at the present time would be through Northshore Utility District (NUD). Woodinville Water District would continue to provide water service to these properties.

The Woodinville Water District would be interested in entering into an Interlocal Agreement with NUD to allow NUD to provide sanitary sewer service to the subject properties, until such time that the Woodinville Water District can provide sewer service to these properties.

If you have any questions concerning this matter, please feel free to call me at 425-487-4104.

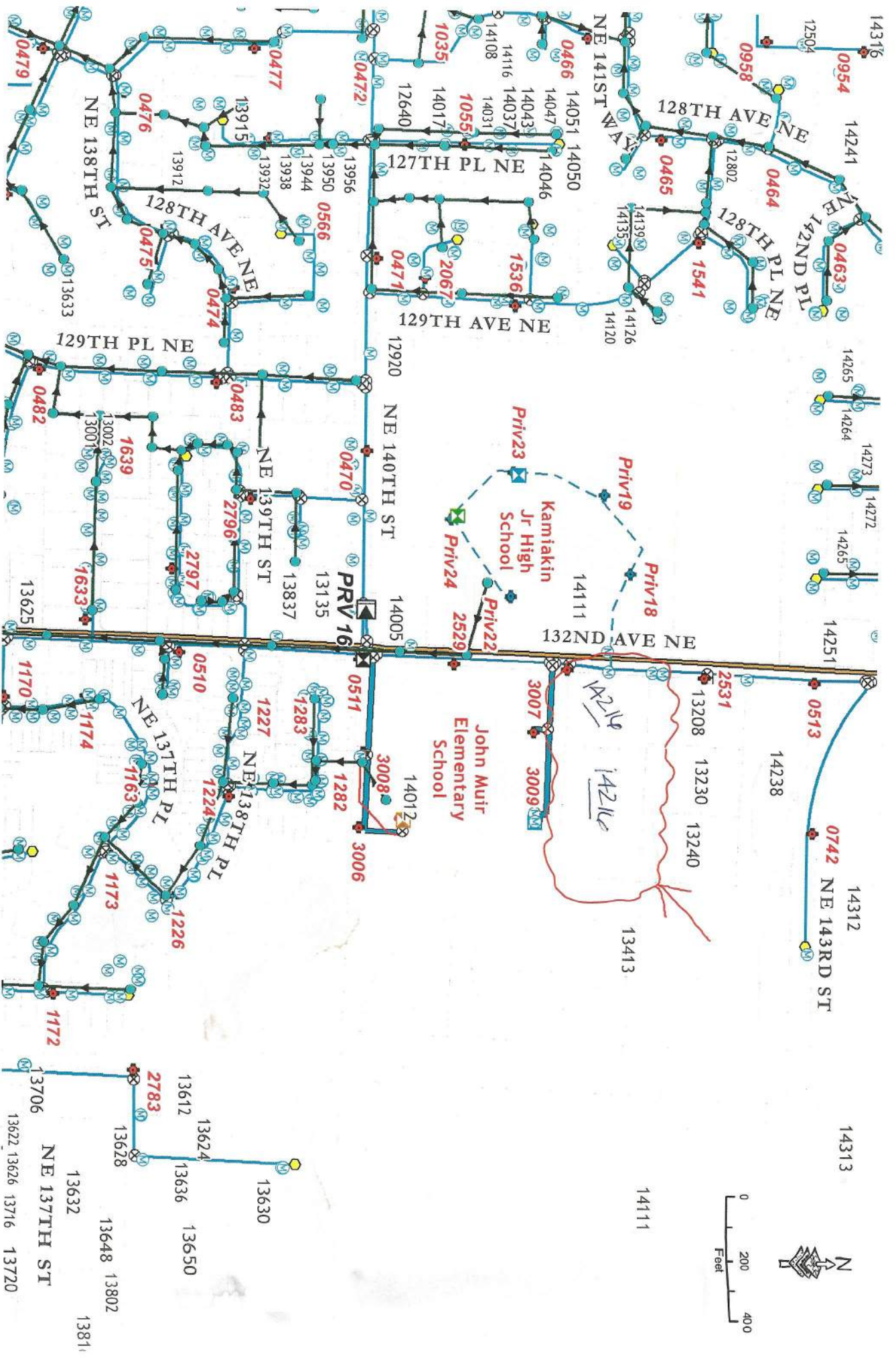
Sincerely,

**WOODINVILLE WATER DISTRICT**

Ken McDowell, P.E.  
District Engineer

Cc: Michelle McClusky  
Father and Sons Ministries  
P.O. Box 411  
Kirkland, WA 98034





(15)

N24

Return Address: 87  
Joe Lefstrom  
Woodinville Water District  
17238 NE Wood-Duvall Rd  
Woodinville, WA 98072

Barcode  
20151210001357  
FIRST AMERICAN AG  
PAGE-001 OF 015  
12/10/2015 15:54  
KING COUNTY, WA  
87.00

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

**Document Title(s)** (or transactions contained therein): (all areas applicable to your document must be filled in)  
1. Agreement for Interim Sewer Services Between Woodinville Water District  
and Property Owner 4. \_\_\_\_\_

**Reference Number(s) of Documents assigned or released:**  
Additional reference #'s on page \_\_\_\_\_ of document

**Grantor(s)** Exactly as name(s) appear on document  
1. Harbour Homes, LLC, \_\_\_\_\_  
2. \_\_\_\_\_, \_\_\_\_\_  
Additional names on page \_\_\_\_\_ of document.

This document was filed for record as an emergency nonstandard document. It has not been examined for proper execution or as to its effect upon title.

**Grantee(s)** Exactly as name(s) appear on document  
1. Woodinville Water District, \_\_\_\_\_  
2. \_\_\_\_\_, \_\_\_\_\_  
Additional names on page \_\_\_\_\_ of document.

**Legal description** (abbreviated: i.e. lot, block, plat or section, township, range)  
NW 27 26-5, Also known as the plat of Meritage Ridge  
\_\_\_\_\_  
Additional legal is on page \_\_\_\_\_ of document.

**Assessor's Property Tax Parcel/Account Number** ☐ Assessor Tax # not yet assigned  
2726059095, 2726059100, 2726059099, 2726059098, 2726059035

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

"I am signing below and paying an additional \$50 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."  
\_\_\_\_\_  
Signature of Requesting Party

Note to submitter: Do not sign above nor pay additional \$50 fee if the document meets margin/formatting requirements

Meritage Ridge



**AGREEMENT  
FOR INTERIM SEWER SERVICE BETWEEN WOODINVILLE WATER DISTRICT  
AND PROPERTY OWNER**

This agreement ("Agreement") is made and entered into by and between Woodinville Water District, a special purpose municipal corporation ("Woodinville"), and Harbour Homes, LLC, a limited liability company ("Owner") (individually a "Party" and collectively the "Parties") for the purposes set forth herein.

**RECITALS**

Whereas, Woodinville is authorized to provide sanitary sewer service to property located within its sewer service area, and Northshore Utility District, a special purpose municipal corporation ("Northshore") is authorized to provide sanitary sewer service to property located within its sewer service area; and

Whereas, Owner owns certain real property located within Woodinville's sanitary sewer service area as legally described on **Exhibit X** attached hereto and incorporated herein by this reference ("Property") which is being developed for residential use; and is commonly known as the Meritage Ridge Plat; and

Whereas, development of the Property will require extensions of the public water and sanitary sewer systems to make those utility services available to the Property; and

Whereas, Woodinville can provide water service to the Property by extension of its public water system; however, it is not presently financially feasible to extend Woodinville's public sanitary sewer system to serve the Property; and

Whereas, Northshore's public sanitary sewer system is in proximity to the Property and Northshore can provide interim sanitary sewer service to the Property and is willing to provide sewer service on an interim basis; and Woodinville will agree to allow Northshore to provide sewer service to the Property on an interim basis in accordance with the terms and conditions set forth in this Agreement, including the requirement if Woodinville in its sole discretion, determines Woodinville may provide permanent sewer service to the Property, upon notice to Northshore and the Owner, Northshore shall cease providing interim sewer service to the Property and the Owner will connect the Property to Woodinville's sewer system at Owner's expense and receive permanent sewer service to the Property from Woodinville, now, therefore,

**AGREEMENT**

In consideration of the terms and conditions set forth in this Agreement, the Parties agree as follows:

A. Interim Sewer Service. Woodinville agrees that, pursuant to the Agreement for Interim Sewer Service between Woodville and Northshore attached hereto as **Exhibit Y** and incorporated herein in full by this reference, the Owner may receive interim sewer service to the Property from Northshore under the following terms and conditions:

1. The Owner shall extend Northshore's public sanitary sewer system to the Property pursuant to Northshore's developer extension process incorporating Northshore's standards and specifications for sewer extensions.
2. As a condition of service and prior to connection to Northshore's public sanitary sewer system, the Owner shall pay to Northshore all fees and charges Northshore imposes as conditions of connection to its sewer system and shall also pay to the King County Department of Natural Resources and Parks - Wastewater Treatment Division (formerly METRO) all connection charges and sewer services fees and charges imposed by that agency.
3. Northshore shall provide sanitary sewer service to the Property on the same terms and conditions as it provides service to similar property within Northshore's boundaries and according to Northshore's resolutions, rules and regulations and as such resolution, rules and regulations may be amended and superseded, and Owner shall pay Northshore for such sewer service.
4. Whenever Woodinville, in its sole discretion, determines Woodinville may provide permanent sanitary sewer service to the Property, Woodinville shall provide Northshore and the Owner at least ninety (90) days prior written notice of its intent to provide sanitary sewer service to the Property and the effective date of such sewer service to the Property, and upon the effective date of such notice, title to and ownership of the sanitary sewer service shall be transferred to Woodinville and the Owner shall, at Owner's sole cost and expense, disconnect the sanitary sewer system to the Property from Northshore's sewer system and connect the Property to Woodinville's sanitary sewer system. Thereafter, Woodinville shall provide sanitary sewer service to the Property and the sanitary sewer system shall be maintained and operated by Woodinville as part of its public system. Woodinville shall provide sanitary sewer service to the Property in accordance with Woodinville's resolutions, rules and regulations, and as such resolution, rules and regulations may be amended and superseded, and Owner shall pay Woodinville for such sewer service, including all connection fees and charges Woodinville imposes as conditions of connection to its sewer system; Owner shall also pay to the King County Department of Natural Resources and Parks -

Wastewater Treatment Division (formerly METRO) all sewer services fees and charges imposed by that agency.

5. As a precondition to Woodinville providing water service to the Property, the Owner shall execute and provide this Agreement to Woodinville.

B. Recording. Following its execution by the Parties, this Agreement shall be recorded in the King County Recorder's Office, and the terms and conditions of this Agreement while in force and effect constitute a covenant running with the Property. This agreement shall be binding on the Parties and their assigns and successors in interest.

C. Waiver. No waiver by either Party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, or as a waiver of any subsequent breach of this Agreement by either party.

D. Notice. Any notice to be given pursuant to this Agreement shall be in writing and shall either be personally delivered or sent by certified mail, return receipt requested, postage prepaid to the appropriate Party as follows:

To District at: District General Manager  
Woodinville Water District  
17238 NE Woodinville-Duvall Rd  
Woodinville, WA 98072

To Owner at: Harbour Homes, LLC  
1441 N. 34th St, Suite 200  
Seattle, WA 98103

The Parties may change their address for the purposes of this notice provision by written notice to the other Party delivered pursuant to the requirements of this provision.

E. Attorneys' Fees. In the event of a dispute between the Parties concerning this Agreement, in the event of litigation, the prevailing Party shall be entitled to recover attorneys' fees and costs, including any such fees and costs incurred on appeal.

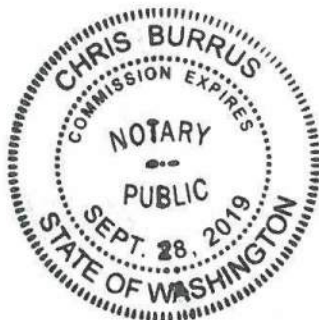
F. Law/Venue. Any litigation regarding this Agreement shall be filed in King County Superior Court, King County, Washington. Washington law shall apply to the interpretation and enforcement of this Agreement.

G. Effective Date. This Agreement shall be effective on the date by which both Parties have executed this Agreement ("Effective Date").



STATE OF WASHINGTON )  
COUNTY OF KING )ss

I certify that I know or have satisfactory evidence that Justin Harman is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Vice President of Genesco Properties WA, LLC to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.



Dated: 11-4-2015

Signature Chris Burrus

(print name) Chris Burrus

Notary Public in and for the State of Washington,  
my commission expires: September 28, 2019

Residing at: Woodinville

STATE OF WASHINGTON )  
COUNTY OF KING )ss

I certify that I know or have satisfactory evidence that Ken Howe is the person who appeared before me, and said person acknowledge that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the General Manager of the Woodinville Water District to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.



Dated: 11-23-15

Signature Stacy L. Hollis

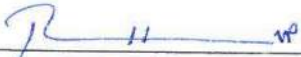
(print name) Stacy L. Hollis

Notary Public in and for the State of Washington,  
my commission expires 3-9-16

Residing at: Lynnwood




GEONERCO PROPERTIES WA, LLC

By:   
Its Vice President

Dated: 11/4/2015

WOODINVILLE WATER DISTRICT

By:   
Ken Howe, General Manager

Dated: 11-23-15

**EXHIBIT X**  
**REAL PROPERTY LEGAL DESCRIPTION**

LOT 1, KING COUNTY SHORT PLAT NUMBER 678109, RECORDED UNDER RECORDING NUMBER 7904241065 BEING A PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON.

LOT 2, KING COUNTY SHORT PLAT NUMBER 678109, RECORDED UNDER RECORDING NUMBER 7904241065 BEING A PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES AS DESCRIBED AND  
DELINEATED IN SAID SHORT PLAT;

EXCEPT ANY PORTION THEREOF LYING WITHIN THE ABOVE DESCRIBED MAIN TRACT OF LAND.

LOT 3, KING COUNTY SHORT PLAT NUMBER 678109, RECORDED UNDER RECORDING  
NUMBER 7904241065 BEING A PORTION OF THE NORTHWEST QUARTER OF THE  
NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 26 NORTH, RANGE 5 EAST,  
WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;

TOGETHER WITH AN EASEMENT T FOR INGRESS, EGRESS AND UTILITIES AS DESCRIBED AND DELINEATED IN SAID SHORT PLAT.

EXCEPT ANY PORTION THEREOF LYING WITHIN THE ABOVE DESCRIBED MAIN TRACT OF LAND.

LOT 4, KING COUNTY SHORT PLAT NUMBER 678109, RECORDED UNDER RECORDING NUMBER 790424106 BEING A PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES AS  
DESCRIBED AND DELINEATED IN SAID SHORT PLAT;

EXCEPT ANY PORTION THEREOF LYING WITHIN THE ABOVE DESCRIBED MAIN TRACT OF LAND.

PARCEL A, CITY OF KIRKLAND LOT LINE ALTERATION NO.  
RECORDED UNDER RECORDING NUMBER  
RECORDS OF KING COUNTY, WASHINGTON.

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER,  
UNDER AND ACROSS A PARCEL LYING 15 FEET, AS MEASURED AT RIGHT ANGLES  
ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTH HALF OF THE NORTH  
HALF OF THE SOUTH HALF OF THE EAST HALF OF THE NORTHWEST QUARTER  
OF THE NORTHWEST QUARTER OF SAID SECTION 27, THENCE NORTH 88°12' 02" WEST  
ALONG THE SOUTH LINE THEREOF FOR 30.0 FEET TO THE TRUE POINT OF

BEGINNING; THENCE CONTINUING NORTH  $88^{\circ}12'02''$  WEST 370.0 FEET TO THE TERMINUS OF SAID LINE, ALSO;

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER AND ACROSS A PARCEL LYING SOUTHEASTERLY OF A CURVE, HAVING A RADIUS OF 25.00 FEET, BEING TANGENT WITH THE NORTH LINE OF SAID 30.00 FOOT STRIP AND TANGENT WITH THE WEST LINE OF THE EAST 30.00 FEET OF SAID EAST HALF, AND A PARCEL LYING NORTHEASTERLY OF A CURVE, HAVING A RADIUS OF 25.00 FEET, BEING TANGENT WITH THE SOUTH LINE OF SAID 30.00 FOOT STRIP, AND TANGENT WITH THE WEST LINE OF THE EAST 30.00 FEET OF SAID EAST HALF.

*Also known as the plat of Meritage Ridge*

FIRST AMERICAN W80490

10/87

Exhibit Y

Return Address:

Woodinville Water District  
17238 NE Wood-Duvall Rd  
Woodinville, WA 98072



20141023000727

FIRST AMERICAN AG  
PAGE-001 OF 016  
10/23/2014 14:26  
KING COUNTY, WA

87.00

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

**Document Title(s)** (or transactions contained therein): (all areas applicable to your document must be filled in)

1. Agreement For Interim Sewer Service 2. \_\_\_\_\_  
3. \_\_\_\_\_ 4. \_\_\_\_\_

**Reference Number(s) of Documents assigned or released:**

Additional reference #'s on page \_\_\_\_\_ of document

**Grantor(s)** Exactly as name(s) appear on document

1. Woodinville Water District \_\_\_\_\_  
2. \_\_\_\_\_

Additional names on page \_\_\_\_\_ of document.

**Grantee(s)** Exactly as name(s) appear on document

1. Northshore Utility District \_\_\_\_\_  
2. \_\_\_\_\_

Said documents were filed of  
record as an accommodation only.  
It has not been examined as to  
proper execution or as to its effect  
upon title.

Additional names on page \_\_\_\_\_ of document.

**Legal description** (abbreviated: i.e. lot, block, plat or section, township, range)

NW 27-26-5

Additional legal is on page \_\_\_\_\_ of document.

**Assessor's Property Tax Parcel/Account Number**

assigned 2726059035, 2726059098, 2726059099, 2726059100  
2726059097, 2726059095

☐ Assessor Tax # not yet

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

"I am signing below and paying an additional \$50 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."

\_\_\_\_\_  
Signature of Requesting Party

Note to submitter: Do not sign above nor pay additional \$50 fee if the document meets margin/formatting requirements

# Exhibit Y

## AGREEMENT FOR INTERIM SEWER SERVICE

This agreement ("Agreement") is made and entered into by and between Woodinville Water District, a special purpose municipal corporation ("Woodinville"), and Northshore Utility District, a special purpose municipal corporation ("Northshore") (individually a "Party" and collectively the "Parties") for the purposes set forth herein.

### RECITALS

Whereas, Woodinville is authorized to provide sanitary sewer service to property located within its sewer service area, and Northshore is authorized to provide sanitary sewer service to property located within its sewer service area; and

Whereas, certain real property located within Woodinville's sanitary sewer service area as legally described on Exhibit "A", which is attached hereto and incorporated herein by this reference (the "Property"), is being developed for residential use; and is commonly known as the Meritage Ridge Plat; and

Whereas, development of the Property will require extensions of the public water and sanitary sewer systems to make those utility services available to the Property; and

Whereas, Woodinville can provide water service to the Property by extension of its public water system; however, it is not presently financially feasible to extend Woodinville's public sanitary sewer system to serve the Property; and

Whereas, Northshore's public sanitary sewer system is in proximity to the Property and Northshore can provide interim sanitary sewer service to the Property and is willing to provide sewer service on an interim basis; and Woodinville will agree to allow Northshore to provide sewer service to the Property on an interim basis in accordance with the terms and conditions set forth in this Agreement, now, therefore,

### AGREEMENT

In consideration of the terms and conditions set forth in this Agreement, the Parties agree as follows:

A. Woodinville agrees that Northshore may provide and Northshore agrees to provide interim sanitary sewer service to the Property under the following terms and conditions:

1. Northshore's public sanitary sewer system shall be extended to the Property pursuant to Northshore's developer extension process incorporating Northshore's standards and specifications for sewer extensions; provided Northshore shall provide Woodinville proposed

sewer extension plans for Woodinville's review and comment prior to final approval of such plans by Northshore.

2. As a condition of service and prior to connection to Northshore's public sanitary sewer system, the owner of the Property shall pay to Northshore all fees and charges Northshore imposes as conditions of connection to its sewer system and shall also pay to the King County Department of Natural Resources and Parks - Wastewater Treatment Division (formerly METRO) all connection charges and sewer services fees and charges imposed by that agency.
3. Northshore shall provide sanitary sewer service to the Property on the same terms and conditions as it provides service to similar property within Northshore's boundaries and according to Northshore's resolutions, rules and regulations and as such resolution, rules and regulations may be amended and superseded.
4. Woodinville shall cooperate fully with Northshore in all efforts to collect sanitary sewer service charges, including joinder in lien foreclosure proceedings, if necessary; provided Northshore shall bear all fees, costs and expenses incurred to collect sanitary sewer service charges, including any such fees, costs and expenses incurred by Woodinville.
5. Whenever Woodinville, in its sole discretion, determines Woodinville may provide permanent sanitary sewer service to the Property, Woodinville shall provide at least ninety (90) days prior written notice to Northshore and the then present owner of the Property of its intent to provide sanitary sewer service to the Property and the effective date of such sewer service to the Property, and upon the effective date of such notice, title to and ownership of the sanitary sewer service will be transferred to Woodinville and the disconnection of the sanitary sewer system from Northshore's sewer system and connection to Woodinville's sanitary sewer system shall be at Woodinville's expense; thereafter the sanitary sewer system shall be maintained and operated by Woodinville as part of its public system and Woodinville shall provide sanitary sewer service to the Property in accordance with Woodinville's resolutions, rules and regulations, and as such resolution, rules and regulations may be amended and superseded. All fees and charges collected by Northshore for connection or service, prior to such transfer, shall be retained by Northshore. Upon such transfer, Woodinville shall pay Northshore any unpaid service charges due from the Property and the owner of the Property and Northshore shall assign all of its rights and interests to collect any unpaid sewer service fees and charges as of the date of transfer from and against the Property and the owner of the Property to Woodinville; provided, Northshore shall cooperate fully with



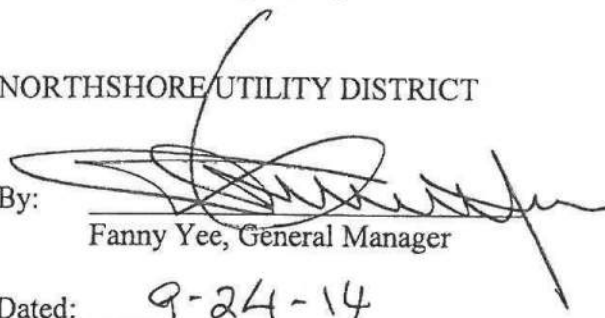
Woodinville in all efforts to collect any unpaid sanitary sewer service fees and charges, including joinder in lien foreclosure proceedings, if necessary; provided, further, Woodinville shall bear all fees, costs and expenses incurred to collect unpaid sewer service fees and charges, including any such fees, costs and expenses incurred by Northshore.

6. As a condition of service and prior to connection to Northshore's public sanitary sewer system, the owner of the Property shall provide Northshore with a copy of an executed agreement substantially in the form as shown in Exhibit "B" attached hereto and incorporated herein by this reference with the owner of the Property
7. This Agreement shall be effective on the date by which both Parties have executed this Agreement ("Effective Date").

B. Following its execution by the Parties, this Agreement shall be recorded in the King County Recorder's Office.

NORTHSHORE UTILITY DISTRICT

By:

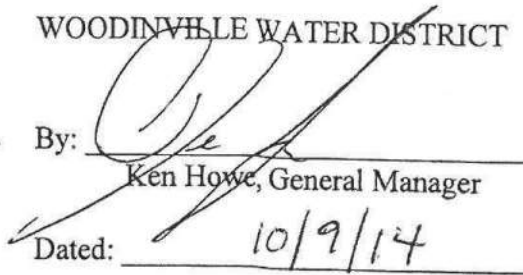
  
Fanny Yee, General Manager

Dated:

9-24-14

WOODINVILLE WATER DISTRICT

By:

  
Ken Howe, General Manager

Dated:

10/9/14

STATE OF WASHINGTON )  
COUNTY OF KING ) ss

I certify that I know or have satisfactory evidence that Fanny Yee is the person who appeared before me, and said person acknowledge that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the General Manager of the Northshore Utility District to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.



Dated: September 24, 2014

Signature Margaret D. Johanson

(Print name) Margaret D. Johanson

Notary Public in and for the State of Washington,  
my commission expires: 12-07-17

Residing at: Kenmore

STATE OF WASHINGTON )  
COUNTY OF KING ) ss

I certify that I know or have satisfactory evidence that Ken Howe is the person who appeared before me, and said person acknowledge that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the General Manager of the Woodinville Water District to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.



Dated: 10-9-14

Signature Stacy L. Hollis

(Print name) Stacy L. Hollis

Notary Public in and for the State of Washington,  
my commission expires 3-9-16

Residing at: Lynnwood

EXHIBIT A

REAL PROPERTY LEGAL DESCRIPTION

LOT 1, KING COUNTY SHORT PLAT NUMBER 678109, RECORDED UNDER RECORDING NUMBER 7904241065 BEING A PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON.

LOT 2, KING COUNTY SHORT PLAT NUMBER 678109, RECORDED UNDER RECORDING NUMBER 7904241065 BEING A PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES AS DESCRIBED AND DELINEATED IN SAID SHORT PLAT;

EXCEPT ANY PORTION THEREOF LYING WITHIN THE ABOVE DESCRIBED MAIN TRACT OF LAND.

LOT 3, KING COUNTY SHORT PLAT NUMBER 678109, RECORDED UNDER RECORDING NUMBER 7904241065 BEING A PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;

TOGETHER WITH AN EASEMENT T FOR INGRESS, EGRESS AND UTILITIES AS DESCRIBED AND DELINEATED IN SAID SHORT PLAT,

EXCEPT ANY PORTION THEREOF LYING WITHIN THE ABOVE DESCRIBED MAIN TRACT OF LAND.

LOT 4, KING COUNTY SHORT PLAT NUMBER 678109, RECORDED UNDER RECORDING NUMBER 790424106 BEING A PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES AS DESCRIBED AND DELINEATED IN SAID SHORT PLAT;

EXCEPT ANY PORTION THEREOF LYING WITHIN THE ABOVE DESCRIBED MAIN TRACT OF LAND.

PARCEL A, CITY OF KIRKLAND LOT LINE ALTERATION NO.  
\_\_\_\_\_, RECORDED UNDER RECORDING NUMBER  
\_\_\_\_\_, RECORDS OF KING COUNTY, WASHINGTON.

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER AND ACROSS A PARCEL LYING 15 FEET, AS MEASURED AT RIGHT ANGLES ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTH HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27; THENCE NORTH  $88^{\circ}12'02''$  WEST ALONG THE SOUTH LINE THEREOF FOR 30.0 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH  $88^{\circ}12'02''$  WEST 370.0 FEET TO THE TERMINUS OF SAID LINE, ALSO;

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER AND ACROSS A PARCEL LYING SOUTHEASTERLY OF A CURVE, HAVING A RADIUS OF 25.00 FEET, BEING TANGENT WITH THE NORTH LINE OF SAID 30.00 FOOT STRIP AND TANGENT WITH THE WEST LINE OF THE EAST 30.00 FEET OF SAID EAST HALF, AND A PARCEL LYING NORTHEASTERLY OF A CURVE, HAVING A RADIUS OF 25.00 FEET, BEING TANGENT WITH THE SOUTH LINE OF SAID 30.00 FOOT STRIP, AND TANGENT WITH THE WEST LINE OF THE EAST 30.00 FEET OF SAID EAST HALF.

10 (c) Engineer's Report

Mr. McDowell gave a status report on the Woodinville-Duvall Rd. AC Water Main Replacement Project. Discussion ensued.

**OLD BUSINESS:** None.

**NEW BUSINESS**

12 (a) Kingsgate Meadow Apartments – Leak Adjustment Request

Mr. Broyles discussed the leak at the apartment complex with the Board and staff.

**It was moved by Commissioner Steeb and seconded by Commissioner Smith to grant a Leak Adjustment of \$6,070.66 to the Kingsgate Meadows Apartments. Vote 5-0-0. Motion carried. So ordered.**

12 (b) Update of Misc. Fee Schedule

The Board and staff discussed the Schedule of Miscellaneous Fees & Charges. Staff will review the drop-in fee deposit for the larger meter, make the suggested updates to the Fee Schedule and bring the updated Fee Schedule back for Board approval, as a consent agenda item, at the next meeting.

12 (c) Draft Fall Pipeline Newsletter

The Board and staff discussed having an article in the Pipeline to update the customers on the Mercer Island E-coli issue and letting customers know what the District does on an ongoing basis, what the District may do if a water quality issue arose, and the District's response strategy. A reference to the District website regarding the District's response strategy should be included. Staff will make the suggested edits and changes to the Pipeline.

12 (d) Interlocal Agreement with Northshore Utility District for Interim Sewer Service for the Meritage Ridge Plat

Mr. McDowell spoke about the difficulty the District would have to get gravity sewer service to the area. Discussion ensued.

**It was moved by Commissioner Steeb and seconded by Commissioner Hwang to approve the Interlocal Agreement for the Meritage Ridge Plat, and to authorize the General Manager to sign the agreement. Vote 5-0-0. Motion carried. So ordered.**

12 (e) Interlocal Agreement with Northshore Utility District for Interim Sewer Service for the Vintner's West Plat

Mr. McDowell explained the Vintner's West Plat has a similar issue with gravity sewer service to the area as the Meritage Ridge Plat.

**It was moved by Commissioner Steeb and seconded by Commissioner Hwang to approve the Interlocal Agreement for the Vitner's West Plat, and to authorize the General Manager to sign the Agreement. Vote 5-0-0. Motion carried. So ordered.**

12 (f) Resolution No. 3806 Adopting the District's portion of the King County Regional Hazard Mitigation Plan Update

Mr. McDowell gave an overview of the Hazard Mitigation Plan. There were some discrepancies found in Chapter 54. Discussion ensued.

**It was moved by Commissioner Smith and seconded by Commissioner Hwang to approve Resolution 3806 Adopting the District's Local Hazard Mitigation Plan. Vote 5-0-0. Motion carried. So ordered.**

Staff will check on updates to 54.2 Jurisdiction Profile and make revisions if needed.

**SIGNIFICANT CORRESPONDENCE**

The Commissioners received an email from tenant Heather Mertens regarding the District's landlord tenant utility service billing policy. Mr. Howe will respond to the customer.

**COMMISSIONER'S FOLLOW-UP**

14 (a) Status of Regional Committees

Commissioner Hwang reported on his attendance at the MWPAAC General Meeting on October 1, 2014.

Mr. Broyles updated the Board on the MWPAAC Rates & Finance Subcommittee Meeting he attended on October 2, 2014.

Commissioner Knapinski and Commissioner Smith both had positive comments about the WASWD Fall Conference in Spokane.

Commissioner Steeb will attend the SRRWA Meeting at Northshore Utility District on October 28, 2014.

Commissioner Smith will attend the Sno-King Water Coalition Meeting in Mukilteo on October 13, 2014. Mr. Howe will not be available to attend the meeting but he provided Sno-King the changes the District wants made to the Legislative agenda regarding building permits and water and sewer service availability. He was clear that the District would not support the legislative agenda if the changes were not made. Commissioner Smith will have an update for the Board at the next meeting. Discussion ensued.



**REGULAR MEETING**  
**October 7, 2014**

**Item 12(d) Interlocal Agreement with Northshore Utility District for Interim Sewer Service for the Meritage Ridge Plat**

**Discussion:**

The Meritage Ridge Plat, (36 new homes), is located west of 136<sup>th</sup> Avenue NE, and north of NE 128<sup>th</sup> St within Woodinville Water District's sewer service area. However, due to topography, the District is unable to provide gravity sewer service now or in the foreseeable future. Northshore Utility District, however, can provide gravity sewer service and is willing to do so.

The developer will construct a sewer extension with NUD and connect to an existing NUD sewer main to the southeast of the project. NUD will collect sewer connection charges from the property owners. Woodinville Water District will not collect these charges, unless WWD can extend service in the future and dissolve this agreement. Woodinville Water District will, however, provide water service to the proposed plat.

This agreement is similar in nature to other agreements we have with Northshore Utility District for interim sewer service with one exception. In this agreement, we have included a separate agreement for each property owner that must be completed and recorded prior to obtaining water service. The agreement between WWD and the property owner states that if WWD can provide sewer service in the future, the property owner at that time will be required to pay to WWD the current System Development Charge for connection to the sewer system.

**Attachments:**

- 1) Interagency agreement with NUD for the Meritage Ridge plat
- 2) Site Map

**Recommendation:**

Motion to approve the Interlocal Agreement, and to authorize the General Manager to sign the agreement.

**Financial Impacts:**

None.

## Attachment 1

### AGREEMENT FOR INTERIM SEWER SERVICE

This agreement ("Agreement") is made and entered into by and between Woodinville Water District, a special purpose municipal corporation ("Woodinville"), and Northshore Utility District, a special purpose municipal corporation ("Northshore") (individually a "Party" and collectively the "Parties") for the purposes set forth herein.

#### RECITALS

Whereas, Woodinville is authorized to provide sanitary sewer service to property located within its sewer service area, and Northshore is authorized to provide sanitary sewer service to property located within its sewer service area; and

Whereas, certain real property located within Woodinville's sanitary sewer service area as legally described on Exhibit "A", which is attached hereto and incorporated herein by this reference (the "Property"), is being developed for residential use; and is commonly known as the Vintner's West Plat; and

Whereas, development of the Property will require extensions of the public water and sanitary sewer systems to make those utility services available to the Property; and

Whereas, Woodinville can provide water service to the Property by extension of its public water system; however, it is not presently financially feasible to extend Woodinville's public sanitary sewer system to serve the Property; and

Whereas, Northshore's public sanitary sewer system is in proximity to the Property and Northshore can provide interim sanitary sewer service to the Property and is willing to provide sewer service on an interim basis; and Woodinville will agree to allow Northshore to provide sewer service to the Property on an interim basis in accordance with the terms and conditions set forth in this Agreement, now, therefore,

#### AGREEMENT

In consideration of the terms and conditions set forth in this Agreement, the Parties agree as follows:

A. Woodinville agrees that Northshore may provide and Northshore agrees to provide interim sanitary sewer service to the Property under the following terms and conditions:

1. Northshore's public sanitary sewer system shall be extended to the Property pursuant to Northshore's developer extension process incorporating Northshore's standards and specifications for sewer extensions; provided Northshore shall provide Woodinville proposed

sewer extension plans for Woodinville's review and comment prior to final approval of such plans by Northshore.

2. As a condition of service and prior to connection to Northshore's public sanitary sewer system, the owner of the Property shall pay to Northshore all fees and charges Northshore imposes as conditions of connection to its sewer system and shall also pay to the King County Department of Natural Resources and Parks - Wastewater Treatment Division (formerly METRO) all connection charges and sewer services fees and charges imposed by that agency.
3. Northshore shall provide sanitary sewer service to the Property on the same terms and conditions as it provides service to similar property within Northshore's boundaries and according to Northshore's resolutions, rules and regulations and as such resolution, rules and regulations may be amended and superseded.
4. Woodinville shall cooperate fully with Northshore in all efforts to collect sanitary sewer service charges, including joinder in lien foreclosure proceedings, if necessary; provided Northshore shall bear all fees, costs and expenses incurred to collect sanitary sewer service charges, including any such fees, costs and expenses incurred by Woodinville.
5. Whenever Woodinville, in its sole discretion, determines Woodinville may provide permanent sanitary sewer service to the Property, Woodinville shall provide at least ninety (90) days prior written notice to Northshore and the then present owner of the Property of its intent to provide sanitary sewer service to the Property and the effective date of such sewer service to the Property, and upon the effective date of such notice, title to and ownership of the sanitary sewer service will be transferred to Woodinville and the disconnection of the sanitary sewer system from Northshore's sewer system and connection to Woodinville's sanitary sewer system shall be at Woodinville's expense; thereafter the sanitary sewer system shall be maintained and operated by Woodinville as part of its public system and Woodinville shall provide sanitary sewer service to the Property in accordance with Woodinville's resolutions, rules and regulations, and as such resolution, rules and regulations may be amended and superseded. All fees and charges collected by Northshore for connection or service, prior to such transfer, shall be retained by Northshore. Upon such transfer, Woodinville shall pay Northshore any unpaid service charges due from the Property and the owner of the Property and Northshore shall assign all of its rights and interests to collect any unpaid sewer service fees and charges as of the date of transfer from and against the Property and the owner of the Property to Woodinville; provided, Northshore shall cooperate fully with

Woodinville in all efforts to collect any unpaid sanitary sewer service fees and charges, including joinder in lien foreclosure proceedings, if necessary; provided, further, Woodinville shall bear all fees, costs and expenses incurred to collect unpaid sewer service fees and charges, including any such fees, costs and expenses incurred by Northshore.

6. As a condition of service and prior to connection to Northshore's public sanitary sewer system, the owner of the Property shall provide Northshore with a copy of an executed agreement substantially in the form as shown in Exhibit "B" attached hereto and incorporated herein by this reference with the owner of the Property
7. This Agreement shall be effective on the date by which both Parties have executed this Agreement ("Effective Date").

B. Following its execution by the Parties, this Agreement shall be recorded in the King County Recorder's Office.

NORTHSHORE UTILITY DISTRICT

By:

  
Fanny Yee, General Manager

Dated:

9-24-14

WOODINVILLE WATER DISTRICT

By:

\_\_\_\_\_  
Ken Howe, General Manager

Dated: \_\_\_\_\_

STATE OF WASHINGTON )  
COUNTY OF KING ) ss

I certify that I know or have satisfactory evidence that Fanny Yee is the person who appeared before me, and said person acknowledge that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the General Manager of the Northshore Utility District to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.



Dated: September 24, 2014

Signature Margaret D. Johanson

(Print name) Margaret D. Johanson

Notary Public in and for the State of Washington,  
my commission expires: 12-07-17

Residing at: Kenmore

STATE OF WASHINGTON )  
COUNTY OF KING ) ss

I certify that I know or have satisfactory evidence that Ken Howe is the person who appeared before me, and said person acknowledge that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the General Manager of the Woodinville Water District to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

Signature \_\_\_\_\_

(Print name) \_\_\_\_\_

Notary Public in and for the State of Washington,  
my commission expires \_\_\_\_\_

Residing at: \_\_\_\_\_

**EXHIBIT A**

**REAL PROPERTY LEGAL DESCRIPTION**



PARCEL NO. 2726059087

PARCEL C OF KING COUNTY SHORT PLAT NUMBER 575053, RECORDED UNDER RECORDING NUMBER 7508110510, IN KING COUNTY, WASHINGTON; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST HALF OF THE NORTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON; EXCEPT THE EAST 30.00 FEET THEREOF FOR ROAD PURPOSES.

PARCEL NO. 2726059088

PARCEL D OF KING COUNTY SHORT PLAT NUMBER 575053, RECORDED UNDER RECORDING NUMBER 7508110510, IN KING COUNTY, WASHINGTON; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST HALF OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON; EXCEPT THE EAST 30.00 FEET THEREOF FOR ROAD PURPOSES.

PARCEL NO. 2726059036

LOT 2, KING COUNTY SHORT PLAT NUMBER 1177115, RECORDED UNDER RECORDING NUMBER 7805300830, IN KING COUNTY, WASHINGTON, BEING A PORTION OF:

THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER AND ACROSS A PARCEL LYING 15 FEET AS MEASURED AT RIGHT ANGLES ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE THE SOUTHEAST CORNER OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTH HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27;

THENCE NORTH 88°12'02" WEST ALONG THE SOUTH LINE THEREOF FOR 30.0 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUE NORTH 88°12'02" WEST FOR 370.0 FEET TO THE TERMINUS OF SAID LINE; ALSO

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER AND ACROSS A PARCEL LYING SOUTHEASTERLY OF A CURVE HAVING A RADIUS OF 25.00 FEET, BEING TANGENT WITH THE NORTH LINE OF SAID 30.00 FOOT STRIP AND TANGENT WITH THE WEST LINE OF THE EAST 30.00 FEET OF SAID EAST HALF; AND

A PARCEL LYING NORTHEASTERLY OF A CURVE HAVING A RADIUS OF 25.00 FEET, BEING TANGENT WITH THE SOUTH LINE OF SAID 30.00 FOOT STRIP AND TANGENT WITH THE WEST LINE OF THE EAST 30.00 FEET OF SAID EAST HALF;

EXCEPT ANY PORTIONS THEREOF LYING WITHIN THE MAIN TRACT.

**PARCEL NO. 2726059096**

LOT 4, KING COUNTY SHORT PLAT NUMBER 1177115, RECORDED UNDER RECORDING NUMBER 7805300830, IN KING COUNTY, WASHINGTON, BEING A PORTION OF:

THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER AND ACROSS A PARCEL LYING 15 FEET AS MEASURED AT RIGHT ANGLES ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE THE SOUTHEAST CORNER OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTH HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27;  
THENCE NORTH 88°12'02" WEST ALONG THE SOUTH LINE THEREOF FOR 30.0 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE CONTINUE NORTH 88°12'02" WEST FOR 370.0 FEET TO THE TERMINUS OF SAID LINE; ALSO

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER AND ACROSS A PARCEL LYING SOUTHEASTERLY OF A CURVE HAVING A RADIUS OF 25.00 FEET, BEING TANGENT WITH THE NORTH LINE OF SAID 30.00 FOOT STRIP AND TANGENT WITH THE WEST LINE OF THE EAST 30.00 FEET OF SAID EAST HALF; AND

A PARCEL LYING NORTHEASTERLY OF A CURVE HAVING A RADIUS OF 25.00 FEET, BEING TANGENT WITH THE SOUTH LINE OF SAID 30.00 FOOT STRIP AND TANGENT WITH THE WEST LINE OF THE EAST 30.00 FEET OF SAID EAST HALF;

EXCEPT ANY PORTIONS THEREOF LYING WITHIN THE MAIN TRACT.

**PARCEL NO. 2726059094**

LOT 1, KING COUNTY SHORT PLAT NUMBER 1177115, RECORDED UNDER RECORDING NUMBER 7805300830, IN KING COUNTY, WASHINGTON, BEING A PORTION OF:

THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS AS DELINEATED ON SAID SHORT PLAT.

**PARCEL NO. 2726059097**

THE WEST 30 FEET OF THE NORTH HALF OF THE SOUTH HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON.

**EXHIBIT B**

**AGREEMENT FOR INTERIM SEWER SERVICE BETWEEN WOODINVILLE  
WATER DISTRICT AND PRIVATE PROPERTY OWNERS**

## EXHIBIT B

### AGREEMENT FOR INTERIM SEWER SERVICE BETWEEN WOODINVILLE WATER DISTRICT AND PROPERTY OWNER

This agreement ("Agreement") is made and entered into by and between Woodinville Water District, a special purpose municipal corporation ("Woodinville"), and \_\_\_\_\_, a \_\_\_\_\_ ("Owner") (individually a "Party" and collectively the "Parties") for the purposes set forth herein.

#### RECITALS

Whereas, Woodinville is authorized to provide sanitary sewer service to property located within its sewer service area, and Northshore Utility District, a special purpose municipal corporation ("Northshore") is authorized to provide sanitary sewer service to property located within its sewer service area; and

Whereas, Owner owns certain real property located within Woodinville's sanitary sewer service area as legally described on **Exhibit X** attached hereto and incorporated herein by this reference ("Property") which is being developed for residential use; and is commonly known as the Vintner's West Plat; and

Whereas, development of the Property will require extensions of the public water and sanitary sewer systems to make those utility services available to the Property; and

Whereas, Woodinville can provide water service to the Property by extension of its public water system; however, it is not presently financially feasible to extend Woodinville's public sanitary sewer system to serve the Property; and

Whereas, Northshore's public sanitary sewer system is in proximity to the Property and Northshore can provide interim sanitary sewer service to the Property and is willing to provide sewer service on an interim basis; and Woodinville will agree to allow Northshore to provide sewer service to the Property on an interim basis in accordance with the terms and conditions set forth in this Agreement, including the requirement if Woodinville in its sole discretion, determines Woodinville may provide permanent sewer service to the Property, upon notice to Northshore and the Owner, Northshore shall cease providing interim sewer service to the Property and the Owner will connect the Property to Woodinville's sewer system at Owner's expense and receive permanent sewer service to the Property from Woodinville, now, therefore,

#### AGREEMENT

In consideration of the terms and conditions set forth in this Agreement, the Parties agree as follows:

A. Interim Sewer Service. Woodinville agrees that, pursuant to the Agreement for Interim Sewer Service between Woodville and Northshore attached hereto as **Exhibit Y** and incorporated herein in full by this reference, the Owner may receive interim sewer service to the Property from Northshore under the following terms and conditions:

1. The Owner shall extend Northshore's public sanitary sewer system to the Property pursuant to Northshore's developer extension process incorporating Northshore's standards and specifications for sewer extensions.
2. As a condition of service and prior to connection to Northshore's public sanitary sewer system, the Owner shall pay to Northshore all fees and charges Northshore imposes as conditions of connection to its sewer system and shall also pay to the King County Department of Natural Resources and Parks - Wastewater Treatment Division (formerly METRO) all connection charges and sewer services fees and charges imposed by that agency.
3. Northshore shall provide sanitary sewer service to the Property on the same terms and conditions as it provides service to similar property within Northshore's boundaries and according to Northshore's resolutions, rules and regulations and as such resolution, rules and regulations may be amended and superseded, and Owner shall pay Northshore for such sewer service.
4. Whenever Woodinville, in its sole discretion, determines Woodinville may provide permanent sanitary sewer service to the Property, Woodinville shall provide Northshore and the Owner at least ninety (90) days prior written notice of its intent to provide sanitary sewer service to the Property and the effective date of such sewer service to the Property, and upon the effective date of such notice, title to and ownership of the sanitary sewer service shall be transferred to Woodinville and the Owner shall, at Owner's sole cost and expense, disconnect the sanitary sewer system to the Property from Northshore's sewer system and connect the Property to Woodinville's sanitary sewer system. Thereafter, Woodinville shall provide sanitary sewer service to the Property and the sanitary sewer system shall be maintained and operated by Woodinville as part of its public system. Woodinville shall provide sanitary sewer service to the Property in accordance with Woodinville's resolutions, rules and regulations, and as such resolution, rules and regulations may be amended and superseded, and Owner shall pay Woodinville for such sewer service, including all connection fees and charges Woodinville imposes as conditions of connection to its sewer system; Owner shall also pay to the King County Department of Natural Resources and Parks -

Wastewater Treatment Division (formerly METRO) all sewer services fees and charges imposed by that agency.

5. As a precondition to Woodinville providing water service to the Property, the Owner shall execute and provide this Agreement to Woodinville.

B. Recording. Following its execution by the Parties, this Agreement shall be recorded in the King County Recorder's Office, and the terms and conditions of this Agreement while in force and effect constitute a covenant running with the Property. This agreement shall be binding on the Parties and their assigns and successors in interest.

C. Waiver. No waiver by either Party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, or as a waiver of any subsequent breach of this Agreement by either party.

D. Notice. Any notice to be given pursuant to this Agreement shall be in writing and shall either be personally delivered or sent by certified mail, return receipt requested, postage prepaid to the appropriate Party as follows:

To District at:        District General Manager  
                             Woodinville Water District  
                             17238 NE Woodinville-Duvall Rd  
                             Woodinville, WA 98072

To Owner at:        \_\_\_\_\_  
                             \_\_\_\_\_  
                             \_\_\_\_\_  
                             \_\_\_\_\_

The Parties may change their address for the purposes of this notice provision by written notice to the other Party delivered pursuant to the requirements of this provision.

E. Attorneys' Fees. In the event of a dispute between the Parties concerning this Agreement, in the event of litigation, the prevailing Party shall be entitled to recover attorneys' fees and costs, including any such fees and costs incurred on appeal.

F. Law/Venue. Any litigation regarding this Agreement shall be filed in King County Superior Court, King County, Washington. Washington law shall apply to the interpretation and enforcement of this Agreement.

G. Effective Date. This Agreement shall be effective on the date by which both Parties have executed this Agreement ("Effective Date").



QUADRANT HOMES

By: \_\_\_\_\_  
Its \_\_\_\_\_

Dated: \_\_\_\_\_

WOODINVILLE WATER DISTRICT

By: \_\_\_\_\_  
Ken Howe, General Manager

Dated: \_\_\_\_\_

STATE OF WASHINGTON )  
COUNTY OF KING )ss

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledge that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_ to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

Signature \_\_\_\_\_

(print name) \_\_\_\_\_

Notary Public in and for the State of Washington,  
my commission expires: \_\_\_\_\_

Residing at: \_\_\_\_\_

STATE OF WASHINGTON )  
COUNTY OF KING )ss

I certify that I know or have satisfactory evidence that Ken Howe is the person who appeared before me, and said person acknowledge that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the General Manager of the Woodinville Water District to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

Signature \_\_\_\_\_

(print name) \_\_\_\_\_

Notary Public in and for the State of Washington,  
my commission expires \_\_\_\_\_

Residing at: \_\_\_\_\_

**EXHIBIT X**  
**REAL PROPERTY LEGAL DESCRIPTION**

PARCEL NO. 2726059087

PARCEL C OF KING COUNTY SHORT PLAT NUMBER 575053, RECORDED UNDER RECORDING NUMBER 7508110510, IN KING COUNTY, WASHINGTON; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST HALF OF THE NORTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON; EXCEPT THE EAST 30.00 FEET THEREOF FOR ROAD PURPOSES.

PARCEL NO. 2726059088

PARCEL D OF KING COUNTY SHORT PLAT NUMBER 575053, RECORDED UNDER RECORDING NUMBER 7508110510, IN KING COUNTY, WASHINGTON; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST HALF OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON; EXCEPT THE EAST 30.00 FEET THEREOF FOR ROAD PURPOSES.

PARCEL NO. 2726059036

LOT 2, KING COUNTY SHORT PLAT NUMBER 1177115, RECORDED UNDER RECORDING NUMBER 7805300830, IN KING COUNTY, WASHINGTON, BEING A PORTION OF:

THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER AND ACROSS A PARCEL LYING 15 FEET AS MEASURED AT RIGHT ANGLES ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE THE SOUTHEAST CORNER OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTH HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27;

THENCE NORTH 88°12'02" WEST ALONG THE SOUTH LINE THEREOF FOR 30.0 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUE NORTH 88°12'02" WEST FOR 370.0 FEET TO THE TERMINUS OF SAID LINE; ALSO

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER AND ACROSS A PARCEL LYING SOUTHEASTERLY OF A CURVE HAVING A RADIUS OF 25.00 FEET, BEING TANGENT WITH THE NORTH LINE OF SAID 30.00 FOOT STRIP AND TANGENT WITH THE WEST LINE OF THE EAST 30.00 FEET OF SAID EAST HALF; AND

A PARCEL LYING NORTHEASTERLY OF A CURVE HAVING A RADIUS OF 25.00 FEET, BEING TANGENT WITH THE SOUTH LINE OF SAID 30.00 FOOT STRIP AND TANGENT WITH THE WEST LINE OF THE EAST 30.00 FEET OF SAID EAST HALF;

EXCEPT ANY PORTIONS THEREOF LYING WITHIN THE MAIN TRACT.

PARCEL NO. 2726059096

LOT 4, KING COUNTY SHORT PLAT NUMBER 1177115, RECORDED UNDER RECORDING NUMBER 7805300830, IN KING COUNTY, WASHINGTON, BEING A PORTION OF:

THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER AND ACROSS A PARCEL LYING 15 FEET AS MEASURED AT RIGHT ANGLES ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE THE SOUTHEAST CORNER OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTH HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27;

THENCE NORTH 88°12'02" WEST ALONG THE SOUTH LINE THEREOF FOR 30.0 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUE NORTH 88°12'02" WEST FOR 370.0 FEET TO THE TERMINUS OF SAID LINE; ALSO

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER AND ACROSS A PARCEL LYING SOUTHEASTERLY OF A CURVE HAVING A RADIUS OF 25.00 FEET, BEING TANGENT WITH THE NORTH LINE OF SAID 30.00 FOOT STRIP AND TANGENT WITH THE WEST LINE OF THE EAST 30.00 FEET OF SAID EAST HALF; AND

A PARCEL LYING NORTHEASTERLY OF A CURVE HAVING A RADIUS OF 25.00 FEET, BEING TANGENT WITH THE SOUTH LINE OF SAID 30.00 FOOT STRIP AND TANGENT WITH THE WEST LINE OF THE EAST 30.00 FEET OF SAID EAST HALF;

EXCEPT ANY PORTIONS THEREOF LYING WITHIN THE MAIN TRACT.

PARCEL NO. 2726059094

LOT 1, KING COUNTY SHORT PLAT NUMBER 1177115, RECORDED UNDER RECORDING NUMBER 7805300830, IN KING COUNTY, WASHINGTON, BEING A PORTION OF:

THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS AS DELINEATED ON SAID SHORT PLAT.

PARCEL NO. 2726059097

THE WEST 30 FEET OF THE NORTH HALF OF THE SOUTH HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON.

**EXHIBIT Y**

**AGREEMENT FOR INTERIM SEWER SERVICE BETWEEN WOODINVILLE  
WATER DISTRICT AND NORTHSORE UTILITY DISTRICT**





FIRST AMERICAN W29658  
10/89

S-3

N23

Return Address:

Woodinville Water Dist.  
17238 NE Wood-Duvall Rd.  
Woodinville, WA 98072



20140310000663

FIRST AMERICAN AG-RER 89.00  
PAGE-001 OF 018  
03/10/2014 11:35  
KING COUNTY, WA

Please print or type information WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document must be filled in)

1. Agreement for Interim Sewer Service Between Woodinville Water
2. District and Property Owner.
- 3.
- 4.

Reference Number(s) of Documents assigned or released:

Additional reference #'s on page \_\_\_\_\_ of document

Grantor(s) (Last name first, then first name and initials)

1. Woodinville Water District
- 2.
- 3.
- 4.

☐ Additional names on page \_\_\_\_\_ of document.

Said documents were filed of  
record as an accommodation only.  
It has not been examined as to  
proper execution or as to its effect  
upon title.

Grantee(s) (Last name first, then first name and initials)

1. Toll WA LP
- 2.
- 3.
- 4.

☐ Additional names on page \_\_\_\_\_ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

☒ Additional legal is on page 6 of document.  
NE NW 27-26-05 (AKA Plt 4-7  
Blk 172 Buckechar's  
Kirk Ave Unvel)

Assessor's Property Tax Parcel/Account Number

☐ Assessor Tax # not yet assigned

2726059033

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

**AGREEMENT  
FOR INTERIM SEWER SERVICE BETWEEN WOODINVILLE WATER DISTRICT  
AND PROPERTY OWNER**

This agreement ("Agreement") is made and entered into by and between **Woodinville Water District**, a special purpose municipal corporation ("Woodinville"), and **Toll WA LP**, a Washington limited partnership ("Owner") (individually a "Party" and collectively the "Parties") for the purposes set forth herein.

**RECITALS**

Whereas, Woodinville is authorized to provide sanitary sewer service to property located within its sewer service area, and Northshore Utility District, a special purpose municipal corporation ("Northshore") is authorized to provide sanitary sewer service to property located within its sewer service area; and

Whereas, Owner owns certain real property located within Woodinville's sanitary sewer service area as legally described on **Exhibit A** attached hereto and incorporated herein by this reference ("Property or Lots") which is being developed as 26 Lots for residential use; and is commonly known as Momco Subdivision; and

Whereas, development of the Property will require extensions of the public water and sanitary sewer systems to make those utility services available to the Property; and

Whereas, Woodinville can provide water service to the Property by extension of its public water system; however, it is not presently financially feasible to extend Woodinville's public sanitary sewer system to serve the Property; and

Whereas, Northshore's public sanitary sewer system is in proximity to the Property and Northshore can provide interim sanitary sewer service to the Property and is willing to provide sewer service on an interim basis; and Woodinville will agree to allow Northshore to provide sewer service to the Property on an interim basis in accordance with the terms and conditions set forth in this Agreement, including the requirement if Woodinville in its sole discretion, determines Woodinville may provide permanent sewer service to the Property, upon notice to Northshore and the Owner, Northshore shall cease providing interim sewer service to the Property and the Owner will connect the Property to Woodinville's sewer system at Owner's expense and receive permanent sewer service to the Property from Woodinville, now, therefore,

**AGREEMENT**

In consideration of the terms and conditions set forth in this Agreement, the Parties agree as follows:



A. Interim Sewer Service. Woodinville agrees that, pursuant to the Agreement for Interim Sewer Service between Woodville and Northshore attached hereto as **Exhibit B** and incorporated herein in full by this reference, the Owner may receive interim sewer service to the Property and the Lots from Northshore under the following terms and conditions:

1. The Owner shall extend Northshore's public sanitary sewer system to the Property pursuant to Northshore's developer extension process incorporating Northshore's standards and specifications for sewer extensions.
2. As a condition of service and prior to connection to Northshore's public sanitary sewer system, the Owner shall pay to Northshore all fees and charges Northshore imposes as conditions of connection to its sewer system and shall also pay to the King County Department of Natural Resources and Parks - Wastewater Treatment Division (formerly METRO) all connection charges and sewer services fees and charges imposed by that agency.
3. Northshore shall provide sanitary sewer service to the Property and the Lots on the same terms and conditions as it provides service to similar property within Northshore's boundaries and according to Northshore's resolutions, rules and regulations and as such resolution, rules and regulations may be amended and superseded, and the Owner or Owners of the Lots shall pay Northshore for such sewer service.
4. Whenever Woodinville, in its sole discretion, determines Woodinville may provide permanent sanitary sewer service to the Property and the Lots, Woodinville shall provide Northshore and the Owner or Owner's successors and assigns at least ninety (90) days prior written notice of its intent to provide sanitary sewer service to the Property and the Lots and the effective date of such sewer service to the Property and the Lots, and upon the effective date of such notice, title to and ownership of the sanitary sewer service shall be transferred to Woodinville and the Owner shall, at Owner's sole cost and expense, disconnect the sanitary sewer system to the Property and the Lots from Northshore's sewer system and connect the Property and the Lots to Woodinville's sanitary sewer system. Thereafter, Woodinville shall provide sanitary sewer service to the Property and the Lots and the sanitary sewer system shall be maintained and operated by Woodinville as part of its public system. Woodinville shall provide sanitary sewer service to the Property and the Lots in accordance with Woodinville's resolutions, rules and regulations, and as such resolution, rules and regulations may be amended and superseded, and Owner or Owner's successors and assigns shall pay Woodinville for such sewer service, including all connection fees and charges Woodinville imposes as conditions of connection to its sewer system;

Owner shall also pay to the King County Department of Natural Resources and Parks - Wastewater Treatment Division (formerly METRO) all sewer services fees and charges imposed by that agency.

5. As a precondition to Woodinville providing water service to the Property, the Owner shall execute and provide this Agreement to Woodinville.

B. Recording. Following its execution by the Parties, this Agreement shall be recorded in the King County Recorder's Office, and the terms and conditions of this Agreement while in force and effect constitute a covenant running with the Property and the Lots. This agreement shall be binding on the Parties and their assigns and successors in interest.

C. Waiver. No waiver by either Party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or as a waiver of any subsequent breach of this Agreement by either party.

D. Notice. Any notice to be given pursuant to this Agreement shall be in writing and shall either be personally delivered or sent by certified mail, return receipt requested, postage prepaid to the appropriate Party as follows:

To District at: District General Manager  
Woodinville Water District  
17238 NE Woodinville-Duvall Rd  
Woodinville, WA 98072

To Owner at: TOLL WA LP  
9720 NE 120TH PL.  
SUITE 100  
KIRKLAND, WA 98034

The Parties may change their address for the purposes of this notice provision by written notice to the other Party delivered pursuant to the requirements of this provision.


E. Attorneys' Fees. In the event of a dispute between the Parties concerning this Agreement, in the event of litigation, the prevailing Party shall be entitled to recover attorneys' fees and costs, including any such fees and costs incurred on appeal.

F. Law/Venue. Any litigation regarding this Agreement shall be filed in King County Superior Court, King County, Washington. Washington law shall apply to the interpretation and enforcement of this Agreement.

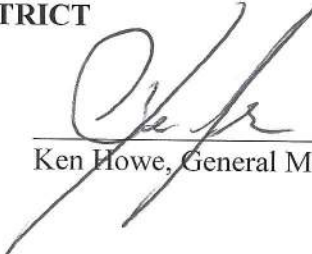
G. Effective Date. This Agreement shall be effective on the date by which both Parties have executed this Agreement ("Effective Date").

**TOLL WA LP**

By: TOLL WA GP CORP.  
Its: GENERAL PARTNER

By:   
Eric H. Campbell  
Its: DIVISION PRESIDENT  
Dated: 3/4/14

**WOODINVILLE WATER  
DISTRICT**

By:   
Ken Howe, General Manager

Dated: 3/6/14



STATE OF WASHINGTON )  
COUNTY OF KING ) ss

I certify that I know or have satisfactory evidence that ERIC CAMPBELL is the person who appeared before me, and said person acknowledge that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Division President of Toll WA GP Corp, a Washington corporation, the general partner of Toll WA LP, a Washington limited partnership to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.



Dated this 4<sup>th</sup> day of March, 2014.

Signature of Notary [Signature]

Gigi Blanchette

(Legibly Print or Stamp Name of Notary)

Notary Public in and for the State of Washington,  
residing at KIRKLAND

My appointment expires: Oct 15, 2016

STATE OF WASHINGTON )  
COUNTY OF KING ) ss

I certify that I know or have satisfactory evidence that **Ken Howe** is the person who appeared before me, and said person acknowledge that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the General Manager of the Woodinville Water District to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.



Dated this 6 day of March, 2014.

Signature of Notary [Signature]

Stacy L Hollis

(Legibly Print or Stamp Name of Notary)

Notary Public in and for the State of Washington,  
residing at Lynnwood

My appointment expires: 3-9-16



**EXHIBIT A**

**REAL PROPERTY LEGAL DESCRIPTION**

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SUBDIVISION; THENCE NORTH  $89^{\circ}41'27''$  EAST ALONG THE SOUTH LINE THEREOF 570 FEET; THENCE NORTH  $00^{\circ}22'05''$  WEST 408.44 FEET; THENCE SOUTH  $89^{\circ}41'27''$  WEST 570 FEET TO THE WEST LINE OF SAID SUBDIVISION; THENCE ALONG SAID WEST LINE SOUTH  $00^{\circ}22'05''$  EAST 408.44 FEET TO THE POINT OF BEGINNING;

EXCEPT THE SOUTH 30 FEET AND THE WEST 30 FEET THEREOF;

(ALSO KNOWN AS THE WEST 540.00 FEET OF LOTS 6 AND 7, BLOCK 172 BURKE & FARRARS KIRKLAND ADDITION TO THE CITY OF SEATTLE, DIVISION NO. 38, UNRECORDED)

SITUATED IN THE COUNTY OF KING, STATE OF WASHINGTON.

Exhibit B

FILE COPY



20131030001042

NORTHSHORE UTI AG-RER 84.00  
PAGE-001 OF 013  
10/30/2013 13:07  
KING COUNTY, WA

AFTER RECORDING PLEASE RETURN TO:

Northshore Utility District  
Carol Cameron  
6830 NE 185<sup>th</sup> Street  
Kenmore, WA 98028-0489

Please print or type information - Recorder's Cover Sheet as per RCW 65.04

<b>Document Title(s)</b> (or transactions contained therein):	INTERIM AGREEMENT BETWEEN WOODINVILLE WATER DISTRICT AND NORTHSHORE UTILITY DISTRICT FOR SANITARY SEWER SERVICE TO PLAT OF MOMCO
<b>Grantor(s)</b> (Last name first, then first name and initials):  <input type="checkbox"/> Additional names on page _____ of document.	(1). WOODINVILLE WATER DISTRICT (2). NORTHSHORE UTILITY DISTRICT (3). (4).
<b>Grantee(s)</b> (Last name first, then first name and initials):  <input type="checkbox"/> Additional names on page _____ of document	(1). NORTHSHORE UTILITY DISTRICT (2). WOODINVILLE WATER DISTRICT (3). (4).
<b>Legal Description</b> (abbreviated: i.e., lot, block, plat or section, township, range): <input checked="" type="checkbox"/> Additional legal description is on page 6 of document	THE WEST 540.00 FEET OF LOTS 6 AND 7, BLOCK 172 BURK & FARRARS KIRKLAND ADDITION TO THE CITY OF SEATTLE, DIVISION NO. 38 UNREC AND FURTHER DESCRIBED ON ATTACHED EXHIBIT A PER RECORDS KING COUNTY WASHINGTON.
<b>Assessor's Property Tax Parcel or Account Number</b> at the time of recording:	(1). 272605-9033 (2). (3). (4).
<b>Reference Number(s) of Documents assigned or released:</b> <input type="checkbox"/> Additional references on page _____ of document	(1). (2). (3). (4).

The Auditor or Recording Officer will rely on the information provided on this form. The staff will not read the document to verify the accuracy of or the completeness of the indexing information provided herein.

813.

*Sanby* 556

e

FILE COPY

momco

AGREEMENT  
FOR INTERIM SEWER SERVICE BETWEEN WOODINVILLE WATER DISTRICT AND  
NORTHSHORE UTILITY DISTRICT

This agreement ("Agreement") is made and entered into by and between Woodinville Water District, a special purpose municipal corporation ("Woodinville"), and Northshore Utility District, a special purpose municipal corporation ("Northshore") (individually a "Party" and collectively the "Parties") for the purposes set forth herein.

RECITALS

Whereas, Woodinville is authorized to provide sanitary sewer service to property located within its sewer service area, and Northshore is authorized to provide sanitary sewer service to property located within its sewer service area; and

Whereas, certain real property located within Woodinville's sanitary sewer service area as legally described on Exhibit "A", which is attached hereto and incorporated herein by this reference (the "Property"), is being developed for residential use; and is commonly known as the Momco Plat; and

Whereas, development of the Property will require extensions of the public water and sanitary sewer systems to make those utility services available to the Property; and

Whereas, Woodinville can provide water service to the Property by extension of its public water system; however, it is not presently financially feasible to extend Woodinville's public sanitary sewer system to serve the Property; and

Whereas, Northshore's public sanitary sewer system is in proximity to the Property and Northshore can provide interim sanitary sewer service to the Property and is willing to provide sewer service on an interim basis; and Woodinville will agree to allow Northshore to provide sewer service to the Property on an interim basis in accordance with the terms and conditions set forth in this Agreement, now, therefore,

AGREEMENT

In consideration of the terms and conditions set forth in this Agreement, the Parties agree as follows:

A. Woodinville agrees that Northshore may provide and Northshore agrees to provide interim sanitary sewer service to the Property under the following terms and conditions:

1. Northshore's public sanitary sewer system shall be extended to the Property pursuant to Northshore's developer extension process incorporating Northshore's standards and specifications for sewer



extensions; provided Northshore shall provide Woodinville proposed sewer extension plans for Woodinville's review and comment prior to final approval of such plans by Northshore.

2. As a condition of service and prior to connection to Northshore's public sanitary sewer system, the owner of the Property shall pay to Northshore all fees and charges Northshore imposes as conditions of connection to its sewer system and shall also pay to the King County Department of Natural Resources and Parks - Wastewater Treatment Division (formerly METRO) all connection charges and sewer services fees and charges imposed by that agency.
3. Northshore shall provide sanitary sewer service to the Property on the same terms and conditions as it provides service to similar property within Northshore's boundaries and according to Northshore's resolutions, rules and regulations and as such resolution, rules and regulations may be amended and superseded.
4. Woodinville shall cooperate fully with Northshore in all efforts to collect sanitary sewer service charges, including joinder in lien foreclosure proceedings, if necessary; provided Northshore shall bear all fees, costs and expenses incurred to collect sanitary sewer service charges, including any such fees, costs and expenses incurred by Woodinville.
5. Whenever Woodinville, in its sole discretion, determines Woodinville may provide permanent sanitary sewer service to the Property, Woodinville shall provide at least ninety (90) days prior written notice to Northshore and the then present owner of the Property of its intent to provide sanitary sewer service to the Property and the effective date of such sewer service to the Property, and upon the effective date of such notice, title to and ownership of the sanitary sewer service will be transferred to Woodinville and the disconnection of the sanitary sewer system from Northshore's sewer system and connection to Woodinville's sanitary sewer system shall be at Woodinville's expense; thereafter the sanitary sewer system shall be maintained and operated by Woodinville as part of its public system and Woodinville shall provide sanitary sewer service to the Property in accordance with Woodinville's resolutions, rules and regulations, and as such resolution, rules and regulations may be amended and superseded. All fees and charges collected by Northshore for connection or service, prior to such transfer, shall be retained by Northshore. Upon such transfer, Woodinville shall pay Northshore any unpaid service charges due from the Property and Northshore shall assign all of its rights and interests to collect any unpaid sewer service fees and charges as of the date of transfer from and against the Property and the owner of the Property to Woodinville;

provided, Northshore shall cooperate fully with Woodinville in all efforts to collect any unpaid sanitary sewer service fees and charges, including joinder in lien foreclosure proceedings, if necessary; provided, further, Woodinville shall bear all fees, costs and expenses incurred to collect unpaid sewer service fees and charges, including any such fees, costs and expenses incurred by Northshore.

6. As a condition of service and prior to connection to Northshore's public sanitary sewer system, the owner of the Property shall provide Northshore with a copy of an executed agreement substantially in the form as shown in Exhibit "B" (attached hereto and incorporated herein by this reference).
7. This Agreement shall be effective on the date by which both Parties have executed this Agreement ("Effective Date").

B. Following its execution by the Parties, this Agreement shall be recorded in the King County Recorder's Office.

NORTHSHORE UTILITY DISTRICT

By: \_\_\_\_\_

Fanny Yee, General Manager

Dated: 9-23-13

WOODINVILLE WATER DISTRICT

By: \_\_\_\_\_

Ken Howe, General Manager

Dated: \_\_\_\_\_

STATE OF WASHINGTON )  
COUNTY OF KING )ss

I certify that I know or have satisfactory evidence that Fanny Yee is the person who appeared before me, and said person acknowledge that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the General Manager of the Northshore Utility District to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.



Dated: September 23, 2013

Signature Margaret D. Johanson

(print name) Margaret D. Johanson

Notary Public in and for the State of Washington,  
my commission expires 12-07-13

Residing at Kenmore

STATE OF WASHINGTON )  
COUNTY OF KING )ss

I certify that I know or have satisfactory evidence that Ken Howe is the person who appeared before me, and said person acknowledge that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the General Manager of the Woodinville Water District to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.



Dated: October 15, 2013

Signature Jack O. Broyles Jr.

(print name) Jack O. Broyles Jr.

Notary Public in and for the State of Washington,  
my commission expires January 9, 2015

Residing at Bothell



12 (d) Chandler Short Plat Variance

Mr. McDowell displayed the Chandler Short Plat Site Map and discussed the variance request.

**It was moved by Commissioner Cebon and seconded by Commissioner Chatterton to approve a variance from Subsection 4.04.010(B)(1) of the District Code waiving the requirement to extend a water main to and through Lot 2 of the Chandler Short Plat, and waiving the obligation to provide a 15' utility easement through PIN272605TRCT, CONDITIONED ON: (a) The payment of an Equity Cost in the amount of \$22,479 as determined by Subsection 4.04.010(B)(5) to be applied toward the District Water CIP project No. D-11; and (b) The applicant applying for a new Water Availability Certificate to establish the effective date of the variance approval. Vote 5-0-0. Motion carried. So ordered.**

Discussion ensued.

12 (a) Committee Assignments

The Board of Commissioners reviewed and edited the Board of Commissioner Committee Assignments for 2013. The Board of Commissioners was in consensus with the revisions. The Board discussed adding WASWD meetings to future committee assignments.

<b>Woodinville Water District Board of Commissioner Committee Assignments for 2013</b>				
<b>Committee</b>	<b>Primary</b>	<b>Alternate</b>	<b>Alternate</b>	<b>Meeting Date/Time</b>
<b>City of Woodinville Liaison</b>	STEEB	SMITH	CHATTERTON	1 <sup>st</sup> , 2 <sup>nd</sup> & 3 <sup>rd</sup> Tuesday 7:00 PM
<b>Woodinville Fire &amp; Rescue</b>	CHATTERTON	HWANG	GM	1 <sup>st</sup> & 3 <sup>rd</sup> Monday 5:00 PM
<b>Metro (MWPAAC) - V</b>	BROYLES	HWANG	GM	1 <sup>st</sup> Wednesday 10:00 AM - 1:00 PM
<b>Seattle System Operating Board</b>	GM	STEEB	CHATTERTON	1 <sup>st</sup> Thursday 2:30 - 4:30 PM
<b>Sno-King Water District Coalition - V</b>	SMITH	GM	HWANG	2 <sup>nd</sup> Monday 10:00 AM
<b>Snohomish River RWA (SRRWA) - V</b>	STEEB	CHATTERTON	GM	3 <sup>rd</sup> Tuesday 2:00 PM
<b>W&amp;S Risk Management Pool - V*</b>	CEBRON	HORVATH	STEEB	3 <sup>rd</sup> Friday 9:00 AM
V - Voting Committee V* - One District Vote at the Annual Meeting.				Revised 10/15/13

12 (b) Interlocal Agreement with Northshore Utility District for Interim Sewer Service for the Momco Plat

Mr. McDowell advised the Momco Plat is within the District Sewer service area; however, due to the topography, the District is unable to provide gravity sewer service to the Plat now or in the foreseeable future. However, Northshore Utility District could provide sewer service to the Plat and would do so on an interim basis by interlocal agreement.

Commissioner Cebon indicated he would support the proposed interlocal agreement with Northshore and the individual agreements which will affect the project's lots with the understanding that, if Woodinville ever felt the need to provide sewer service to the Plat, the Board at that time would have flexibility in the assessment of the District sewer system development charges in recognition of the property owners' payment of connection charges to Northshore.

**It was moved by Commissioner Smith and seconded by Commissioner Hwang to approve the Interlocal Agreement, and to authorize the General Manager to sign the agreement. Vote 4-1-0, with a no vote from Commissioner Chatterton. Motion carried. So ordered.**

12 (c) Devon Hughes Cottage Lake Home Variance Request

Mr. McDowell displayed the site map and discussed the variance request.

**It was moved by Commissioner Cebon and seconded by Commissioner Chatterton to approve the variance request by Devon Hughes for the 325' backside service line to serve the proposed residence at 18637 NE Woodinville-Duvall Road CONDITIONED ON: (a) The applicant signing a Limited Liability and Hold Harmless Agreement to be recorded with King County; and (b) The applicant applying for a new Water Availability Certificate to establish the effective date of the variance approval. Vote 5-0-0. Motion carried. So ordered.**

**SIGNIFICANT CORRESPONDENCE**

Mr. Howe received an email from customer Vicki Sorg who attended the Summer Garden classes held at the District. Ms. Sorg expressed her appreciation for the classes held at the District and complimented Debbie Rannfeldt. Mr. Howe received a second email today from another class attendee complimenting the District and Ms. Rannfeldt for offering the classes.

Mr. Howe referenced email correspondence he had with a customer, which he had forwarded to the Board of Commissioners in the past regarding the customer who had alleged he had not been receiving his bills. That issue was resolved and the customer has been receiving his bills but the customer also has a tenant bill issue that he is currently disputing.

**COMMISSIONER'S FOLLOW-UP**

14 (a) Status of Regional Committees

Commissioner Steeb mentioned the SRRWA will not be meeting on October 22, 2013.

**REGULAR MEETING**  
**October 15, 2013**

**Item 12(b) Interlocal Agreement with Northshore Utility District for Interim Sewer Service for the Momco Plat**

**Discussion:**

The Momco Plat is located east of 136<sup>th</sup> Avenue NE, and north of NE 128<sup>th</sup> St within Woodinville Water District's sewer service area. However, due to topography, the District is unable to provide gravity sewer service now or in the foreseeable future. Northshore Utility District, however, can provide gravity sewer service and is willing to do so.

The developer will construct a sewer extension with NUD and connect to an existing NUD sewer main to the south of the project. NUD will collect sewer connection charges from the property owners. Woodinville Water District will not collect these charges, unless WWD can extend service in the future and dissolve this agreement. Woodinville Water District will, however, provide water service to the proposed plat.

This agreement is similar in nature to other agreements we have with Northshore Utility District for interim sewer service with one exception. In this agreement, we have included a separate agreement for each property owner that must be completed and recorded prior to obtaining water service. The agreement between WWD and the property owner states that if WWD can provide sewer service in the future, the property owner at that time will be required to pay to WWD the current System Development Charge for connection to the sewer system.

**Attachments:**

- 1) Interagency agreement with NUD for the Momco plat.

**Recommendation:**

Motion to approve the Interlocal Agreement, and to authorize the General Manager to sign the agreement.

**Financial Impacts:**

None.

## Attachment 1

### AGREEMENT FOR INTERIM SEWER SERVICE BETWEEN WOODINVILLE WATER DISTRICT AND NORTHSHORE UTILITY DISTRICT

This agreement ("Agreement") is made and entered into by and between Woodinville Water District, a special purpose municipal corporation ("Woodinville"), and Northshore Utility District, a special purpose municipal corporation ("Northshore") (individually a "Party" and collectively the "Parties") for the purposes set forth herein.

#### RECITALS

Whereas, Woodinville is authorized to provide sanitary sewer service to property located within its sewer service area, and Northshore is authorized to provide sanitary sewer service to property located within its sewer service area; and

Whereas, certain real property located within Woodinville's sanitary sewer service area as legally described on Exhibit "A", which is attached hereto and incorporated herein by this reference (the "Property"), is being developed for residential use; and is commonly known as the Momco Plat; and

Whereas, development of the Property will require extensions of the public water and sanitary sewer systems to make those utility services available to the Property; and

Whereas, Woodinville can provide water service to the Property by extension of its public water system; however, it is not presently financially feasible to extend Woodinville's public sanitary sewer system to serve the Property; and

Whereas, Northshore's public sanitary sewer system is in proximity to the Property and Northshore can provide interim sanitary sewer service to the Property and is willing to provide sewer service on an interim basis; and Woodinville will agree to allow Northshore to provide sewer service to the Property on an interim basis in accordance with the terms and conditions set forth in this Agreement, now, therefore,

#### AGREEMENT

In consideration of the terms and conditions set forth in this Agreement, the Parties agree as follows:

A. Woodinville agrees that Northshore may provide and Northshore agrees to provide interim sanitary sewer service to the Property under the following terms and conditions:

1. Northshore's public sanitary sewer system shall be extended to the Property pursuant to Northshore's developer extension process incorporating Northshore's standards and specifications for sewer

extensions; provided Northshore shall provide Woodinville proposed sewer extension plans for Woodinville's review and comment prior to final approval of such plans by Northshore.

2. As a condition of service and prior to connection to Northshore's public sanitary sewer system, the owner of the Property shall pay to Northshore all fees and charges Northshore imposes as conditions of connection to its sewer system and shall also pay to the King County Department of Natural Resources and Parks - Wastewater Treatment Division (formerly METRO) all connection charges and sewer services fees and charges imposed by that agency.
3. Northshore shall provide sanitary sewer service to the Property on the same terms and conditions as it provides service to similar property within Northshore's boundaries and according to Northshore's resolutions, rules and regulations and as such resolution, rules and regulations may be amended and superseded.
4. Woodinville shall cooperate fully with Northshore in all efforts to collect sanitary sewer service charges, including joinder in lien foreclosure proceedings, if necessary; provided Northshore shall bear all fees, costs and expenses incurred to collect sanitary sewer service charges, including any such fees, costs and expenses incurred by Woodinville.
5. Whenever Woodinville, in its sole discretion, determines Woodinville may provide permanent sanitary sewer service to the Property, Woodinville shall provide at least ninety (90) days prior written notice to Northshore and the then present owner of the Property of its intent to provide sanitary sewer service to the Property and the effective date of such sewer service to the Property, and upon the effective date of such notice, title to and ownership of the sanitary sewer service will be transferred to Woodinville and the disconnection of the sanitary sewer system from Northshore's sewer system and connection to Woodinville's sanitary sewer system shall be at Woodinville's expense; thereafter the sanitary sewer system shall be maintained and operated by Woodinville as part of its public system and Woodinville shall provide sanitary sewer service to the Property in accordance with Woodinville's resolutions, rules and regulations, and as such resolution, rules and regulations may be amended and superseded. All fees and charges collected by Northshore for connection or service, prior to such transfer, shall be retained by Northshore. Upon such transfer, Woodinville shall pay Northshore any unpaid service charges due from the Property and Northshore shall assign all of its rights and interests to collect any unpaid sewer service fees and charges as of the date of transfer from and against the Property and the owner of the Property to Woodinville;

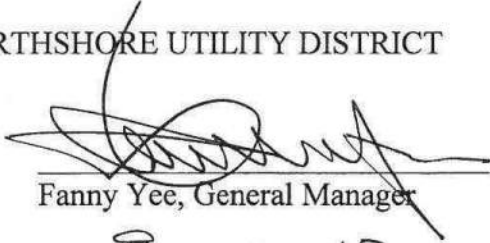
provided, Northshore shall cooperate fully with Woodinville in all efforts to collect any unpaid sanitary sewer service fees and charges, including joinder in lien foreclosure proceedings, if necessary; provided, further, Woodinville shall bear all fees, costs and expenses incurred to collect unpaid sewer service fees and charges, including any such fees, costs and expenses incurred by Northshore.

6. As a condition of service and prior to connection to Northshore's public sanitary sewer system, the owner of the Property shall provide Northshore with a copy of an executed agreement substantially in the form as shown in Exhibit "B" (attached hereto and incorporated herein by this reference).
7. This Agreement shall be effective on the date by which both Parties have executed this Agreement ("Effective Date").

B. Following its execution by the Parties, this Agreement shall be recorded in the King County Recorder's Office.

NORTHSHORE UTILITY DISTRICT

By:

  
Fanny Yee, General Manager

Dated:

9-23-13

WOODINVILLE WATER DISTRICT

By:

Ken Howe, General Manager

Dated:



STATE OF WASHINGTON )  
COUNTY OF KING )ss

I certify that I know or have satisfactory evidence that Fanny Yee is the person who appeared before me, and said person acknowledge that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the General Manager of the Northshore Utility District to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.



Dated: September 23, 2013

Signature Margaret D. Johanson

(print name) Margaret D. Johanson

Notary Public in and for the State of Washington,  
my commission expires 12-07-13

Residing at Kenmore

STATE OF WASHINGTON )  
COUNTY OF KING )ss

I certify that I know or have satisfactory evidence that Ken Howe is the person who appeared before me, and said person acknowledge that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the General Manager of the Woodinville Water District to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

Signature \_\_\_\_\_

(print name) \_\_\_\_\_

Notary Public in and for the State of Washington,  
my commission expires \_\_\_\_\_

Residing at \_\_\_\_\_

## **EXHIBIT A**

### **REAL PROPERTY LEGAL DESCRIPTION**

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SUBDIVISION; THENCE NORTH 89°41'27" EAST ALONG THE SOUTH LINE THEREOF 570 FEET; THENCE NORTH 00°22'05" WEST 408.44 FEET; THENCE SOUTH 89°41'27" WEST 570 FEET TO THE WEST LINE OF SAID SUBDIVISION; THENCE ALONG SAID WEST LINE SOUTH 00°22'05" EAST 408.44 FEET TO THE POINT OF BEGINNING;

EXCEPT THE SOUTH 30 FEET AND THE WEST 30 FEET THEREOF;

(ALSO KNOW AS THE WEST 540.00 FEET OF LOTS 6 AND 7, BLOCK 172 BURK & FARRARS KIRKLAND ADDITION TO THE CITY OF SEATTLE, DIVISION NO. 38, UNRECORDED)

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

**EXHIBIT B**

**AGREEMENT FOR INTERIM SEWER SERVICE BETWEEN WOODINVILLE  
WATER DISTRICT AND PROPERTY OWNER**

**AGREEMENT  
FOR INTERIM SEWER SERVICE BETWEEN WOODINVILLE WATER DISTRICT  
AND PROPERTY OWNER**

This agreement ("Agreement") is made and entered into by and between Woodinville Water District, a special purpose municipal corporation ("Woodinville"), and \_\_\_\_\_, a \_\_\_\_\_ ("Owner") (individually a "Party" and collectively the "Parties") for the purposes set forth herein.

RECITALS

Whereas, Woodinville is authorized to provide sanitary sewer service to property located within its sewer service area, and Northshore Utility District, a special purpose municipal corporation ("Northshore") is authorized to provide sanitary sewer service to property located within its sewer service area; and

Whereas, Owner owns certain real property located within Woodinville's sanitary sewer service area as legally described on **Exhibit X** attached hereto and incorporated herein by this reference ("Property") which is being developed for residential use; and is commonly known as \_\_\_\_\_; and

Whereas, development of the Property will require extensions of the public water and sanitary sewer systems to make those utility services available to the Property; and

Whereas, Woodinville can provide water service to the Property by extension of its public water system; however, it is not presently financially feasible to extend Woodinville's public sanitary sewer system to serve the Property; and

Whereas, Northshore's public sanitary sewer system is in proximity to the Property and Northshore can provide interim sanitary sewer service to the Property and is willing to provide sewer service on an interim basis; and Woodinville will agree to allow Northshore to provide sewer service to the Property on an interim basis in accordance with the terms and conditions set forth in this Agreement, including the requirement if Woodinville in its sole discretion, determines Woodinville may provide permanent sewer service to the Property, upon notice to Northshore and the Owner, Northshore shall cease providing interim sewer service to the Property and the Owner will connect the Property to Woodinville's sewer system at Owner's expense and receive permanent sewer service to the Property from Woodinville, now, therefore,

AGREEMENT

In consideration of the terms and conditions set forth in this Agreement, the Parties agree as follows:

A. Interim Sewer Service. Woodinville agrees that, pursuant to the Agreement for Interim Sewer Service between Woodville and Northshore attached hereto as **Exhibit Y** and incorporated herein in full by this reference, the Owner may receive interim sewer service to the Property from Northshore under the following terms and conditions:

1. The Owner shall extend Northshore's public sanitary sewer system to the Property pursuant to Northshore's developer extension process incorporating Northshore's standards and specifications for sewer extensions.
2. As a condition of service and prior to connection to Northshore's public sanitary sewer system, the Owner shall pay to Northshore all fees and charges Northshore imposes as conditions of connection to its sewer system and shall also pay to the King County Department of Natural Resources and Parks - Wastewater Treatment Division (formerly METRO) all connection charges and sewer services fees and charges imposed by that agency.
3. Northshore shall provide sanitary sewer service to the Property on the same terms and conditions as it provides service to similar property within Northshore's boundaries and according to Northshore's resolutions, rules and regulations and as such resolution, rules and regulations may be amended and superseded, and Owner shall pay Northshore for such sewer service.
4. Whenever Woodinville, in its sole discretion, determines Woodinville may provide permanent sanitary sewer service to the Property, Woodinville shall provide Northshore and the Owner at least ninety (90) days prior written notice of its intent to provide sanitary sewer service to the Property and the effective date of such sewer service to the Property, and upon the effective date of such notice, title to and ownership of the sanitary sewer service shall be transferred to Woodinville and the Owner shall, at Owner's sole cost and expense, disconnect the sanitary sewer system to the Property from Northshore's sewer system and connect the Property to Woodinville's sanitary sewer system. Thereafter, Woodinville shall provide sanitary sewer service to the Property and the sanitary sewer system shall be maintained and operated by Woodinville as part of its public system. Woodinville shall provide sanitary sewer service to the Property in accordance with Woodinville's resolutions, rules and regulations, and as such resolution, rules and regulations may be amended and superseded, and Owner shall pay Woodinville for such sewer service, including all connection fees and charges Woodinville imposes as conditions of connection to its sewer system; Owner shall also pay to the King County Department of Natural Resources and Parks -

Wastewater Treatment Division (formerly METRO) all sewer services fees and charges imposed by that agency.

5. As a precondition to Woodinville providing water service to the Property, the Owner shall execute and provide this Agreement to Woodinville.

B. Recording. Following its execution by the Parties, this Agreement shall be recorded in the King County Recorder's Office, and the terms and conditions of this Agreement while in force and effect constitute a covenant running with the Property. This agreement shall be binding on the Parties and their assigns and successors in interest.

C. Waiver. No waiver by either Party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, or as a waiver of any subsequent breach of this Agreement by either party.

D. Notice. Any notice to be given pursuant to this Agreement shall be in writing and shall either be personally delivered or sent by certified mail, return receipt requested, postage prepaid to the appropriate Party as follows:

To District at: District General Manager  
Woodinville Water District  
17238 NE Woodinville-Duvall Rd  
Woodinville, WA 98072

To Owner at: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Parties may change their address for the purposes of this notice provision by written notice to the other Party delivered pursuant to the requirements of this provision.

E. Attorneys' Fees. In the event of a dispute between the Parties concerning this Agreement, in the event of litigation, the prevailing Party shall be entitled to recover attorneys' fees and costs, including any such fees and costs incurred on appeal.

F. Law/Venue. Any litigation regarding this Agreement shall be filed in King County Superior Court, King County, Washington. Washington law shall apply to the interpretation and enforcement of this Agreement.

G. Effective Date. This Agreement shall be effective on the date by which both Parties have executed this Agreement ("Effective Date").



WOODINVILLE WATER DISTRICT

By: \_\_\_\_\_  
Its \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Ken Howe, General Manager

Dated: \_\_\_\_\_

STATE OF WASHINGTON )  
COUNTY OF KING )ss

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledge that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_ to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

Signature \_\_\_\_\_

(print name) \_\_\_\_\_

Notary Public in and for the State of Washington,  
my commission expires: \_\_\_\_\_

Residing at \_\_\_\_\_

STATE OF WASHINGTON )  
COUNTY OF KING )ss

I certify that I know or have satisfactory evidence that Ken Howe is the person who appeared before me, and said person acknowledge that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the General Manager of the Woodinville Water District to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

Signature \_\_\_\_\_

(print name) \_\_\_\_\_

Notary Public in and for the State of Washington,  
my commission expires \_\_\_\_\_

Residing at \_\_\_\_\_

**EXHIBIT X**  
**REAL PROPERTY LEGAL DESCRIPTION**

**EXHIBIT Y**

**AGREEMENT FOR INTERIM SEWER SERVICE BETWEEN WOODINVILLE  
WATER DISTRICT AND NORTHSORE UTILITY DISTRICT**

N22

Q-3

Return Address:

Dee Jamison  
Woodinville Water District  
P.O. Box 1390  
Woodinville, WA 98072



20041019000109

PACIFIC NW TIT AG  
PAGE 001 OF 005  
10/19/2004 09:16  
KING COUNTY, WA

23.00

Please print or type information WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document must be filled in)

1. Agreement for Interim Sewer Service
- 2.
- 3.
- 4.

5/23 PNWT  
W 9229-12

Reference Number(s) of Documents assigned or released:

Additional reference #'s on page \_\_\_\_\_ of document

Grantor(s) (Last name first, then first name and initials)

1. Woodinville Water District
- 2.
- 3.
- 4.

☐ Additional names on page \_\_\_\_\_ of document.

Grantee(s) (Last name first, then first name and initials)

1. Northshore Utility District
- 2.
- 3.
- 4.

☐ Additional names on page \_\_\_\_\_ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range) Lot 1 of King County Short Plat No. 12-77101, According to plat recording July 20, 1978 under recording no. 780720087, in King County, Washington

☐ Additional legal is on page \_\_\_\_\_ of document.

Assessor's Property Tax Parcel/Account Number

☒ Assessor Tax # not yet assigned (to be new lots as part of subdivision (pending))

222-6059018

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

**AGREEMENT  
FOR INTERIM SEWER SERVICE**

This agreement between the Woodinville Water District, a special purpose municipal corporation ("Woodinville"), and the Northshore Utility District, a special purpose municipal corporation (Northshore), is dated this 13 day of September, 2004.

Whereas, Woodinville is authorized to provide sanitary sewer service to customers located within its sewer service area, and Northshore is authorized to provide sanitary sewer service to customers within its boundaries; and

Whereas, property located within Woodinville boundaries and its sanitary sewer service area and legally described on Exhibit "A", which is attached hereto and incorporated by referenced herein (the Property), is being developed for residential use; and is commonly known as Perkins Lane (King County File #: L99P0012) and

Whereas, development of the Property will require an extension of the public water and sanitary sewer system (WWD DE 04-09 and NUD S2002013); and

Whereas, Woodinville can provide water service to the Property by extension of its public water system; however, Woodinville's public sanitary sewer system will not now be extended to serve the property; and

Whereas, Northshore's public sanitary sewer system is in proximity to the Property and Northshore can provide interim sanitary sewer service to the Property; now, therefore,

Woodinville agrees that Northshore can provide and Northshore agrees to provide interim sanitary sewer service to the Property under the following terms and conditions:

1. Northshore's public sanitary sewer system shall be extended to the Property pursuant to Northshore's developer extension process incorporating the more stringent of Northshore's or Woodinville's standards and specifications.
2. As a condition of service and prior to connection to Northshore's public sanitary sewer system, the Property shall pay to Northshore all fees and charges Northshore imposes as conditions of connection to its system and it shall pay to King County Department of Natural Resources Wastewater Pollution Division (formerly METRO) all connection charges imposed by that agency.
3. Northshore shall provide sanitary sewer service to the Property on the same terms and conditions as it provides service to similar property within Northshore's boundaries and according to Northshore's resolutions, rules and regulations.
4. Woodinville will cooperate fully with Northshore in all efforts to collect sanitary sewer service charges, including joinder in lien foreclosure proceedings, if necessary; provided Northshore bears all cost of collection.
5. Whenever Woodinville can provide permanent sanitary sewer service to the Property and upon notice from Woodinville, title to the sanitary sewer service will be transferred to Woodinville at Woodinville's expense; thereafter the sanitary sewer system shall be maintained and operated by Woodinville as part of its public system.
6. This agreement shall be recorded in the King County Office of Finance.



NORTHSHORE UTILITY DISTRICT

By

Fanny Yee  
(Print name here)

General Manager  
Its - General Manager

WOODINVILLE WATER DISTRICT

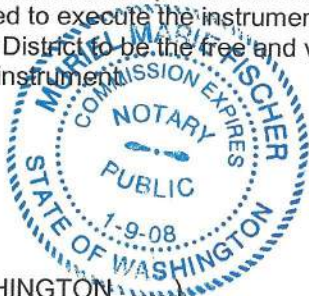
By

Ken Howe  
(Print name here)

General Manager  
Its - General Manager

STATE OF WASHINGTON )  
COUNTY OF KING )ss

I certify that I know or have satisfactory evidence that Fanny Yee is the person who appeared before me, and said person acknowledge that she signed this instrument, on oath stated the she was authorized to execute the instrument and acknowledged it as the General Manager of the Northshore Utility District to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.



Dated: 9-13-04

Signature Muriel Marie Fischer

(print name) Muriel Marie Fischer

Notary Public in and for the State of Washington, my

Commission expires 1-9-08

STATE OF WASHINGTON )  
COUNTY OF KING )ss

I certify that I know or have satisfactory evidence that Ken Howe is the person who appeared before me, and said person acknowledge that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the General Manager of the Woodinville Water District to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.



Dated: 10-13-04

Signature Cecelia M. F. Yinger

(print name) CECELIA M. F. YINGER

Notary Public in and for the State of Washington, my

Commission expires October 29 2005

# Exhibit A

Perkins Development, Inc.  
19921 133rd Dr. SE  
Snohomish, WA 98296

SCHEDULE A-4

POLICY NO. 388441-3A

THE LAND REFERRED TO IN THIS POLICY IS SITUATED IN THE STATE OF WASHINGTON, COUNTY OF KING AND IS DESCRIBED AS FOLLOWS:

LOT 1 OF KING COUNTY SHORT PLAT NO. 1277101, ACCORDING TO PLAT RECORDED JULY 20, 1978 UNDER RECORDING NO. 7807200876, IN KING COUNTY, WASHINGTON.

Site Address: 13802 132nd Ave NE, Kirkland





11 (b) Resolution 3507 Declaring Certain Computer Equipment and Materials Surplus

**It was moved by Commissioner Maxfield and seconded by Commissioner Matson to approve Resolution 3507 declaring certain computer equipment and materials surplus. Vote 4-0-0. Motion carried. So ordered.**

11 (d) Interim Sewer Agreement with NUD

**It was moved by Commissioner Goodwin and seconded by Commissioner Matson to approve the Interlocal Agreement and to authorize the General Manager to sign the agreement. Vote 4-0-0. Motion carried. So ordered.**

11 (e) Implementation of Schedule for Vulnerability Assessment

Discussion.

11 (f) Commissioner Fund Allocation

**It was moved by Commissioner Goodwin and seconded by Commissioner Matson to transfer \$1,500 from President Jewitt's account to Commissioner Goodwin's account. Vote 4-0-0. Motion carried. So ordered.**

**SIGNIFICANT CORRESPONDENCE**

12 (a) Letter from Dan Mallove

The District received a letter from Dan Mallove requesting that President Jewitt sign the settlement agreement for the Kate Santee litigation.

**It was moved by Commissioner Goodwin and seconded by Commissioner Matson to approve President Jewitt's signing of the settlement agreement for the Kate Santee litigation. Vote 4-0-0. Motion carried. So ordered.**

12 (b) Letter from Phyllis Keller

**COMMISSIONERS' FOLLOW-UP**

13 (a) Update Monthly Calendar of Board Activities

Due to lack of a quorum on the Regular Meeting date of October 19, the October 19 Board Meeting was cancelled. A Special Meeting is scheduled on Wednesday, October 27. Staff will email all Commissioners reminding them to sign vouchers on October 15 due to the cancellation of the October 19 meeting.

Commissioner Matson reported that he would be absent from the Tuesday, November 16, 2004 Board Meeting.

**ATTORNEY'S REPORT:** None

## **REGULAR MEETING**

**October 5, 2004**

### **Item 11(d) Interlocal Agreement with Northshore Utility District for Interim Sewer Service**

#### **Discussion:**

The Perkins Lane Plat is located east of 132<sup>nd</sup> Avenue NE, approximately 100 feet south of NE 138<sup>th</sup> Place and is within Woodinville Water District's sewer service area. However, due to topography, the District is unable to provide gravity sewer service now or in the foreseeable future. Northshore Utility District, however, can provide gravity sewer service and is willing to do so. The developer will construct a sewer developer extension with NUD and connect to an existing NUD sewer main to the west of the project. NUD will collect sewer connection charges from the property owners. Woodinville Water District will not collect these charges, as we will not provide sewer service.

Woodinville Water District will, however, provide water service to the proposed plat.

This agreement is similar in nature to other agreements we have with Northshore Utility District for interim sewer service.

#### **Recommendation:**

Motion to approve the Interlocal Agreement, and to authorize the General Manager to sign the agreement.

#### **Financial Impacts:**

None.

**AGREEMENT  
FOR INTERIM SEWER SERVICE**

This agreement between the Woodinville Water District, a special purpose municipal corporation ("Woodinville"), and the Northshore Utility District, a special purpose municipal corporation (Northshore), is dated this 13 day of September, 2004.

Whereas, Woodinville is authorized to provide sanitary sewer service to customers located within its sewer service area, and Northshore is authorized to provide sanitary sewer service to customers within its boundaries; and

Whereas, property located within Woodinville boundaries and its sanitary sewer service area and legally described on Exhibit "A", which is attached hereto and incorporated by referenced herein (the Property), is being developed for residential use; and is commonly known as Perkins Lane (King County File #: L99P0012) and

Whereas, development of the Property will require an extension of the public water and sanitary sewer system (WWD DE 04-09 and NUD S2002013); and

Whereas, Woodinville can provide water service to the Property by extension of its public water system; however, Woodinville's public sanitary sewer system will not now be extended to serve the property; and

Whereas, Northshore's public sanitary sewer system is in proximity to the Property and Northshore can provide interim sanitary sewer service to the Property; now, therefore,

Woodinville agrees that Northshore can provide and Northshore agrees to provide interim sanitary sewer service to the Property under the following terms and conditions:

1. Northshore's public sanitary sewer system shall be extended to the Property pursuant to Northshore's developer extension process incorporating the more stringent of Northshore's or Woodinville's standards and specifications.
2. As a condition of service and prior to connection to Northshore's public sanitary sewer system, the Property shall pay to Northshore all fees and charges Northshore imposes as conditions of connection to its system and it shall pay to King County Department of Natural Resources Wastewater Pollution Division (formerly METRO) all connection charges imposed by that agency.
3. Northshore shall provide sanitary sewer service to the Property on the same terms and conditions as it provides service to similar property within Northshore's boundaries and according to Northshore's resolutions, rules and regulations.
4. Woodinville will cooperate fully with Northshore in all efforts to collect sanitary sewer service charges, including joinder in lien foreclosure proceedings, if necessary; provided Northshore bears all cost of collection.
5. Whenever Woodinville can provide permanent sanitary sewer service to the Property and upon notice from Woodinville, title to the sanitary sewer service will be transferred to Woodinville at Woodinville's expense; thereafter the sanitary sewer system shall be maintained and operated by Woodinville as part of its public system.
6. This agreement shall be recorded in the King County Office of Finance.



NORTHSHORE UTILITY DISTRICT

By \_\_\_\_\_

Fanny Yee  
(Print name here)

General Manager  
Its - General Manager

WOODINVILLE WATER DISTRICT

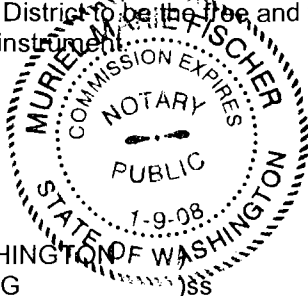
By \_\_\_\_\_

\_\_\_\_\_  
(Print name here)

\_\_\_\_\_  
Its - General Manager

STATE OF WASHINGTON )  
COUNTY OF KING )ss

I certify that I know or have satisfactory evidence that Fanny Yee is the person who appeared before me, and said person acknowledge that she signed this instrument, on oath stated the she was authorized to execute the instrument and acknowledged it as the General Manager of the Northshore Utility District to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.



Dated: 9-13-04

Signature Muriel Marie Fischer  
(print name) Muriel Marie Fischer

Notary Public in and for the State of Washington, my  
Commission expires 1-9-08

STATE OF WASHINGTON )  
COUNTY OF KING )ss

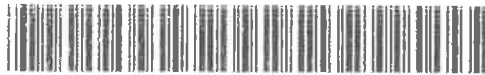
I certify that I know or have satisfactory evidence that Ken Howe is the person who appeared before me, and said person acknowledge that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the General Manager of the Woodinville Water District to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

Signature \_\_\_\_\_  
(print name) \_\_\_\_\_

Notary Public in and for the State of Washington, my  
Commission expires \_\_\_\_\_

N28



20180917000273

AFTER RECORDING PLEASE RETURN TO:

Northshore Utility District  
Attn: Engineering Division  
6830 NE 185<sup>th</sup> Street  
Kenmore, WA 98028-0489

AGREEMENT Rec: \$103.00  
9/17/2018 10:34 AM  
KING COUNTY, WA

Please print or type information-Recorder's Cover Sheet as per RCW 65.04

<b>Document Title (s)</b> (or transactions contained therein):	Interlocal Agreement for Interim Sewer Service Spatacean Property
<b>Grantor(s)</b> (Last name first, then first name and initials):  <input type="checkbox"/> Additional names on _____ page of document.	(1) Woodinville Water District (2) (3) (4)
<b>Grantee(s)</b> Last name first, then first name and initials):  <input type="checkbox"/> Additional names on _____ page of document.	(1) Northshore Utility District (2) (3) (4)
<b>Legal Description</b> (abbreviated: i.e., lot, block, plat or section township, range):  <input type="checkbox"/> Additional Legal description on page (s) ____ of document.	W 140.33 FT OF E 330 FT OF S 1/2 OF NE 1/4 OF NW 1/4 LESS N 300 FT LESS S 200 FT & N 30 FT OF S 230 FT OF E 330 FT OF SD S 1/2 OF NE 1/4 OF NW 1/4 LESS W 140.33 FT THOF SUBJ TO TRANS LN ESMT LESS CO RD
<b>Assessor's Property Tax Parcel</b> or Account Number at the time of recording:	(1) 162605-9108 (2) (3) (4)
<b>Reference Number(s) of Documents assigned or released:</b>  <input type="checkbox"/> Additional references on page(s) ____ of document.	(1) (2) (3) (4)

The Auditor or Recording Officer will rely on the information provided on this form. The staff will not read the document to verify the accuracy of or the completeness of the indexing information provided herein.

## Interlocal Agreement for Interim Sewer Service

This Agreement ("Agreement") is made and entered into this 29<sup>th</sup> day of August, 2018, by and between the Woodinville Water District, ("Woodinville"), and the Northshore Utility District, ("Northshore"), both municipal corporations of the State of Washington (individually a "Party" and collectively the "Parties").

### RECITALS

1. Both Parties are special purpose districts operating as public water and sewer utilities pursuant to Chapter 57 of the Revised Code of Washington.
2. Certain real property ("Property"), located within Woodinville's sewer service boundaries adjacent to Northshore's sewer service boundaries is being developed for residential use with one sewer connection allowed. The Property is commonly known as the Spatacean property and is shown in the attached Exhibit "A" and legally described as follows:

W 140.33 FT OF E 330 FT OF S 1/2 OF NE 1/4 OF NW 1/4 LESS N 300 FT LESS S 200 FT & N 30 FT OF S 230 FT OF E 330 FT OF SD S 1/2 OF NE 1/4 OF NW 1/4 LESS W 140.33 FT THOF SUBJ TO TRANS LN ESMT LESS CO RD

3. Northshore's public sewer system is in proximity to the Property and Northshore can and is willing to provide sewer service to the Property; and Woodinville will agree to allow Northshore to provide sewer service to the Property on an interim basis in accordance with the terms and conditions set forth in this Agreement.

### AGREEMENT

Woodinville and Northshore agree as follows:

4. Purpose. The purpose of this Agreement is to allow Northshore to provide sewer service to Property on an interim basis in accordance with the terms and conditions herein.
5. Permission to Serve. Woodinville hereby grants permission to Northshore to provide sanitary sewer service to Property on an interim basis in accordance with the terms and conditions herein.

6. Manner of Service. Northshore shall serve, bill and treat the Property customer in the same manner as its other sewer service customers. The Property shall connect to the existing side sewer stub as directed by Northshore.

7. Recording. Pursuant to RCW 39.34.040, Northshore shall record this Agreement with the King County Recorder's Office.

8. No Third Party Beneficiaries. Except as may be expressly set forth in this Agreement, none of the provisions of this Agreement shall inure to the benefit of or be enforceable by any third party.

9. Notice. Unless provided otherwise in this Agreement, notices issued for all communications associated with this Agreement shall be delivered to each party as follows:

Northshore Utility District  
Attn: General Manager  
6830 NE 185<sup>th</sup> St.  
Kenmore, WA 98028

Woodinville Water District  
Attn: General Manager  
17238 NE Woodinville Duvall Rd.  
Woodinville, WA 98072

10. Duration. This Agreement becomes effective on the date on which the last authorized signatory affixes his/her signature to this agreement ("Effective Date").

11. Permanent Sewer Service. Whenever Woodinville, in its sole discretion, determines Woodinville may provide permanent sewer service to the Property, Woodinville shall provide written notice to Northshore and the then present owner of the Property of its intent to provide sewer service to the Property and the Effective Date of such sewer service to the Property. Upon the Effective Date of such notice, title to and ownership of the sanitary sewer service will be transferred to Woodinville and the disconnection of the sanitary sewer system shall be at Woodinville's expense; thereafter Woodinville will provide sanitary sewer service to the Property in accordance with Woodinville's resolutions, rules, and procedures. Upon such transfer, Woodinville shall pay Northshore any unpaid service charges due from the Property and Northshore shall assign all of its rights and interests to collect any unpaid sewer service fees and charges as of the date of transfer from and against the Property and the owner of the Property to Woodinville.

12. Isolation of Systems. Upon termination of this Agreement, Northshore shall retain ownership of all fees and charges collected and the sanitary sewer system facilities constructed off-site to serve the Property. The Party that terminates this Agreement shall bear the costs for isolating Northshore's sewer system from the Property.

13. Administration. The Administrator of this Agreement shall be the General Manager for Woodinville.

14. Counterparts. This Agreement may be signed in counterparts and, if so signed, shall be deemed one integrated Agreement.

**Woodinville Water District:**

**Northshore Utility District:**

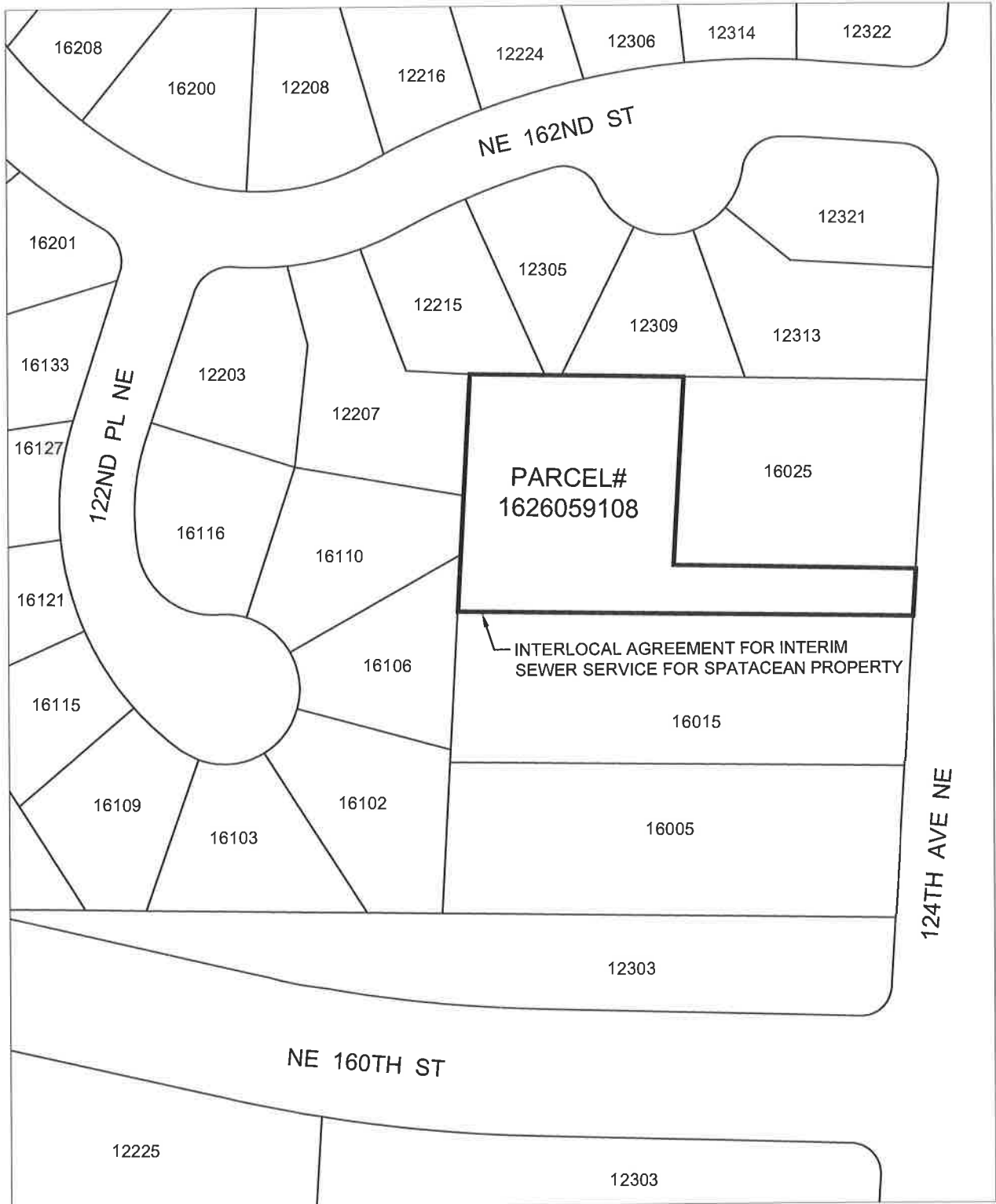


Patrick Sorensen, General Manager  
Woodinville Water District



Alan G. Nelson, General Manager  
Northshore Utility District

# EXHIBIT "A"





Mr. Howe added a 15-minute Executive Session pursuant to RCW 42.30.110(1) (i) to discuss potential litigation.

Commissioner Cebon added item 11 (c) King County Reclaimed Water issue.

Mr. McDowell added item 12 (d) Change Order No. 1 for the SR 202/NE 160<sup>th</sup> St Manhole Rehab Project

### **MEETING AGENDA APPROVAL**

**It was moved by Commissioner Knapinski and seconded by Commissioner Cebon to approve the amended meeting agenda. Vote 4-0-0. Motion carried. So ordered.**

### **ITEMS FROM THE PUBLIC**

Fivi Spatacean and Steve Nielson, owners of property located in Totem Estates of Woodinville, spoke about the sewer service for the lots they own. They presented a letter dated from 1993 that was signed by the former District General Manager, Bob Bandarra, responding to the former owner of the lots request for sewer service. In 1993, Woodinville Water District was unable to provide sewer service to the area where their properties are located due to geographical considerations. The 1993 letter stated that Woodinville Water District did not object to Northshore Utility District (NUD), a water-sewer district adjacent to Woodinville Water District, providing sewer service to the four subject lots on an interim basis. Ms. Spatacean is now planning to build on the lots and was advised by the District and NUD that she will not be able to have Northshore Utility provide the sewer service because the Woodinville Water District now has sewer service available to her property. The owners of the lots object to the cost and policies of the Woodinville Water District to obtain sewer service from Woodinville. The Board encouraged Ms. Spatacean and Mr. Nielson to schedule a meeting with District staff and provide staff with all of their documents to review. Engineering staff will provide a recommendation to the Board at an upcoming Board meeting. The Board invited Ms. Spatacean and Mr. Nielson to attend the Board meeting when the item is on the agenda.

### **CONSENT AGENDA**

#### **8 (a) Sign Monthly Vouchers**

- Water Maintenance Fund (09-104-0010), Vouchers #94663 through #94742 and Payroll Advice #6034 through #6102 in the amount of \$634,242.16
- Sewer Maintenance Fund (09-104-0510), Vouchers #26756 through #26764 in the amount of \$6,743.82
- Water Construction Fund (09-104-3010), Vouchers #35009 through #35015 in the amount of \$60,316.75
- Sewer Construction Fund (09-104-3510), Vouchers #40888 through #40888 in the amount of \$48,530.60

**REGULAR MEETING**  
**March 20, 2018**

**Item: 12(e) Sewer Service for Properties Adjacent to Northshore Utility District Service Area**

**Discussion:**

Fivi Spatacean and Steve Nielson own property that falls within the Woodinville Water District corporate boundary located adjacent to Northshore Utility District Service Area. They attended the February 6, 2018 Board meeting to discuss the ability of NUD to serve four properties with public sewer rather than WWD. The Board directed them to work with staff and then bring the issue back to the Board.

Staff met with Fivi and Steve on March 8, 2018, to discuss their options and the ability of WWD to provide public sewer service. The four lots that they are requesting service for are located in the northwest corner at the intersection of NE 160<sup>th</sup> St and 124<sup>th</sup> Ave NE. The total area of the four lots is 107,592 square feet with a zoning designation of R5400. This indicates residential development and that the size of the lots can be as small as 5,400 sq. ft. Using this information, up to 20 lots could be situated on these properties, although consideration would need to be made for access, other utilities, and the large power transmission lines located along the west margin of 124<sup>th</sup> Ave NE.

They submitted information that they have collected, including a letter dated September 21, 1993 from then WWD General Manager, Bob Bandarra to Ron Gehrke, NUD General Manager. The letter indicates that although the property lies within the boundaries of WWD, sewer service is not currently available due to geographical considerations. The letter goes on to indicate that WWD does not object to NUD providing sewer service to the four subject lots on an interim basis, but has no interest in modifying our sewer service boundary. It also states that if gravity sewer service by WWD becomes available at some future date, the District reserves the right to assume sewer service to the subject properties. There was also a Sewer Availability Certificate (SAC) included with this letter, stating that the SAC was only valid for one year. The letter from Bob Bandarra to Ron Gehrke was the first step in obtaining service from NUD. A formal Interagency Agreement is required as the next step in this process. But in this case, the official agreement was never executed and the letter and SAC expired after one year.

In 1993 when the letter was written, WWD did not have a GIS program, nor did the District have any of their as-built drawings available at the District office to research. The best available information was the Map Book at the front counter. Although WWD's sewer system has not changed/expanded in this area since 1993, a gravity option was available. A sewer main could be installed from manhole #655 that would run approximately 776 feet to serve these properties. The depth at MH 655 is 11 feet, and the new main would be as deep as 19 feet for a short section along 124<sup>th</sup> Ave NE to serve these properties.

Ms. Spatacean is listed as an owner on two of the properties, one she has owned since September of 2004, and the second was purchased in 2014. King County Assessor's information does not list when Mr. Nielson purchased his property, but the home was

built in 1923 and remodeled in 1956. The fourth property is owned by Jeff O'Day with the home built in 1950. King County Assessor's information does not provide a date as to when Mr. O'Day purchased his property.

Easements were obtained by Ms. Spatacean that would allow her property to be connected to the NUD sewer, the first was recorded in 2003 and the second recorded in 2008. The first of the easements is a private easement, 6 feet in width and contains two 6-inch side sewers located on lot 43 of Totem Estates, 16110 122<sup>nd</sup> PI NE; and the second easement is a public easement, 7.5 to 10-foot wide on lot 42 of Totem Estates, 16106 122<sup>nd</sup> PI NE, that does not have any sewer line installed in it at this time.

The 2006 WWD Sewer Comprehensive Plan looked at this area and indicated that these four lots and all of Totem Estates sewer could be intercepted and pumped through a lift station into WWD's system. This would require over 1,100 feet of force main along with the construction of a lift station and purchase of property to place it on. At this time, this does not appear to be a feasible option.

Ken Howe had directed staff to look at other properties that are close to the proposed extension to see if any other property served by NUD could also be served by this extension. An additional 270-foot extension of the proposed sewer main west on NE 162<sup>nd</sup> St from 124<sup>th</sup> Ave NE would allow up to 8 additional homes in the Totem Estates development to be converted to WWD customers. This would bring the total potential customers to 28, although realistically, you most likely would not get that many lots due to access roads and the power line easement. Staff and Ken Howe also discussed the option of honoring the intent of the 1993 letter from Bob Bandarra and allow each lot one connection through NUD. If they decided to subdivide in the future, then they would need to come back to WWD and apply for a developer extension and connect to our system.

**Attachments:**

- 1) September 23, 1993 letter from Bob Bandarra with Sewer Availability Certificate.
- 2) GIS map of possible sewer extension.
- 3) Profile of possible sewer extension.
- 4) Figure 5-7 from the 2008 Sewer Comprehensive Plan.
- 5) List of recent sewer main extensions in WWD with actual construction costs.
- 6) Private Sewer Easement No. 20031006000858, and Public Sewer Easement No. 20080514000980.

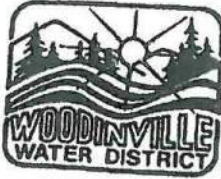
**Recommendation:**

For information only.

**Financial Impacts:**

N/A

Attachment 1



**WOODINVILLE WATER DISTRICT**

17236 Woodinville-Duvall Road  
P.O. Box 1390  
Woodinville, Washington 98072-1390  
(206) 483-9104  
FAX (206) 486-9244

**COMMISSIONERS**  
Edward Cebon  
Gail C. Harrell  
Gwenn Maxfield

**GENERAL MANAGER**  
Bob Bandarra

September 21, 1993

Mr. Ron Gehrke  
Northshore Utility District  
18120 68th Avenue NE  
Bothell, Washington 98011

**SUBJECT:** Sewer Service -- Tax Lots 55, 56, 108, and 7, Located on West side of  
124th Avenue NE, North of NE 160th Street -- Request by Louis B. Rowley

Dear Mr. Gehrke:

This letter is in response to a September 16, 1993, letter from Louis B. Rowley, requesting sewer service for the subject properties. A copy of Mr. Rowley's letter, and a current Sewer Availability Certificate issued by the Woodinville Water District are attached.

The subject properties are located within the boundaries of the Woodinville Water District's water and sewer service area. However, sewer service by the Woodinville Water District is not currently available in this location, due to geographical considerations. Mr. Rowley is therefore requesting sewer service to be provided by construction of a system extension and connection to the system in Totem Estates, currently being operated by Northshore Utility District.

The Woodinville Water District does not object to Northshore Utility District providing sewer service to the four subject lots on an interim basis. The District has no interest, however, in modifying our sewer service boundaries. If gravity sewer service by Woodinville Water District becomes available at some future date, the District reserves the right to assume sewer service at the subject properties.

If I can be of further assistance, please feel free to call me at 483-9104, extension 303.

Sincerely,

Bob Bandarra  
General Manager

Enclosures

cc: Ken Pick, Utility Planning Engineer  
Louis B. Rowley, P.O. Box 1009, Woodinville, Washington 98072

C:\WORD\DEVEXT\ROWLEY1.DOC



This certificate provides the Department of Health and Building & Land Development with information necessary to evaluate development proposals.



Please return to:  
BUILDING & LAND DEVELOPMENT  
Edward B. Sand, Manager  
450 Administration Building  
Seattle, Washington 98104  
206-344-7900

# KING COUNTY CERTIFICATE OF SEWER AVAILABILITY

Do not write in this box

number	name
--------	------

- ☐ Building Permit  
☐ Short Subdivision  
☐ Preliminary Plat or PUD  
☐ Rezoning or other

APPLICANT'S NAME L.B. ROWLEY, ET AL

PROPOSED USE SEWER EXTENSION

LOCATION LOTS 55, 56, 108, and 7 124 AVE NE & NE 160<sup>TH</sup> ST KC

See Attached Map

(Attach map & legal description if necessary)

## SEWER AGENCY INFORMATION

- ☐ Sewer service will be provided by side sewer connection only to an existing \_\_\_\_\_ size sewer \_\_\_\_\_ feet from the site and the sewer system has the capacity to serve the proposed use.
  - OR
  - ☒ Sewer service will require an improvement to the sewer system of:
    - ☐ (1) \_\_\_\_\_ feet of sewer trunk or lateral to reach the site; and/or
    - ☒ (2) the construction of a collection system on the site; and/or
    - ☒ (3) other (describe) AGREEMENT w/ NORTHSHORE UTILITY DISTRICT TO PROVIDE SERVICE. WOODINVILLE WATER DISTRICT DOES NOT HAVE SANITARY SERVICE AVAILABLE IN PROJECT VICINITY
- ☒ The sewer system improvement is in conformance with a County approved sewer comprehensive plan.
  - OR
  - ☐ The sewer system improvement will require a sewer comprehensive plan amendment.
- ☒ The proposed project is within the corporate limits of the district, or has been granted Boundary Review Board approval for extension of service outside the district or city.
  - OR
  - ☐ Annexation or BRD approval will be necessary to provide service.
- Service is subject to the following:
  - Connection charges: \_\_\_\_\_
  - Easement(s): OFFSITE EASEMENT REQ'D TO TIE INTO EXISTING SYSTEM
  - Other: DEVELOPER EXTENSION AND PERMISSION OF NORTHSHORE UTILITY DISTRICT TO PROVIDE SEWER SERVICE.

I hereby certify that the above sewer agency information is true. This certification shall be valid for one year from date of signature.

WOODINVILLE WATER DISTRICT

Agency Name

General Manager

Title

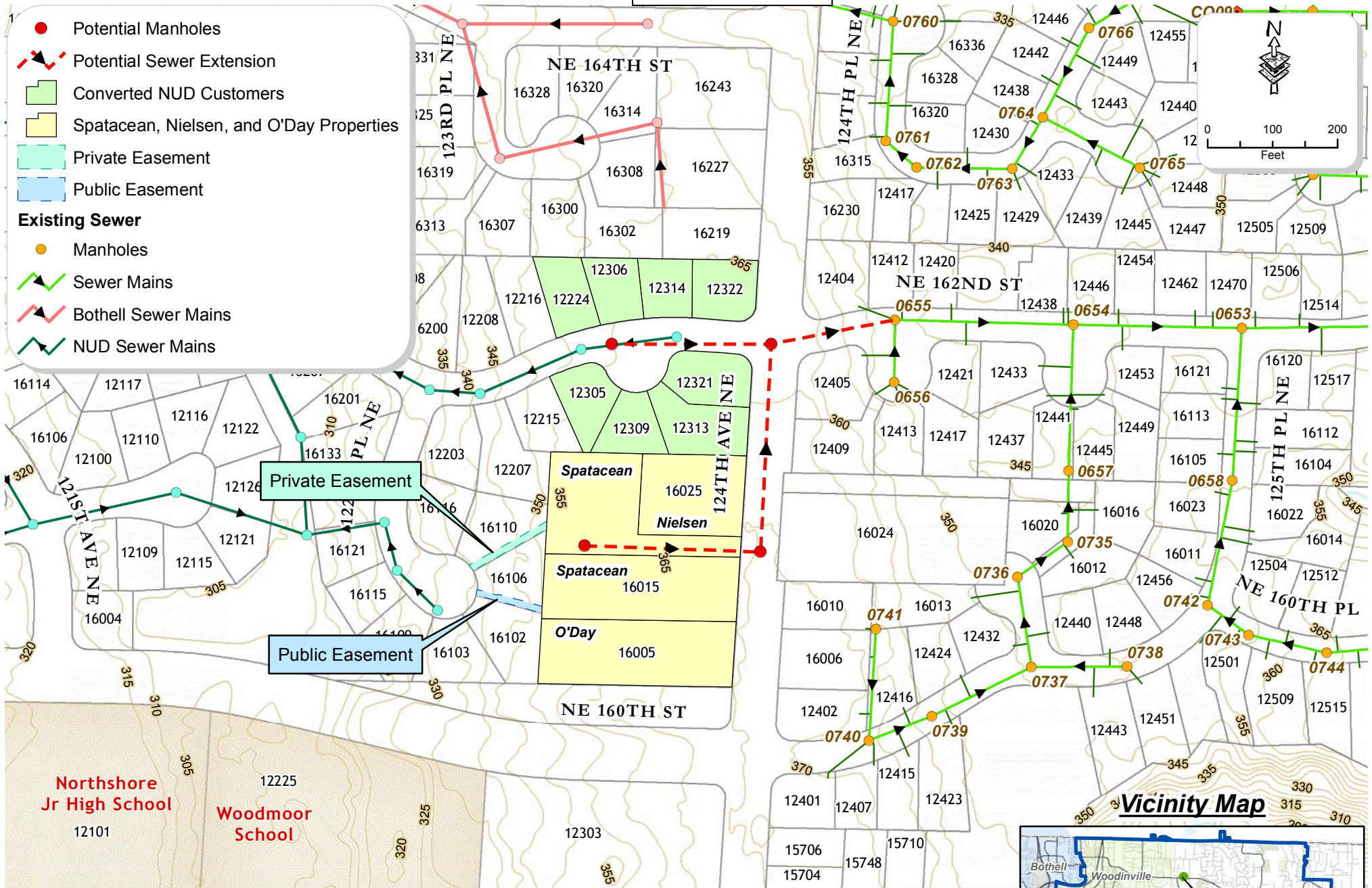
Robert Bandarra

Signature Name

Signature

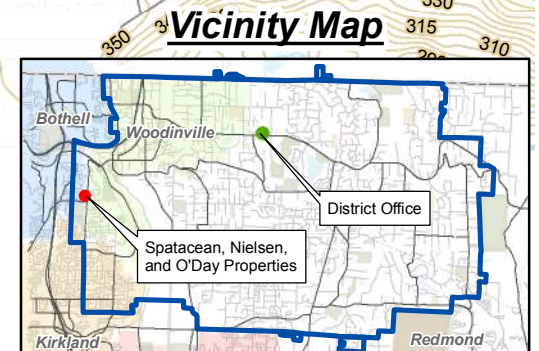
Date





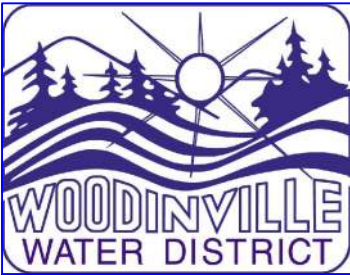
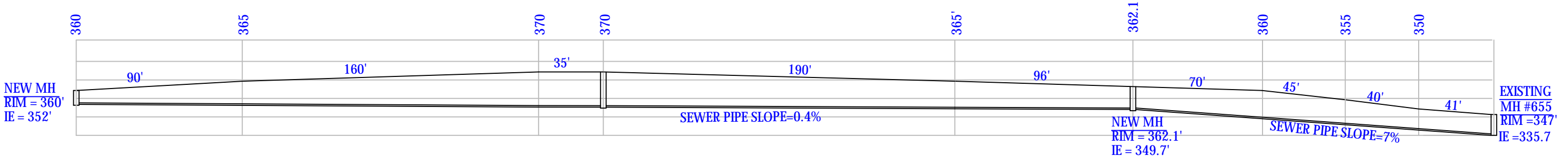
### Spatacean, Nielsen, and O'Day Property Variance

Woodinville Water District

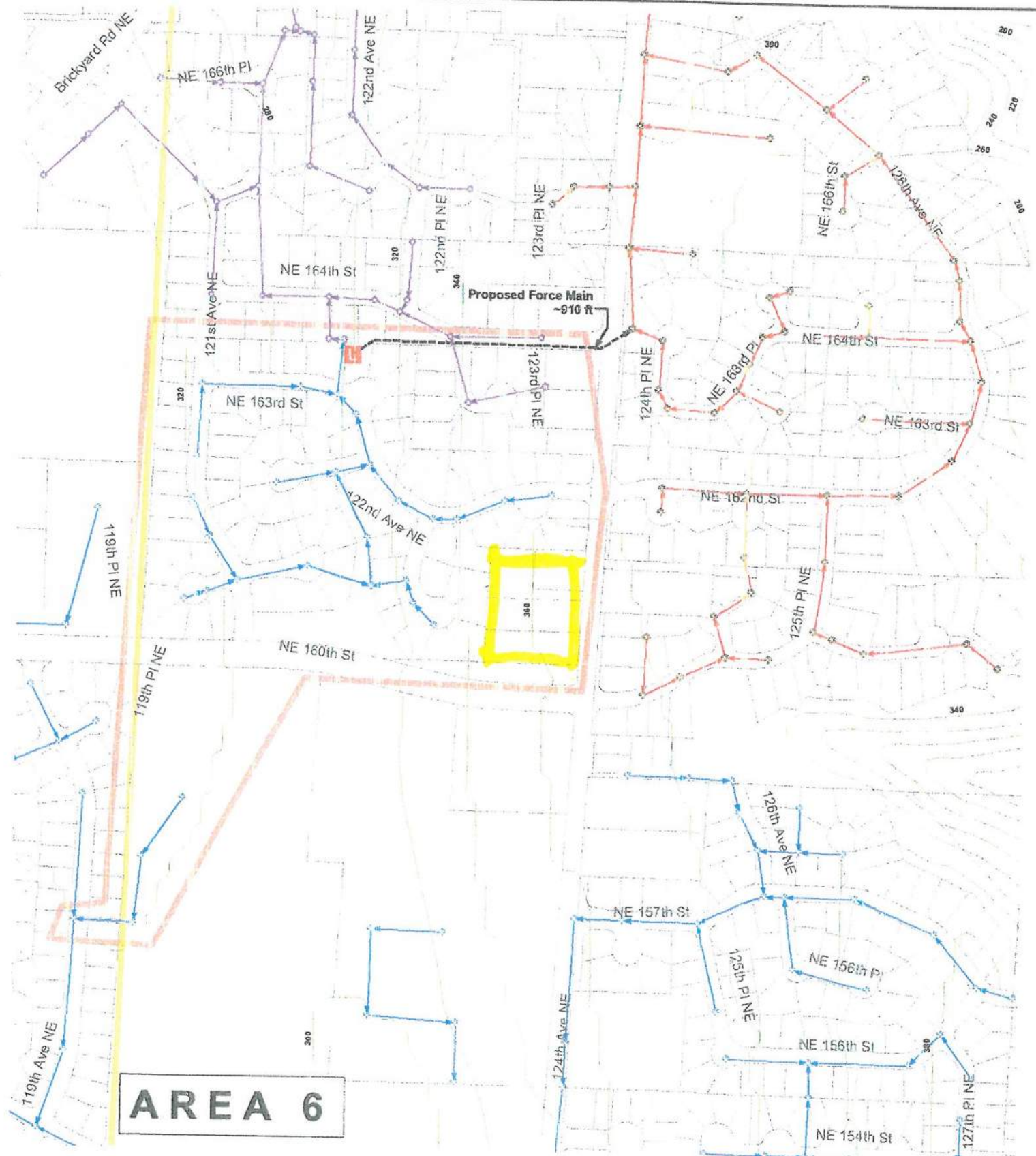




SEWER MAIN EXTENSION



\* Deepest portion of sewer main is 19 feet deep  
\* You could probably pick up 8 existing residences currently served by NUD, plus the 4 lots identified by applicant.



**AREA 6**

**Legend**

- Proposed Lift Station
- WWD Man Holes
- Bothell Man Holes
- NUD Man Holes
- WWD Sewer Lines
- Bothell Sewer Lines
- NUD Sewer Lines
- Proposed Force Main
- WWD Boundary
- WWD Interim Service

0 200 400 Feet

NUD Sewer Lines & Man Holes are APPROXIMATE; Northshore Utility District Wastewater Comprehensive Plan, February 2003

WWD Boundary Woodinville Water District 2005

All other data layers obtained from King County GIS 2005, and Snohomish County GIS 2003. No warranty is made concerning the accuracy, currency, or completeness of data depicted on this map.

Map Updated: June 2008

P:\Mapping\Mapa\_Generated\Woodinville Water District\area6.mxd  
 10/10/2005 7:00 AM NUD Area 6.mxd



Woodinville  
Water District



**BHC Consultants, LLC**  
 720 Third Avenue, Suite 1200  
 Seattle, WA 98104-1570  
 P 206 525 3400  
 F 206 525 3406  
 Formerly a Division of Barryman & Hanigan

**WWD Served By  
Northshore Utility  
District**

Attachment 5

Acceptance Date	Project	Cost	Ft. of Pipe	Cost/ft	Weighted Cost/ft
07/15/14	Slocum Plat	\$256,512.56	1,054.00	\$243.37	\$13.35
01/06/15	Woodridge Plat	\$147,963.17	1,024.00	\$144.50	\$7.70
09/01/15	Baumgartner Short Plat	\$161,410.95	904.00	\$178.55	\$8.40
12/15/15	Woodin Creek Village Phase 1	\$158,759.58	1,100.00	\$144.33	\$8.26
12/15/15	Woodinville Village	\$295,502.53	2,432.00	\$121.51	\$15.37
11/15/16	Hampton Inn and Suites	\$52,295.37	61.00	\$857.30	\$2.72
03/21/17	Brickyard Ridge	\$42,815.00	1,108.00	\$38.64	\$2.23
04/18/17	Marinwood Plat	\$577,387.57	2,708.00	\$213.22	\$30.04
04/14/17	Parkwood Terrace	\$102,124.26	796.00	\$128.30	\$5.31
07/13/17	Vinterra Short Plat	\$753,349.16	6,194.00	\$121.63	\$39.19
10/23/17	Pioneer Heights	\$56,314.00	506.00	\$111.29	\$2.93
01/02/18	Callan Ridge PUD	\$161,372.75	793.00	\$203.50	\$8.40
02/06/18	Schuyler Rubber	\$363,377.15	541.00	\$671.68	\$18.91
	Totals =	\$3,129,184.05	19,221.00	\$244.45	\$143.90
	Average cost per foot for all projects	\$244.45			
	Average Weighted cost per foot	\$143.90			
	Current Equity Cost	\$21,584.26			



# Private Sewer Easement

Return Address:  
 Northshore Utility District  
 P O BOX 82489  
 Kenmore, WA 98028



Please print or type information WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)

**Document Title (or transactions contained therein) (all areas applicable to your document)**

**SEWER EASEMENT FOR SS19299 ACCOUNT NUMBER 415140**

**Reference Number(s) of Documents assigned or released:**

Additional reference #'s on page of document

**Grantor(s) (Last name first, then first name and initials)**

1. GAY, CHRISTOPHER
2. GAY, TERRI
- 3.
- 4.

Private

Additional names on page of document.

**Grantees (Last name first, then first name and initials)**

1. MILLER, STEVEN WRAY
2. MILLER, SHELLEY T.
- 3.
- 4.

☐ Additional names on page of document.

**Legal description (abbreviated: i.e. lot, block, plat or section, township, range)**  
 Lot 43 of TOTEM ESTATES KNOWN AS 16110 - 122TH PL NE BOTHELL, WA IN  
 RECORDS OF KING COUNTY, WASHINGTON.

**Tax Parcel Number: 866320-0430**

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

EXCISE TAX NOT REQUIRED  
 King Co. Records Division  
 By *[Signature]* Deputy

**SEWER EASEMENT**  
**SS 19299**

THIS INSTRUMENT is made this 28 day of SEPT, 2002 by and between L. Christopher Gay and Terri Gay herein called "Grantor", and Steven Wray Miller and Shelley T. Miller, herein called "Grantee".

1. Grantor for and in consideration of value paid by Grantee, and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, hereby grants and conveys to Grantee, it successors and assigns, a non-exclusive permanent easement for sanitary sewers with necessary appurtenances over, through, across and upon the following described real property in King County, Washington, more particularly described as follows:

Lot 43 of Totem Estates, known as 16110—122nd PINE, Bothell WA 98011

2. This Easement consists of all that portion of the above-described Real Property as follows (see Exhibit "A").

3. Grantor also grants to Grantee and to those acting under Grantee the use of a fourteen (14) foot temporary construction easement, being seven (7) feet on each side of the centerline of the Easement described above, said temporary easement lying within the above-described Real Property. A permanent 6 foot easement shall remain in force as per item #1 above.

Said temporary construction easement shall remain in force during construction and until such time as the sanitary sewers and appurtenances have been inspected by Northshore Sewer District.

4. Grantee shall have the right without prior institution of any suit or proceeding at law, at times as may be necessary, to enter upon said property for the purpose of operating, constructing, repairing, altering, or reconstructing said sanitary sewers and appurtenances or making any connections therewith, without incurring any legal obligation or liability therefore; provided that if the area within the easement is disturbed by such operating, constructing, repairing, altering, or reconstructing of said sanitary sewers and appurtenances. Grantee shall restore the surface of the easement as nearly as possible to the condition in which it existed prior the Grantee's entry upon the easement.

5. Grantor shall retain the right to use the surface of said Easement, so long as such use does not interfere with the installation, operation and maintenance of the sanitary sewers. No permanent structures or non-removable vegetation shall be placed in the easement except those done by the Grantee at time of construction.

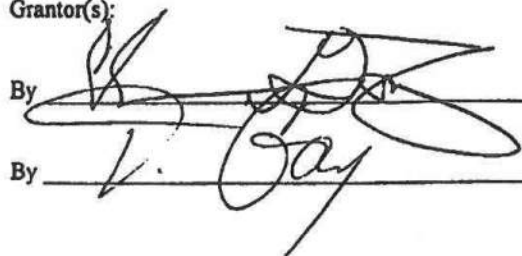
6. This Easement and the covenants herein shall be covenants running the with Real Property described herein and shall be binding upon the successors, heirs, and assigns of both parties hereto.

7. The Grantor warrants that the Grantor has good title to the Real Property and the Easement and warrants the Grantee title to and quiet enjoyment of the Easement conveyed herein.

Grantor(s):

By

By

The image shows two handwritten signatures in dark ink. The first signature is written over a horizontal line and is partially obscured by the second signature. The second signature is written over a horizontal line and is more legible, appearing to read "L. Gay".



STATE OF WASHINGTON)

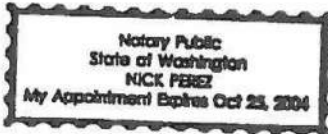
) SS.

COUNTY OF KING

I certify that I know or have satisfactory evidence that

1. Christopher Gay and Teresa Gay

is the person/persons who appeared before me, and said person/persons acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.



Dated 9/28/02

(Signature)

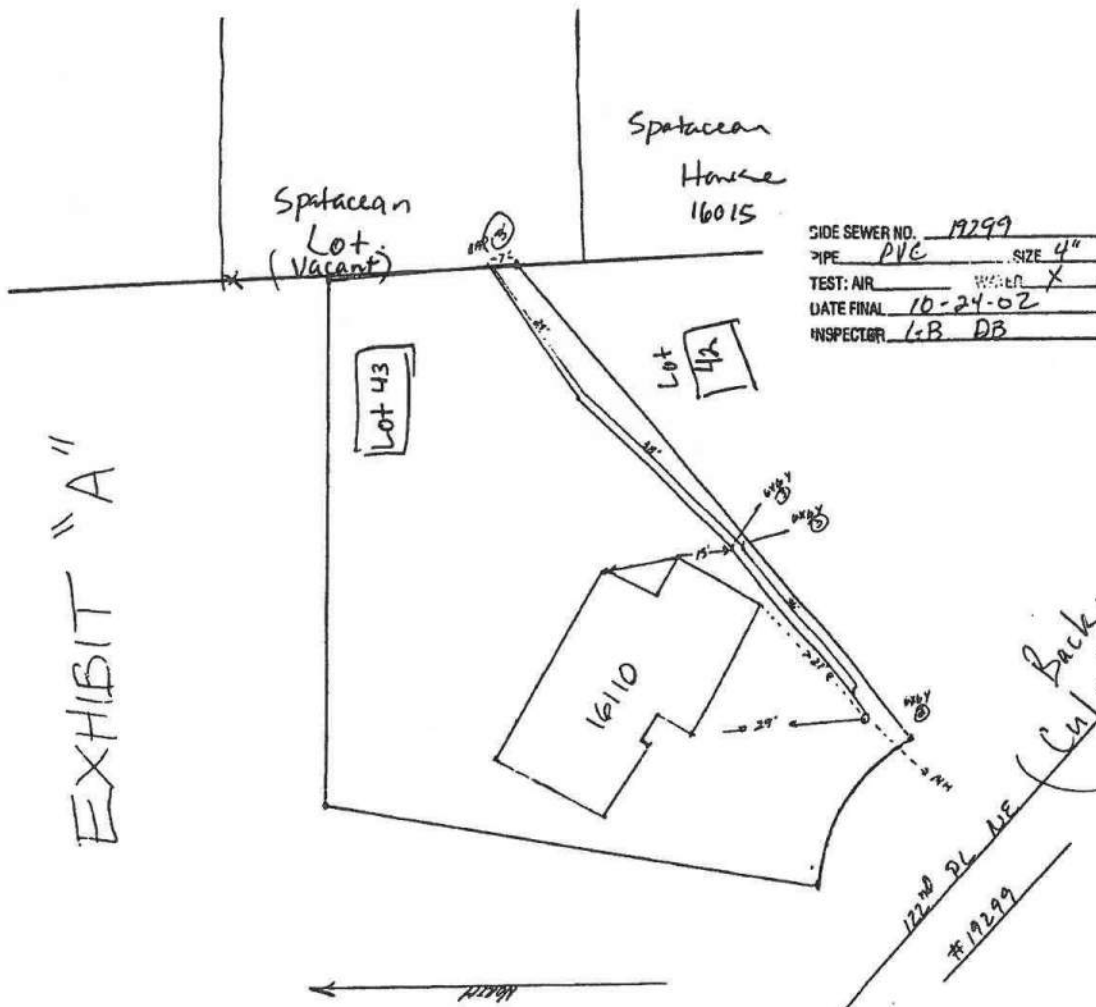
Nick Pacz

(Print Name)

**Notary Public in and for the State of Washington**

Commission Expires: Oct. 25, 2004

# EXHIBIT "A"



SIDE SEWER NO. 19299  
 PIPE PVC SIZE 4"  
 TEST: AIR WATER X  
 DATE FINAL 10-24-02  
 INSPECTOR L.B. DB

# Public Sewer Easement

**Please return recorded document:**

Carol Cameron  
Northshore Utility District  
6830 NE 185 St  
Kenmore, WA 98028



**20080514000980**

NORTH SHORE UT EAS 47.00  
PAGE 001 OF 006  
05/14/2008 10:53  
KING COUNTY, WA

Please print or type information – Recorder's Cover Sheet as per RCW 65.04

<b>Document Title(s)</b> (or transactions contained therein):	<b>SEWER EASEMENT (OFFSITE) SPATACEAN (70711)</b>
<b>Grantor(s)</b> (Last name first, then first name and initials):  <input type="checkbox"/> Additional names on page ____ of document.	<b>STRAUB, KENNETH H. ISELIN, ELIZABETH A.</b>
<b>Grantee(s)</b> (Last name first, then first name and initials):  <input type="checkbox"/> Additional names on page ____ of document.	<b>NORTHSHORE UTILITY DISTRICT</b>
<b>Legal Description</b> (abbreviated: i.e., lot, block, plat or section, township, range):  <input type="checkbox"/> Additional legal description is on page ____ of document.	<b>LOT 42 – TOTEM ESTATES</b>
<b>Assessor's Property Tax Parcel</b> or Account Number at the time of recording:	<b>866320-0420</b>
<b>Reference Number(s) of Documents assigned or released:</b> <input type="checkbox"/> Additional references on page ____ of document.	

The Auditor or Recording Officer will rely on the information provided on this form. The staff will not read the document to verify the accuracy of or the completeness of the indexing information provided herein.

*Sandy* *SGP*  
**EXCISE TAX NOT REQUIRED**  
King Co. Records Division

*David Ch...*

E11 - CDW - File  
- Tom emailed to ? 6/5/08

## SEWER EASEMENT

THIS INSTRUMENT is made this 13<sup>th</sup> day of MAY, 20 08  
by and between KENNETH H. STRAUB and; ELIZABETH A. ISELIN  
and; \_\_\_\_\_ and; \_\_\_\_\_

herein called the "Grantor", and NORTSHORE UTILITY DISTRICT, a municipal corporation of King County, Washington, herein called "Grantee".

1. For and in consideration of value paid by Grantee, and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, Grantor hereby grants and conveys to Grantee, its successors and assigns, a non-exclusive perpetual easement for sanitary sewers with necessary appurtenances over, across, along, in, upon, under and through, the following described real property in King County, Washington, more particularly described as follows (The "Real Property"):

Tax ID 8663200420  
Lot 42, Totem Estates

2. This Easement consists of all that portion of the above-described Real Property described as follows (The "Easement"):

The southerly 7.5 feet of the westerly 30.0 feet and the southerly 10.0 feet of the easterly 75.0 feet as measured along the south line of said property

3. Grantor does further convey and grant to Grantee a temporary construction easement for all purposes during the construction of said sanitary sewers with necessary appurtenances over, across, along, in, upon, under and thorough the above described property, together with the right of ingress to and egress from said described property for the foregoing purposes. Said temporary construction

easement to commence on the date of this instrument and to terminate at such time the sanitary sewers and appurtenances have been accepted for maintenance and operation by Grantee. The legal description of the Temporary Construction Easement is as follows:

The southerly 7.5 feet of the westerly 30.0 feet and the southerly 10.0 feet of the easterly 75.0 feet as measured along the south line of said property

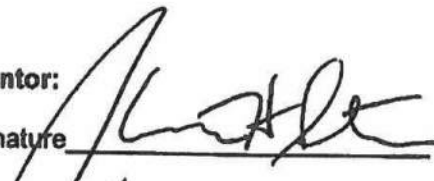
4. Grantee shall have the right without prior institution of any suit or proceeding at law, at times as may be necessary, to enter upon said property for the purpose of installing, constructing, operation, maintaining, repairing, altering, making connections or reconstructing said sanitary sewers and appurtenances, without incurring any legal obligation or liability therefor; provided that if the area within the easement is disturbed by such installation, constructing, operating, maintaining, repairing, altering, making connections or reconstruction of said sanitary sewers and appurtenances, Grantee shall restore the easement to a condition equal to or better than the condition prior to construction.
5. Grantor shall retain the right to use the surface of said easement, so long as such use does not interfere with the installation, construction, operation, maintenance, repair, alteration, connection to or reconstruction of the sanitary sewers system and appurtenances. Grantor, Grantor's heirs, successors and assigns shall not place or have placed upon the easement obstructions such as a building(s) /structure(s) of a permanent nature, building / structure overhangs, rockeries, retaining walls, trees or shrubs.

6. Grantee shall indemnify, defend and hold harmless Grantor, Grantor's heirs, successors and assigns from any and all claims for injuries and / or damages suffered by any person which may be caused by exercise of the rights herein granted, provided, that Grantee shall not be responsible for any injuries and / or damages to any person caused by Grantor.
7. This Easement and the covenants herein shall be equitable servitudes or covenants running with the Real Property described herein and shall be binding upon the successors, heirs, and assigns of both parties hereto.
8. The Grantor warrants that the Grantor has clear title to the Real Property and the Easement and warrants the Grantee title to and quiet enjoyment of the Easement conveyed herein.
9. If either party is required to bring legal action to enforce or enjoy the covenants and rights granted by the Easement, the prevailing party shall have the right to recover all attorney's fees, witness fees and expense associated with the legal pursuit of these rights, whether in mediation or arbitration, at trial and on appeal, and in any bankruptcy proceeding.

Grantor:

Signature


Print Name

  
KENNETH H. STRAUB

Grantor:

Signature

Print Name

  
Elizabeth Iselin

Grantor:

Signature

Print Name

\_\_\_\_\_

Grantor:

Signature

Print Name

\_\_\_\_\_



**INDIVIDUAL**

STATE OF WASHINGTON )  
 ) SS  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that KENNETH STRAUB  
and ELIZABETH A. ISELIN is/are the person/persons who  
appeared before me, and said person/persons acknowledged that he/she/they signed  
this instrument and acknowledged it to be his/her/their free and voluntary act for the  
uses and purposes mentioned in the instrument.

Dated 5-13-08

*Jack R. Todd*  
(Signature) JACK R TODD  
(Print Name)

Notary Public in and for the State of Washington  
Commission Expires: 11-28-09



**CORPORATE**

STATE OF WASHINGTON )  
 ) SS  
COUNTY OF KING )

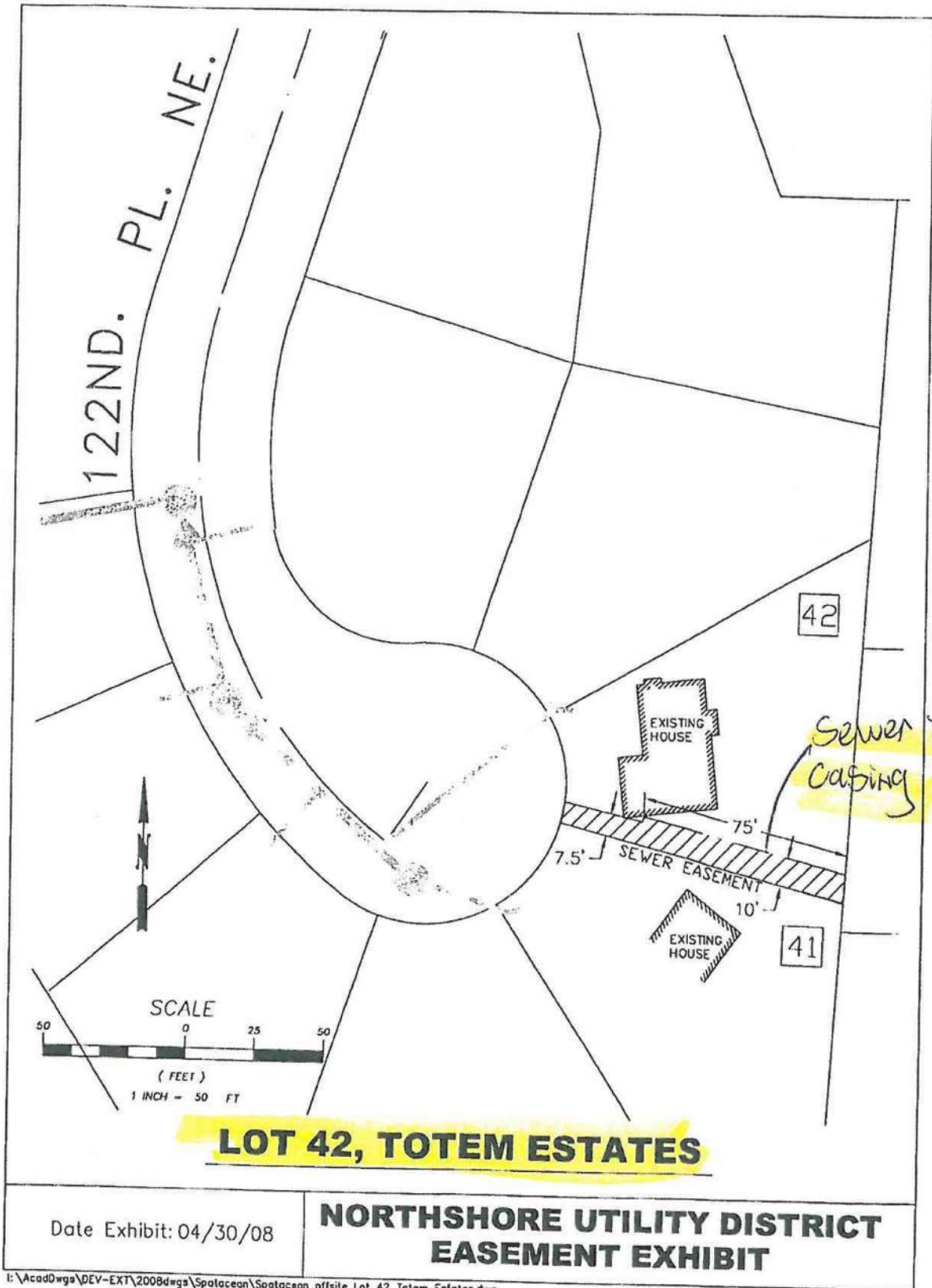
I certify that I know or have satisfactory evidence that \_\_\_\_\_ is  
the person who appeared before me, and said person acknowledged that he/she signed  
this instrument, on oath stated that he/she was authorized to execute the instrument and  
acknowledged that as the \_\_\_\_\_ (title or position) of  
\_\_\_\_\_ (name of LLC, Corporation, or Partnership)  
to be the free and voluntary act of such LLC, Corporation or Partnership for the uses  
and purposes mentioned in the instrument.

Dated \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

Notary Public in and for the State of Washington  
Commission Expires: \_\_\_\_\_



tampering charge to avoid possible sanctions if there was a second offense. Mr. Mathewson acknowledged that he is not disputing the \$250 tampering charge which he has paid. The Board and Attorney Milne advised Mr. Mathewson that meter tampering is a serious matter.

The Board discussed with staff and General Counsel updating Resolution No. 3185, section 5.

**It was moved by Commissioner Cebon and seconded by Commissioner Schriever to deny Mr. Mathewson's request to remove the tampering charge on his account, but to authorize and direct District staff to review the provisions of Resolution No. 3185 and report back to the Board with any possible revisions to that Resolution. Vote 5-0-0. Motion carried. So ordered.**

12 (e) Sewer Service for Properties Adjacent to Northshore Utility District Service Area

Fivi Spatacean, Jonathan Spatacean and Steve Nielson were present to discuss with the Board the properties they own that fall within the Woodinville Water District corporate boundary located adjacent to Northshore Utility District (NUD) Service Area. Fivi Spatacean and Steve Nielson attended the February 6, 2018 Board meeting to discuss the ability of NUD to serve four properties with public sewer rather than WWD. The Board directed them to work with staff and then bring the issue back to the Board.

Staff met with Spatacean and Nielson on March 8, 2018, to discuss their options and the ability of WWD to provide public sewer service. The four lots that they are requesting service for are located in the northwest corner at the intersection of NE 160<sup>th</sup> St and 124<sup>th</sup> Ave NE. The total area of the four lots is 107,592 square feet with a zoning designation of R5400. This indicates residential development and that the size of the lots can be as small as 5,400 sq. ft. Using this information, up to 20 lots could be situated on these properties, although consideration would need to be made for access, other utilities, and the large power transmission lines located along the west margin of 124<sup>th</sup> Ave NE.

They submitted information that they have collected, including a letter dated September 21, 1993 from then WWD General Manager, Bob Bandarra, to Ron Gehrke, NUD General Manager. The letter indicated that, although the property lies within the boundaries of WWD, sewer service was not currently available at that time due to geographical considerations. The letter further stated that WWD did not object to NUD providing sewer service to the four subject lots on an interim basis, but WWD was not interested in modifying its sewer service boundary. It also stated that, if gravity sewer service by WWD becomes available at some future date, the District reserved the right to assume sewer service to the subject properties. There was also a Sewer Availability Certificate (SAC) included with the letter, stating that the SAC was only valid for one year. The letter from Bandarra to Gehrke was the first step in obtaining service from NUD. A formal Interagency Agreement was required as the next step in the process for NUD to provide sewer service to the property on an interim basis. But an official agreement was never executed and the letter and SAC by their terms expired after one year.

In 1993 when the letter was written, WWD did not have a GIS program, nor did the District have any of its as-built drawings available at the District office to research. The best available

information was the Map Book at the front counter. Although WWD's sewer system has not changed/expanded in this area since 1993, District staff reported that a gravity option was now available. A sewer main could be installed from manhole #655 that would run approximately 776 feet to serve these properties. The depth at MH 655 is 11 feet, and the new main would be as deep as 19 feet for a short section along 124<sup>th</sup> Ave NE to serve these properties.

Ms. Spatacean is listed as an owner on two of the properties, one she has owned since September of 2004, and the second was purchased in 2014. King County Assessor's information does not list when Mr. Nielson purchased his property, but the home was built in 1923 and remodeled in 1956. The fourth property is owned by Jeff O'Day with the home built in 1950. King County Assessor's information does not provide a date as to when Mr. O'Day purchased his property.

Easements were obtained by Ms. Spatacean that would allow her property to be connected to the NUD sewer, the first was recorded in 2003 and the second recorded in 2008. The first of the easements is a private easement, 6 feet in width and contains two 6-inch side sewers located on lot 43 of Totem Estates, 16110 122<sup>nd</sup> Pl NE; and the second easement was granted in favor of NUD, and is 7.5 to 10-foot wide on lot 42 of Totem Estates, 16106 122<sup>nd</sup> Pl NE, but does not have any sewer line installed in it at this time.

The 2006 WWD Sewer Comprehensive Plan looked at this area and indicated that these four lots and all of Totem Estates sewer could be intercepted and pumped through a lift station into WWD's system. This would require over 1,100 feet of force main along with the construction of a lift station and purchase of property to place it on. At this time, District staff felt that was not a feasible sewer service option.

The District's former General Manager, Ken Howe, had directed staff to look at other properties that are close to the proposed extension to see if any other property served by NUD could also be served by this extension. An additional 270-foot extension of the proposed sewer main west on NE 162<sup>nd</sup> St from 124<sup>th</sup> Ave NE would allow up to 8 additional homes in the Totem Estates development to be converted to WWD customers. This would bring the total potential customers to 28, although Staff felt that number was not likely due to the need to install access roads and the existing power line easement. Staff and Howe also discussed the option of allowing interim sewer service from NUD. If they decided to subdivide in the future, then they would need to come back to WWD and apply for a developer extension and connect to the District's sewer system.

**It was moved by Commissioner Cebren and seconded by Commissioner Steeb to confirm that sewer service options were available from the District to serve the property, including the gravity sewer main option, but if the property owners proposed interim sewer service from NUD, any proposed interim sewer service option must meet and comply with WWD standards before WWD would consider interim sewer service by NUD. Vote 5-0-0. Motion carried. So ordered.**

The Board took a 5-minute break at 6:30 p.m.

## **REPORTS**

**REGULAR MEETING**  
**June 19, 2018**

**Item: 11 (a) Temporary Sewer Service for Fivi Spatacean Property**

**Discussion:**

Options for sewer service to Fivi Spatacean and Steve Nielsen's properties were discussed at the June 5, 2018 Board meeting. After reviewing the four options provided, it was determined that the best choice would be for them to partner with the developer to the east and bring sewer to their properties.

Until that happens, Jonathan Spatacean requested that the Board allow them to utilize an existing side sewer that was reportedly installed in the past that would connect into the Northshore Utility District's sewer system. This temporary connection would only be for one home on Fivi Spatacean's parcel identified as tax lot 1626059108. This action would allow Jonathan to build one home while they were working on subdividing the property and bringing WWD sewer to serve this lot, from the east. Once this permanent sewer was installed, Jonathan's new home would be connected to the WWD system and the NUD connection would be abandoned.

Staff recommends that the Spatacean's be allowed to temporarily connect one home to an existing side sewer, served by NUD, until a permanent sewer main connected to the WWD system is established. If the temporary connection is allowed, staff will bring back a formal agreement with NUD allowing the connection until WWD can serve the property. The WWD sewer System Development Charge will be required prior to any connection made to the NUD sewer system.

**Attachments:**

- 1) Memo from Jonathan Spatacean on sewer service with attachments.

**Recommendation:**

- Motion to allow Northshore Utility District to temporarily provide sewer service for one home to tax lot 1626059108, until such time permanent service from Woodinville Water District can be provided.

**Financial Impacts:**

The homeowner will be required to pay WWD System Development Charges prior to connection to NUD system.

Attachment 1
--------------

**ATTN: Ken McDowell**

**To: Woodinville Water District**

We would like permission to temporarily hook up to the private 6-inch sewer line on the back of Lot # 1626059108. This line is currently serviced by NUD, and the stub is already on the property (see Northshore Letter and Northshore Utility District Payment).

Please address with the board during the upcoming meeting, and provide permission in writing so we can proceed with submitting our plans to the City of Bothell.

Thank you,

Jonathan Spatacean

Fivi Spatacean



Contact: Tom Alexieff, PE (Senior Engineer) 425-398-4420  
 email: talexieff@nud.net



# Northshore Utility District Facilities Map

## ADDRESS

6830 NE 185th St.  
 Kenmore, WA 98028-2684

P.O. Box 82489  
 Kenmore WA, 98028-0489

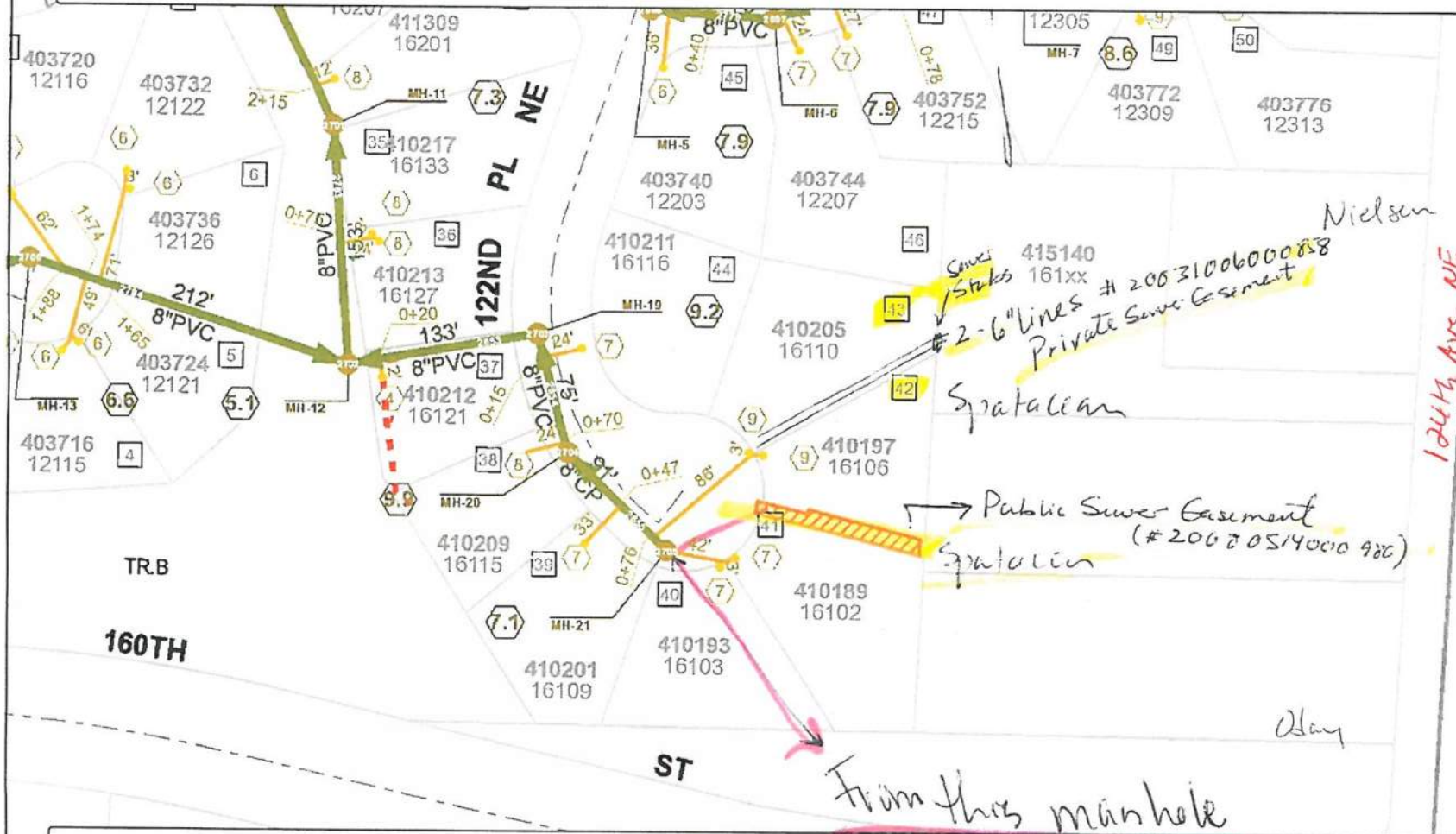
## TELEPHONE NUMBERS

Engineering: (425) 398-4401  
 Administration: (425) 398-4402  
 Operations: (425) 398-4403  
 Information: (425) 398-4400

## FAX NUMBERS

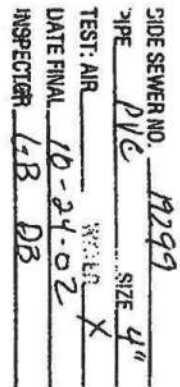
Engineering: (425) 398-4435  
 Administration: (425) 398-4430  
 Operations: (425) 398-4432  
 Purchasing: (425) 398-4434

Website: <http://www.nud.net>



These maps and information are provided by Northshore Utility District to give general information about the District and its services. They are not to be used as a substitute for site surveys or advice from a licensed professional. These documents are provided "AS IS" and "WITH ALL FAULTS" and the District disclaims any and all warranties, expressed or implied, regarding the documents. The District reserves the right to change any and all parameters before or after design.

EXHIBIT "A"





## Northshore Utility District

**ADDRESS**  
6830 NE 185th Street  
Kenmore WA 98028-2684  
PO Box 62489  
Kenmore WA 98028-0489

**TELEPHONES**  
Engineering (425) 398-4401  
Administration (425) 398-4402  
Operations (425) 398-4403  
Information (425) 398-4400

**FAX NUMBERS**  
Administration (425) 398-4430  
Operations (425) 398-4432  
Purchasing (425) 398-4434  
Website www.nud.net

November 26, 2007

Log 169

Steve Miller  
2331 166<sup>th</sup> Place SE  
Bothell, WA 98012

**Re: Proposed Short Plat  
Tax Lot 1626059108**

Dear Mr. Miller,

After further discussion regarding sewer service to the above referenced parcel, the District will allow connecting no more than three lots to one of the existing parallel side sewer stubs installed in 2002. A 6-foot side sewer easement currently exists across Lot 43 of Totem Estates and is for the two parallel side sewer stubs (recording #20031006000858). The other side sewer stub is not to be used and left for future connection by others. A manhole will be required at the end of the side sewer stub near your westerly property line.

In order to accommodate and provide sewer service to adjacent properties, a sewer easement will be required along the south side of the property including an easement to Tax Lot 1626059007. Once the plat becomes available and the lot configuration determined, the District will review the short plat documents in order to verify that adequate easements are provided to serve adjacent properties.

If you have any questions, please call me at 425-398-4420.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tom Alexieff', is written over the 'Sincerely,' text.

Tom Alexieff, PE  
Senior Engineer

Cc: Log Book 169

*Accountable Management - Responsible Usage*





# Northshore Utility District

6830 NE 185th Street  
Kenmore, WA 98028-2701  
E-mail: [billing@nud.net](mailto:billing@nud.net)

P.O. Box 82489  
Kenmore, WA 98028-0489  
Fax: (425) 398-4430

General: (425) 398-4400  
Billing: (425) 398-4402  
24Emergency: (425) 576-8900

Account No: 415140 Cycle: 5 Book:  
Service Address: 161XX 124TH AVE NE

|||||  
MILLER

2331 166TH PL SE  
BOTHELL, WA 98012-6088

Bill Date:	Oct. 08, 2002
5% Discount Date:	Nov. 08, 2002
Due Date:	Dec. 08, 2002
Pay this before discount date:	\$0.00
Pay this before due date:	\$0.00

Next Bill Date: Dec. 08, 2002  
Meter Reading:  
Usage in 100 Cubic Feet:  
Billing Period: Aug. 08, 2002 - Oct. 08, 2002

Date	Rate Code	Item Description	Charges	Credits	Balance
Aug. 08, 2002		Previous Balance			\$7,000.00
Sep. 30, 2002	830	Payment		(\$7,200.00)	
Sep. 30, 2002	4802	Side Sewer Permit	\$200.00		
		Balance Due			\$0.00

"A healthy, living soil is the foundation for a healthy lawn, garden & environment" - Compost Bin Internet Sale @ [www.metrokc.gov/soild](http://www.metrokc.gov/soild). For more info., call The Natural Lawn & Garden Hotline @ 206/633-0224.

\*\*\*Note: 71.45% of the sewer service charges collected from you (or \$46.80 per single family bill) are paid to King County for sewage treatment services.

Please read reverse side for important terms and optional service request order

Please tear here and return bottom portion with your payment

## Northshore Utility District

6830 NE 185th Street  
P.O. Box 82489  
Kenmore, WA 98028  
MILLER

2331 166TH PL SE  
BOTHELL, WA 98012-6088

A message from the District:

Account No: 415140  
Service Address: 161XX 124TH AVE NE  
Cycle: 5  
Book:



On or before discount date of Nov. 08, 2002 pay \$0.00

On or before due date of Dec. 08, 2002 pay \$0.00

Please circle amount paid and put account number on your payment check.

Make check payable to NUD. Amount unpaid after Due Date of

Dec. 08, 2002 will be assessed a ten percent late payment penalty and lose eligibility for early payment discount on the next billing.

☐ I have used the service request order form on reverse.

Customer Comment:

- Sewer Construction Fund (09-104-3510), Vouchers #40903 through #40903 in the amount of \$0

06/25/2018 A/P and 06/14/2018 Payroll A/P

- 8 (c) Resolution No. 3899 approving the Navia Benefit Solutions Administrative Services Agreement and directing the General Manager to sign the agreement.

**It was moved by Commissioner Knapinski and seconded by Commissioner Steeb to approve the Amended Consent Agenda. Vote 4-0-0. Motion carried. So ordered.**

### **ITEMS REMOVED FROM THE CONSENT AGENDA**

Mr. Broyles removed Item 8 (b) from the Consent Agenda to Old Business Item 11(b).

### **REPORTS**

- 10 (a) General Manager's Report

Mr. Sorensen reported that the AWWA ACE 18 convention was well done and informative.

Mr. Sorensen then referred to the attachment to the GM Report listing potential retreat topics. Commissioner Steeb mentioned she felt it would be appropriate to cover some of the topics in extended sessions at some of the regular Board meetings possibly beginning in September, 2018.

Following additional discussion, Mr., Sorensen stated that the Management Team would work on creating a schedule for Commissioner Schriever, Mr. Sorensen and Mr. Broyles to discuss Financial Policies to give Commissioner Schriever an opportunity to familiarize himself with the topics in advance of the Board continuing the discussions at extended meeting sessions.

Commissioner Knapinski requested he be included in the Financial Policy discussions with Commissioner Schriever and staff. There was Board consensus to include Commissioner Knapinski in those discussions. Commissioner Knapinski inquired about compensation for these sessions. Mr. Milne confirmed that compensation would be appropriate as business relating to the District as authorized by the Board.

**It was moved by Commissioner Maloney and seconded by Commissioner Schriever to approve per diem compensation for the sessions with staff to review financial policies. Vote 4-0-0. Motion carried. So ordered.**

- 10(b) Finance Report

Mr. Broyles presented the Finance Report.

### **OLD BUSINESS**

- 11 (a) Temporary Sewer Service for Fivi Spatacean Property

Options for sewer service to the Fivi Spatacean and Steve Nielsen properties were discussed at the June 5, 2018 Board meeting. After reviewing the four options provided, it was determined that the best choice would be for them to partner with the developer to the east and bring sewer to their properties.

Until that happens, Jonathan Spatacean requested that the Board allow them to utilize an existing side sewer that was reportedly installed in the past that would connect into the Northshore Utility District's sewer system. This temporary connection would only be for one home on Fivi Spatacean's parcel identified as tax lot 1626059108. This action would allow Spatacean to build one home while they were working on subdividing the property and bringing WWD sewer to serve this lot, from the east. Once this permanent sewer was installed, Spatacean's new home would be connected to the WWD system and the NUD connection would be abandoned.

Fivi Spatacean thanked the Board for the District's work on this issue.

**Motion to allow Northshore Utility District to temporarily provide sewer service for one home to tax lot 1626059108, until such time permanent service from Woodinville Water District can be provided, subject to a written agreement with Northshore and a written agreement with the Spataceans to be recorded against their property. It was so moved by Commissioner Steeb and seconded by Commissioner Knapinski. Vote 4-0-0. Motion carried. So ordered**

- 11 (b): Resolution 3898 establishing a policy prohibiting unauthorized connections to, use of, and tampering with District utility systems; and imposing sanctions for violations thereof

Mr. Brown talked about the potential large impact on water loss due to fire hydrants being tampered with and that this detail was inadvertently left out of draft Resolution No. 3898. Mr. Milne confirmed an update to the resolution highlighting hydrant tampering would be appropriate. Commissioner Steeb recalled a prior fire hydrant vandalism incident that caused property damage and water loss to the District.

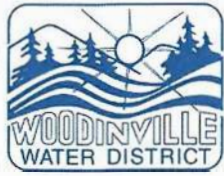
**It was moved by Commissioner Steeb and seconded by Commissioner Knapinski to adopt Resolution No. 3898 with an amendment to item 1 to read: "The unauthorized use of or tampering with District facilities, including the cutting of locks or otherwise restoring water or sewer service terminated by the District, the removal of meter radios, antenna or transmission wires, unauthorized hydrant access or usage, the unauthorized use of District services, and all other Unauthorized Actions are prohibited. Vote 4-0-0. Motion carried. So ordered.**

## **NEW BUSINESS**

- 12 (a) Change Order No. 1 for the Brookside Reservoir Improvements Project

The contractor completed sandblasting the areas to be seam welded on the interior of the reservoir roof and began welding. Shortly thereafter, they determined that portions of the I-beam flanges that are used to support the roof sheeting had almost completely corroded away. To try and grind these sharp edges down and then weld them to the roof sheeting would not work. The roof sheeting





## WOODINVILLE WATER DISTRICT

### AGENDA BILL

#### Item 12 (f)

DATE SUBMITTED:	8/1/18	MEETING DATE:	8/7/18
SUBJECT:	Interim Sewer Agreement with NUD for Spatacean Property		
TO: BOARD OF COMMISSIONERS		FROM: Ken McDowell, P.E.	
GENERAL MANAGER APPROVAL			
DISTRICT ENGINEER APPROVAL			
FINANCE MANAGER APPROVAL			
OPERATIONS & MAINTENANCE MANAGER APPROVAL			
IT MANAGER APPROVAL			
ATTACHED DOCUMENTS		1. Interagency Agreement	
		2.	
		3.	
TYPE OF ACTION REQUESTED	RESOLUTION <input type="checkbox"/>	FORMAL ACTION/ MOTION <input checked="" type="checkbox"/>	INFORMATIONAL /OTHER <input type="checkbox"/>

#### BACKGROUND / EXPLANATION OF IMPACT

Fivi and Jonathan Spatacean have attended two previous Board meetings to discuss their desire to obtain temporary sewer service from Northshore Utility District for tax lot 1626059108. Their property does not currently front a sewer main and therefore would need to extend the existing WWD sewer main to and through their property for permanent sewer service. The Board indicated that they would be receptive to this temporary agreement for one residential dwelling to connect to NUD's sewer system.

The Spatacean's have been working with the developer adjacent to their property regarding a permanent sewer system that would allow them to extend WWD sewer to the Spatacean property. Once this infrastructure has been installed, the Spatacean's will be able to extend this sewer main into their property and eliminate the temporary agreement.

Staff have been working with NUD to compile the attached agreement that has been reviewed by the District Attorney and recommend approval. The System Development

Charge for sewer for Woodinville Water District will be required as a condition of approval. A separate agreement will be recorded between the Spatacean's and Woodinville Water District that outlines the requirements for the Interim Sewer Service Agreement.

**FISCAL IMPACT**

Any costs to extend the sewer main will be borne by the developer. The Woodinville Water District System Development Charge will be collected prior to connection to NUD.

**RECOMMENDED BOARD ACTION**

Approve the Interlocal Agreement for temporary sewer service.

**PROPOSED MOTION**

Motion to approve the Interlocal Agreement for Sewer Service with Northshore Utility District to allow one residential dwelling unit on parcel 1626059108 to temporarily connect to NUD's sanitary sewer system. The developer shall also pay the sewer System Development Charges for Woodinville Water District.

## Interlocal Agreement for Interim Sewer Service

This Agreement ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the Woodinville Water District, ("Woodinville"), and the Northshore Utility District, ("Northshore"), both municipal corporations of the State of Washington (individually a "Party" and collectively the "Parties").

### RECITALS

1. Both Parties are special purpose districts operating as public water and sewer utilities pursuant to Chapter 57 of the Revised Code of Washington.
2. Certain real property ("Property"), located within Woodinville's sewer service boundaries adjacent to Northshore's sewer service boundaries is being developed for residential use with one sewer connection allowed. The Property is commonly known as the Spatacean property and is shown in the attached Exhibit "A" and legally described as follows:

W 140.33 FT OF E 330 FT OF S 1/2 OF NE 1/4 OF NW 1/4 LESS N 300 FT LESS S 200 FT & N 30 FT OF S 230 FT OF E 330 FT OF SD S 1/2 OF NE 1/4 OF NW 1/4 LESS W 140.33 FT THOF SUBJ TO TRANS LN ESMT LESS CO RD

3. Northshore's public sewer system is in proximity to the Property and Northshore can and is willing to provide sewer service to the Property; and Woodinville will agree to allow Northshore to provide sewer service to the Property on an interim basis in accordance with the terms and conditions set forth in this Agreement.

### AGREEMENT

Woodinville and Northshore agree as follows:

4. Purpose. The purpose of this Agreement is to allow Northshore to provide sewer service to Property on an interim basis in accordance with the terms and conditions herein.
5. Permission to Serve. Woodinville I hereby grants permission to Northshore to provide sanitary sewer service to Property on an interim basis in accordance with the terms and conditions herein.

6. Manner of Service. Northshore shall serve, bill and treat the Property customer in the same manner as its other sewer service customers. The Property shall connect to the existing side sewer stub as directed by Northshore.

7. Recording. Pursuant to RCW 39.34.040, Northshore shall record this Agreement with the King County Recorder's Office.

8. No Third Party Beneficiaries. Except as may be expressly set forth in this Agreement, none of the provisions of this Agreement shall inure to the benefit of or be enforceable by any third party.

9. Notice. Unless provided otherwise in this Agreement, notices issued for all communications associated with this Agreement shall be delivered to each party as follows:

Northshore Utility District  
Attn: General Manager  
6830 NE 185<sup>th</sup> St.  
Kenmore, WA 98028

Woodinville Water District  
Attn: General Manager  
17238 NE Woodinville Duvall Rd.  
Woodinville, WA 98072

10. Duration. This Agreement becomes effective on the date on which the last authorized signatory affixes his/her signature to this agreement ("Effective Date").

11. Permanent Sewer Service. Whenever Woodinville, in its sole discretion, determines Woodinville may provide permanent sewer service to the Property, Woodinville shall provide written notice to Northshore and the then present owner of the Property of its intent to provide sewer service to the Property and the Effective Date of such sewer service to the Property. Upon the Effective Date of such notice, title to and ownership of the sanitary sewer service will be transferred to Woodinville and the disconnection of the sanitary sewer system shall be at Woodinville's expense; thereafter Woodinville will provide sanitary sewer service to the Property in accordance with Woodinville's resolutions, rules, and procedures. Upon such transfer, Woodinville shall pay Northshore any unpaid service charges due from the Property and Northshore shall assign all of its rights and interests to collect any unpaid sewer service fees and charges as of the date of transfer from and against the Property and the owner of the Property to Woodinville.

12. Isolation of Systems. Upon termination of this Agreement, Northshore shall retain ownership of all fees and charges collected and the sanitary sewer system facilities constructed off-site to serve the Property. The Party that terminates this Agreement shall bear the costs for isolating Northshore's sewer system from the Property.

13. Administration. The Administrator of this Agreement shall be the General Manager for Woodinville.

14. Counterparts. This Agreement may be signed in counterparts and, if so signed, shall be deemed one integrated Agreement.

**Woodinville Water District:**

**Northshore Utility District:**

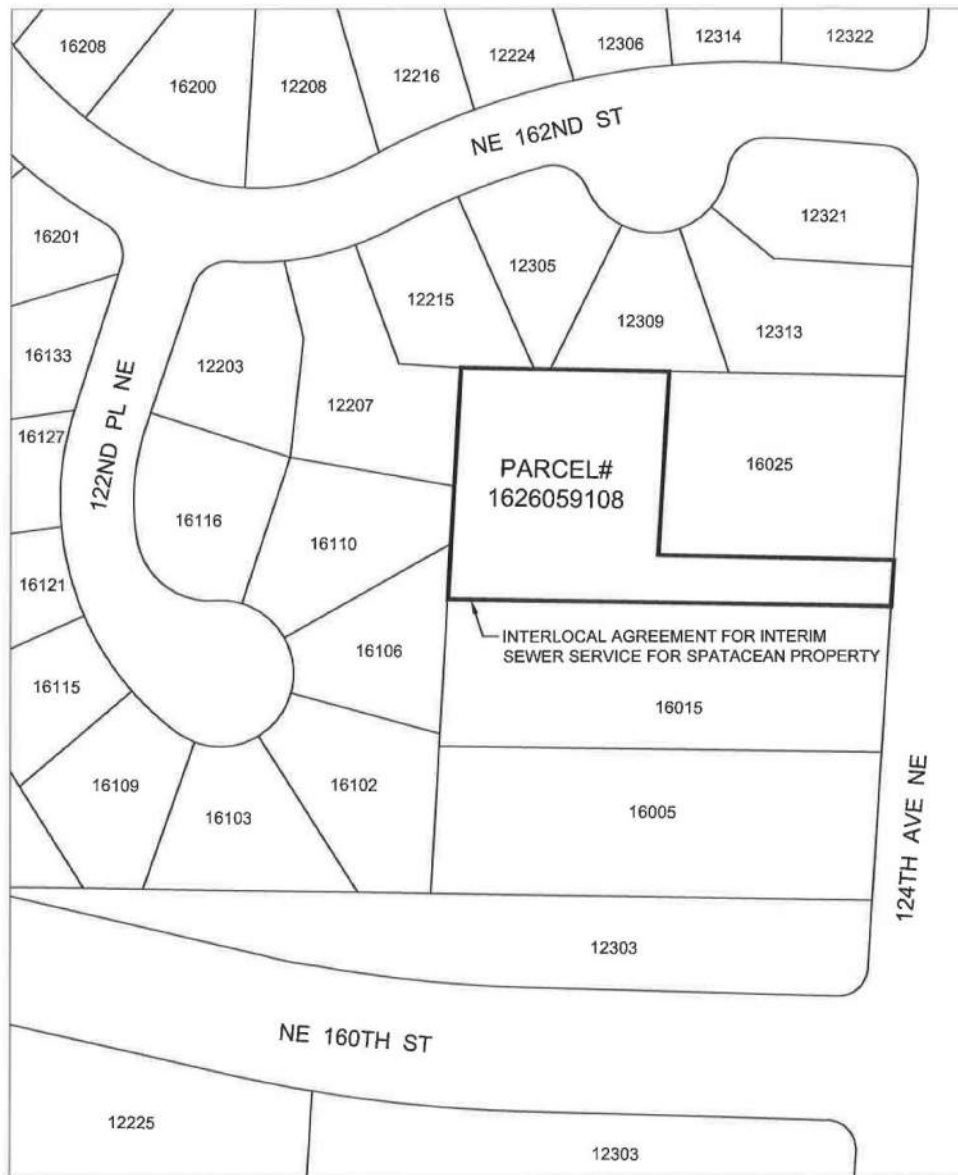
---

Patrick Sorensen, General Manager  
Woodinville Water District

---

Alan G. Nelson, General Manager  
Northshore Utility District

## EXHIBIT "A"





12 (c) Woods Variance

Staff discussed the Woods letter requesting a variance for the water meter to be set at the west edge of the right of way on NE Old Woodinville Duvall Road, with the backside line for the property to be 363 feet long.

Staff reported that they reviewed the water system grid and it is sufficient in this immediate area, meaning system looping, water pressure and fire flow minimums are currently being met. Staff agrees that a long, dead end water main extension through this at this location is not in the best interest of the District or the property owner at the present time. The surrounding homes in the area have water service available. Discussion ensued.

**It was moved by Commissioner Cebon and seconded by Commissioner Knapinski to grant a variance to District Code Subsection 4.04.010B(5) allowing the water meter to be installed in the right-of-way of Old Woodinville Duvall Road to serve as shown on Exhibit A, subject to the following conditions:**

- **The property owner will pay the Equity Cost of \$5,604.48 upon connection to the Woodinville Water District water system for 23810 NE Old Woodinville Duvall Road.**
- **A new Water Availability Certificate will be issued within 60 days of the variance approval. The variance will be valid for the duration of the Water Availability Certificate or until the service is connected, whichever comes first; and**
- **A Hold Harmless and Indemnity Agreement (“Agreement”) must be signed and returned by the applicant prior to meter purchase and recorded with King County.**

**Vote 5-0-0. Motion carried. So ordered.**

The Board took a 5-minute break at 6:40 p.m.

12 (d) Interim Sewer Agreement with NUD for Spatacean Property

Staff reported Fivi and Jonathan Spatacean attended two previous Board meetings to discuss their desire to obtain temporary sewer service from Northshore Utility District. Their property does not currently front a sewer main and therefore would need to extend the existing WWD sewer main to and through their property for permanent sewer service.

The Spatacean’s have been working with the developer adjacent to their property regarding a permanent sewer system that would allow them to extend WWD sewer to the Spatacean property. Once this infrastructure has been installed, the Spatacean’s will be able to extend this sewer main into their property and eliminate the temporary agreement.

Staff have been working with NUD to compile the attached agreement that has been reviewed by the District Attorney and recommend approval. The System Development Charge for sewer for Woodinville Water District will be required as a condition of approval. A separate agreement will

be recorded between the Spataceans and Woodinville Water District that outlines the requirements for the Interim Sewer Service Agreement.

**It was moved by Commissioner Cebon and seconded by Commissioner Knapinski to approve the Interlocal Agreement for Sewer Service with Northshore Utility District to allow one residential dwelling unit on parcel 1626059108 to temporarily connect to NUD's sanitary sewer system. The developer shall also pay the sewer system development charges for Woodinville Water District. Vote 5-0-0. Motion carried. So ordered.**

12 (e) Building C Roof Replacement Project

Mr. Brown reported the roof on Building C is almost 30 years old and needs to be replaced. Last year the roof was temporarily repaired to fix existing leaks and give staff time to locate a mysterious water issue in the Operations lunch room.

**It was moved by Commissioner Cebon and seconded by Commissioner Steeb to award the small works contract for the Building C roof replacement to the lowest responsive responsible bidder, Western Sierra, for an amount of \$63,994.72 (includes WSST) and to authorize the General Manager to sign the Small Works Contract with discretion for up to a 5% contingency for this project. Vote 5-0-0. Motion carried. So ordered.**

12 (g) Automatic Door Improvements

Mr. Brown reported the District buildings currently meet ADA standards but do not have automatic doors which would make the District a barrier free facility. Staff provided a map to the Board of the locations the automatic doors will be installed. The Board suggested adding the automatic door to both entrances of building A.

**It was moved by Commissioner Steeb and seconded by Commissioner Cebon to approve the purchase of automatic door improvements for Buildings A and B in an amount not to exceed \$60,000 and authorize the General Manager to sign the automatic door installation agreement. Vote 5-0-0. Motion carried. So ordered.**

**SIGNIFICANT CORRESPONDENCE**

Commissioner Cebon submitted a letter dated August 21, 2018, resigned from his commissioner position effective at the conclusion of the Board meeting. He will soon be moving from the area. He thanked the Board and said he was proud to have participated on the Board for 15 years.

Commissioner Maloney acknowledged receipt of a letter from District staff expressing appreciation for the Board's support to construct to trail on the District's office/operations site.

**COMMISSIONER'S FOLLOW-UP**

14 (a) Status of Regional Committees

to accept this free offer and had our water and sewer geodatabases analyzed by ESRI using this tool in late July, making sure not to include any information that pertained directly to customers. We had a web meeting with ESRI on September 26<sup>th</sup> upon completion of their review, and they did detect areas of our water network that needed minor edits, but overall complimented us on the quality of our work. This second outside review confirmed once again that the time spent by our GIS Analyst confirming the accuracy and completeness of our water system data was time well spent, and we are ready to migrate to our AWS environment with confidence.

## **ENGINEERING & SAFETY**

There was one CIP project accepted as complete, three Developer Extensions accepted as complete, two variance proposals, one Reimbursement Agreement, and one Interim Sewer Agreement approved by the Board in the Third Quarter of 2018.

The following are synopses of projects and activities in the Engineering Division categorized into 1) General, 2) Projects Awarded, 3) Projects Accepted, 4) Developer extension projects, and 5) Safety Program.

### **GENERAL**

- **Interim Sewer Agreement with Northshore Utility District for Spatacean Property**  
At the August 7<sup>th</sup> Board meeting an Interim Sewer Agreement with Northshore Utility District was discussed for the Spatacean property. The Agreement was brought back to the August 21<sup>st</sup> meeting and approved by the Board. The agreement will allow the property owner one connection for one single family home to the Northshore sewer system until such time as permanent sewer service can be brought to the property from the east to the Woodinville system.
- **Resolution No 3904 Adopting a Reimbursement Agreement and Establishing a Reimbursement Charge for Sewer System Improvements**  
A reimbursement agreement was brought to the Board at the September 4<sup>th</sup> Board meeting and brought back to the September 18<sup>th</sup> meeting for approval. This Reimbursement Agreement was associated with the sewer Developer Extension by Daly/Marasco of 331 feet of sewer main in 178<sup>th</sup> Ave. NE. The Reimbursement Agreement identified properties that may benefit from the sewer extension and have been assessed their pro-rata share of the extension. The document is currently waiting to be recorded.
- **CIP Budget vs Construction**

The Engineering Department strives to create realistic budgets that can be managed and completed during the fiscal year. We have been successful over the past years at managing our capital budget, however at times, certain events can mess with this success.

DEPT. OF REVENUE

(15) W900689  
87

N25

Return Address:

DEE LOFSTROM  
WOODINVILLE WATER  
DISTRICT  
17238 NE WOOD-DUVALL RD.  
WOODINVILLE, WA 98072



20160223000165

FIRST AMERICAN AG  
PAGE-001 OF 015  
02/23/2016 09:50  
KING COUNTY, WA

87.00

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

**Document Title(s)** (or transactions contained therein): (all areas applicable to your document **must** be filled in)

1. Agreement For Interim Sewer Service between Woodinville Water District and Property Owner.

**Reference Number(s) of Documents assigned or released:**

Additional reference #'s on page \_\_\_\_\_ of document

**Grantor(s)** Exactly as name(s) appear on document

1. Quadrant Corporation, Said documents were filed of record as an accommodation only. It has not been examined as to proper execution or as to the interest upon title.
2. \_\_\_\_\_, \_\_\_\_\_

Additional names on page \_\_\_\_\_ of document.

**Grantee(s)** Exactly as name(s) appear on document

1. Woodinville Water District, \_\_\_\_\_
2. \_\_\_\_\_, \_\_\_\_\_

Additional names on page \_\_\_\_\_ of document.

**Legal description** (abbreviated: i.e. lot, block, plat or section, township, range)

Lots 1-35 of the City of Kirkland Plat known as Vintner's Place; Page-001 of 004; Vol. 270 Pg. 098; King County, WA Recording Number 20151103001304.

Additional legal is on page \_\_\_\_\_ of document.

**Assessor's Property Tax Parcel/Account Number**

assigned 272605-9087.

☒ Assessor Tax # not yet

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

"I am signing below and paying an additional \$50 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."

\_\_\_\_\_  
Signature of Requesting Party

Note to submitter: Do not sign above nor pay additional \$50 fee if the document meets margin/formatting requirements



**AGREEMENT  
FOR INTERIM SEWER SERVICE BETWEEN WOODINVILLE WATER DISTRICT  
AND PROPERTY OWNER**

This agreement ("Agreement") is made and entered into by and between Woodinville Water District, a special purpose municipal corporation ("Woodinville"), and the Quadrant Corporation, ("Owner") for the purposes set forth herein.

**RECITALS**

Whereas, Woodinville is authorized to provide sanitary sewer service to property located within its sewer service area, and Northshore Utility District, a special purpose municipal corporation ("Northshore") is authorized to provide sanitary sewer service to property located within its sewer service area; and

Whereas, Owner owns certain real property located within Woodinville's sanitary sewer service area as legally described on **Exhibit X** attached hereto and incorporated herein by this reference ("Property") which is being developed for residential use; and is commonly known as the Vintner's Place Plat; and

Whereas, development of the Property will require extensions of the public water and sanitary sewer systems to make those utility services available to the Property; and

Whereas, Woodinville can provide water service to the Property by extension of its public water system; however, it is not presently financially feasible to extend Woodinville's public sanitary sewer system to serve the Property; and

Whereas, Northshore's public sanitary sewer system is in proximity to the Property and Northshore can provide interim sanitary sewer service to the Property and is willing to provide sewer service on an interim basis; and Woodinville will agree to allow Northshore to provide sewer service to the Property on an interim basis in accordance with the terms and conditions set forth in this Agreement, including the requirement if Woodinville in its sole discretion, determines Woodinville may provide permanent sewer service to the Property, upon notice to Northshore and the Owner, Northshore shall cease providing interim sewer service to the Property and Woodinville shall thereafter provide permanent sewer service to the Property, now, therefore,

**AGREEMENT**

In consideration of the terms and conditions set forth in this Agreement, the Parties agree as follows:

A. Interim Sewer Service. Woodinville agrees that, pursuant to the Agreement for Interim Sewer Service between Woodville and Northshore attached hereto as **Exhibit Y** and

incorporated herein in full by this reference, the Owner may receive interim sewer service to the Property from Northshore under the following terms and conditions:

1. The Owner shall extend Northshore's public sanitary sewer system to the Property pursuant to Northshore's developer extension process incorporating Northshore's standards and specifications for sewer extensions.
2. As a condition of service and prior to connection to Northshore's public sanitary sewer system, the Owner shall pay to Northshore all fees and charges Northshore imposes as conditions of connection to its sewer system and shall also pay to the King County Department of Natural Resources and Parks - Wastewater Treatment Division (formerly METRO) all connection charges and sewer services fees and charges imposed by that agency.
3. Northshore shall provide sanitary sewer service to the Property on the same terms and conditions as it provides service to similar property within Northshore's boundaries and according to Northshore's resolutions, rules and regulations and as such resolution, rules and regulations may be amended and superseded, and Owner shall pay Northshore for such sewer service.
4. Whenever Woodinville, in its sole discretion, determines Woodinville may provide permanent sanitary sewer service to the Property, Woodinville shall provide Northshore and the Owner at least ninety (90) days prior written notice of its intent to provide sanitary sewer service to the Property and the effective date of such sewer service to the Property, and upon the effective date of such notice, title to and ownership of the sanitary sewer service lines, manholes and appurtenances located on the Property as depicted on **Exhibit Z** attached hereto and incorporated herein in full by this reference ("Sanitary Sewer System") shall be transferred to Woodinville. A new sewer main is to be constructed as a capital improvement project ("CIP") by Woodinville that will connect the Sanitary Sewer System and the Property to Woodinville's sewer system presently providing sewer service to the Marinwood Plat, and the existing Northshore interim sewer service connection from the Property to the sewer system serving the Meritage Ridge Plat shall be abandoned by Woodinville. Thereafter, Woodinville shall provide sanitary sewer service to the Property and the Sanitary Sewer System shall be maintained and operated by Woodinville as part of its public sewer system. Woodinville shall provide sanitary sewer service to the Property in accordance with Woodinville's resolutions, rules and regulations, and as such resolution, rules and regulations may be amended and superseded, and **Owner shall pay Woodinville for such sewer service,**



including all connection fees and charges Woodinville imposes as conditions of connection to its sewer system in effect at the time of such connection; Owner acknowledges that Woodinville's sewer system development connection charge ("SDC") in effect as of the Effective Date of this Agreement is \$2,975 per residential unit or equivalent, and may be modified and amended by Woodinville from time to time; Owner shall also pay to the King County Department of Natural Resources and Parks - Wastewater Treatment Division (formerly METRO) all sewer services fees and charges imposed by that agency.

5. As a precondition to Woodinville providing water service to the Property, the Owner shall execute and provide this Agreement to Woodinville.

B. Recording. Following its execution by the Parties, this Agreement shall be recorded in the King County Recorder's Office, and the terms and conditions of this Agreement while in force and effect constitute a covenant running with the Property. This agreement shall be binding on the Parties and their assigns and successors in interest.

C. Waiver. No waiver by either Party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, or as a waiver of any subsequent breach of this Agreement by either party.

D. Notice. Any notice to be given pursuant to this Agreement shall be in writing and shall either be personally delivered or sent by certified mail, return receipt requested, postage prepaid to the appropriate Party as follows:

To District at: District General Manager  
Woodinville Water District  
17238 NE Woodinville-Duvall Rd  
Woodinville, WA 98072

To Owner at: Quadrant Homes  
14725 SE 36th Street  
Bellevue, WA 98006

The Parties may change their address for the purposes of this notice provision by written notice to the other Party delivered pursuant to the requirements of this provision.

E. Attorneys' Fees. In the event of a dispute between the Parties concerning this Agreement, in the event of litigation, the prevailing Party shall be entitled to recover attorneys' fees and costs, including any such fees and costs incurred on appeal.

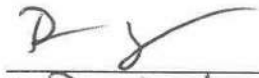
F. Law/Venue. Any litigation regarding this Agreement shall be filed in King County Superior Court, King County, Washington. Washington law shall apply to the interpretation and enforcement of this Agreement.

G. Effective Date. This Agreement shall be effective on the date by which both Parties have executed this Agreement ("Effective Date").

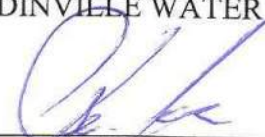
QUADRANT CORPORATION

WOODINVILLE WATER DISTRICT

By:

  
Its Bonnie Gust, Vice President

By:

  
Ken Howe, General Manager

Dated:

2/5/16

Dated:

2-10-16

STATE OF WASHINGTON )  
COUNTY OF KING )ss

I certify that I know or have satisfactory evidence that BENJAMIN BERTS is the person who appeared before me, and said person acknowledge that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the VICE PRESIDENT of THE GUARDIAN CORP. to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.



Dated: 2/5/16

Signature Gail M. Acheson

(print name) GAIL M. ACHESON

Notary Public in and for the State of Washington,  
my commission expires: 9/15/19

Residing at: KIRILLAND

STATE OF WASHINGTON )  
COUNTY OF KING )ss

I certify that I know or have satisfactory evidence that Ken Howe is the person who appeared before me, and said person acknowledge that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the General Manager of the Woodinville Water District to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.



Dated: 02/10/2016

Signature [Signature]

(print name) JUSTIN T. JAMISON

Notary Public in and for the State of Washington,  
my commission expires 07/09/2019

Residing at: Seattle, WA

**EXHIBIT X**  
**REAL PROPERTY LEGAL DESCRIPTION**

**LOTS 1 THROUGH 35 OF THE CITY OF KIRKLAND PLAT KNOWN AS VINTNER'S  
PLACE; PAGE-001 OF 004; VOL 270 PG 098; KING COUNTY, WA; RECORDING  
NUMBER 20151103001304**

Exhibit Y

FIRST AMERICAN 080490  
17/08

Return Address:

Woodinville Water District  
17238 NE Wood-Duvall Rd.  
Woodinville, WA 98072



20141023000728

FIRST AMERICAN AG  
PAGE-001 OF 017  
10/23/2014 14:26  
KING COUNTY, WA

88.00

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

**Document Title(s)** (or transactions contained therein): (all areas applicable to your document must be filled in)

1. Agreement for Interim Sewer Service 2. \_\_\_\_\_  
3. \_\_\_\_\_ 4. \_\_\_\_\_

**Reference Number(s) of Documents assigned or released:**

Additional reference #'s on page \_\_\_\_\_ of document

**Grantor(s)** Exactly as name(s) appear on document

1. Woodinville Water District \_\_\_\_\_  
2. \_\_\_\_\_

Additional names on page \_\_\_\_\_ of document.

**Grantee(s)** Exactly as name(s) appear on document

1. Northshore Utility District \_\_\_\_\_  
2. \_\_\_\_\_

Said documents were filed or  
recorded as an accommodation only.  
I have not been examined as to  
proper execution or as to the effect  
upon title.

Additional names on page \_\_\_\_\_ of document.

**Legal description** (abbreviated: i.e. lot, block, plat or section, township, range)

NW 27-26-5

Additional legal is on page \_\_\_\_\_ of document.

**Assessor's Property Tax Parcel/Account Number**

assigned 2726059087, 2726059088, 2726059036, 2726059096,  
2726059094, 2726059097 ☐ Assessor Tax # not yet

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

"I am signing below and paying an additional \$50 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."

\_\_\_\_\_  
Signature of Requesting Party

Note to submitter: Do not sign above nor pay additional \$50 fee if the document meets margin/formatting requirements

AGREEMENT  
FOR INTERIM SEWER SERVICE

This agreement ("Agreement") is made and entered into by and between Woodinville Water District, a special purpose municipal corporation ("Woodinville"), and Northshore Utility District, a special purpose municipal corporation ("Northshore") (individually a "Party" and collectively the "Parties") for the purposes set forth herein.

RECITALS

Whereas, Woodinville is authorized to provide sanitary sewer service to property located within its sewer service area, and Northshore is authorized to provide sanitary sewer service to property located within its sewer service area; and

Whereas, certain real property located within Woodinville's sanitary sewer service area as legally described on Exhibit "A", which is attached hereto and incorporated herein by this reference (the "Property"), is being developed for residential use; and is commonly known as the Vintner's West Plat; and

Whereas, development of the Property will require extensions of the public water and sanitary sewer systems to make those utility services available to the Property; and

Whereas, Woodinville can provide water service to the Property by extension of its public water system; however, it is not presently financially feasible to extend Woodinville's public sanitary sewer system to serve the Property; and

Whereas, Northshore's public sanitary sewer system is in proximity to the Property and Northshore can provide interim sanitary sewer service to the Property and is willing to provide sewer service on an interim basis; and Woodinville will agree to allow Northshore to provide sewer service to the Property on an interim basis in accordance with the terms and conditions set forth in this Agreement, now, therefore,

AGREEMENT

In consideration of the terms and conditions set forth in this Agreement, the Parties agree as follows:

A. Woodinville agrees that Northshore may provide and Northshore agrees to provide interim sanitary sewer service to the Property under the following terms and conditions:

1. Northshore's public sanitary sewer system shall be extended to the Property pursuant to Northshore's developer extension process incorporating Northshore's standards and specifications for sewer extensions; provided Northshore shall provide Woodinville proposed



sewer extension plans for Woodinville's review and comment prior to final approval of such plans by Northshore.

2. As a condition of service and prior to connection to Northshore's public sanitary sewer system, the owner of the Property shall pay to Northshore all fees and charges Northshore imposes as conditions of connection to its sewer system and shall also pay to the King County Department of Natural Resources and Parks - Wastewater Treatment Division (formerly METRO) all connection charges and sewer services fees and charges imposed by that agency.
3. Northshore shall provide sanitary sewer service to the Property on the same terms and conditions as it provides service to similar property within Northshore's boundaries and according to Northshore's resolutions, rules and regulations and as such resolution, rules and regulations may be amended and superseded.
4. Woodinville shall cooperate fully with Northshore in all efforts to collect sanitary sewer service charges, including joinder in lien foreclosure proceedings, if necessary; provided Northshore shall bear all fees, costs and expenses incurred to collect sanitary sewer service charges, including any such fees, costs and expenses incurred by Woodinville.
5. Whenever Woodinville, in its sole discretion, determines Woodinville may provide permanent sanitary sewer service to the Property, Woodinville shall provide at least ninety (90) days prior written notice to Northshore and the then present owner of the Property of its intent to provide sanitary sewer service to the Property and the effective date of such sewer service to the Property, and upon the effective date of such notice, title to and ownership of the sanitary sewer service will be transferred to Woodinville and the disconnection of the sanitary sewer system from Northshore's sewer system and connection to Woodinville's sanitary sewer system shall be at Woodinville's expense; thereafter the sanitary sewer system shall be maintained and operated by Woodinville as part of its public system and Woodinville shall provide sanitary sewer service to the Property in accordance with Woodinville's resolutions, rules and regulations, and as such resolution, rules and regulations may be amended and superseded. All fees and charges collected by Northshore for connection or service, prior to such transfer, shall be retained by Northshore. Upon such transfer, Woodinville shall pay Northshore any unpaid service charges due from the Property and the owner of the Property and Northshore shall assign all of its rights and interests to collect any unpaid sewer service fees and charges as of the date of transfer from and against the Property and the owner of the Property to Woodinville; provided, Northshore shall cooperate fully with

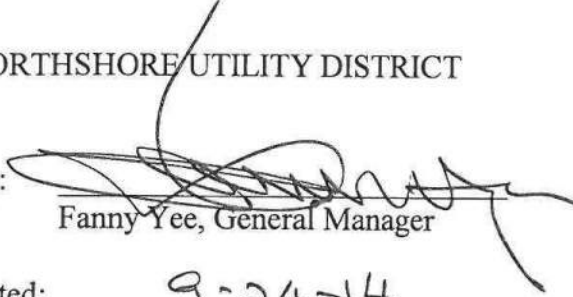
Woodinville in all efforts to collect any unpaid sanitary sewer service fees and charges, including joinder in lien foreclosure proceedings, if necessary; provided, further, Woodinville shall bear all fees, costs and expenses incurred to collect unpaid sewer service fees and charges, including any such fees, costs and expenses incurred by Northshore.

6. As a condition of service and prior to connection to Northshore's public sanitary sewer system, the owner of the Property shall provide Northshore with a copy of an executed agreement substantially in the form as shown in Exhibit "B" attached hereto and incorporated herein by this reference with the owner of the Property
7. This Agreement shall be effective on the date by which both Parties have executed this Agreement ("Effective Date").

B. Following its execution by the Parties, this Agreement shall be recorded in the King County Recorder's Office.

NORTHSHORE UTILITY DISTRICT

By:

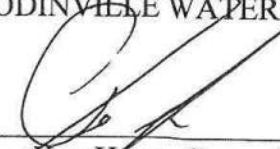
  
Fanny Yee, General Manager

Dated:

9-24-14

WOODINVILLE WATER DISTRICT

By:

  
Ken Howe, General Manager

Dated:

10/9/14

STATE OF WASHINGTON )  
COUNTY OF KING ) ss

I certify that I know or have satisfactory evidence that Fanny Yee is the person who appeared before me, and said person acknowledge that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the General Manager of the Northshore Utility District to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.



Dated: September 24, 2014

Signature Margaret D. Johanson

(Print name) Margaret D. Johanson

Notary Public in and for the State of Washington,  
my commission expires: 12-07-17

Residing at: Kenmore

STATE OF WASHINGTON )  
COUNTY OF KING ) ss

I certify that I know or have satisfactory evidence that Ken Howe is the person who appeared before me, and said person acknowledge that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the General Manager of the Woodinville Water District to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.



Dated: 10-9-14

Signature Stacy L. Hollis

(Print name) Stacy L. Hollis

Notary Public in and for the State of Washington,  
my commission expires 3-9-16

Residing at: Lynnwood

# Exhibit A

## PARCEL NO. 2726059087

PARCEL C OF KING COUNTY SHORT PLAT NUMBER 575053, RECORDED UNDER RECORDING NUMBER 7508110510, IN KING COUNTY, WASHINGTON; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST HALF OF THE NORTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON; EXCEPT THE EAST 30.00 FEET THEREOF FOR ROAD PURPOSES.

## PARCEL NO. 2726059088

PARCEL D OF KING COUNTY SHORT PLAT NUMBER 575053, RECORDED UNDER RECORDING NUMBER 7508110510, IN KING COUNTY, WASHINGTON; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST HALF OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON; EXCEPT THE EAST 30.00 FEET THEREOF FOR ROAD PURPOSES.

## PARCEL NO. 2726059036

LOT 2, KING COUNTY SHORT PLAT NUMBER 1177115, RECORDED UNDER RECORDING NUMBER 7805300830, IN KING COUNTY, WASHINGTON, BEING A PORTION OF:

THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER AND ACROSS A PARCEL LYING 15 FEET AS MEASURED AT RIGHT ANGLES ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE THE SOUTHEAST CORNER OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTH HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27;  
THENCE NORTH 88°12'02" WEST ALONG THE SOUTH LINE THEREOF FOR 30.0 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE CONTINUE NORTH 88°12'02" WEST FOR 370.0 FEET TO THE TERMINUS OF SAID LINE; ALSO

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER AND ACROSS A PARCEL LYING SOUTHEASTERLY OF A CURVE HAVING A RADIUS OF 25.00 FEET, BEING TANGENT WITH THE NORTH LINE OF SAID 30.00 FOOT STRIP AND TANGENT WITH THE WEST LINE OF THE EAST 30.00 FEET OF SAID EAST HALF; AND

A PARCEL LYING NORTHEASTERLY OF A CURVE HAVING A RADIUS OF 25.00 FEET, BEING TANGENT WITH THE SOUTH LINE OF SAID 30.00 FOOT STRIP AND TANGENT WITH THE WEST LINE OF THE EAST 30.00 FEET OF SAID EAST HALF;

EXCEPT ANY PORTIONS THEREOF LYING WITHIN THE MAIN TRACT.

PARCEL NO. 2726059096

LOT 4, KING COUNTY SHORT PLAT NUMBER 1177115, RECORDED UNDER RECORDING NUMBER 7805300830, IN KING COUNTY, WASHINGTON, BEING A PORTION OF:

THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER AND ACROSS A PARCEL LYING 15 FEET AS MEASURED AT RIGHT ANGLES ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE THE SOUTHEAST CORNER OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTH HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27;

THENCE NORTH 88°12'02" WEST ALONG THE SOUTH LINE THEREOF FOR 30.0 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUE NORTH 88°12'02" WEST FOR 370.0 FEET TO THE TERMINUS OF SAID LINE; ALSO

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER AND ACROSS A PARCEL LYING SOUTHEASTERLY OF A CURVE HAVING A RADIUS OF 25.00 FEET, BEING TANGENT WITH THE NORTH LINE OF SAID 30.00 FOOT STRIP AND TANGENT WITH THE WEST LINE OF THE EAST 30.00 FEET OF SAID EAST HALF; AND

A PARCEL LYING NORTHEASTERLY OF A CURVE HAVING A RADIUS OF 25.00 FEET, BEING TANGENT WITH THE SOUTH LINE OF SAID 30.00 FOOT STRIP AND TANGENT WITH THE WEST LINE OF THE EAST 30.00 FEET OF SAID EAST HALF;

EXCEPT ANY PORTIONS THEREOF LYING WITHIN THE MAIN TRACT.

PARCEL NO. 2726059094

LOT 1, KING COUNTY SHORT PLAT NUMBER 1177115, RECORDED UNDER RECORDING NUMBER 7805300830, IN KING COUNTY, WASHINGTON, BEING A PORTION OF:

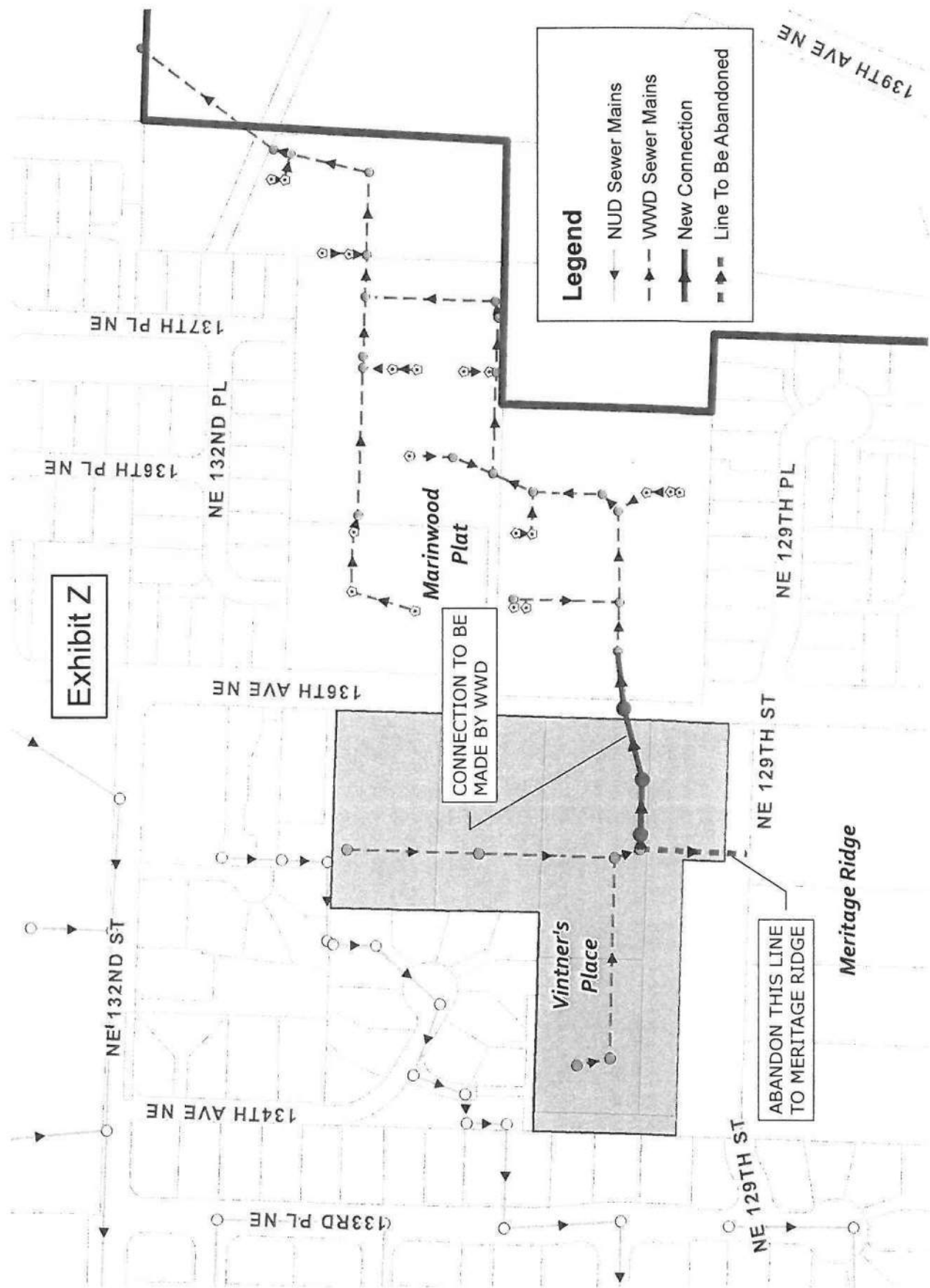
THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS AS DELINEATED ON SAID SHORT PLAT.

PARCEL NO. 2726059097

THE WEST 30 FEET OF THE NORTH HALF OF THE SOUTH HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON.

Exhibit Z





10 (c) Engineer's Report

Mr. McDowell gave a status report on the Woodinville-Duvall Rd. AC Water Main Replacement Project. Discussion ensued.

**OLD BUSINESS:** None.

**NEW BUSINESS**

12 (a) Kingsgate Meadow Apartments – Leak Adjustment Request

Mr. Broyles discussed the leak at the apartment complex with the Board and staff.

**It was moved by Commissioner Steeb and seconded by Commissioner Smith to grant a Leak Adjustment of \$6,070.66 to the Kingsgate Meadows Apartments. Vote 5-0-0. Motion carried. So ordered.**

12 (b) Update of Misc. Fee Schedule

The Board and staff discussed the Schedule of Miscellaneous Fees & Charges. Staff will review the drop-in fee deposit for the larger meter, make the suggested updates to the Fee Schedule and bring the updated Fee Schedule back for Board approval, as a consent agenda item, at the next meeting.

12 (c) Draft Fall Pipeline Newsletter

The Board and staff discussed having an article in the Pipeline to update the customers on the Mercer Island E-coli issue and letting customers know what the District does on an ongoing basis, what the District may do if a water quality issue arose, and the District's response strategy. A reference to the District website regarding the District's response strategy should be included. Staff will make the suggested edits and changes to the Pipeline.

12 (d) Interlocal Agreement with Northshore Utility District for Interim Sewer Service for the Meritage Ridge Plat

Mr. McDowell spoke about the difficulty the District would have to get gravity sewer service to the area. Discussion ensued.

**It was moved by Commissioner Steeb and seconded by Commissioner Hwang to approve the Interlocal Agreement for the Meritage Ridge Plat, and to authorize the General Manager to sign the agreement. Vote 5-0-0. Motion carried. So ordered.**

12 (e) Interlocal Agreement with Northshore Utility District for Interim Sewer Service for the Vintner's West Plat

Mr. McDowell explained the Vintner's West Plat has a similar issue with gravity sewer service to the area as the Meritage Ridge Plat.

**It was moved by Commissioner Steeb and seconded by Commissioner Hwang to approve the Interlocal Agreement for the Vitner's West Plat, and to authorize the General Manager to sign the Agreement. Vote 5-0-0. Motion carried. So ordered.**

12 (f) Resolution No. 3806 Adopting the District's portion of the King County Regional Hazard Mitigation Plan Update

Mr. McDowell gave an overview of the Hazard Mitigation Plan. There were some discrepancies found in Chapter 54. Discussion ensued.

**It was moved by Commissioner Smith and seconded by Commissioner Hwang to approve Resolution 3806 Adopting the District's Local Hazard Mitigation Plan. Vote 5-0-0. Motion carried. So ordered.**

Staff will check on updates to 54.2 Jurisdiction Profile and make revisions if needed.

**SIGNIFICANT CORRESPONDENCE**

The Commissioners received an email from tenant Heather Mertens regarding the District's landlord tenant utility service billing policy. Mr. Howe will respond to the customer.

**COMMISSIONER'S FOLLOW-UP**

14 (a) Status of Regional Committees

Commissioner Hwang reported on his attendance at the MWPAAC General Meeting on October 1, 2014.

Mr. Broyles updated the Board on the MWPAAC Rates & Finance Subcommittee Meeting he attended on October 2, 2014.

Commissioner Knapinski and Commissioner Smith both had positive comments about the WASWD Fall Conference in Spokane.

Commissioner Steeb will attend the SRRWA Meeting at Northshore Utility District on October 28, 2014.

Commissioner Smith will attend the Sno-King Water Coalition Meeting in Mukilteo on October 13, 2014. Mr. Howe will not be available to attend the meeting but he provided Sno-King the changes the District wants made to the Legislative agenda regarding building permits and water and sewer service availability. He was clear that the District would not support the legislative agenda if the changes were not made. Commissioner Smith will have an update for the Board at the next meeting. Discussion ensued.

**REGULAR MEETING**  
**October 7, 2014**

**Item 12(e) Interlocal Agreement with Northshore Utility District for Interim Sewer Service for the Vintner's West Plat**

**Discussion:**

The Vintner's West Plat, (35 new homes), is located west of 136<sup>th</sup> Avenue NE, and north of NE 128<sup>th</sup> St within Woodinville Water District's sewer service area. However, due to topography, the District is unable to provide sewer service now or in the foreseeable future. Northshore Utility District, however, can provide gravity sewer service and is willing to do so.

The developer will construct a sewer extension with NUD and connect to an existing NUD sewer main to the south of the project. NUD will collect sewer connection charges from the property owners. Woodinville Water District will not collect these charges, unless WWD can extend service in the future and dissolve this agreement. Woodinville Water District will, however, provide water service to the proposed plat.

This agreement is similar in nature to other agreements we have with Northshore Utility District for interim sewer service with one exception. In this agreement, we have included a separate agreement for each property owner that must be completed and recorded prior to obtaining water service. The agreement between WWD and the property owner states that if WWD can provide sewer service in the future, the property owner at that time will be required to pay to WWD the current System Development Charge for connection to the sewer system.

**Attachments:**

- 1) Interagency agreement with NUD for the Vintner's West plat
- 2) Site Map

**Recommendation:**

Motion to approve the Interlocal Agreement, and to authorize the General Manager to sign the agreement.

**Financial Impacts:**

None.

## Attachment 1

### AGREEMENT FOR INTERIM SEWER SERVICE

This agreement ("Agreement") is made and entered into by and between Woodinville Water District, a special purpose municipal corporation ("Woodinville"), and Northshore Utility District, a special purpose municipal corporation ("Northshore") (individually a "Party" and collectively the "Parties") for the purposes set forth herein.

#### RECITALS

Whereas, Woodinville is authorized to provide sanitary sewer service to property located within its sewer service area, and Northshore is authorized to provide sanitary sewer service to property located within its sewer service area; and

Whereas, certain real property located within Woodinville's sanitary sewer service area as legally described on Exhibit "A", which is attached hereto and incorporated herein by this reference (the "Property"), is being developed for residential use; and is commonly known as the Meritage Ridge Plat; and

Whereas, development of the Property will require extensions of the public water and sanitary sewer systems to make those utility services available to the Property; and

Whereas, Woodinville can provide water service to the Property by extension of its public water system; however, it is not presently financially feasible to extend Woodinville's public sanitary sewer system to serve the Property; and

Whereas, Northshore's public sanitary sewer system is in proximity to the Property and Northshore can provide interim sanitary sewer service to the Property and is willing to provide sewer service on an interim basis; and Woodinville will agree to allow Northshore to provide sewer service to the Property on an interim basis in accordance with the terms and conditions set forth in this Agreement, now, therefore,

#### AGREEMENT

In consideration of the terms and conditions set forth in this Agreement, the Parties agree as follows:

A. Woodinville agrees that Northshore may provide and Northshore agrees to provide interim sanitary sewer service to the Property under the following terms and conditions:

1. Northshore's public sanitary sewer system shall be extended to the Property pursuant to Northshore's developer extension process incorporating Northshore's standards and specifications for sewer extensions; provided Northshore shall provide Woodinville proposed

sewer extension plans for Woodinville's review and comment prior to final approval of such plans by Northshore.

2. As a condition of service and prior to connection to Northshore's public sanitary sewer system, the owner of the Property shall pay to Northshore all fees and charges Northshore imposes as conditions of connection to its sewer system and shall also pay to the King County Department of Natural Resources and Parks - Wastewater Treatment Division (formerly METRO) all connection charges and sewer services fees and charges imposed by that agency.
3. Northshore shall provide sanitary sewer service to the Property on the same terms and conditions as it provides service to similar property within Northshore's boundaries and according to Northshore's resolutions, rules and regulations and as such resolution, rules and regulations may be amended and superseded.
4. Woodinville shall cooperate fully with Northshore in all efforts to collect sanitary sewer service charges, including joinder in lien foreclosure proceedings, if necessary; provided Northshore shall bear all fees, costs and expenses incurred to collect sanitary sewer service charges, including any such fees, costs and expenses incurred by Woodinville.
5. Whenever Woodinville, in its sole discretion, determines Woodinville may provide permanent sanitary sewer service to the Property, Woodinville shall provide at least ninety (90) days prior written notice to Northshore and the then present owner of the Property of its intent to provide sanitary sewer service to the Property and the effective date of such sewer service to the Property, and upon the effective date of such notice, title to and ownership of the sanitary sewer service will be transferred to Woodinville and the disconnection of the sanitary sewer system from Northshore's sewer system and connection to Woodinville's sanitary sewer system shall be at Woodinville's expense; thereafter the sanitary sewer system shall be maintained and operated by Woodinville as part of its public system and Woodinville shall provide sanitary sewer service to the Property in accordance with Woodinville's resolutions, rules and regulations, and as such resolution, rules and regulations may be amended and superseded. All fees and charges collected by Northshore for connection or service, prior to such transfer, shall be retained by Northshore. Upon such transfer, Woodinville shall pay Northshore any unpaid service charges due from the Property and the owner of the Property and Northshore shall assign all of its rights and interests to collect any unpaid sewer service fees and charges as of the date of transfer from and against the Property and the owner of the Property to Woodinville; provided, Northshore shall cooperate fully with



Woodinville in all efforts to collect any unpaid sanitary sewer service fees and charges, including joinder in lien foreclosure proceedings, if necessary; provided, further, Woodinville shall bear all fees, costs and expenses incurred to collect unpaid sewer service fees and charges, including any such fees, costs and expenses incurred by Northshore.

6. As a condition of service and prior to connection to Northshore's public sanitary sewer system, the owner of the Property shall provide Northshore with a copy of an executed agreement substantially in the form as shown in Exhibit "B" attached hereto and incorporated herein by this reference with the owner of the Property
7. This Agreement shall be effective on the date by which both Parties have executed this Agreement ("Effective Date").

B. Following its execution by the Parties, this Agreement shall be recorded in the King County Recorder's Office.

NORTHSHORE UTILITY DISTRICT

WOODINVILLE WATER DISTRICT

By:

  
Fanny Yee, General Manager

By:

\_\_\_\_\_  
Ken Howe, General Manager

Dated:

9-24-14

Dated:

\_\_\_\_\_



STATE OF WASHINGTON )  
COUNTY OF KING ) ss

I certify that I know or have satisfactory evidence that Fanny Yee is the person who appeared before me, and said person acknowledge that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the General Manager of the Northshore Utility District to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.



Dated: September 24, 2014

Signature Margaret D. Johanson

(Print name) Margaret D. Johanson

Notary Public in and for the State of Washington,  
my commission expires: 12-07-17

Residing at: Kenmore

STATE OF WASHINGTON )  
COUNTY OF KING ) ss

I certify that I know or have satisfactory evidence that Ken Howe is the person who appeared before me, and said person acknowledge that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the General Manager of the Woodinville Water District to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

Signature \_\_\_\_\_

(Print name) \_\_\_\_\_

Notary Public in and for the State of Washington,  
my commission expires \_\_\_\_\_

Residing at: \_\_\_\_\_

## EXHIBIT A

### REAL PROPERTY LEGAL DESCRIPTION

LOT 1, KING COUNTY SHORT PLAT NUMBER 678109, RECORDED UNDER RECORDING NUMBER 7904241065 BEING A PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON.

LOT 2, KING COUNTY SHORT PLAT NUMBER 678109, RECORDED UNDER RECORDING NUMBER 7904241065 BEING A PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES AS DESCRIBED AND DELINEATED IN SAID SHORT PLAT;

EXCEPT ANY PORTION THEREOF LYING WITHIN THE ABOVE DESCRIBED MAIN TRACT OF LAND.

LOT 3, KING COUNTY SHORT PLAT NUMBER 678109, RECORDED UNDER RECORDING NUMBER 7904241065 BEING A PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;

TOGETHER WITH AN EASEMENT T FOR INGRESS, EGRESS AND UTILITIES AS DESCRIBED AND DELINEATED IN SAID SHORT PLAT, .

EXCEPT ANY PORTION THEREOF LYING WITHIN THE ABOVE DESCRIBED MAIN TRACT OF LAND.

LOT 4, KING COUNTY SHORT PLAT NUMBER 678109, RECORDED UNDER RECORDING NUMBER 790424106 BEING A PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES AS DESCRIBED AND DELINEATED IN SAID SHORT PLAT;

EXCEPT ANY PORTION THEREOF LYING WITHIN THE ABOVE DESCRIBED MAIN TRACT OF LAND.

PARCEL A, CITY OF KIRKLAND LOT LINE ALTERATION NO.  
\_\_\_\_\_, RECORDED UNDER RECORDING NUMBER  
\_\_\_\_\_, RECORDS OF KING COUNTY, WASHINGTON.

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER AND ACROSS A PARCEL LYING 15 FEET, AS MEASURED AT RIGHT ANGLES ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTH HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27; THENCE NORTH  $88^{\circ}12'02''$  WEST ALONG THE SOUTH LINE THEREOF FOR 30.0 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH  $88^{\circ}12'02''$  WEST 370.0 FEET TO THE TERMINUS OF SAID LINE, ALSO;

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER AND ACROSS A PARCEL LYING SOUTHEASTERLY OF A CURVE, HAVING A RADIUS OF 25.00 FEET, BEING TANGENT WITH THE NORTH LINE OF SAID 30.00 FOOT STRIP AND TANGENT WITH THE WEST LINE OF THE EAST 30.00 FEET OF SAID EAST HALF, AND A PARCEL LYING NORTHEASTERLY OF A CURVE, HAVING A RADIUS OF 25.00 FEET, BEING TANGENT WITH THE SOUTH LINE OF SAID 30.00 FOOT STRIP, AND TANGENT WITH THE WEST LINE OF THE EAST 30.00 FEET OF SAID EAST HALF.

**EXHIBIT B**

**AGREEMENT FOR INTERIM SEWER SERVICE BETWEEN WOODINVILLE  
WATER DISTRICT AND PRIVATE PROPERTY OWNERS**

## **EXHIBIT B**

### **AGREEMENT FOR INTERIM SEWER SERVICE BETWEEN WOODINVILLE WATER DISTRICT AND PROPERTY OWNER**

This agreement ("Agreement") is made and entered into by and between Woodinville Water District, a special purpose municipal corporation ("Woodinville"), and \_\_\_\_\_, a \_\_\_\_\_ ("Owner") (individually a "Party" and collectively the "Parties") for the purposes set forth herein.

#### RECITALS

Whereas, Woodinville is authorized to provide sanitary sewer service to property located within its sewer service area, and Northshore Utility District, a special purpose municipal corporation ("Northshore") is authorized to provide sanitary sewer service to property located within its sewer service area; and

Whereas, Owner owns certain real property located within Woodinville's sanitary sewer service area as legally described on **Exhibit X** attached hereto and incorporated herein by this reference ("Property") which is being developed for residential use; and is commonly known as the Meritage Ridge Plat; and

Whereas, development of the Property will require extensions of the public water and sanitary sewer systems to make those utility services available to the Property; and

Whereas, Woodinville can provide water service to the Property by extension of its public water system; however, it is not presently financially feasible to extend Woodinville's public sanitary sewer system to serve the Property; and

Whereas, Northshore's public sanitary sewer system is in proximity to the Property and Northshore can provide interim sanitary sewer service to the Property and is willing to provide sewer service on an interim basis; and Woodinville will agree to allow Northshore to provide sewer service to the Property on an interim basis in accordance with the terms and conditions set forth in this Agreement, including the requirement if Woodinville in its sole discretion, determines Woodinville may provide permanent sewer service to the Property, upon notice to Northshore and the Owner, Northshore shall cease providing interim sewer service to the Property and the Owner will connect the Property to Woodinville's sewer system at Owner's expense and receive permanent sewer service to the Property from Woodinville, now, therefore,

#### AGREEMENT

In consideration of the terms and conditions set forth in this Agreement, the Parties agree as follows:

A. Interim Sewer Service. Woodinville agrees that, pursuant to the Agreement for Interim Sewer Service between Woodville and Northshore attached hereto as **Exhibit Y** and incorporated herein in full by this reference, the Owner may receive interim sewer service to the Property from Northshore under the following terms and conditions:

1. The Owner shall extend Northshore's public sanitary sewer system to the Property pursuant to Northshore's developer extension process incorporating Northshore's standards and specifications for sewer extensions.
2. As a condition of service and prior to connection to Northshore's public sanitary sewer system, the Owner shall pay to Northshore all fees and charges Northshore imposes as conditions of connection to its sewer system and shall also pay to the King County Department of Natural Resources and Parks - Wastewater Treatment Division (formerly METRO) all connection charges and sewer services fees and charges imposed by that agency.
3. Northshore shall provide sanitary sewer service to the Property on the same terms and conditions as it provides service to similar property within Northshore's boundaries and according to Northshore's resolutions, rules and regulations and as such resolution, rules and regulations may be amended and superseded, and Owner shall pay Northshore for such sewer service.
4. Whenever Woodinville, in its sole discretion, determines Woodinville may provide permanent sanitary sewer service to the Property, Woodinville shall provide Northshore and the Owner at least ninety (90) days prior written notice of its intent to provide sanitary sewer service to the Property and the effective date of such sewer service to the Property, and upon the effective date of such notice, title to and ownership of the sanitary sewer service shall be transferred to Woodinville and the Owner shall, at Owner's sole cost and expense, disconnect the sanitary sewer system to the Property from Northshore's sewer system and connect the Property to Woodinville's sanitary sewer system. Thereafter, Woodinville shall provide sanitary sewer service to the Property and the sanitary sewer system shall be maintained and operated by Woodinville as part of its public system. Woodinville shall provide sanitary sewer service to the Property in accordance with Woodinville's resolutions, rules and regulations, and as such resolution, rules and regulations may be amended and superseded, and Owner shall pay Woodinville for such sewer service, including all connection fees and charges Woodinville imposes as conditions of connection to its sewer system; Owner shall also pay to the King County Department of Natural Resources and Parks -



Wastewater Treatment Division (formerly METRO) all sewer services fees and charges imposed by that agency.

5. As a precondition to Woodinville providing water service to the Property, the Owner shall execute and provide this Agreement to Woodinville.

B. Recording. Following its execution by the Parties, this Agreement shall be recorded in the King County Recorder's Office, and the terms and conditions of this Agreement while in force and effect constitute a covenant running with the Property. This agreement shall be binding on the Parties and their assigns and successors in interest.

C. Waiver. No waiver by either Party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, or as a waiver of any subsequent breach of this Agreement by either party.

D. Notice. Any notice to be given pursuant to this Agreement shall be in writing and shall either be personally delivered or sent by certified mail, return receipt requested, postage prepaid to the appropriate Party as follows:

To District at:        District General Manager  
                             Woodinville Water District  
                             17238 NE Woodinville-Duvall Rd  
                             Woodinville, WA 98072

To Owner at:        \_\_\_\_\_  
                             \_\_\_\_\_  
                             \_\_\_\_\_  
                             \_\_\_\_\_

The Parties may change their address for the purposes of this notice provision by written notice to the other Party delivered pursuant to the requirements of this provision.

E. Attorneys' Fees. In the event of a dispute between the Parties concerning this Agreement, in the event of litigation, the prevailing Party shall be entitled to recover attorneys' fees and costs, including any such fees and costs incurred on appeal.

F. Law/Venue. Any litigation regarding this Agreement shall be filed in King County Superior Court, King County, Washington. Washington law shall apply to the interpretation and enforcement of this Agreement.

G. Effective Date. This Agreement shall be effective on the date by which both Parties have executed this Agreement ("Effective Date").

GEONERCO PROPERTIES WA, LLC

By: \_\_\_\_\_  
Its \_\_\_\_\_

Dated: \_\_\_\_\_

WOODINVILLE WATER DISTRICT

By: \_\_\_\_\_  
Ken Howe, General Manager

Dated: \_\_\_\_\_

STATE OF WASHINGTON )  
COUNTY OF KING )ss

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledge that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_ to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

Signature \_\_\_\_\_

(print name) \_\_\_\_\_

Notary Public in and for the State of Washington,  
my commission expires: \_\_\_\_\_

Residing at: \_\_\_\_\_

STATE OF WASHINGTON )  
COUNTY OF KING )ss

I certify that I know or have satisfactory evidence that Ken Howe is the person who appeared before me, and said person acknowledge that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the General Manager of the Woodinville Water District to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

Signature \_\_\_\_\_

(print name) \_\_\_\_\_

Notary Public in and for the State of Washington,  
my commission expires \_\_\_\_\_

Residing at: \_\_\_\_\_

**EXHIBIT X**  
**REAL PROPERTY LEGAL DESCRIPTION**

LOT 1, KING COUNTY SHORT PLAT NUMBER 678109, RECORDED UNDER RECORDING NUMBER 7904241065 BEING A PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON.

LOT 2, KING COUNTY SHORT PLAT NUMBER 678109, RECORDED UNDER RECORDING NUMBER 7904241065 BEING A PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES AS DESCRIBED AND DELINEATED IN SAID SHORT PLAT;

EXCEPT ANY PORTION THEREOF LYING WITHIN THE ABOVE DESCRIBED MAIN TRACT OF LAND.

LOT 3, KING COUNTY SHORT PLAT NUMBER 678109, RECORDED UNDER RECORDING NUMBER 7904241065 BEING A PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES AS DESCRIBED AND DELINEATED IN SAID SHORT PLAT;

EXCEPT ANY PORTION THEREOF LYING WITHIN THE ABOVE DESCRIBED MAIN TRACT OF LAND.

LOT 4, KING COUNTY SHORT PLAT NUMBER 678109, RECORDED UNDER RECORDING NUMBER 790424106 BEING A PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES AS DESCRIBED AND DELINEATED IN SAID SHORT PLAT;

EXCEPT ANY PORTION THEREOF LYING WITHIN THE ABOVE DESCRIBED MAIN TRACT OF LAND.

PARCEL      A,      CITY      OF      KIRKLAND      LOT      LINE      ALTERATION      NO.  
\_\_\_\_\_  
RECORDED UNDER RECORDING NUMBER \_\_\_\_\_  
RECORDS OF KING COUNTY, WASHINGTON.

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER AND ACROSS A PARCEL LYING 15 FEET, AS MEASURED AT RIGHT ANGLES ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTH HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27, THENCE NORTH 88°12' 02" WEST ALONG THE SOUTH LINE THEREOF FOR 30.0 FEET TO THE TRUE POINT OF

BEGINNING; THENCE CONTINUING NORTH  $88^{\circ}12' 02''$  WEST 370.0 FEET TO THE TERMINUS OF SAID LINE, ALSO;

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER AND ACROSS A PARCEL LYING SOUTHEASTERLY OF A CURVE, HAVING A RADIUS OF 25.00 FEET, BEING TANGENT WITH THE NORTH LINE OF SAID 30.00 FOOT STRIP AND TANGENT WITH THE WEST LINE OF THE EAST 30.00 FEET OF SAID EAST HALF, AND A PARCEL LYING NORTHEASTERLY OF A CURVE, HAVING A RADIUS OF 25.00 FEET, BEING TANGENT WITH THE SOUTH LINE OF SAID 30.00 FOOT STRIP, AND TANGENT WITH THE WEST LINE OF THE EAST 30.00 FEET OF SAID EAST HALF.

**EXHIBIT Y**

**AGREEMENT FOR INTERIM SEWER SERVICE BETWEEN WOODINVILLE  
WATER DISTRICT AND NORTHSORE UTILITY DISTRICT**





L1

TEMPORARY SEWER SERVICE AGREEMENT FOR  
INTERIM LIFT STATION  
AND  
COVENANT RUNNING WITH LAND

THIS AGREEMENT is made and entered into this 15th day  
of May, 1991, by and between \_\_\_\_\_  
NORTHSHORE SCHOOL DISTRICT NO. 417, Bothell, King County,

\_\_\_\_\_,  
their heirs, successors and/or assigns, hereinafter referred to  
as "owners", and Northeast Lake Washington Sewer & Water District  
of King County, Washington, a municipal corporation, hereafter  
called "district".

WHEREAS, owners own property located within the boundaries  
of the district but gravity sanitary sewage disposal service  
by the district is not presently available to it; and

WHEREAS, owners desire to construct temporary sewer  
facilities and to install a sewage lift station to serve the  
described property pending construction of permanent sewer  
facilities; and

WHEREAS, sewer service to owners' property can only be  
provided by a sewage lift station to be constructed on said  
property;

NOW, THEREFORE, in consideration of the mutual promises  
contained in this Agreement, it is agreed by the parties hereto  
as follows:

1. Owners are owners of real property situated in King  
County, Washington, which said real property is hereby encumbered  
with the covenants and benefited by the benefits described  
herein, which covenants shall be deemed covenants running with  
the land hereafter described, and binding upon said real  
property, its owners and their heirs, successors, devisees,  
and assigns. Said real property that is the subject matter of

9601800116

COPY

See Exhibit "A" attached hereto  
and incorporated herein by this  
reference

9110081096 9601800116

2. Owners desire to obtain temporary sanitary sewer service from district to said property until improvements are installed that will provide gravity sanitary sewer service, said real property being presently located within the boundaries of district. District is agreeable to contracting with said owners and with said real property for the providing of temporary sewer service, on the terms and conditions set forth herein, by permitting owners to install a sewage lift station and to construct a sewer line from owners' real property described hereinabove, and to discharge sanitary sewage from said property into the district's existing lines at:

124th Avenue Northeast

Said sewer service shall be authorized by district at said connection point temporarily until improvements are installed at a location that will benefit and provide gravity sewer service to subject property.

to the following:

A. Owners will apply for standard sewer service permit from district and pay all fees and connection charges therewith.

B. Owners will cause to be constructed by a licensed contractor, in accordance with plans prepared by or approved by engineers for the district, the sanitary sewer line, sewage lift station and all appurtenances thereto from owners' property to the connection point above specified, and shall pay any and all permit costs for work on any public roads, provide any easements required on easement forms approved by district and shall notify district when said construction of sanitary sewer facilities is taking place so that proper inspections can be made thereof by district personnel or engineers. Owners shall pay all costs of construction thereof, permit fees, engineering costs, restoration costs, inspection fees incurred by district, and all other costs and expenses incurred directly or indirectly in making said connection or that district may incur in planning, inspecting, supervising and administering this contract.

C. Owners understand and agree that maintenance and operation of the sewage lift station on owners' property shall be the sole and exclusive responsibility of owners. In the event owners do not maintain or repair the sewage lift station on owners' property, district shall have the right to enter upon said property, without notice, and to perform maintenance and repair on said lift station. District charges for said maintenance and repair shall be paid by owners and district retains the right to lien said property if said charges are not paid and to collect the same by foreclosure, including reasonable attorney's fees.

district from and against all losses and claims, demands, payments, suits, fines, actions, recoveries and judgments of every nature and discription brought and recovered against the district by reason of any act or omission of owners, agents or employees arising directly or indirectly from the installation, operation and use of said sewage lift station. Owners will, after reasonable notice of any such suit or action, defend and pay the expenses of defending any suit which may be commenced against the district arising therefrom.

E. District agrees to obtain permits for use of public roadways, if any, through district's franchise with King County or other applicable municipal agencies, any costs thereof to be paid by owners.

F. Owners will pay district a general facilities connection charge in the sum of \$ 38,100.64, in cash, prior to making said physical connection to the district sanitary sewer system.

G. Owners agree to abide by all rules, regulations, resolutions and policies of district as now in effect or as may be hereafter enacted, and acknowledges that district has the right to foreclose its sanitary sewer service lien for monthly sewer service charges and to take all action and to have all rights of enforcement of monthly sanitary sewer service charges as are granted to district by statute or adopted by district resolution, and, further, district shall have all rights, remedies, and privileges granted to district by statute or by district resolution with respect to owners and owners' real property. Said rights include the right to lien said property for unpaid sanitary sewer charges and to collect the same by foreclosure, including reasonable attorney fees.

9601800116

is hereafter formed by the district, which would include owners' real property, either by resolution, or by petition, owners and any subsequent owner, successor or assign, agree not to protest the same and agree to execute any petition for a Utility Local Improvement District that includes the real property, or any portion thereof, described herein. Said owners agree that in the event a Utility Local Improvement District is formed and assessments are imposed against owners' real property, or any portion thereof, that said assessment will not be protested or objected to on the basis that there has already been sewer service provided to all or any portion of said real property; however, district will grant credit in said event to said owners or owners' heirs, successors, devisees, or assigns, then determined assessment, for the amount of the general facilities connection charge paid by owners to district pursuant to this Agreement in amount as set forth above. In addition owners will connect to the sewer improvements constructed and installed pursuant to the creation of said Utility Local Improvement District at owners' expense, will pay the assessment levied upon said real property (which will be net of the credit above specified) in accordance with the special benefits the real property will derive from the improvements, will obtain a permit to disconnect the sanitary sewer line constructed from owners' real property to the district's line pursuant to this Agreement, and will disconnect said line. There will be no charge for such permit to disconnect said line. The line connection authorized by this Agreement shall be plugged at the property line to the satisfaction of the district.

5. In the event gravity sewage disposal service becomes



9110081096  
9601800116

available to owners' property from facilities installed by the district or by a developer pursuant to a developer extension contract with the district, owners will connect to said sewer improvements and will pay a local facilities connection charge in accordance with the special benefits the property will derive from the improvements (said local facilities connection charge does not include the general facilities connection charge paid by owners pursuant to Paragraph 3.F. above). In addition, owners will obtain a permit to disconnect the sanitary sewer line constructed from owners' real property to the district's line pursuant to this Agreement, and will disconnect said line. There will be no charge for such permit to disconnect said line. The line connection authorized by this Agreement shall be plugged at the property line to the satisfaction of the district.

6. Owners do hereby constitute the district's then attorney as the agent and attorney-in-fact for and on behalf of owners or owners' heirs, successors, devisees or assigns, to execute owners' names, or said owners' heirs, successors, devisees, or assigns names, to the petition for the formation of a Utility Local Improvement District when presented.

7. The undersigned owners warrant that they are the owners of the foregoing real property and that there are no other parties or persons necessary, proper or convenient to be joined as parties hereto that have not been named as owners hereinabove.

8. Owners agree to pay district an administrative fee for attorney fees and costs in preparing this Agreement, engineering and district personnel time and overhead and recording cost of this Agreement in the amount of Twenty Five Dollars (\$25.00)

By Ben H. Shastan  
President and Commissioner

OWNERS      NORTHSORE SCHOOL DISTRICT NO. 417

By William Ray  
Secretary/Board of Directors

By \_\_\_\_\_

By \_\_\_\_\_

STATE OF WASHINGTON )  
 ) SS  
COUNTY OF KING )

Barbara Cothorn and Dennis A. Ray  
signed this instrument and acknowledged it to be their free and  
voluntary act for the uses and purposes mentioned in the  
instrument.

Dated: May 15, 1991

Janet L. Ott  
NOTARY PUBLIC in and for the  
State of Washington,  
residing at Woodinville

My Appointment Expires: 6-12-94

EXHIBIT "A"

TO TEMPORARY SEWER SERVICE AGREEMENT FOR INTERIM LIFT  
STATION BETWEEN NORTHSHORE SCHOOL DIST. #417 AND  
NORTHEAST LAKE WASHINGTON SEWER & WATER DIST.

---

That portion of Section 16, Township 26 North, Range 5 East, Willamette Meridian, County of King, State of Washington, described as follows.

The SE1/4 of the NW1/4 of said section 16 EXCEPTING that portion lying northerly of the northerly margin of right of way for N.E. 160th Street as shown on Application No. CR-2919 granted to King Co.;

AND EXCEPTING that portion as described by Deed recorded under file No. 7609200722, records of King County;

AND EXCEPTING that portion as described in Lease No. 42111 to King County Water District No. 79;

ALSO EXCEPTING that water right under Application No. W-4147;

TOGETHER WITH AND SUBJECT TO;

Right of way for county roads under Applications No. CR-391 and CR-2919;

Right of way for powerline granted to City of Seattle under Applications No. 12915 and 13912. Containing 17.3 acres more or less.

9110081096

N29

NUD'S COPY -

Woodinville has original

RECEIVED

NOV 20 1997

Woodinville Water District

## After Recording Please Return To:

Attn: Bob Bieker  
 Woodinville Water District  
 P.O. Box 1390  
 Woodinville, WA 98072

USE as  
ORIGINAL

Kirkland Villa

FILED BY PNWT

Document Title(s):

Agreement for Interim Sewer Service

W3832-02

12/5

Reference Number(s) of Documents Assigned or Released:  
 (on page \_\_\_\_ of documents) N/A

Grantor(s) (last name first, then first name and initials):

1. Northshore Utility District

Grantee(s) (Last Name First, Then First Name And Initials):

1. Woodinville Water District

Legal Description (abbreviated: i.e. lot, block, plat of section, township, range):

That portion of the north 1/2 of the southwest 1/4 of the southwest 1/4 of section 22, township 26 north, range 5 east w.m., lying southerly of the boundary line established under recording no. 7407250109.

Additional legal is on page 3 of document

Assessor's Property Tax Parcel/Account Number:

222605-9021-5

Additional legal is on page 3 of document

Said document(s) were filed for record by Pacific Northwest Title as accommodation only. It has not been examined as to proper execution or as to its effect upon title.

c:\winword\devex\docblank\rec\_form.doc

Post-it? Fax Note	7671	Date	7-1-98	# of pages	5
To	CAROL CAMPBELL	From	BOB BIEKER	Co.	WWD
Co/Dept	WWD	Phone #	425-9104 x322	Fax #	425-4649

9710061219

### AGREEMENT FOR INTERIM SEWER SERVICE

This agreement between the Woodinville Water District, a special purpose municipal corporation ("Woodinville"), and the Northshore Utility District, a special purpose municipal corporation ("Northshore"), is dated this 3RD day of OCTOBER 1997.

Whereas, Woodinville is authorized to provide sewer service to customers located within its sewer service area, and Northshore is authorized to provide sewer service to customers within its boundaries; and

Whereas, property located within Woodinville's boundaries and its sewer service area known as Cambridge Heights and legally described on Exhibit "A", which is attached hereto and incorporated by reference herein (the "Property"), is being developed for residential use; and

Whereas, development of the Property will require extension of the public water and sewer system; and

Whereas, Woodinville can provide water service to the Property by extension of its public water system; however, Woodinville's public sewer system will not now be extended to serve the property; and

Whereas, Northshore's public sewer system is in proximity to the Property and Northshore can provide interim sewer service to the Property; now, therefore,

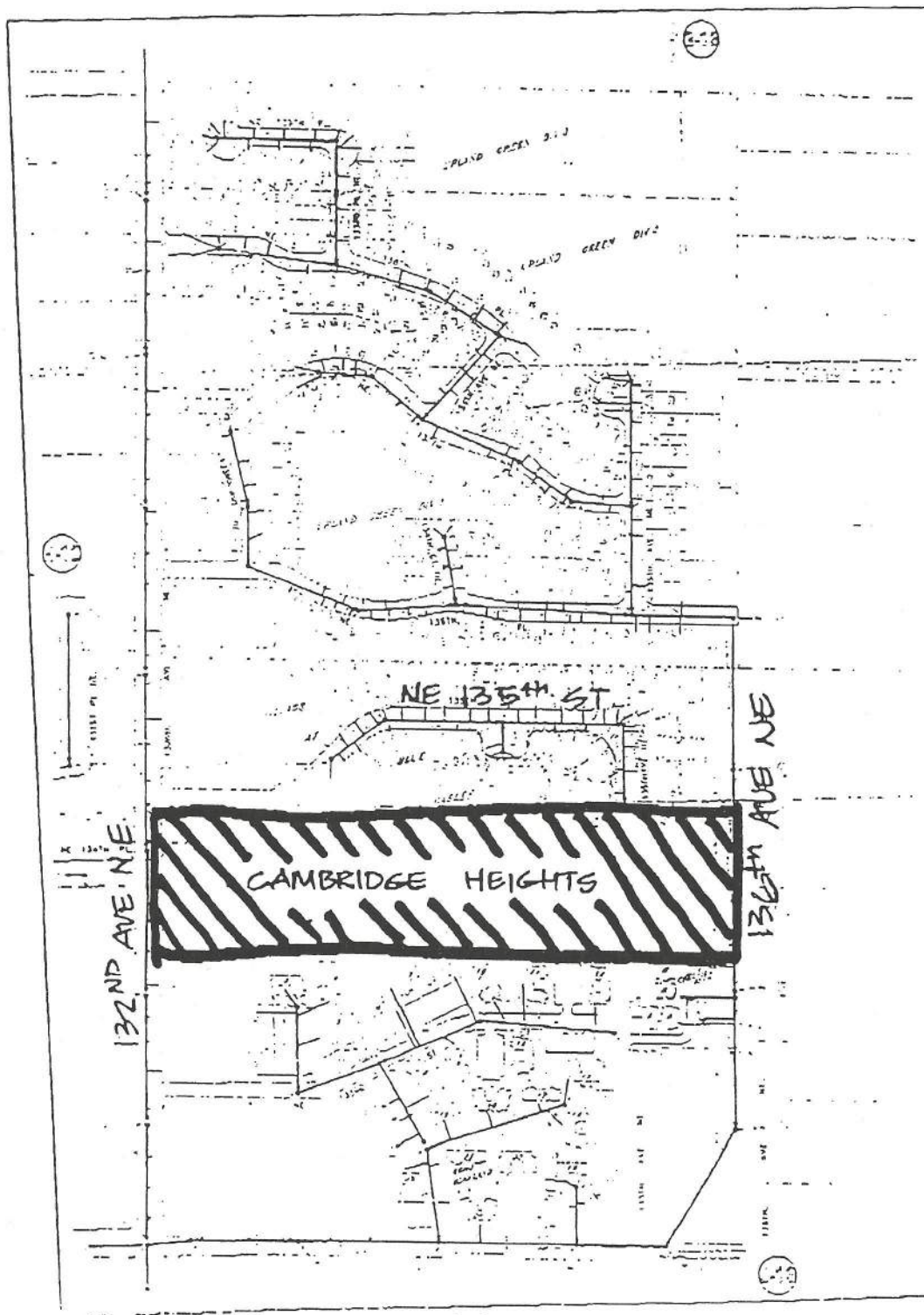
Woodinville agrees that Northshore can provide and Northshore agrees to provide interim sewer service to the Property under the following terms and conditions:

1. Northshore's public sewer system shall be extended to the Property pursuant to Northshore's developer extension process incorporating the more stringent of Northshore's or Woodinville's standards and specifications.
2. As a condition of service and prior to connection to Northshore's public sewer system, the Property shall pay to Northshore all fees and charges Northshore imposes as conditions of connection to its system and it shall pay to King County METRO all connection charges imposed by that agency.
3. Northshore shall provide service to the Property on the same terms and conditions as it provides service to similar property within Northshore's boundaries and according to Northshore's resolutions, rules and regulations.
4. Woodinville will cooperate fully with Northshore in all efforts to collect sewer service charges, including joinder in lien foreclosure proceedings, if necessary; provided Northshore bears all cost of collection.
5. Whenever Woodinville does provide permanent sewer service to the Property and upon notice from Woodinville, title to the sewer system will be transferred to Woodinville at Woodinville's expense; thereafter, the sewer system shall be maintained and operated by Woodinville as part of its public system.

9710061219



9710061219





**EXHIBIT A****LEGAL DESCRIPTION:**

THAT PORTION OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/2 OF SECTION 22, TOWNSHIP 26 NORTH, RANGE 5 EAST, W.M., LYING SOUTHERLY OF THE BOUNDARY LINE ESTABLISHED UNDER RECORDING NO. 740250109 DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 22; THENCE SOUTH 88°08'27" EAST, ALONG THE SOUTH LINE OF SAID NORTH 1/2 OF THE NORTH 1/2, A DISTANCE OF 30.00 FEET; THENCE NORTH 02°07'16" EAST, PARALLEL TO THE WEST LINE OF SAID SUBDIVISION, 4.60 FEET TO THE TRUE POINT OF BEGINNING OF THIS LINE DESCRIPTION; THENCE SOUTH 87°39'54" EAST, 366.00 FEET; THENCE SOUTH 87°50'48" EAST 842.00 FEET, MORE OR LESS, TO A POINT ON THE EAST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE TERMINUS OF THIS LINE DESCRIPTION, SAID POINT BEING 2.90 FEET SOUTH 02°02'02" WEST FROM THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTH 1/2 OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

9710061219

6. This agreement shall be recorded in the King County Office of Finance.

**NORTHSHORE UTILITY DISTRICT**

By [Signature]

(Print Name Here)

Its Commissioner

**WOODINVILLE WATER DISTRICT**

By [Signature]

(Print Name Here)

Its General Manager

By [Signature]

(Print Name Here)

Its President

By [Signature]

(Print Name Here)

Its Secretary

By [Signature]

(Print Name Here)

Its COMMISSIONER

By [Signature]

(Print Name Here)

Its Commissioner

Approved as to Form

By                     

Attorney for the District

N20

Return Address:  
Northshore Utility District  
18120 - 68 Ave NE  
Bothell, WA 98011s

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

**Document Title(s)** (or transactions contained therein): (all areas applicable to your document **must** be filled in)

NOTICE OF MINIMUM SEWER OUTLET ELEVATION  
MCKINLEY SHORT PLAT LOT 1

**Reference Number(s) of Documents assigned or released:**

Additional reference #'s on page of document

**Grantor(s)** (Last name first, then first name and initials)

1. TERRA del VERDE LLC

2.

3.

4.

Additional names on page \_\_ of document.

**Grantee(s)** (Last name first, then first name and initials)

1. NORTHSHORE UTILITY DISTRICT

2.

3.

4.

☐ Additional names on page \_\_ of document.

**Legal description** (abbreviated: i.e. lot, block, plat or section, township, range  
LOT 1 MCKINLEY SHORT PLAT (AF # 9807279014) (16-26-05)

**Assessor's Property Tax Parcel / Account Number:** NOT ASSIGNED YET

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

9903161535

**FILED for Record at Request of  
Northshore Utility District  
P.O. Box 82489  
Kenmore, WA 98028**

## NOTICE OF MINIMUM SEWER OUTLET ELEVATION

NORTHSHORE UTILITY DISTRICT  
KING COUNTY, WASHINGTON

NOTICE IS HEREBY GIVEN as follows:

1. The Northshore Utility District ("District") and the undersigned developer ("Developer") entered into a Developer Extension Agreement and Standard Specifications for Sewer Main Construction ("Agreement") dated the 15<sup>th</sup> day of JUNE, 1998, for the installation of sanitary sewer improvements to provide sewer service to the property described in the Agreement.
2. Pursuant to the Agreement, the Developer submitted and the District approved plans for the installation of the sewer improvements which are the subject of the Agreement. The District-approved plans provide for minimum outlet elevations to ensure required gravity service to the property referenced in the Agreement.
3. District sewer service shall only be available to the property by gravity sewer service at the minimum sewer outlet elevation for the parcel / lot described below.
4. This determination of minimum sanitary sewer outlet elevation shall be binding on the Developer and its successors, heirs, and assigns.

1  
Parcel / Lot

364.00  
Elevation

MC. KINLEY s/p (9801279014)  
Plat Name

KCAS  
Datum

Dated this 17<sup>th</sup> day of Aug, 1998

DEVELOPER / COMPANY TERESA DEL VERDE, LLC

By [Signature]

Its MANG. MEMBER

NORTHSHORE UTILITY DISTRICT

By [Signature]

Its GENERAL MANAGER

9903161535

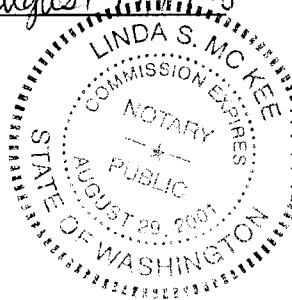
FILED for Record at Request of  
Northshore Utility District  
P.O. Box 82489  
Kenmore, WA 98028



STATE OF WASHINGTON )  
COUNTY OF King ) ss

I certify that I know or have satisfactory evidence that Daniel Duffuss  
William Richmond are the person~~s~~ who appeared before me, and said  
person~~s~~ acknowledged that they signed this instrument and acknowledged  
it to be their free and voluntary act for the uses and purposes mentioned  
in this instrument.

Dated: August 17, 1998



Linda S. McKee  
Notary Public in and for the State of Wash  
Residing at Seattle  
My appointment expires: 8/29/01

9903161535

**FILED for Record at Request of**  
**Northshore Utility District**  
P.O. Box 82489  
Kenmore, WA 98028

Addition to Sewer Developer Extension Agreement:

{Paragraph No.}. Notice of Minimum Finished Floor Elevations. The sewer service to the property which is the subject of this Agreement shall be provided by gravity sewer service. If required the Developer shall sign the Notice of Minimum Sewer Outlet Elevation form contained in this Agreement at the time of the execution of this Agreement. The District shall record such form with the King County Recorder's Office following the Developer's submission of plans for the proposed sewer improvements and the District's approval of such plans. The Notice shall indicate the minimum sewer outlet elevation for each affected parcel / lot therein which is the subject of this Agreement and shall provide notice to the Developer and its successors and assigns of such minimum sewer outlet elevations.

9903161535

**FILED for Record at Request of  
Northshore Utility District  
P.O. Box 82489  
Kenmore, WA 98028**

STATE OF WASHINGTON )  
 ) SS  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that RONALD A GEHRKE, signed this instrument, on oath stated that he is authorized to execute said instrument as General Manager of NORTSHORE UTILITY DISTRICT, and acknowledged said instrument as the General Manager of NORTSHORE UTILITY to be free and voluntary act of said corporation for the uses and purposes mentioned in said instrument. **DNN**



Dated: 3-12-99

*David Werner*

**CSL**

(Signature)

DAVID W WERNER

(Print Name)

Notary Public in and for the State of Washington,  
Commission Expires: 5-30-2002

9903161535

**FILED** for Record at Request of  
Northshore Utility District  
P.O. Box 82489  
Kenmore, WA 98028



# WOODINVILLE WATER DISTRICT

## INTERLOCAL AGREEMENTS INVENTORY

40278.02

6/1/2006

AGENCY	DOCUMENT	ON MAP	DATE	DESCRIPTION	ADDITIONAL INFO REQUIRED	COMMENTS
City of Bothell	B-1	X	Dec. 28, 1993	Interlocal Agreement for WWD to provide sewer service to a portion of Bothell		Exhibit A - No legal description, map is included
	B-2	X	Sep. 9, 1997	Interlocal Agreement for WWD to provide service to an area by connecting to Bothell Sewer Line		Exhibit A - No legal description, map is included
	B-3	X	Oct. 5, 1998	Interlocal Agreement for Bothell to provide service for property within WWD boundary		Exhibit A - No legal description, map is included
	B-4	X	Sep. 10, 2001	Agreement for Interim Sewer Service for WWD to provide sewer service to Ozegovic Short Plat	X	Exhibit A is legal description (with error) see K.C. Rec#9302231292, no map
	B-5		Oct. 15, 2001	Agreement for Interim Sewer Service for WWD to provide sewer service to Wolfe Ridge Short Plat	X	Wolfe Ridge Short Plat Agreement not signed

# WOODINVILLE WATER DISTRICT

## INTERLOCAL AGREEMENTS INVENTORY

40278.02

AGENCY	DOCUMENT	ON MAP	DATE	DESCRIPTION	ADDITIONAL INFO REQUIRED	COMMENTS
City of Woodinville	I - 1	X	Apr. 26, 1994	Agreement between WWD and McAuliffes for side sewer service	X	Exhibit A - Legal is Tax Lot Number and not adequate to locate property, map is included

# WOODINVILLE WATER DISTRICT

## INTERLOCAL AGREEMENTS INVENTORY

40278.02

AGENCY	DOCUMENT	ON MAP	DATE	DESCRIPTION	ADDITIONAL INFO REQUIRED	COMMENTS
Metro	M-1		21-May-90	Resolution No. 2744 amending the Agreement for Sewer Disposal dated May 17, 1973		Exhibit A - Amendment to Agreement for Sewage Disposal, no area described

# WOODINVILLE WATER DISTRICT

## INTERLOCAL AGREEMENTS INVENTORY

40278.02

AGENCY	DOCUMENT	ON MAP	DATE	DESCRIPTION	ADDITIONAL INFO REQUIRED	COMMENTS
NUD	N - 1	X	Nov. 20, 1969	Interim Sewer Service Agreement between KCWD 104, NE Lk. Wash Sewer District and AERO Kirkland Associates		Exhibit A - Legal description attached, no map
	N - 2		Feb. 19, 1970	Interim Sewer Service Agreement between KCWD 104 and NE Lk. Wash Sewer District		
	N - 3	X	June 16, 1971	Interim Sewer Service Agreement between KCWD 104, NE Lk. Wash Sewer District and the Boeing Company		Exhibit A - Legal description, no map
	N - 4		Apr. 4, 1977	Interim Sewer Service Agreement between KCWD 104 and NE Lk. Wash. Sewer District	X	Exhibit A - Totem Estates, K.C. file No. 7612070638, pg. 41 & 42, need map or metes and bounds legal description
	N - 5		Dec. 2, 1977	Authorization from KCWD 104 giving the right to NE Lk. Wash. Sewer District to serve parcel	X	Tx Lot 18, SW 1/4, 22-26-5, not an adequate legal to define location, no map
	N - 6		Dec. 15, 1978	Letter from WWD to NE Lk. Wash Sewer District releasing an area for sewer service	X	Kingsgate Vista & Kingsmoor - Legals not attached, no map

# WOODINVILLE WATER DISTRICT

(Continued)

40278.02

1/25/2006

AGENCY	DOCUMENT	ON MAP	DATE	DESCRIPTION	ADDITIONAL INFO REQUIRED	COMMENTS
NUD	N - 7		Dec. 12, 1979	Letter from WWD 104 permitting NE Lk. Wash. Sewer District to serve Hans VanDerHotten preliminary	X	Hans VonDerHotten Short Plat - Dec. 11, 1979 legal questionable, no map
	N - 8	X	Sep. 22, 1980	Resolution No. 1980-9-17, authorizing Interim Sewer Service Agreement permitting NE Lk. Wash. Sewer District to serve property in WWD 104 area		Exhibit A - Legal description same as N-9, no map, WD Res. 1082. Resolution was not clear
	N - 9	X	Dec. 15, 1980	Resolution No. 1132, authorizing Interim Sewer Service Agreement permitting NE Lk. Wash. Sewer District to serve property in WWD		Exhibit A - Legal description same as N-8, no map, SD Res. 1132. Resolution was not clear
	N - 10	X	Mar. 4, 1987	Sewer Service Agreement between NE Lk. Wash Sewer and Water District, WWD and DSHS		Exhibit A - Legal description attached, no map
	N - 11	X	July 10, 1995	Interim Sewer Service Agreement between WWD and NUD for sewer service to Allison Estates	X	Exhibit A - Legal description attached, no map "Allison Estates"
	N - 12	X	Oct. 3, 1997	Interim Sewer Service Agreement between WWD and NUD for sewer service to Cambridge Heights		Exhibit A - Legal description attached, map is included but not clear

# WOODINVILLE WATER DISTRICT

(Continued)

40278.02

1/25/2006

AGENCY	DOCUMENT	ON MAP	DATE	DESCRIPTION	ADDITIONAL INFO REQUIRED	COMMENTS
NUD	N - 13		Jan. 4, 1999	Interim Sewer Service Agreement between WWD and NUD for sewer service to McKinley Short Plat	X	Exhibit A - Legal description attached, need copy of plat of Winchester Hills, Div. 2, Vol. 151, Pg. 44-51 to locate parcel. "McKinley Short Plat"
	N - 14	X	Mar. 9, 2000	Interim Sewer Service Agreement between WWD and NUD for sewer service to 13025 NE 144th Pl, Kirkland, WA		Exhibit A - Legal description attached, map is included
	N - 15	X	Dec. 6, 2000	Interim Sewer Service Agreement between WWD and NUD for sewer service to NE 140th St./132nd Ave. NE, Kirkland, WA		Exhibit A - Legal description attached, map is included (not clear)
	N - 16	X	Sep. 13, 2004	Interim Sewer Service Agreement between WWD and NUD for sewer service to Perkins Lane		Exhibit A - Legal description attached, map is included
	N - 17			Interim Sewer Service Agreement between WWD and NUD for sewer service to Crescent Court		
	N - 18			Interim Sewer Service Agreement between WWD and NUD for sewer service to Norman Court		



# WOODINVILLE WATER DISTRICT

## INTERLOCAL AGREEMENTS INVENTORY

40278.02

AGENCY	DOCUMENT	ON MAP	DATE	DESCRIPTION	ADDITIONAL INFO REQUIRED	COMMENTS
City of Redmond	R - 1		Jul. 13, 1988	Interlocal Agreement for Service Area Boundary		Interlocal Agreement between City of Redmond and Woodinville Water District for utility service boundary described as NE 124th Street. Dated July 13, 1988
	R - 2		Jan. 22, 1990	Addendum to July 13, 1988, Interlocal Agreement for <b>water</b> service to Shadowbrook, Phase II		Addendum to July 13, 1988, Interlocal Agreement for <b>water</b> service to Shadowbrook, Phase II. Several Exhibits - Legal description attached, map is included (not clear)

## **Appendix G – EPA Asset Guidelines**

# Asset Management: A Best Practices Guide

## Introduction

<i>Purpose</i>	<p>This guide will help you understand:</p> <ul style="list-style-type: none"> <li>• What asset management means.</li> <li>• The benefits of asset management.</li> <li>• Best practices in asset management.</li> <li>• How to implement an asset management program.</li> </ul>
<i>Target Audience</i>	<p>This guide is intended for owners, managers, and operators of water systems, local officials, technical assistance providers, and state personnel.</p>

## Asset Management

**Asset management** is maintaining a desired level of service for what you want your assets to provide at the lowest life cycle cost. Lowest life cycle cost refers to the best appropriate cost for rehabilitating, repairing or replacing an asset. Asset management is implemented through an **asset management program** and typically includes a written **asset management plan**.

### Challenges faced by Water Systems

- Determining the best (or optimal) time to rehabilitate/repair/replace aging assets.
- Increasing demand for services.
- Overcoming resistance to rate increases.
- Diminishing resources.
- Rising service expectations of customers.
- Increasingly stringent regulatory requirements.
- Responding to emergencies as a result of asset failures.
- Protecting assets.

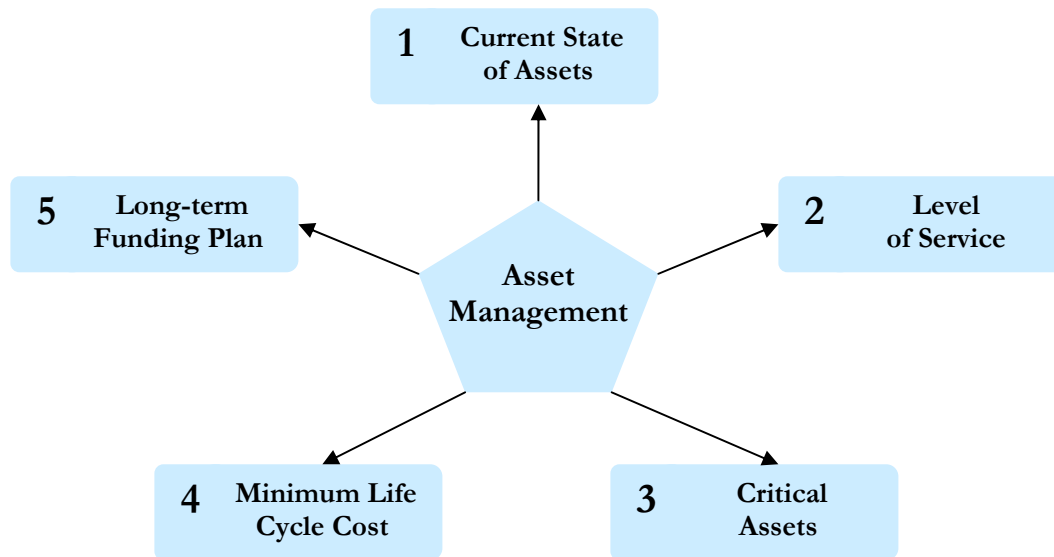
### Benefits of Asset Management

- Prolonging asset life and aiding in rehabilitate/repair/replacement decisions through efficient and focused operations and maintenance.
- Meeting consumer demands with a focus on system sustainability.
- Setting rates based on sound operational and financial planning.
- Budgeting focused on activities critical to sustained performance.
- Meeting service expectations and regulatory requirements.
- Improving response to emergencies.
- Improving security and safety of assets.

## Implementing Asset Management: Five Core Questions Framework

A good starting point for any size water system is the five core questions framework for asset management. This framework walks you through all of the major activities associated with asset management and can be implemented at the level of sophistication reasonable for a given system. These five core framework questions provide the foundation for many asset management best practices. Several asset management best practices are listed for each core question on the following pages. Keep in mind that these best practices are constantly being improved upon.

## Flow Chart: The Five Core Questions of Asset Management Framework



This flow chart shows the relationships and dependencies between each core framework question.

### 1. What is the current state of my system's assets?

The first step in managing your assets is knowing their current state. Because some of this information may be difficult to find, you should use estimates when necessary. Over time, as assets are rehabilitated, repaired or replaced, your inventory will become more accurate.

You should ask:

- What do I own?
- Where is it?
- What is its condition?
- What is its useful life?
- What is its value?

Best practices include:

- Preparing an asset inventory and system map.
- Developing a condition assessment and rating system.
- Assessing remaining useful life by consulting projected-useful-life tables or decay curves.
- Determining asset values and replacement costs.

## 2. What is my required “sustainable” level of service?

Knowing your required “sustainable” level of service will help you implement an asset management program and communicate to stakeholders what you are doing. Quality, quantity, reliability, and environmental standards are elements that can define level of service and associated system performance goals, both short- and long-term. You can use information about customer demand, data from utility commissions or boards, and information from other stakeholders to develop your level of service requirements. Your level of service requirements can be updated to account for changes due to growth, regulatory requirements, and technology improvements.

You should ask:

- What level of service do my stakeholders and customers demand?
- What do the regulators require?
- What is my actual performance?
- What are the physical capabilities of my assets?

Best practices include:

- Analyzing current and anticipated customer demand and satisfaction with the system.
- Understanding current and anticipated regulatory requirements.
- Writing and communicating to the public a level of service “agreement” that describes your system’s performance targets.
- Using level of service standards to track system performance over time.

## 3. Which assets are critical to sustained performance?

Because assets fail, how you manage the consequences of failure is vital. Not every asset presents the same failure risk, or is equally critical to your water system’s operations. Therefore, it is important to know which assets are required to sustain your water system’s performance. Critical assets are those you decide have a high risk of failing (old, poor condition, etc.) and major consequences if they do fail (major expense, system failure, safety concerns, etc.). You can decide how critical each asset is and rank them accordingly. Many water systems may have already accomplished this type of analysis in vulnerability assessments.

You should ask:

- How can assets fail?
- How do assets fail?
- What are the likelihoods (probabilities) and consequences of asset failure?
- What does it cost to repair the asset?
- What are the other costs (social, environmental, etc.) that are associated with asset failure?

Best practices include:

- Listing assets according to how critical they are to system operations.
- Conducting a failure analysis (root cause analysis, failure mode analysis).
- Determining the probability of failure and listing assets by failure type.
- Analyzing failure risk and consequences.
- Using asset decay curves.
- Reviewing and updating your system’s vulnerability assessment (if your system has one).

#### 4. What are my minimum life cycle costs?

Operations and maintenance (O&M), personnel, and the capital budget account for an estimated 85 percent of a typical water system's expenses. Asset management enables a system to determine the lowest cost options for providing the highest level of service over time. You want to optimize the work O&M crews are doing, where they are doing it, and why. An asset management program helps make risk-based decisions by choosing the right project, at the right time, for the right reason.

You should ask:

- What alternative strategies exist for managing O&M, personnel, and capital budget accounts?
- What strategies are the most feasible for my organization?
- What are the costs of rehabilitation, repair, and replacement for critical assets?

Best practices include:

- Moving from reactive maintenance to predictive maintenance.
- Knowing the costs and benefits of rehabilitation versus replacement.
- Looking at lifecycle costs, especially for critical assets.
- Deploying resources based on asset conditions.
- Analyzing the causes of asset failure to develop specific response plans.

#### 5. What is my best long-term funding strategy?

Sound financial decisions and developing an effective long-term funding strategy are critical to the implementation of an asset management program. Knowing the full economic costs and revenues generated by your water system will enable you to determine your system's financial forecast. Your system's financial forecast can then help you decide what changes need to be made to your system's long-term funding strategy.

You should ask:

- Do we have enough funding to maintain our assets for our required level of service?
- Is our rate structure sustainable for our system's long-term needs?

Some strategies to consider:

- Revising the rate structure.
- Funding a dedicated reserve from current revenues (i.e., creating an asset annuity).
- Financing asset rehabilitation, repair, and replacement through borrowing or other financial assistance.

#### Implementing Asset Management: Follow-up and Continuing Steps

The five core questions framework for asset management is the starting point for asset management. Beyond planning, asset management should be implemented to achieve continual improvements through a series of "plan, do, check, act" steps.

- Plan: Five core questions framework (short-term), revise asset management plan (long-term).
- Do: Implement asset management program.
- Check: Evaluate progress, changing factors and new best practices.
- Act: Take action based on review results.

**For additional information:** Call the Safe Drinking Water Hotline at 1-800-426-4791, visit the EPA Web site at <http://www.epa.gov/safewater/smallsystems> or contact your state drinking water representative.



# **Appendix H – Correspondence**

**DOE Comments and Response**

**NUD Comments**

**NUD-WWD Response**

**NUD Acknowledgement**

**UTRC Comments**

**UTRC-WWD Response**

## General Sewer Plan - Ecology Comment Sheet for Woodinville Utility District

GSP Revision Date: Sep-22  
GSP Contact: Patrick Sorensen

Reviewed By: Sean Wilson, P.E.  
Review Date: 12/31/2022

Comment No.	Page #	Section	Comment	Ecology Reviewer	GSP Response	GSP Responder	Ecology Acceptance Comments
1	General	N/A	Although it is not a requirement, it would be helpful to have a small callout on basin/focused figures to show where the drawing area is located within the broader WWD district boundaries.	Wilson	Revisions made - A inset Context Map has been included on figures that show less than the full District boundary.		
2	5, ii	N/A	Final version must have signature/date of the P.E. certifying the work in addition to their stamp as per WAC 196-23-020(1).	Wilson	Revisions made - Revision is signed and dated.		
3	20, 1-1	1.1	As required by WAC 173-240-050(3)(n), WWD must include a statement regarding compliance with NEPA if applicable. Such language is included for SEPA compliance in Appendix C. Does WWD expect any projects/work included within this GSP to trigger NEPA?	Wilson	Revisions made - Added statement to end of 1.1		
4	48, 1-29	1.7.B	It is recommended including a map that shows the relationship between existing unsewered areas and wellhead protection areas. As currently presented and discussed, it is difficult to determine if unsewered areas pose a risk to water wells (especially the emergency well operated by WWD near the district office).	Wilson	Revisions made - Added existing sewer mains to Figure 1.8 to illustrate well locations relative to active public conveyance.  It is outside of District's responsibility to assess the risk in unsewered areas to wells, except for their own well. The District maintains a wellhead protection zone around their well and samples accordingly to ensure water quality.		
5	52, 1-33	1.8	The general sewer plan must address the requirement of WAC 173-240-050(3)(h), which requires "A statement regarding provisions for treatment and discussion of the adequacy of the treatment." Although Ecology recognizes that the District does not own and operate a sewage treatment facility, it must still demonstrate in the general sewer plan the adequacy of treatment for all wastewater generated during the planning period. The plan must include sufficient discussion necessary to demonstrate that the District's agreements with King County will provide adequate treatment throughout the planning period. Please identify the capacity available to the District at the King County facilities for treatment and identify whether any agreements contain capacity constraints that may limit or otherwise constrain the city's ability to provide sewer service.	Wilson	Revisions made - Expanded Section 1.8 to clarify relationship. Added Appendix J with KCWTD Agreement.  The agreement does not have capacity limitations.		
6	89, 3-20	3.5.B	Please provide more clarity/justification for the difference between population growth rate and waste water generation. The paragraph below Table 3-1 provides some explanation but there can be a big difference between 1.5% and 1.0% growth. How precisely was this number established? What studies/calculation methods were used?	Wilson	Revisions made - Text expanded to further describe current growth projections and the use of Build Out (50 year) projections for sewer capacity. Tables added.		
7	90, 3-21	3.5.C	Table 3-2 does not provide sufficient information to ensure consistency with WAC 173-240-050(3)(i). Please update the table to address the following: the quantity of wastewater and periods of production, and the character of the industrial wastewater insofar as it may affect the sewer system or treatment plant.	Wilson	The District is responsible for receiving and routing wastewater from source to connection with KCWTD. KCWTD is responsible for sampling and monitoring. Table 3-3 provides data from summer use that indicates the quantity/loading strength as determined by KCWTD.		
8	90, 3-21	3.5.C	Please expand this section to include more detail on policies and practices related to coordinating with King County's Industrial Waste Program to ensure industrial facilities receive appropriate pretreatment permitting.	Wilson	Revision Made - Added paragraph describing the industrial waste program and KCWTD lead role in permitting and monitoring.		

Comment No.	Page #	Section	Comment	Ecology Reviewer	GSP Response	GSP Responder	Ecology Acceptance Comments
9	107, 4-17	4.5	Is Table 4-3 a summary of the analysis referenced in the paragraph above it? Can you please expand on which sewer basins in the Puget Sound area were used in the analysis and why they are representative for WWD?	Wilson	Revisions Made - Clarified that it was the basins within the study area and that the point being made is that we used 80 gpcd for sanitary only and then add I&I, instead of 100 gpcd including normal infiltration.		
10	109, 4-19	4.7	Table 4-4 appears to state that there variable I & I flow rates used depending upon the current age of the system. Since hydraulic modeling is done assuming a 50+ year useful life for assets, how does the modeling account for increased I & I as the systems age?	Wilson	No change needed - The modelling was done with higher I/I values than indicated during flow monitoring. The assumption being that I/I is not expected to increase as a function of age beyond the values used. This is valid due to the improvement in materials, installation and monitoring, especially in side sewer connections. As the industry has moved away from concrete pipe and short section side sewer tiles, typical I/I rates are decreasing and the age deterioration is progressing slower. Aging in the system is also coupled with repairs/replacement/upsizing of deteriorated concrete pipe with pvc and HDPE pipe.		

## Evan Henke

---

**From:** Steph Dennehy <sdennehy@nud.net>  
**Sent:** Thursday, December 22, 2022 10:58 AM  
**To:** Andi Thompson  
**Cc:** kmcdowell@woodinvillewater.com; Evan Henke  
**Subject:** RE: Woodinville Water District  
**Attachments:** Pages from WWD-2022 GSP-Chpts-Draft 053022.pdf

Andi,

We had our consultant (G&O) review the sewer plan, as we have recently started the process of updating ours as well. Here are the comments from the review:

1. WWD outlines four specific locations where they are ceding sewer service area to NUD. These areas appear to already be served by NUD. A figure outlining each of these areas would be helpful.
2. The WWD Figures 3-1 and 3-2 do not reflect NUD's current sewer service area, particularly in the area near NE 132<sup>nd</sup> Street and 132<sup>nd</sup> Avenue NE, where NUD already serves some of the parcels shown on the aforementioned figures. I have identified some of these areas on Figure 3-1 attached.
3. The WWD Plan suggests some areas of their Sewer Service Area will be "transferred" to NUD, but I'm not sure if this intended to be a permanent transfer, or a new ILA that allows WWD to serve it in the future. Some clarification on this seems appropriate.

Please let me know if you have any questions.

Thanks

**Stephen Dennehy, P.E.**

Engineering Director

**Direct:** (425) 521-3725 | **Cell:** (206) 660-2177  
Northshore Utility District | 6830 NE 185<sup>th</sup> St, Kenmore 98028 | [www.nud.net](http://www.nud.net)

---

**From:** Andi Seidel <Andi.Seidel@deainc.com>  
**Sent:** Monday, October 31, 2022 11:24 AM  
**To:** Steph Dennehy <sdennehy@nud.net>  
**Cc:** kmcdowell@woodinvillewater.com; Evan Henke <Evan.Henke@deainc.com>  
**Subject:** Woodinville Water District

**EXTERNAL EMAIL WARNING:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Mr. Dennehy,

We are working with the Woodinville Water District (District) on an updated General Sewer Plan (GSP). The District has approved the updated GSP and is seeking comments from all interested agencies. Please see the attached transmittal that has relevant link(s) for you to download and review as well as other notes specific to your office.

We were told you are the best contact person to submit the CSP. If this is not correct please let us know, or feel free to forward this e-mail along to the correct person. We would greatly appreciate having comments submitted back to us no later than December 23, 2022 at close of business.

If you have any questions please feel free to contact me at the numbers below or by e-mail. You may also reach out to Evan Henke, P.E. from our office at [evan.henke@deainc.com](mailto:evan.henke@deainc.com). Thank you for your time.

**Sincerely,**

**Andi Seidel, P.E. (NY)** | Senior Engineer IV, Water and Environment Business Unit

**David Evans and Associates, Inc.**

14432 SE Eastgate Way, Suite 400 | Bellevue, WA, 98007 | [www.deainc.com](http://www.deainc.com)

d: 425.519.6561 | c: 845.797.3570 | cisco: 22561 | [apse@deainc.com](mailto:apse@deainc.com) Pronouns: she/her/hers

ENERGY | LAND DEVELOPMENT | MARINE SERVICES | SURVEYING AND GEOMATICS | TRANSPORTATION | WATER AND ENVIRONMENT



DEA's commitment to our employees, clients, partners, and communities remains our priority during the COVID-19 pandemic. Our teams are continually adapting, with a great many working remotely. All of us are focused on achieving and exceeding our clients' expectations. Our mail correspondence is currently routed through our corporate headquarters. Please email me with urgent items to ensure timely response.



DAVID EVANS  
AND ASSOCIATES INC.

January 17, 2023

Stephen Dennehy, P.E.  
Northshore Utility District  
6830 NE 185th ST  
Kenmore, WA 98028

Via email: sdennehy@nud.net

**SUBJECT: WWD Sewer Plan – Comment Response**

Dear Stephen,

Thank you for your comments and the joint meeting to clarify your concerns. We have reviewed your comments and made text and figure revisions to further clarify the plan. Each of your comments is listed below followed by the actions taken to resolve.

**NUD Comments (12/22/22)**

1. WWD outlines four specific locations where they are ceding sewer service area to NUD. These areas appear to already be served by NUD. A figure outlining each of these areas would be helpful.
2. The WWD Figures 3-1 and 3-2 do not reflect NUD's current sewer service area, particularly in the area near NE 132<sup>nd</sup> Street and 132<sup>nd</sup> Avenue NE, where NUD already serves some of the parcels shown on the aforementioned figures. I have identified some of these areas on Figure 3-1 attached.
3. The WWD Plan suggests some areas of their Sewer Service Area will be "transferred" to NUD, but I'm not sure if this intended to be a permanent transfer, or a new ILA that allows WWD to serve it in the future. Some clarification on this seems appropriate.

**WWD Comment Response**

1. We have added sewer main piping and color coded to identify provider (WWD, NUD, Bothell) to Figures 3.1, 3.2 and 3.2a. We have added Figure 3.2a that specifically details the areas being removed. (See attached revised text and figures)
2. See response above.
3. We have added the second paragraph in Section 3.2.A to clarify WWD's intent. It is intended as a permanent action and to allow each agency more clarity in their respective planning efforts.

As discussed, WWD will provide SHP files in electronic format with the area limits shortly after approval of the Sewer Plan.





Sincerely,

**DAVID EVANS AND ASSOCIATES, INC.**

A handwritten signature in black ink, appearing to read 'E. Henke'. The signature is fluid and cursive, with the first letter 'E' being particularly large and stylized.

Evan Henke, PE  
Project Manager

Copies: WWD

Attachments/Enclosures: Chap 3 excerpt w/Fig 3.1, 3.2, 3.2a

Project Number: WWDI00001907

File Path: S:\CHSData\k-clients\14-WWD\2019\141907 - Sewer Comp Plan\Agency Review\NUD GSP Response 011623.docx

## Evan Henke

---

**From:** Steph Dennehy <sdennehy@nud.net>  
**Sent:** Wednesday, January 18, 2023 11:36 AM  
**To:** Evan Henke  
**Cc:** Christian Hoffman; Ken McDowell - WWD  
**Subject:** RE: WWD-GSP Revisions-Response to NUD

Evan,

The revised SSA appears to be generally in line with NUD's understanding. However, we are currently in the process of updating our wastewater comprehensive plan and will more thoroughly review this issue as part of this process.

Please let me know if you have any questions.

Thanks

**Stephen Dennehy, P.E.**

Engineering Director

**Direct:** (425) 521-3725 | **Cell:** (206) 660-2177  
Northshore Utility District | 6830 NE 185<sup>th</sup> St, Kenmore 98028 | [www.nud.net](http://www.nud.net)

---

**From:** Evan Henke <Evan.Henke@deainc.com>  
**Sent:** Tuesday, January 17, 2023 9:01 AM  
**To:** Steph Dennehy <sdennehy@nud.net>  
**Cc:** Christian Hoffman <christian@woodinvillewater.com>; Ken McDowell - WWD <kmcdowell@woodinvillewater.com>  
**Subject:** WWD-GSP Revisions-Response to NUD

**EXTERNAL EMAIL WARNING:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Stephen,

Attached is our written response to the plan review comments you provided and the resulting revisions to Chapter 3 concerning the revised SSA.

Please contact me with any questions or provide a letter with NUD's approval of the revised SSA.

Sincerely,

**Evan Henke, PE** | Sr. Associate

Sr. Project Manager | Water & Environment

**David Evans and Associates, Inc.**

14432 SE Eastgate Way, Suite 400 | Bellevue, WA, 98007 | [www.deainc.com](http://www.deainc.com)  
d: 425.586.9750 | c: 425.830.1775 | cisco: 22750 | [Evan.Henke@deainc.com](mailto:Evan.Henke@deainc.com)

ENERGY | LAND DEVELOPMENT | MARINE SERVICES | SURVEYING AND GEOMATICS | TRANSPORTATION | WATER AND ENVIRONMENT



DEA's commitment to our employees, clients, partners, and communities remains our priority during the COVID-19 pandemic. Our teams are continually adapting, with a great many working remotely. All of us are focused on achieving and exceeding our clients' expectations. Our mail correspondence is currently routed through our corporate headquarters. Please email me with urgent items to ensure timely response.



## **King County**

### **Utilities Technical Review Committee**

Department of Local Services

201 S Jackson Street

KSC-LS-0815

Seattle, WA 98104

[www.kingcounty.gov](http://www.kingcounty.gov)

## **Woodinville Water District, General Sewer Plan Update 2022 (Draft)**

Woodinville Water District (“District”) submitted a new Wastewater Comprehensive Plan (“Plan”) on October 31, 2022, for review by the King County Utilities Technical Review Committee (UTRC).

The existing District’s Sewer Service Area (SSA) covers 5,261 acres and combines the City of Woodinville UGA and the eastern portions of the cities of Bothell and Kirkland, as well as the northern portion of the City of Redmond’s UGA. The draft Plan reduces the sewer service area to 4,498 acres area to recognize areas being served by adjacent sewer providers through Interlocal Agreements. The District estimates its current service population at 8,500. The District conveys all sewage to King County Wastewater Treatment Division.

Staff has reviewed the Plan for local statutory requirements and impacts on service to residents in the unincorporated county. The UTRC has directed staff to prepare this comment letter, with the following changes or clarifications requested:

- 
1. Section 3.5 (Population and Growth): The Plan provides multiple growth projections; however, the plan states that the projections are not used for system planning because the infrastructure’s lifecycle is 50 years. Alternatively, an ultimate build-out is used. The text of the plan doesn’t identify what the ultimate build-out population or any related assumptions. Please provide clear information in the Plan that discusses the assumed future population on which the sewer system capacity and needs are based on.
  2. Chapter 8 – Capital Improvement Plan: The Improvement plan identifies 4 types of projects; 1) Condition based, 2) Routing Based, 3) Capacity based, and 4) Central Business District (CBD) based. The text in Chapter 9 (FINANCIAL) indicates that the Condition based projects will be financed within the first 6 years and the other project types, except for the CBD, would be financed within an 8 - 12-year span. The CBD projects would be financed as needed. One could conclude that the projects would be completed within the timeframe associated with identified financing. Is this a correct conclusion? If not, it would be beneficial to expand the discussion in Chapter 8 to include the anticipated timeframe for the projects through a standard 6-year and 20-year format. The 6-year capital facility needs would represent the needs related to existing deficiencies and the known growth. The extended 20-year capital

facility needs would represent those projects resulting from assumed growth within the longer time period; recognizing that a project may be move up to the 6-year CIP if conditions warrant.

3. Appendix C. SEPA Checklist and Determination: The SEPA Determination documentation is not provided in Appendix C. The final Plan must include this documentation.
4. Franchise Agreement: The franchise agreement has expired. The District has taken the necessary steps to continue to be eligible for ROW construction permits under the Code until there is time to negotiate a renewal franchise.
5. Reduction in Sewer Service Area: The draft Plan proposes to decrease the sewer service area to recognize the areas which are being provided service by adjacent sewer providers through inter-local agreements. The final plan should include correspondence from these adjacent service providers documenting acknowledgement of Woodinville Water District's reduced sewer service area.

---

The UTRC thanks you for the opportunity to review and comment on the draft plan. Please contact me at (206)263-373 or email [dcardwell@Kingcounty.gov](mailto:dcardwell@Kingcounty.gov) if you have any questions. The UTRC looks forward to reviewing the final document.

*Dan Cardwell*

12/23/2022

---

Dan Cardwell, Chair of the King County Utilities Technical Review Committee

Date



**DAVID EVANS  
AND ASSOCIATES INC.**

May 31, 2023

Dan Cardwell  
KC-Utilities Technical Review Committee  
201 S. Jackson St.  
Seattle, WA 98104

Via email: dcardwell@kingcounty.gov

**SUBJECT: WWD Sewer Plan – Comment Response**

Dear Dan,

Thank you for your comments and the joint meeting to clarify your concerns. We have reviewed your comments and made text and figure revisions to further clarify the plan. Each of your comments is listed below followed by the actions taken to resolve.

UTRC Comments (12/23/22)(Paraphrased) and Response

1. [Section 3.5] Clarify population used for Build Out assumptions.
  - a. Section 3.5 text and tables revised to show population used based on current zoning.
2. [Chapter 8 Capital Improvement Plan] 6 and 20 year groupings.
  - a. The listing in Chapter 8 and analysis in Chapter 9 combines to demonstrate that the District is capable of funding all CIP projects, within 20 years, provided that the current level of annual CIP funding is maintained each year. The Condition based improvements are the highest priority. The Capacity based improvements do not have a fixed schedule as they are unnecessary until growth triggers their need. The operational plan is to continue to monitor the flows and review incoming and revised connections, and then schedule the pipe capacity improvements as needed to provide service. It is possible that some of the capacity projects identified will not be required within the 20 year window.
3. [SEPA] Provide signed determination.
  - a. A signed DNS, the full SEPA and the distribution list is now included in Appendix C.
4. [Franchise Agreement] Statement – no direct action required
  - a. The District will continue to coordinate with King County to resolve.
5. [SSA revision] Provide correspondence
  - a. See Appendix H for communication. The District has had discussions with Northshore Utility District that did result in minor plan clarifications and map revisions.
  - b. The District has never received a response from the City of Bothell.

In addition to the elements discussed above several other revisions were incorporated into the plan in response to comments received from the Department of Ecology. The comments and responses are detailed in Appendix H.





Sincerely,

**DAVID EVANS AND ASSOCIATES, INC.**

A handwritten signature in cursive script, appearing to read 'E. Henke'.

Evan Henke, PE  
Project Manager

Copies: WWD

Attachments/Enclosures: GSP Final Resubmittal

Project Number: WWDI00001907

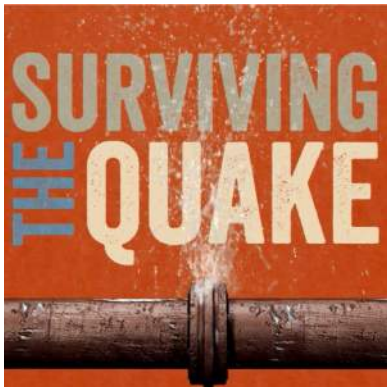
File Path: S:\CHSData\k-clients\14-WWD\2019\141907 - Sewer Comp Plan\Agency Review\UTRC GSP Response 053123.docx

## **Appendix I – Seismic Resilience Guide**

### **EPA EARTHQUAKE RESILIENCE GUIDE FOR WATER AND WASTEWATER FACILITIES**

# EARTHQUAKE RESILIENCE GUIDE for Water and Wastewater Utilities

Select a menu option below.



**Introduction  
and Video**



**Step 1.  
Understand the  
Earthquake Threat**



**Step 2.  
Identify Vulnerable  
Assets and Determine  
Consequences**



**Step 3.  
Pursue Mitigation and  
Funding Options**

Disclaimer: This guide is not intended to serve as regulatory guidance. Mention of trade names, products or services does not convey official United States Environmental Protection Agency (EPA) approval, endorsement or recommendation for use.



## Introduction and Video

### Step 1 Understand the Earthquake Threat

### Step 2 Identify Vulnerable Assets and Determine Consequences

### Step 3 Pursue Mitigation and Funding Options

## Introduction and Video

An earthquake is a sudden and violent shaking of the ground caused by movement within the earth's crust or by volcanic activity. While certain regions are more prone to seismic activity, earthquakes can occur anywhere in the country.

Earthquakes are difficult to predict and they may result in large-scale social and economic impacts.

The water sector is particularly vulnerable to earthquake damage and service disruptions. As stated in [Resilience by Design](#) from the Los Angeles Mayoral Seismic Safety Task Force, "the water system is the utility most vulnerable to earthquake damage, and that damage could be the largest cause of economic disruption following an earthquake."

By understanding the threat of earthquakes and the potential impacts to both the water infrastructure and the community, water utility owners and operators can make more informed decisions on earthquake mitigation options. While requiring financial investment, earthquake mitigation can significantly reduce or even prevent much costlier damages and economic impacts from future earthquakes. Also, the faster a water or wastewater utility recovers from an earthquake, the faster the community it serves can recover.

This guide helps water and wastewater utilities to be more resilient to earthquakes. It contains best practices from utilities that have used mitigation measures to address the earthquake threat. However, utilities should be cautious about proposing major seismic upgrades based solely on the information in this guide - a more detailed analysis is recommended. The guide is primarily meant to help:

- Utilities that know they are in earthquake-prone areas, but have not taken steps to address the hazard.
- Small and medium-sized utilities that need to better understand their seismic hazards.

There are three steps in this guide:

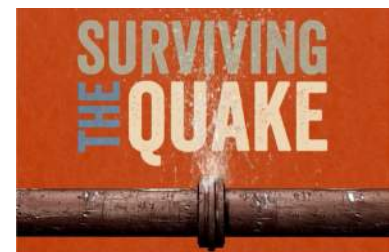
Step 1 - Understand the Earthquake Threat.

Step 2 - Identify Vulnerable Assets and Determine Consequences.

Step 3 - Pursue Mitigation and Funding Options.

Click the Surviving the Quake icon to watch a video about potential earthquake impacts to water systems.

**Estimated Annualized Earthquake Losses for the United States.** Losses are increasing due to more development in earthquake-prone areas, vulnerability of older infrastructure and increased public and private sector interdependencies. Estimated losses are \$6.1 billion per year with the largest in California (61%), Oregon and Washington (12%) and the central states (8%).



[Earthquake Resilience Video](#)



## Step 1. Understand the Earthquake Threat

**More than 143 million Americans, almost half the population of the United States, live in areas that are vulnerable to earthquakes.**

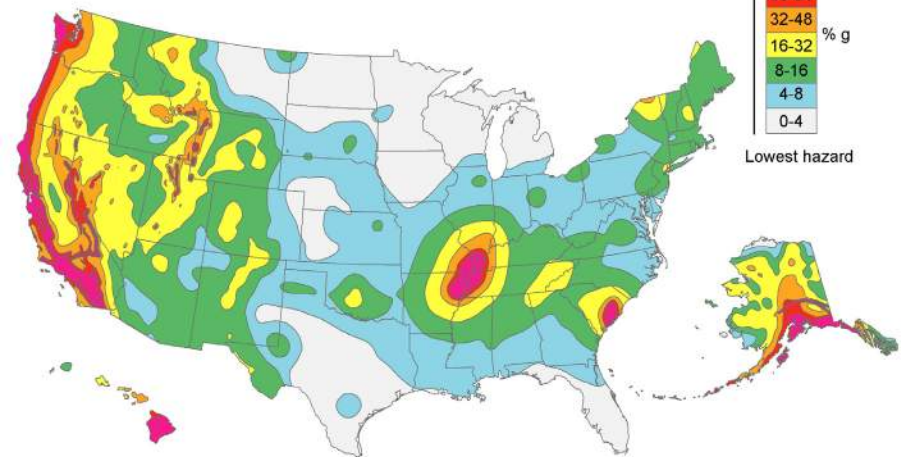
- The western United States is particularly vulnerable due to a large number of faults or fractures in the earth's crust.
- In the central United States, the New Madrid Seismic Zone is a significant threat to at least eight states.
- In the eastern United States, earthquakes are smaller in magnitude; however, South Carolina has a significant seismic hazard.
- Both Alaska and Hawaii are prone to major earthquakes.

With thousands located across the country, many water and wastewater utilities are in earthquake hazard areas.

### Is your Utility in an Earthquake Hazard Area?

- First, determine the earthquake threat to your utility. Use EPA's [Earthquake Interactive Maps](#) to locate your utility on the hazard maps.
- Then, contact your [state hazard mitigation officer](#) and work with your local mitigation planner. They may have already assessed and characterized your local earthquake hazard.

Click "Next" to learn about types of earthquakes.



[Click for Earthquake Interactive Maps](#)



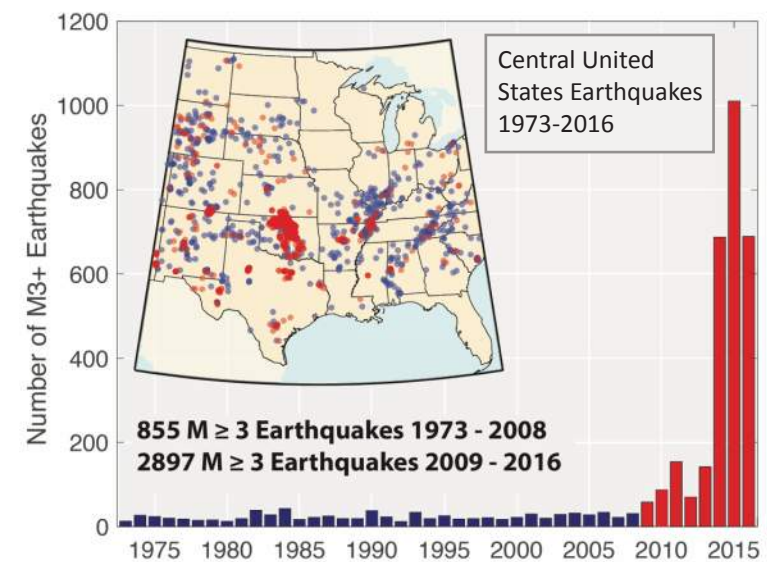
## Step 1. Understand the Earthquake Threat

### Types of Earthquakes

- **Natural Earthquakes.** Earthquakes occur on fault lines when rock bodies slip relative to each other. Seismic activity can happen deep in the earth or closer to the surface. The deepest earthquakes occur at subduction zones, where dense oceanic crust will sink, or subduct, under the lighter continental crust. Because of the large amount of seismic energy released at subduction zones, such earthquakes can shake the ground over many hundreds of miles. In contrast, crustal earthquakes are generally shallower. They can still cause intense shaking in more localized areas and are more likely to have fault displacement that ruptures the ground surface.
- **Induced Earthquakes.** Induced earthquakes are caused by human activity and may be triggered by such actions as impoundment of reservoirs, surface and underground mining, withdrawal of fluids and gas from the subsurface and injection of fluids into underground formations. For example, when injected fluid finds its way to a stressed earthquake fault, the fluid can prompt fault movement and induce earthquakes. In the central United States, the number of earthquakes has increased dramatically since 2009 based on United States Geological Survey data. Typically, the seismic intensity of induced earthquakes is relatively small and not likely to cause much damage to water and wastewater utilities. However, larger and potentially damaging induced earthquakes have occurred in the past.

**DETOUR**

[Learn about earthquake severity, or intensity scales](#)



[Natural and Induced Earthquakes > 3 Magnitude \(USGS, 2016 data\)](#)

Click "Next" to learn about the types of ground movement that affect utilities.



## Step 1. Understand the Earthquake Threat

### Types of Ground Movement

- **Shaking and Ground Displacement.** Earthquakes are characterized by shaking that can damage structures. Shaking may be increased or amplified by the type of topography. For instance, ground shaking is worse in basins with soft sediments (e.g., Seattle) than in mountainous regions. If you know your utility is located on soft soils, damage may be worse than expected. The ground can also displace horizontally or vertically at the faults. This can cause surface ruptures and breaks in piping and other utility assets that cross these ground displacements.
- **Liquefaction.** When earthquakes occur in areas that are saturated and have loose, sandy soils (e.g., by rivers, lakes), the shaking can turn the ground to liquid. This phenomenon, called liquefaction, can be very destructive to your utility because buildings can sink into the liquefied ground. Buried drinking water pipes also will sink, however sewer pipes, manholes and pump stations (assets partially filled with air) may float to the surface. After the earthquake, the liquefied soil will re-solidify, locking tilted buildings and broken connections into place. To help identify potential liquefaction areas, use the liquefaction maps in EPA's [Earthquake Interactive Maps](#) or contact your state geological survey office.
- **Lateral Spreading.** Lateral spreading is the sideways movement of liquefied soils on gentle slopes. This happens when liquefaction occurs in the subsurface layer, the movement of which can result in the opening of large fissures in the ground which can reach distances of several hundred feet. It can damage pipes, treatment facilities, wells, tanks and other water and wastewater assets. If the liquefied material is located far below the surface and there is a significant slope, the liquefied material and the ground surface can undergo significant down slope movement. This flow can particularly damage buried pipes and tanks.
- **Settling.** Earthquakes can cause the ground to change elevation and eventually settle. This is called ground subsistence and it can have serious impacts on water and wastewater systems, especially in locations dependent upon gravity flow. For example, in Christchurch, New Zealand, severe ground settlement of pipes prevented the proper flow of sewage.



Manhole floats from liquefaction



## Step 2. Identify Vulnerable Assets and Determine Consequences

Water and wastewater utilities are particularly vulnerable to earthquakes because of the extensive network of above and below ground pipelines, pump stations, tanks, administrative and laboratory buildings, reservoirs, chemical storage and treatment facilities.

For a drinking water system, an earthquake can cause hundreds ... even thousands ... of breaks in water pipelines, ruptures in storage and process tanks and the collapse of buildings. This can cause a loss of water system pressure, contamination and drinking water service disruptions for your customers.

A wastewater system can also expect infrastructure damage from an earthquake, including breaks in the collection system. Sewers and wastewater treatment plants tend to be built on ground which is subject to liquefaction. Damage can lead to sewage backups in homes and potential releases of untreated sewage into the environment.

To protect your utility, you will need to assess the potential damage to buildings and key assets. This step is broken into three actions:

- Action 1 – Inventory critical assets and plot them on hazard maps.
- Action 2 – Characterize critical assets, types of failures and consequences to your utility.
- Action 3 – Summarize results and prioritize mitigation.

Click “Next” to learn more about these three actions.

Ultimately, these actions will help you determine the types of mitigation measures and strategies that are worth considering. However, you still may require technical expertise and analysis from other professionals. State agencies, other utilities, consultants and free assessment tools may be helpful.



## Step 2. Identify Vulnerable Assets and Determine Consequences

### Action 1 – Inventory Critical Assets and Plot on Hazard Maps

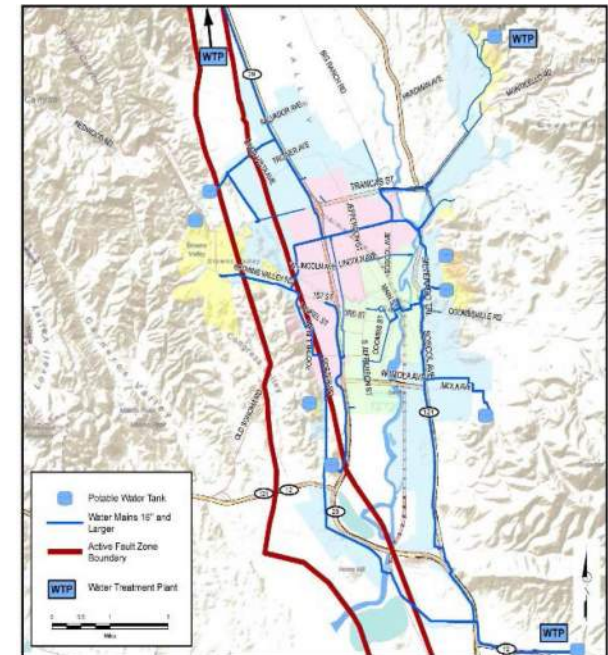
List and plot the location of your key assets on a seismic hazard map. Locate the assets relative to earthquake threats, including shaking, surface faults and liquefaction.

### Action 2 – Characterize Critical Assets, Types of Failures and Consequences to Your Utility

Characterize your building structures, pipelines, tanks, reservoirs, pumps, lift stations, wells, treatment facilities and power assets to determine their vulnerability. Note that the construction materials, design or age can make an asset particularly vulnerable. Other factors to consider when assessing possible asset failures and the consequences to your utility include:

- Potential for loss of power.
- Direct hazard to employee and public safety.
- Possible gas line ruptures and fires near utility assets.
- Impacts to firefighting and hospitals.
- Time for repairs.
- Availability and cost of spare parts.
- Need to provide emergency drinking water or alternate wastewater services.

Click “Next” to see how to characterize the vulnerability of your buildings and pipelines and then click “Next” again for tanks and reservoirs, pumps, lift stations and wells, treatment facilities and power assets.



Assets on Hazard Map

## Step 2. Identify Vulnerable Assets and Determine Consequences

### Action 2 – (continued)

**2a) Characterize Buildings.** Characterize the age and construction type of your buildings to determine their vulnerability to earthquakes. Note that building failure and collapse are critical dangers to your personnel. See the table to the right for summary information relating anticipated earthquake damage to building construction type (see [Association of Bay Area Governments Resilience Program](#)). Also, consult the American Society of Civil Engineers (ASCE) Standard 41-06 Seismic Rehabilitation of Existing Buildings (2007). In general, buildings older than 1995 are more vulnerable to earthquake damage.

Building Structure	Anticipated Damage
Unreinforced masonry	Severely cracked or collapsed walls. Separation between floors and walls jeopardize vertical support of roof and floor systems, leading to collapse
Unreinforced brick	Substantial damage
Tilt up concrete	Connection between the roof and walls can fail causing roof collapse
Non-ductile concrete frame	Lateral movement can strain frame with catastrophic consequences
Non-Structural elements (cladding)	Detach from building injuring people and impeding evacuation or access

**2b) Characterize Pipelines.** Characterize pipelines to determine vulnerability to earthquakes. Consider factors including pipe location, age, compatibility with soils, construction materials and number of joints. From ground shaking, pipes often crack at brittle joints or are crushed at the bell or pipe barrel. From liquefaction or lateral spreading, pipes often break or separate at the joints. For example, in the Kobe, Japan earthquake, more than half of the drinking water pipe failures were from joints pulling apart.



Crushed pipe

Drinking water pipes are commonly made with ductile iron (DI) (historically cast iron), welded steel, polyvinyl chloride (PVC), pre-stressed concrete or asbestos cement. Cast iron pipes have the highest break rate in both liquefaction and non-liquefaction areas. Asbestos cement pipes are known to have moderate to high vulnerability, especially in liquefaction areas.



Wastewater pipes are more prone to damage than drinking water pipes, however in terms of function, damaged sewer pipes may still be operational with some leakage. Wastewater pipes are typically made of reinforced concrete, PVC, vitreous clay and fiberglass. Such pipes and manholes may buoyantly float in liquefied soils, causing severe problems.

In general, pipelines are prone to failure at connections to aboveground structures, such as reservoirs, treatment plants, pump stations and at bridge or fault crossings.



## Step 2. Identify Vulnerable Assets and Determine Consequences

### Action 2 – (continued)

**2c) Characterize Tanks and Reservoirs.** Damage to storage tanks can occur from the actual shaking as well as the permanent ground deformation caused from liquefaction, landslides, etc. Types of damage include sliding on the foundation, elephant foot buckling for steel tanks, stretching of bars for wood tanks or cracking or shearing of walls for concrete tanks. Also, liquids in tanks or reservoirs can slosh and create forces on tank walls beyond the design capacity. In the 1994 Northridge earthquake, movement of a water tank caused the piping to sever. A steel tank at a utility in Los Angeles suffered elephant foot buckling from sloshing.



Severed pipe



Elephant foot buckling

**2d) Characterize Pumps, Lift Stations and Wells.** Pay particular attention to wastewater pump stations and booster pumps in liquefiable soils as they often float, which severs connecting piping. An inoperable lift station can cause wastewater to overflow and backup into residences and commercial buildings. Manholes may also float. For wells, ground movement, including liquefaction-induced lateral spreading, can bend casings, distort vertical shafts and disable well pumps.

**2e) Characterize Treatment Facilities.** Treatment structures at water and wastewater utilities have a wide variety of equipment, processes and chemicals. Wastewater treatment buildings tend to be near rivers in areas subject to liquefaction. Also (as in the 1989 Loma Prieta earthquake in California), clarifiers can be heavily damaged due to sloshing wastewater. In another example, an earthquake created a chemical spill that entered the collection system of a wastewater utility, which then caused the biological treatment process to fail. Coupled with the loss of power to the blowers, the secondary treatment system was inoperable for several weeks.



Damaged clarifier

**2f) Characterize Power Assets.** Maintaining electric power is key for both water and wastewater operations. Earthquake damage to power lines, transformers, generators and feeds will disrupt equipment functionality. Assets from both the power utility and the water and wastewater utility need to be assessed for possible failure and restoration.

## Step 2. Identify Vulnerable Assets and Determine Consequences

### Action 3 – Summarize results and prioritize mitigation

After completing Actions 1 and 2, summarize your asset vulnerability and consequences in a simple table such as the one below. Then, determine the “Priority for Mitigation” (last column) based on your best professional judgment and advice from government or private sector experts.

Critical Asset or Resource	Sample Evaluation Factors												Priority for Mitigation		
	Subject to liquefaction	Not seismically protected	May endanger employees	Close to earthquake fault	In earthquake hazard zone	Reliant on grid power	Materials, design or age make asset vulnerable	Impacts firefighting ability	Critical for clean water and sewage treatment	Enhances response and/or recovery	Failure may endanger public	Consequence	Low	Medium	High
Pump #5		✓		✓	✓	✓						Pump is the backup for Pump #6. Loss of pump could be handled by...		✓	
Cast iron pipe near treatment facility	✓	✓			✓		✓	✓	✓			Cast iron pipes fail at joints to above-ground buildings. Result in loss of system pressurization. No drinking water for weeks and limited water available for firefighting.			✓
Occupied building #1		✓	✓		✓	✓			✓			Building could collapse and endanger workforce.			✓



## Step 3. Pursue Mitigation and Funding Options

Consider mitigation actions and projects to help your utility better withstand an earthquake, minimize damage and rapidly recover from disruptions to service. An example is to replace vulnerable buried pipe with seismic resistant pipe. Such efforts can be part of a long term capital improvement and asset management plan. As one strategy, when you replace aging equipment after its design life, install seismic upgrades, which are typically not major added costs.

### Mitigation Options

Fortunately, many utilities have evaluated the threat of earthquakes and taken actions to mitigate damage. Explore some of these mitigation approaches, including several low cost options.



Mitigation for Immediate  
Life Safety



Mitigation for Key Systems  
in Hazard Areas



Mitigation through  
Emergency Response



Mitigation by Specific  
Asset



### Funding Options

Utilities have many options to implement and fund earthquake mitigation projects. Click Funding Options:



Funding Options



## Step 3. Pursue Mitigation and Funding Options

### Mitigation for Immediate Life Safety

✓	Mitigation Options	Cost
<b>1. Protect your employees</b>		
	a. Make sure employees know your emergency response plans and practice emergency action drills.	\$
	b. Maintain emergency generators (seismically certified) at employee locations to help mitigate widespread power outages.	\$\$
	c. Prevent collapse of occupied buildings. For seismic protection of new buildings, follow ASCE 7 Standard Minimum Design Loads for Buildings. To retrofit buildings (e.g., bracing or shear walls), follow ASCE 41-06 Seismic Rehabilitation of Existing Buildings.	\$\$\$
	d. Anchor equipment (e.g., computers, bookshelves) as well as laboratory equipment and chemical and fuel tanks.	\$
	e. Identify people who can perform post-earthquake building inspections for safety.	\$
<b>2. Protect the public from catastrophic failures of vulnerable storage tanks or reservoirs</b>		
	a. Seismically retrofit water tanks (e.g., anchoring to foundations).	\$\$\$
	b. Strengthen concrete tank walls, replace non-flexible connections and improve roof structures over large reservoirs.	\$\$\$
	c. For new tank installations in high risk seismic zones, determine if liquefaction or other permanent ground movements are possible. If so, stabilize the foundation to minimize movement. Design the tank height to safely account for sloshing forces during an earthquake.	\$\$\$
<b>3. Plan for emergency public health and firefighting</b>		
	a. Work with your community and state on an emergency plan for drinking water and sewage treatment (e.g., improvised chemical toilets).	\$
	b. Develop a plan for emergency sewage capability, including portable or improvised chemical toilets.	\$
	c. Plan for use of temporary bypasses to move wastewater flow away from the public following ground movement.	\$\$
	d. Address high consequence sewers like those that are difficult to repair (e.g., under rivers, highways or buildings).	\$\$\$
	e. Coordinate with firefighters on a plan to obtain alternate water supplies like swimming pools, reclaimed water and seawater.	\$

Cost Key (Ranks relative costs of mitigation measures - actual costs may differ for your utility)

\$ - Little to no cost. Some internal level of effort required, but no contractor support needed.

\$\$ - Moderate cost and complexity. Likely involves contractual costs.

\$\$\$ - High cost and complexity. Will require one or more contractors to implement this option.



## Step 3. Pursue Mitigation and Funding Options

### Mitigation for Key Systems in Hazard Areas

✓	Mitigation Options	Cost
	<b>1. Reinforce “backbone” of your utility (e.g., treatment facilities, transmission lines, large diameter pipelines and storage tanks)</b>	
	a. For a water system, consider installing isolation valves on main transmission lines. For pipes in areas with a moderate to high liquefaction hazard or that traverse active faults, replace with pipes designed to the specifications in Seismic Guidelines for Water Pipelines (ALA, 2005). In general, use steel with welded joints, high-density polyethylene (HDPE) pipes with fused joints, ductile iron with seismic joints and molecularly oriented PVC (PVCO) with restrained joints (American Water Works Association C909 PVCO Pressure Pipe, 4 In. through 24 In., for Water, Wastewater, and Reclaimed Water Service; 2010).	\$\$\$
	b. Design the backbone of your utility to supply water to critical facilities (e.g., hospitals and fire suppression points). This strategy might require special points of distribution or other ways to deliver water from the backbone. Also, consider quick fixes (e.g., temporary piping to maintain capability) in the short term as you wait for completion of expensive mitigation projects that may take years to implement.	\$\$- \$\$\$
	c. For a wastewater system, seismically harden major trunk lines and pump stations.	\$\$\$
	<b>2. Address liquefaction areas and fault lines</b>	
	a. Consider options to protect fixed water system assets, including improving soils with soil mixing, cement grouting, stone columns, piles, compaction or movement of assets into non-liquefaction areas. Consult geotechnical engineers and engineering geologists experienced in liquefaction hazard mitigation.	\$\$\$
	b. Position drinking water wells outside of seismic hazard zones if possible.	\$\$\$
	c. Require mitigation for key pipelines that cross known and active fault lines. Consider installing a bypass or temporary emergency pumping systems as well as replacing hard (inflexible) tank joints with soft (flexible) or ball joints to limit breakage.	\$\$\$

Cost Key (Ranks relative costs of mitigation measures - actual costs may differ for your utility)

\$ - Little to no cost. Some internal level of effort required, but no contractor support needed.

\$\$ - Moderate cost and complexity. Likely involves contractual costs.

\$\$\$ - High cost and complexity. Will require one or more contractors to implement this option.

Introduction  
and Video

**Step 1**  
Understand the  
Earthquake Threat

**Step 2**  
Identify Vulnerable  
Assets and Determine  
Consequences

**Step 3**  
Pursue Mitigation  
and Funding  
Options



## Step 3. Pursue Mitigation and Funding Options

### Mitigation through Emergency Response

✓	Mitigation Options	Cost
1. Plan for Response		
	a. Develop an emergency response plan (ERP) that includes procedures for earthquakes.	\$-\$
	b. Ensure that employees are trained on the ERP and periodically exercise its procedures to maintain an acceptable level of readiness. Also, train workers in the <a href="#">incident command system</a> so that utility responders can better coordinate with other local and state responders. Participate in community-wide earthquake preparedness training and exercises.	\$
	c. Consider back-up locations for your Emergency Operations Center and back-up systems for emergency communications (e.g., 800 MHz radios)	\$\$
	d. Consider preparing emergency "Go Kits" for employees and their families.	\$
	e. Establish and maintain a current list of key contacts and phone numbers for local agencies, contractor services support, material supply vendors and interdependent services within the community.	\$
	f. Coordinate earthquake preparedness activities with interdependent services within the community, such as power providers, and with critical customers, such as hospitals and major commercial entities.	\$
2. Maintain Assets for Response		
	a. Have adequate spare parts (e.g., temporary piping, pre-made hose bibs and hydrant cable connections), equipment and certified, trained staff to rapidly fix damage after an earthquake.	\$\$
	b. Address how power will be restored to pump stations (e.g., permanent or portable generators, portable pump connections and whether to own, share or contract fuel trucks for generators).	\$\$-\$\$\$
	c. Join a mutual aid network like the Water and Wastewater Agency Response Network (WARN). During the Napa earthquake, the Napa water utility used the California WARN to request seven teams from other utilities to help repair pipelines.	\$
	d. If appropriate, maintain a fleet of small water tanker trucks or water buffaloes and the fuel needed to operate them.	\$\$

Cost Key (Ranks relative costs of mitigation measures - actual costs may differ for your utility)

\$ - Little to no cost. Some internal level of effort required, but no contractor support needed.

\$\$ - Moderate cost and complexity. Likely involves contractual costs.

\$\$\$ - High cost and complexity. Will require one or more contractors to implement this option.

## Step 3. Pursue Mitigation and Funding Options

### Mitigation by Specific Asset

Click a photograph below and get information on specific earthquake mitigation options for that asset.



Pipes



Buildings



Treatment Facilities,  
Pumps, Lift Stations and  
Sewers



Basins, Reservoirs and  
Impoundments



Above Ground Storage  
Tanks



Power Supply and  
Electrical Components



Wells, Source Water and  
Dams





## Step 3. Pursue Mitigation and Funding Options

### Mitigation for Pipes

✓	Mitigation Options	Cost
<b>1. Above Ground Pipes</b>		
	a. Brace pipes with ties or other methods; provide flexibility and connections to hard points.	\$\$
<b>2. Underground Pipes – Non Liquefaction Areas</b>		
	a. Use modern pipe (e.g., DI, PVC) which is typically adequate for areas with small to moderate ground motions and no permanent ground deformation.	\$\$
	b. Replace vulnerable transmission and backbone piping first before distribution piping. For vulnerable pipelines, consider installing redundant pipes in locations with less seismic activity.	\$\$\$
<b>3. Underground Pipes – Liquefaction Areas</b>		
	a. Use seismic resistant pipe such as steel with welded joints, HDPE with fused joints, DI with seismic joints or molecularly oriented PVC with restrained joints (AWWA C909) for transmission pipelines subject to ground deformation from liquefaction and landslides.	\$\$
	b. Slip line existing pipe with HDPE to decrease the pipe's vulnerability.	\$\$
	c. Replace pipes in accordance with Seismic Guidelines for Water Pipelines (ALA, 2005) in areas with moderate to high liquefaction or that traverse active faults.	\$\$\$
	d. Consider changing pipe alignment to avoid liquefiable areas or replace with new pipe. Intake pipes are often susceptible to liquefaction. Stabilization of soils (e.g., deep soil mixing and stone columns) is possible, but expensive.	\$\$\$
	e. Install portable facilities (e.g., hoses, pumps) to allow pipelines to bypass areas of liquefaction.	\$\$

Cost Key (Ranks relative costs of mitigation measures - actual costs may differ for your utility)

\$ - Little to no cost. Some internal level of effort required, but no contractor support needed.

\$\$ - Moderate cost and complexity. Likely involves contractual costs.

\$\$\$ - High cost and complexity. Will require one or more contractors to implement this option.

Introduction  
and Video

**Step 1**  
Understand the  
Earthquake Threat

**Step 2**  
Identify Vulnerable  
Assets and Determine  
Consequences

**Step 3**  
Pursue Mitigation  
and Funding  
Options





## Step 3. Pursue Mitigation and Funding Options

### Mitigation for Buildings

Follow ASCE 7 for new buildings and ASCE 41-06 for retrofitting of buildings. Retrofits could be accomplished by adding new seismic bracing or shear walls. Do not forget to anchor equipment within buildings (e. g., computers, bookshelves and vending machines). You can find additional suggestions in the [Association of Bay Area Governments Resilience Program](#) or ASCE 41-06.

✓	Mitigation Options	Cost
	<b>1. Unreinforced Masonry Buildings</b>	
	a. Tie walls to floor and ceiling elements or anchor unsupported masonry walls, install bracing or apply wall overlays to add strength.	\$\$\$
	<b>2. Non-Ductile Concrete Frame Buildings</b>	
	a. Add interior walls or jacketing or wrap concrete structural columns for strength and ductility.	\$\$\$
	<b>3. Tilt-up Concrete Building</b>	
	a. Bracket the walls to the roof.	\$\$

Cost Key (Ranks relative costs of mitigation measures - actual costs may differ for your utility)

\$ - Little to no cost. Some internal level of effort required, but no contractor support needed.

\$\$ - Moderate cost and complexity. Likely involves contractual costs.

\$\$\$ - High cost and complexity. Will require one or more contractors to implement this option.

Introduction  
and Video

**Step 1**  
Understand the  
Earthquake Threat

**Step 2**  
Identify Vulnerable  
Assets and Determine  
Consequences

**Step 3**  
Pursue Mitigation  
and Funding  
Options



## Step 3. Pursue Mitigation and Funding Options

### Mitigation for Treatment Facilities, Pumps, Lift Stations and Sewers

✓	Mitigation Options	Cost
1. For Both Liquefaction and Non Liquefaction Areas		
	a. Anchor or brace pumps, process and lab equipment.	\$
	b. Maintain seismically certified (see the International Building Code) emergency generators at key facilities to help mitigate widespread power outages.	\$\$
2. For Liquefaction Areas		
	a. Consider mitigation approaches, including improving soils with soil mixing, cement grouting, stone columns, compaction and piles for treatment facilities. Piping associated with treatment facilities may also benefit from these strategies.	\$\$\$
	b. Provide flexible connections for pipeline connections to pump stations.	\$\$-\$
	c. Consider what design might be best for new sewers in liquefiable soils, as sewers and manholes will float during an earthquake. HDPE with tie downs is one alternative, another is adding concrete to manholes to reduce their buoyancy.	\$\$

Cost Key (Ranks relative costs of mitigation measures - actual costs may differ for your utility)

\$ - Little to no cost. Some internal level of effort required, but no contractor support needed.

\$\$ - Moderate cost and complexity. Likely involves contractual costs.

\$\$\$ - High cost and complexity. Will require one or more contractors to implement this option.

Introduction  
and Video

**Step 1**  
Understand the  
Earthquake Threat

**Step 2**  
Identify Vulnerable  
Assets and Determine  
Consequences

**Step 3**  
Pursue Mitigation  
and Funding  
Options



## Step 3. Pursue Mitigation and Funding Options

### Mitigation for Basins, Reservoirs and Impoundments

✓	Mitigation Options	Cost
<b>1. For Both Liquefaction and Non Liquefaction Areas</b>		
	a. Reinforce concrete structures, strengthen concrete tank walls, use flexible connections to pipes (e.g., ball joints) and improve roof structures over large reservoirs.	\$\$\$
	b. Strengthen reservoirs by buttressing basin walls.	\$\$\$
	c. Increase capacity for buried, seismically-protected drinking water storage. Consider redundancy of these assets for the short term, but you will need to evaluate cost effectiveness.	\$\$\$
	d. Replace hard (inflexible) tank joints with soft (flexible) joints to limit breakage especially where tank wall uplift is anticipated (e.g., unanchored tanks).	\$\$
	e. Anchor older pre-stressed concrete tanks with seismic cables.	\$\$
	f. Use AWWA Standards D100-10 (Welded Carbon Steel Tanks for Water Storage, 2010) D110-13 (Wire and Strand Wound, Circular, Prestressed Concrete Water Tanks, 2013) and D115-06 (Tendon Prestressed Concrete Water Tanks, 2006). For concrete tanks and basins, use ACI 350-06 (Code Requirements for Environmental Engineering Concrete Structures, 2006).	\$

Cost Key (Ranks relative costs of mitigation measures - actual costs may differ for your utility)

\$ - Little to no cost. Some internal level of effort required, but no contractor support needed.

\$\$ - Moderate cost and complexity. Likely involves contractual costs.

\$\$\$ - High cost and complexity. Will require one or more contractors to implement this option.

Introduction  
and Video

**Step 1**  
Understand the  
Earthquake Threat

**Step 2**  
Identify Vulnerable  
Assets and Determine  
Consequences

**Step 3**  
Pursue Mitigation  
and Funding  
Options



## Step 3. Pursue Mitigation and Funding Options

### Mitigation for Above Ground Storage Tanks

✓	Mitigation Options	Cost
<b>1. Water Tanks</b>		
	a. Conduct site-specific subsurface investigations for new tank installations in high seismic zones to determine the potential for permanent ground movements. If the site has a moderate to high potential for movement, use steel tanks rather than concrete unless the hazard is mitigated.	\$\$\$
	b. Reinforce the foundation on large horizontal tanks. Some unanchored tanks will sustain damage where they connect to fixed piping.	\$\$\$
	c. Consider automatic shutoff valves on tanks. Use only on tanks in pressure zones with multiple reservoirs and feeds.	\$\$
	d. Seismically retrofit water tanks, which can include anchoring to foundations, strengthening concrete tank walls, replacing non-flexible pipe connections and improving roof structures over large reservoirs.	\$\$\$
<b>2. Chemical Tanks</b>		
	a. Anchor or restrain chlorine containers and chemical tanks.	\$

Cost Key (Ranks relative costs of mitigation measures - actual costs may differ for your utility)

\$ - Little to no cost. Some internal level of effort required, but no contractor support needed.

\$\$ - Moderate cost and complexity. Likely involves contractual costs.

\$\$\$ - High cost and complexity. Will require one or more contractors to implement this option.

Introduction  
and Video

**Step 1**  
Understand the  
Earthquake Threat

**Step 2**  
Identify Vulnerable  
Assets and Determine  
Consequences

**Step 3**  
Pursue Mitigation  
and Funding  
Options



# Step 3. Pursue Mitigation and Funding Options

## Mitigation for Power Supply and Electrical Components\*

✓	Mitigation Options	Cost
1. Power Supply		
	a. Consider purchasing or renting seismically-certified backup power generators. Fixed generators and associated systems must be anchored.	\$\$
	b. Have portable generators available to dispatch with capacities determined and plug-ins designed for specific facilities.	\$\$
	c. Test emergency power options regularly.	\$
	d. Communicate with your power company to prioritize electricity restoration to water and wastewater utilities.	\$
2. Electrical Components		
	a. Add electrical redundancy at treatment plants. Note that multiple feeds may come from the same high voltage substation, which may itself be vulnerable to earthquakes.	\$
	b. Install new anchorages for transformers and reroute electrical boxes.	\$\$

\*Refer to [Power Resilience Guide for Water and Wastewater Utilities](#) for additional suggestions.

Cost Key (Ranks relative costs of mitigation measures - actual costs may differ for your utility)  
 \$ - Little to no cost. Some internal level of effort required, but no contractor support needed.  
 \$\$ - Moderate cost and complexity. Likely involves contractual costs.  
 \$\$\$ - High cost and complexity. Will require one or more contractors to implement this option.

Introduction  
and Video

Step 1  
Understand the  
Earthquake Threat

Step 2  
Identify Vulnerable  
Assets and Determine  
Consequences

Step 3  
Pursue Mitigation  
and Funding  
Options



## Step 3. Pursue Mitigation and Funding Options

### Mitigation for Wells, Source Water and Dams

✓	Mitigation Options	Cost
<b>1. Wells</b>		
	a. Consider locating wells outside of seismic hazard zones. Wells are vulnerable if exposed to ground deformation from liquefaction, fault activity and landslides.	\$\$-\$\$\$
	b. Design the upper casing (approximately 40 feet) to resist all imposed loads due to liquefaction and/or lateral spread.	\$\$
	c. Use stainless steel screens rather than slotted casings to avoid corrosion failures that can result in a loss of capacity or water quality issues.	\$\$
	d. Provide well discharge piping with the ability to accommodate differential settlement between the well head and buried pipe.	\$\$
<b>2. Source Water</b>		
	a. Explore a diversity of water sources (e.g., river, groundwater or reservoir) and associated supporting facilities. Certain water sources may be more vulnerable to earthquakes.	\$\$-\$\$\$
<b>3. Dams</b>		
	a. Assess dam vulnerability with an expert. The consequence of dam failure can be very high in terms of public safety.	\$\$\$

Cost Key (Ranks relative costs of mitigation measures - actual costs may differ for your utility)  
 \$ - Little to no cost. Some internal level of effort required, but no contractor support needed.  
 \$\$ - Moderate cost and complexity. Likely involves contractual costs.  
 \$\$\$ - High cost and complexity. Will require one or more contractors to implement this option.

Introduction  
and Video

**Step 1**  
Understand the  
Earthquake Threat

**Step 2**  
Identify Vulnerable  
Assets and Determine  
Consequences

**Step 3**  
Pursue Mitigation  
and Funding  
Options



## Step 3. Pursue Mitigation and Funding Options

### Funding Options

**Become Eligible for Funding by Joining Local Mitigation Efforts.** Local governments are required to develop hazard mitigation plans and have strategies in place to mitigate the effects of natural disasters, including earthquakes. Be sure that local mitigation plans include language about mitigating earthquakes at your utility so that proposed mitigation projects become eligible for federal funding. Also, adopt seismic design standards for new facilities, so that if the facility is damaged in an earthquake, the Federal Emergency Management Agency (FEMA) will reimburse you to the adopted standard. How can you partner with your local mitigation planner? Check out EPA's [Hazard Mitigation Guide for Natural Disasters](#).

**Federal Funding for Mitigation Projects.** Receiving federal funding for an earthquake mitigation project often requires diligence, good connections with local mitigation planners and a strong application. To help utilities understand and obtain federal disaster and mitigation funds, EPA developed [Fed FUNDS](#). Fed FUNDS can help you quickly screen for applicable funding programs from FEMA, EPA, the United States Department of Housing and Urban Development (HUD), the United States Department of Agriculture (USDA) and the Small Business Administration (SBA). It also provides examples of successful utility applications and tips to get funding.

FEMA has three individual programs to fund mitigation projects for earthquake resilience:

- Public Assistance (PA) Grant Program.
- Hazard Mitigation Grant Program (HMGP).
- Pre-Disaster Mitigation (PDM) Program.

Each program has specific project eligibility and funding requirements. Typically, the proposed mitigation projects must go through a benefit-cost analysis and show clear benefits. See the [FEMA STAPLEE](#) Method for a formal benefit-cost review used for FEMA funded projects.



*Utilities in Utah became involved in their local hazard mitigation process and ended up receiving significant FEMA and Bureau of Reclamation funds for earthquake mitigation.*

#### **When evaluating the mitigation approaches, consider:**

- Effectiveness in mitigating asset damage.
- Practicality in implementing mitigation options.
- Costs, including capital, operations and maintenance.

## Step 3. Pursue Mitigation and Funding Options

### Funding Options

**Develop a Plan to Implement Earthquake Mitigation Projects.** The plan should identify the actions to implement the project, the time to complete the project, the lead person or agency responsible for taking the actions and the costs and funding sources (e.g., grant funds or capital expenditures). The plan should reflect a long-term commitment to the project. Depending on the size, cost and complexity, some mitigation actions may be completed through internal work orders, capital improvement planning or supplemental funding. The use of multiple funding sources is an effective strategy. See a sample mitigation project plan below.

Mitigation Project	Actions to Implement Mitigation Project	Time to Complete	Lead Individual or Agency	Funding Source
Seismic Retrofit of Water Tanks	<ul style="list-style-type: none"> <li>• Develop proposal that outlines basic engineering plans and a benefit-cost analysis to retrofit tanks (2 months).</li> <li>• Incorporate project into local hazard mitigation plan and capital improvement budget (3 to 10 months).</li> <li>• Take proposal to town manager for preliminary approval (4 months).</li> <li>• Work with local mitigation official and pursue FEMA mitigation funds (4 months to 1 year).</li> </ul>	1 year	Operations and Financing	Capital improvement funding and FEMA HMGP
Seismic Emergency Power Generator	<ul style="list-style-type: none"> <li>• Develop proposal that outlines basic engineering plans and a benefit-cost analysis for a seismic generator (note benefits for other disasters); include costs for operations, maintenance and fuel (2 months).</li> <li>• Talk to power utility about priority restoration of electricity as well as possibility of a generator (2 to 3 months).</li> <li>• Talk to fuel vendors to establish agreements (within 2–3 months).</li> <li>• Take proposal to town manager for preliminary approval (4 months).</li> <li>• Work with local mitigation official and explore idea of getting FEMA mitigation funds for generator, perhaps bundled with other measures (4 months to 1 year).</li> </ul>	1 year	Operations and Financing	Capital improvement funding and FEMA HMGP

## Introduction and Video

### Step 1 Understand the Earthquake Threat

### Step 2 Identify Vulnerable Assets and Determine Consequences

### Step 3 Pursue Mitigation and Funding Options

## Measuring Earthquake Severity

Modified Mercalli Intensity Scale		
Scale ranging from I to XII based on damage at a particular location. The more the damage, the higher the number.		
Intensity	Shaking	Description and Damage
I	Not felt	Not felt.
II	Weak	Felt only by people sitting or those on upper floors of buildings.
III	Weak	Felt by almost all persons indoors. Hanging objects swing. Vibrations felt similar to the passing of a truck. May not be recognized as an earthquake.
IV	Light	Felt by all indoors and a few outdoors. Some awakened at night. Stopped cars rock. Windows, dishes and doors rattle. Glasses clink. In the upper range of IV, wooden walls and frames creak.
V	Moderate	Felt by nearly everyone; many awakened. Some dishes and windows broken. Unstable objects overturned. Pendulum clocks may stop.
VI	Strong	Felt by all. People walk unsteadily. Windows crack. Dishes, glassware, knickknacks and books fall off shelves. Pictures fall off walls. Furniture moved or overturned. Weak plaster, adobe buildings and some poorly built masonry buildings crack. Trees and bushes shake visibly.
VII	Very strong	Difficult to stand or walk. Noticed by drivers in cars. Damage to poorly built masonry buildings. Weak chimneys broken at roof line. Plaster, loose bricks, stones, tiles, cornices, unbraced parapets and porches fall. Some masonry buildings crack. Waves on ponds.
VIII	Severe	Steering of cars affected. Extensive damage to unreinforced masonry buildings, including partial collapse. Some masonry walls collapse. Chimneys twist and fall. Wood-frame houses moved on foundations if not bolted; loose partition walls thrown out. Tree branches broken.
IX	Violent	General panic. Damage to masonry buildings ranges from collapse to serious damage unless modern design. Wood-frame structures rock and, if not bolted, shift off foundations. Underground pipes broken. It is also likely that pipes are broken at lower intensities.
X	Extreme	Some well-built wooden structures and bridges destroyed; most masonry and frame structures destroyed with their foundations. Rails bent. Poorly built structures destroyed with their foundations.
XI		Rails bent greatly. Underground pipelines completely out of service.
XII		Damage nearly total. Large rock masses displaced. Lines of sight and level distorted. Objects thrown into the air.

Richter Scale*	
Magnitude	Strength of Earthquake
3-3.9	minor
4-4.9	light
5-5.9	moderate
6-6.9	strong
7-7.9	major
8+	great
*Logarithmic measure of total energy (magnitude) released at epicenter (point on earth's surface directly above where earthquake starts). Scale does not relate to damage.	

Moment Magnitude
<ul style="list-style-type: none"> <li>logarithmic measure of energy release.</li> <li>function of the length, width and fault offset.</li> <li>replacing Richter Scale.</li> </ul>

## Learn More about Earthquake Hazards

Below are other hazards that can accompany earthquakes. Also, the [United States Geological Survey](#) has a wealth of information on earthquakes.

**Tsunamis.** In the ocean, an earthquake may generate significant tsunamis (huge waves of water) that can severely damage your coastal infrastructure. Tsunamis can be generated from displacement of faults under the ocean or from generation of large landslides. For example, an earthquake at the Cascadia subduction zone could cause a tsunami off the coasts of Oregon, Washington and northern California. One [study](#) looked at flood inundation and evacuation maps for two small coastal towns in Oregon. Tsunamis can also strike coastal states even though they may be generated by earthquakes in other states and countries.

**Landslides and Rockfalls.** Shaking can trigger landslides and rockfalls. Both can damage aboveground utility structures as well as buried pipelines.

**Flooding.** Earthquakes can damage dams and reservoirs that can potentially release floods that can threaten populations and damage infrastructure.

**Fires.** Outbreaks of fires often accompany earthquakes. This presents a potential challenge when fires are near utility assets as well as an added responsibility of the utility to maintain water availability for firefighting.



Computer modeling of a tsunami after a hypothetical magnitude 7.8 earthquake on the Cascadia subduction zone.

Introduction  
and Video

**Step 1**

Understand the  
Earthquake Threat

**Step 2**

Identify Vulnerable  
Assets and Determine  
Consequences

**Step 3**

Pursue Mitigation  
and Funding  
Options

## Tools to Assess Your Specific Structures

If you want to perform a seismic analysis of your specific structures (e.g., treatment buildings, biosolids building, administration building, electrical controls), there are free tools to help, but it may take some time and experience to use them.

[FEMA Hazus](#) - Contains models for estimating potential losses from earthquakes, floods and hurricanes. Hazus uses Geographic Information Systems (GIS) technology to estimate physical, economic and social impacts of disasters. [Chapter 8 of the Technical Manual for Earthquakes Model](#) focuses on direct damage to water utilities and wastewater utilities as well as estimated restoration time.

[ROVER](#) - Rapid Observation of Vulnerability and Estimation of Risk, is FEMA's free mobile software to inventory buildings (including location) and help building managers prioritize evaluation and rehabilitation after an earthquake.

[ShakeCast](#) and [ShakeMaps](#) - During earthquake response, these free USGS software products predict damage to your buildings from actual earthquakes and notify you so that you can take quick actions to ensure safety and restore your utility. For earthquake planning, ShakeMaps has earthquake scenarios that you can use to determine the potential damage to your buildings.

## Introduction and Video

### Step 1 Understand the Earthquake Threat

### Step 2 Identify Vulnerable Assets and Determine Consequences

### Step 3 Pursue Mitigation and Funding Options

## Pipe Vulnerability

Pipe Material Type and Diameter	AWWA Standard	Joint Type*
Low Vulnerability		
Ductile Iron	C1xx Series	B&S, RG, R
Polyethylene	C906	Fused
Steel	C2xx Series	Arc Welded
Molecularly Oriented PVC	C909	B&S, RG, R
Ductile Iron Seismic Joint	C1xx Series	B&S, RG, R
Low to Medium Vulnerability		
Concrete Cylinder	C300, C303	B&S, R
Ductile Iron	C1xx Series	B&S, RG, UR
PVC	C900, C905	B&S, R
Steel	C2xx	B&S, RG, UR
Moderate Vulnerability		
AC > 8" D	C4xx Series	Coupled
Cast Iron > 8" D	None	B&S, RG
PVC	C900, C905	B&S, UR
Concrete Cylinder	C300, C303	B&S, UR
Moderate to High Vulnerability		
AC ≤ 8" D	C4xx Series	Coupled
Cast Iron ≤ 8" D	None	B&S, RG
Steel	None	Gas Welded
High Vulnerability		
Cast Iron	None	B&S, Rigid

\*B&S – bell and spigot; RG – rubber gasket; R-restrained; UR – unrestrained

Vulnerability was based on consideration of ruggedness, bending, joint flexibility and joint restraint.

Source: Overview of Piping Systems and their Seismic Vulnerability; Donald Ballantyne, Ballantyne Consulting LLC; National Water and Wastewater Association meeting (2014).

Utilities can use empirical relationships developed by the American Lifelines Alliance (ALA, 2005) to predict the number of breaks and leaks in your pipeline system. Estimate the time required to both repair the breaks and leaks and restore system functionality based on historical crew productivity data.



## Introduction and Video

### Step 1 Understand the Earthquake Threat

### Step 2 Identify Vulnerable Assets and Determine Consequences

### Step 3 Pursue Mitigation and Funding Options

## Standards and Building Codes for Utility Earthquake Resilience

Newly built utility structures should conform to seismic building codes. Existing assets should conform to various standards. The International Building Code (IBC) specifically addresses seismicity in both “design” and “installation” of building systems. Check your local and state building codes.

Title	Code	Standard	Guideline
IBC International Building Code (2015) or applicable jurisdictional building code	X		
ASCE-7, Minimum Design Loads for Buildings and Other Structures (2016)		X	
ALA* Seismic Design and Retrofit of Piping Systems (2002) (primarily above ground pipe)			X
ALA Seismic Fragility Formulations for Water Systems (2001) (used to estimate system pipeline damage)			X
ALA Seismic Guidelines for Water Pipelines (2005)			X
ALA Guidelines for Implementing Performance Assessments of Water Systems (2005)			X
ALA Wastewater System Performance Assessment Guideline (2004)			X
ASCE 41-06 Seismic Rehabilitation of Existing Buildings (2007)		X	
ACI 350-06 Code Requirements for Environmental Engineering Concrete Structures (2006)		X	
AWWA D100-11 Welded Carbon Steel Tanks for Water Storage (2011)		X	
AWWA D110-13 Wire and Strand Wound, Circular, Prestressed Concrete Water Tanks (2013)		X	
AWWA D115-06 Tendon Prestressed Concrete Water Tanks (2006)		X	

\*Note: The American Lifelines Alliance (ALA) is no longer in existence, but some of the guidelines they developed are useful for assessing and designing pipelines.

For underground pipelines in water and wastewater systems, there are no earthquake design standards, only guides. Often, the Chief Engineer of a utility is responsible for establishing its design practices and criteria. For example, the San Francisco Public Utilities Commission developed its own internal standard, called General Seismic Requirements for Design of New Facilities and Upgrade of Existing Facilities.

## Introduction and Video

### Step 1 Understand the Earthquake Threat

### Step 2 Identify Vulnerable Assets and Determine Consequences

### Step 3 Pursue Mitigation and Funding Options

## Additional Earthquake Mitigation Resources

There are many publications and resources for identifying cost effective mitigation measures for earthquakes. These include:

Resource	Description
<a href="#">Recent Earthquakes: Implications for United States Water Utilities</a>	Potential impacts of earthquakes on water utilities and effectiveness of seismic upgrades to tanks, buildings, equipment and pipes. (Water Research Foundation)
<a href="#">Oregon Earthquake Resiliency Plan</a>	Mitigation measures for the anticipated Cascadia Earthquake. Chapter 8 addresses water and wastewater systems. (Oregon Seismic Safety Policy Advisory Commission)
<a href="#">Seismic Guidelines for Water Pipelines</a>	Overview of how to design and install pipelines to mitigate damage from earthquakes. (FEMA, National Institute of Building Sciences, and American Lifelines Alliance)
<a href="#">Earthquake Hazard Mitigation for Utility Lifeline Systems</a>	An overview of strategies for mitigation and response planning for utilities. (FEMA)
<a href="#">Incident Action Checklist - Earthquake</a>	Checklist of activities that water and wastewater utilities can take to prepare for, respond to and recover from earthquakes. (EPA)
<a href="#">Power Resilience Guide</a>	Guide promotes coordination and communication between water sector utilities and their electric utilities; and provides strategies to increase water utilities' resilience to power loss. (EPA)
Water Utilities Fact Sheet	Factsheets of best practices for utilities in earthquake areas. (East Bay Municipal Utilities District)
<a href="#">Is your Water or Wastewater System Prepared? What you need to know about Generators.</a>	An explanation of how to integrate generators into a utility's emergency response operation. Includes an explanation of different types of generators. (EPA)
Seismic Options for New and Old Reservoirs	Presentation of building codes, seismic options and associated costs for water reservoir storage tanks. (Pacific Northwest States AWWA)

## **Appendix J**

### **King County Water Treatment Division Agreement**

MUNICIPALITY OF METROPOLITAN SEATTLE -  
KING COUNTY WATER DISTRICT NO. 104AGREEMENT FOR SEWAGE DISPOSAL

THIS AGREEMENT, made as of this 17 day of May, 1973, between KING COUNTY WATER DISTRICT NO. 104, a municipal corporation of the State of Washington, hereinafter referred to as the "District", and the MUNICIPALITY OF METROPOLITAN SEATTLE, a municipal corporation of the State of Washington, hereinafter referred to as "Metro":

## W I T N E S S E T H:

WHEREAS, the public health, welfare and safety of the residents of the District and the residents of the Metropolitan Area require the elimination of existing sources of water pollution and the preservation of the fresh and salt water resources of the area; and

WHEREAS, growth of population, topographic conditions and preservation of water resources require that certain major sewage disposal works be constructed and operated and that the cities and special districts within the Metropolitan Area dispose of their sewage in accordance with a comprehensive plan for the Metropolitan Area; and

WHEREAS, Metro is engaged in developing and operating a Metropolitan Sewage Disposal System and the District is engaged in developing and operating a sewage collection system for the District; and

WHEREAS, the District desires to deliver sewage collected by the District to Metro for disposal; and

7402130372

WHEREAS, to provide for the disposal by Metro of sewage collected by the District, it is necessary that a contract be now entered into establishing the rights and duties of the parties;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is hereby agreed as follows:

Section 1. Definition of Terms. The following words and phrases used in this contract shall have the meanings hereinafter set forth in this section:

(a) The words "Comprehensive Plan" shall mean the Comprehensive Sewage Disposal Plan adopted in Resolution No. 23 of the Municipality of Metropolitan Seattle and all amendments thereof heretofore or hereafter adopted.

(b) The words "Metropolitan Sewerage System" shall mean all of the facilities to be constructed, acquired or used by Metro as a part of the Comprehensive Plan. The Metropolitan Sewerage System shall generally include sewage disposal facilities with capacity to receive sewage from natural drainage areas of approximately one thousand acres or more. The Metropolitan Sewerage System shall thus include trunk or interceptor sewer facilities extending to a point within each tributary and natural drainage area where not more than one thousand acres remain to be served beyond the upper terminus of such trunk or interceptor sewer.

(c) The words "Local Sewerage Facilities" shall mean all facilities owned or operated by a Participant for the local collection of sewage to be delivered to the Metropolitan Sewerage System and all side sewers and connection fittings connected directly to such System which serve customers of such Participant.

(d) The words "Metropolitan Area" shall mean the area contained within the boundaries of the Municipality of Metropolitan Seattle as now or hereafter constituted.

(e) The word "Participant" shall mean each city, town, county, sewer district, municipal corporation, person, firm or private cor-

7402130372

poration which shall dispose of any portion of its sanitary sewage into the Metropolitan Sewerage System and shall have entered into a contract with Metro providing for such disposal.

(f) The words "Residential Customer" shall mean a single family residence billed by a Participant for sewerage charges.

Section 2. Delivery and Acceptance of Sewage. From and after the date of this agreement, the District shall deliver to the Metropolitan Sewerage System all of the sewage and industrial wastes collected by the District, and Metro shall accept the sewage and industrial wastes delivered for treatment subject to such reasonable rules and regulations as may be adopted from time to time by the Metropolitan Council. Metro shall not directly accept sewage or wastes from any person, firm or corporation which is located within the boundaries of or is delivering its sewage into the Local Sewerage Facilities of the District without the written consent of the District. The District shall not deliver sewage to any other agency for disposal without the written consent of Metro.

Section 3. Construction of Metro Facilities. Metro shall construct, acquire or otherwise secure the right to use all facilities within King County required for the disposal of sewage delivered to Metro pursuant to this Agreement and shall perform all services required for the maintenance, operation, repair, replacement or improvement of the Metropolitan Sewerage System, including any additions and betterments thereto. Metro shall in its sole discretion determine the nature, location and time of construction of facilities of the Metropolitan Sewerage System.

Section 4. Connection of Local Sewerage Facilities to Permanent Facilities of the Metropolitan Sewerage System. Local Sewerage Facilities of the District shall be connected to the Metropolitan Sewerage System at such time as any of the permanent facilities of such Metropolitan Sewerage System shall be available



to receive sewage collected by such local facilities; provided, however, that Metro will not permit a connection to the Sammamish Valley Interceptor between the Woodinville-Duvall Road and a point one mile south of the Hollywood Pump Station which is not approved by the governmental agency with lawful authority to zone the area served by such a connection. The connection of the Local Sewerage Facilities to the Metropolitan Sewerage System shall be accomplished at the expense of the District and in accordance with the rules and regulations of Metro at such point or points of connection as shall be determined by Metro. The District shall secure and pay for the right to use all Local Sewerage Facilities of another Participant which may be required to deliver the District's sewage to the Metropolitan Sewerage System.

Section 5. Payment for Sewage Disposal. For the disposal of sewage hereafter collected by the District and delivered to Metro the District shall pay to Metro, on or before the last day of each month during the term of this Agreement, a sewage disposal charge determined as provided in this Section 5.

1. For the quarterly periods ending March 31, June 30, September 30 and December 31 of each year every Participant shall submit a written report to Metro setting forth (a) the number of Residential Customers billed by such Participant for local sewerage charges as of the last day of the quarter, (b) the total number of all customers billed by such Participant as of such day, and (c) the total water consumption during such quarter for all customers billed by such Participant other than Residential Customers. The quarterly water consumption report shall be taken from water meter records and may be adjusted to exclude water which does not enter the sanitary facilities of a customer. Where actual sewage flow from an individual customer is metered, the metered sewage flows shall be reported in lieu of adjusted water consumption. The total quarterly water consumption report in cubic feet shall be divided by 2,700 to deter-

7402130372

mine the number of Residential Customer equivalents represented by each Participant's customers other than single family residences. Metro shall maintain a permanent record of the quarterly customer reports from each Participant.

The District's first quarterly report shall cover the first quarterly period following the date when sewage is first delivered to Metro and shall be submitted within thirty days following the end of the quarter. Succeeding reports shall be made for each quarterly period thereafter and shall be submitted within thirty (30) days following the end of the quarter.

2. (a) To form a basis for determining the monthly sewage disposal charge to be paid by each Participant during any particular quarterly period, Metro shall ascertain the number of Residential Customers and Residential Customer equivalents of each Participant. This determination shall be made by taking the sum of the actual number of Residential Customers reported as of the last day of the next to the last preceding quarter and the average number of Residential Customer equivalents per quarter reported for the four quarters ending with said next to the last preceding quarter, adjusted for each Participant to eliminate any Residential Customers or Residential Customer equivalents whose sewage is delivered to a governmental agency other than Metro or other than a Participant for disposal outside of the Metropolitan Area.

(b) For the initial period until the District shall have submitted six consecutive quarterly reports, the reported number of Residential Customers and Residential Customer equivalents of the District shall be determined as provided in this subparagraph (b). On or before the tenth day of each month beginning with the month prior to the month in which sewage from the District is first delivered to Metro, the District shall submit a written statement of the number of Residential Customers and Residential Customer equivalents

lents estimated to be billed by the District during the next succeeding month. For the purpose of determining the reported number of Residential Customers or Residential Customer equivalents of the District for such next succeeding month, Metro may at its discretion adopt either such estimate or the actual number of Residential Customers and Residential Customer equivalents reported by the District as of the last day of the next to the last preceding reported quarter. After the District shall have furnished six consecutive quarterly reports the reported number of Residential Customers and Residential Customer equivalents of the District shall be determined as provided in the immediately preceding subparagraph (a).

(c) If the District shall fail to submit the required monthly and/or quarterly reports when due, Metro may make its own estimate of the number of Residential Customers and Residential Customer equivalents of the District and such estimate shall constitute the reported number for the purpose of determining sewage disposal charges.

(d) The basic reported number of Residential Customers and Residential Customer equivalents of the District shall be further adjusted by adding thereto twenty-five percent (25%) of the number of Residential Customers or Residential Customer equivalents of the District located outside the boundaries of Metro. The sum thus determined is hereinafter called the "adjusted reported number". If all of the area located within the District or any area located outside the District and served into its Local Sewerage Facilities shall be annexed to Metro at any time after the date of this agreement or if the twenty-five percent additive adjustment shall have been paid by the District for a period of ten years, said additive adjustment shall be eliminated effective as of the first day of the month following such annexation as to the number of Residential Customers or Residential Customer equivalents located within such

annexed area and in any event shall be eliminated entirely upon the tenth anniversary of the date when sewage disposal charges shall have first been paid to Metro by the District. If the additive adjustment described above shall not be applied to the Residential Customers or Residential Customer equivalents of any other Participant located outside of the present boundaries of Metro under any future agreement between Metro and such Participant or shall be applied in a lesser amount, then the additive adjustment described in this paragraph (d) shall be correspondingly reduced or deleted. The adjusted reported number of Residential Customers and Residential Customer equivalents of the District shall be the number of Residential Customers and Residential Customer equivalents reported by the District for the purpose of determining sewage disposal charges pursuant to Paragraph 3 of this section.

3. The monthly sewage disposal charge payable to Metro shall be determined as follows:

(a) Prior to July 1st of each year Metro shall determine its total monetary requirements for the disposal of sewage during the next succeeding calendar year. Such requirements shall include the cost of administration, operation, maintenance, repair and replacement of the Metropolitan Sewerage System, establishment and maintenance of necessary working capital and reserves, the requirements of any resolution providing for the issuance of revenue bonds of Metro to finance the acquisition, construction or use of sewerage facilities, plus not to exceed 1% of the foregoing requirements for general administrative overhead costs.

(b) To determine the monthly rate per Residential Customer or Residential Customer equivalent to be used during said next succeeding calendar year, the total monetary requirements for disposal of sewage as determined in subparagraph 3(a) of this section shall be divided by twelve and the resulting quotient shall be

divided by the total number of Residential Customers and Residential Customer equivalents of all Participants for the October-December quarter preceding said July 1st.

(c) The monthly sewage disposal charge paid by each Participant to Metro shall be obtained by multiplying the monthly rate by the number of Residential Customers and Residential Customer equivalents of the Participant. An additional charge may be made for sewage or wastes of unusual quality or composition requiring special treatment, or Metro may require pretreatment of such sewage or wastes. An additional charge may be made for quantities of storm or ground waters entering those Local Sewerage Facilities, in excess of the minimum standard established by the general rules and regulations of Metro.

4. A statement of the amount of the monthly sewage disposal charge shall be submitted by Metro to each Participant on or before the first day of each month and payment of such charge shall be due on the last day of such month. If any charge or portion thereof due to Metro shall remain unpaid for fifteen days following its due date, the Participant shall be charged with and pay to Metro interest on the amount unpaid from its due date until paid at the rate of 6% per annum, and Metro may, upon failure to pay such amount, enforce payment by any remedy available at law or equity.

5. The District Irrevocably obligates and binds itself to pay its sewage disposal charge out of the gross revenues of the sewer system of the District. The District further binds itself to establish, maintain and collect charges for sewer service which will at all times be sufficient to pay all costs of maintenance and operation of the sewer system of the District, including the sewage disposal charge payable to Metro hereunder and sufficient to pay the principal of and interest on any revenue bonds of the District which shall constitute a charge upon such gross revenues. It is recognized by Metro

and the District that the sewage disposal charge paid by the District to Metro shall constitute an expense of maintenance and operation of the sewer system of the District. The District shall provide in the issuance of future sewer revenue bonds of the District that expenses of maintenance and operation of the sewer system of the District shall be paid before payment of principal and interest of such bonds. The District shall have the right to fix its own schedule of rates and charges for sewer service provided that same shall produce revenue sufficient to meet the covenants contained in this Agreement.

Section 6. Responsibility of District. The District shall be responsible for the delivery to the Metropolitan Sewerage System of sewage collected by the District, for the construction, maintenance and operation of Local Sewerage Facilities, and for the payment of all costs incident to the collection of such sewage and its delivery to the Metropolitan Sewerage System.

Section 7. Records. Permanent books and records shall be kept by Metro and the District of the respective rates established, the volumes of sewage delivered and discharged into the Metropolitan Sewerage System wherever such volumes are measured and the number of Residential Customers and Residential Customer equivalents reported. In addition Metro shall keep complete books of account showing all costs incurred in connection with the Metropolitan Sewerage System and the District shall keep complete records showing the amount billed to each of its customers for sewer service and the basis used for such billing including sewage flow and water consumption for each customer where applicable. The records required by this paragraph shall be available for examination by either party at any reasonable time.



7402130372

Section 8. Development of Metropolitan Sewerage System.

It is contemplated that the Metropolitan Sewerage System will be developed in stages and the nature of facilities to be constructed, acquired or used and the time of such construction, acquisition or use shall be determined by Metro, it being contemplated that Metro shall ultimately provide sewage disposal service for the entire Metropolitan Area and such adjacent areas as may feasibly be served into the Metropolitan Sewerage System.

Section 9. Insurance and Liability for Damages.

The District shall secure and maintain with responsible insurers all such insurance as is customarily maintained with respect to sewage systems of like character against loss of or damage to the sewerage facilities of the District and against public and other liability to the extent that such insurance can be secured and maintained at reasonable cost. Any liability incurred by Metro as a result of the operation of the Metropolitan Sewerage System shall be the sole liability of Metro and any liability incurred by the District as a result of the operation of the Local Sewerage Facilities of the District shall be the sole liability of the District.

Section 10. Assignment.

The District shall not have the right to assign this Agreement or any of its rights and obligations hereunder either by operation of law or by voluntary agreement without the written consent of Metro and neither party may terminate its obligations hereunder by dissolution or otherwise without first securing the written consent of the other party and this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto. In the event that the District should be dissolved or should no longer be authorized to operate sewer facilities, the Local Sewerage Facilities owned and operated by the District shall be assigned and transferred to

7402130372

Metro subject to any outstanding debts of the District which had been incurred for the specific purpose of constructing or acquiring such facilities and subject to the acceptance by Metro of the obligations to continue to provide sewer service to the residents served by such local facilities upon payment by such residents of sewage disposal charges determined as herein provided and the reasonable costs of local sewer service.

Section 11. Effective Date and Term of Contract. This Agreement shall be in full force and effect and binding upon the parties hereto upon the execution of the Agreement and shall continue in full force and effect until July 1, 2016.

Section 12. Notice. Whenever in this Agreement notice is required to be given, the same shall be given by Registered Mail addressed to the respective parties at the following addresses:

Municipality of Metropolitan Seattle  
410 West Harrison Street  
Seattle, Washington 98119

King County Water District No. 104  
P. O. Box 144  
Woodinville, Washington 98072

unless a different address shall be hereafter designated in writing by either of the parties. The date of giving such notice shall be deemed to be the date of mailing thereof. Billings for and payments of sewage disposal costs may be made by regular mail.

Section 13. Execution of Documents. This Agreement shall be executed in six counterparts, any of which shall be regarded for all purposes as one original. Each party agrees that it will execute any and all deeds, instruments, documents and resolutions or ordinances necessary to give effect to the terms of this Agreement.

7402130372

Section 14. Waiver. No waiver by either party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any pledge be deemed to constitute a waiver of any subsequent pledge whether of the same or a different provision of this Agreement.

Section 15. Remedies. In addition to the remedies provided by law, this Agreement shall be specifically enforceable by either party.

Section 16. Entirety. This Agreement merges and supersedes all prior negotiations, representations and agreements between the parties hereto relating to the subject matter hereof and constitutes the entire contract between the parties.

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

7402130372

KING COUNTY WATER DISTRICT NO. 104

*[Signature]*  
Thomas D. Gaffney  
*[Signature]*

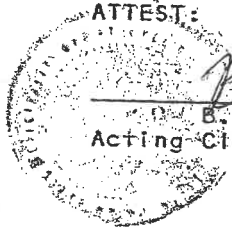
ATTEST:

*Thomas D. Gaffney*

MUNICIPALITY OF METROPOLITAN SEATTLE

*C. Carey Donworth*  
C. Carey Donworth  
Chairman of the Council

ATTEST:



*B. J. Carol*  
B. J. Carol  
Acting Clerk of the Council

740213037

STATE OF WASHINGTON )  
COUNTY OF KING ) ss.

On this 7th day of May, 1973, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared GEORGE R. SNYDER, REED M. RENSHAW and THOMAS D. GAFFNEY to me known to be the Commissioners of KING COUNTY WATER DISTRICT NO. 104, the municipal corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and on oath stated that they were authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Richard C. Reed  
Notary Public in and for the State of Washington, residing at Bellevue

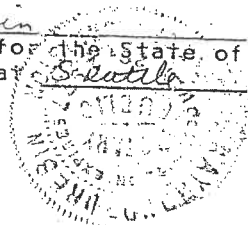


STATE OF WASHINGTON )  
COUNTY OF KING ) ss.

On this 17th day of MAY, 1973, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared C. CAREY DONWORTH and BETTY JEAN CAROL, to me known to be the Chairman of the Council and ~~Acting~~ Clerk of the Council, respectively, of the MUNICIPALITY OF METROPOLITAN SEATTLE, the municipal corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and on oath stated that they were authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Raymond Drebin  
Notary Public in and for the State of Washington, residing at Seattle



1402130372

15/10

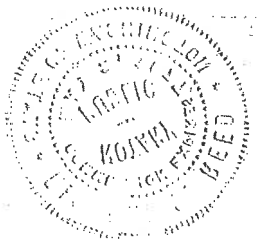
DIRECTOR  
RECORDS & ELECTRONICS  
KING COUNTY, WASH.

1974 FEB 13 AM 9 51

REQUEST OF

RECORDED

FILED for Record at Request of  
Municipality of Metropolitan  
Seattle  
410 West Harrison Street  
Seattle, Washington 98119



FEB-13-74 00059 7402130372 LSI A RF 15.10

FILED for Record at Request of

FILED for Record at Request of  
Municipality of Metropolitan  
Seattle  
410 West Harrison Street  
Seattle, Washington 98119





WOODINVILLE WATER DISTRICT  
MUNICIPALITY OF METROPOLITAN SEATTLE

EXTENSION OF AGREEMENT FOR SEWAGE DISPOSAL

WHEREAS, Woodinville Water District (the "District"), formerly King County Water District No. 104, and the Municipality of Metropolitan Seattle (the "Municipality") are parties to a certain Agreement for Sewage Disposal (the "Agreement") dated May 17, 1973, pursuant to which the District delivers to the Municipality for treatment and disposal all the sewage and industrial wastes it collects from its service area; and

WHEREAS, the Agreement expires by its terms on July 1, 2016; and

WHEREAS, it is in the best interests of the District and the Municipality that the expiration date of the Agreement be extended in order to allow the Municipality to sell and issue its sewer revenue bonds with maturities extending beyond 2016;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in the Agreement, it is hereby agreed as follows:

The Agreement for Sewage Disposal between Woodinville Water District and the Municipality of Metropolitan Seattle dated May 17, 1973 is hereby extended for a period of twenty years and shall continue in full force and effect until July 1, 2036.

It is further agreed that all other provisions of said Agreement shall remain unchanged, and the Agreement dated May 17, 1973 as extended herein shall constitute the entire Agreement for Sewage Disposal between the parties.

DATED: This <sup>26</sup>~~18th~~ day of <sup>May</sup>~~JANUARY~~, 1988

WOODINVILLE WATER DISTRICT

[Signature]  
[Signature]  
Clarence G. Greening

ATTEST:

Max L. Pope, Gen Mgr

MUNICIPALITY OF METROPOLITAN  
SEATTLE

[Signature]  
Gary Zimmerman  
Chairman of the Council

ATTEST:

Bonnie Mattson  
Bonnie Mattson  
Clerk of the Council

WOODINVILLE WATER DISTRICT  
MUNICIPALITY OF METROPOLITAN SEATTLE

AMENDMENT TO AGREEMENT  
FOR SEWAGE DISPOSAL

THIS AMENDMENT made as of the 2<sup>nd</sup> day  
of October, 1992  
May, 1990 between the Woodinville  
Water District, a municipal corporation of the State of  
Washington (hereinafter referred to as the "District") and  
the Municipality of Metropolitan Seattle, a metropolitan  
municipal corporation of the State of Washington  
(hereinafter referred to as "Metro");

WITNESSETH:

MP WHEREAS, the parties have entered into a long term  
Agreement for Sewage Disposal dated May 17, 1973 and amended on  
May 26, 1988,  
(hereinafter referred to as the "Basic Agreement"); and

WHEREAS, an advisory committee composed of elected  
and appointed officials in the metropolitan area was  
appointed by the Metropolitan Council to examine the  
structure of Metro's charges to its participants; and

WHEREAS, said advisory committee, following  
extensive research, study and deliberations, has recommended  
certain changes in the structure of Metro's charges to its  
participants and implementation of said changes requires  
amendment of the Basic Agreement; and

WHEREAS, the parties have determined that the  
recommendations are in the best public interest and  
therefore desire to amend said Basic Agreement to implement

Section 1. Amendment of Section 5 of the Basic Agreement. Section 5 of the Basic Agreement is hereby amended to read as follows:

"Section 5. Payment for Sewage Disposal. For the disposal of sewage hereafter collected by the District and delivered to Metro the District shall pay to Metro on or before the last day of each month during the term of this Agreement, a sewage disposal charge determined as provided in this Section 5.

1. For the quarterly periods ending March 31, June 30, September 30 and December 31 of each year every Participant shall submit a written report to Metro setting forth:

(a) the number of Residential Customers billed by such Participant for local sewerage charges as of the last day of the quarter,

(b) the total number of all customers billed for local sewerage charges by such Participant as of such day, and

(c) the total water consumption during such quarter for all customers billed for local sewerage charges by such Participant other than Residential Customers.

The quarterly water consumption report shall be taken from water meter records and may be adjusted to exclude water which does not enter the sanitary facilities of the customer. Where actual sewage flow from an individual customer is metered, the metered sewage flows shall be reported in lieu of adjusted water consumption. The total quarterly water consumption report in cubic feet shall be divided by 2,250 to determine the number of Residential Customer equivalents represented by each

The District's first quarterly report shall cover the first quarterly period following the date when sewage is first delivered to Metro and shall be submitted within thirty days following the end of the quarter. Succeeding reports shall be made for each quarterly period thereafter and shall be submitted within thirty (30) days following the end of the quarter.

2. (a) To form a basis for determining the monthly sewage disposal charge to be paid by each Participant during any particular quarterly period, Metro shall ascertain the number of Residential Customers and Residential Customer equivalents of each Participant. This determination shall be made by taking the sum of the actual number of Residential customers reported as of the last day of the next to the last preceding quarter and the average number of Residential Customer Equivalents per quarter reported for the four quarters ending with said next to the last preceding quarter, adjusted for each Participant to eliminate any Residential Customers or Residential Customer equivalents whose sewage is delivered to a governmental agency other than Metro or other than a Participant for disposal outside of the Metropolitan Area.

(b) For the initial period until the District shall have submitted six consecutive quarterly reports, the reported number of Residential Customers and Residential Customer equivalents of the District shall be determined as provided in this subparagraph (b). On or before the tenth day of each month beginning with the month prior to the month in which sewage from the District is first delivered to Metro, the District shall submit a written statement of the number of Residential Customers and Residential Customer

Residential Customer equivalents of the District for such next succeeding month, Metro may at its discretion adopt either such estimate or the actual number of Residential Customers and Residential Customer equivalents reported by the District as of the last day of the next to the last preceding reported quarter. After the District shall have furnished six consecutive quarterly reports the reported number of Residential Customers and Residential Customer equivalents of the District shall be determined as provided in the immediately preceding subparagraph (a).

(c) If the District shall fail to submit the required monthly and/or quarterly reports when due, Metro may make its own estimate of the number of Residential Customers and Residential Customer equivalents of the District and such estimate shall constitute the reported number for the purpose of determining sewage disposal charges.

3. The monthly sewage disposal charge payable to Metro shall be determined as follows:

(a) Prior to July 1st of each year Metro shall determine its total monetary requirements for the disposal of sewage during the next succeeding calendar year. Such requirements shall include the cost of administration, operation, maintenance, repair and replacement of the Metropolitan Sewerage System, establishment and maintenance of necessary working capital and reserves, the requirements of any resolution providing for the issuance of revenue bonds of Metro to finance the acquisition, construction or use of sewerage facilities, plus not to exceed 1% of the foregoing requirements for general administrative overhead costs.



monetary requirements for disposal of sewage as determined in subparagraph 3(a) of this section shall be divided by twelve and the resulting quotient shall be divided by the total number of Residential Customers and Residential Customer equivalents of all Participants for the October-December quarter preceding said July 1st. ~~provided, however, that the monthly rate shall not be less than Two Dollars (\$2.00) per month per Residential Customer or Residential Customer equivalent at any time during the period ending July 31, 1972.~~ mf

(c) The monthly sewage disposal charge paid by each Participant to Metro shall be obtained by multiplying the monthly rate by the number of Residential Customers and Residential Customer equivalents of the Participant. An additional charge may be made for sewage or wastes of unusual quality or composition requiring special treatment, or Metro may require pretreatment of such sewage or wastes. An additional charge may be made for quantities of storm or ground waters entering those Local Sewerage Facilities ~~which are constructed after January 1, 1961~~ in excess of the minimum standard established by the general rules and regulations of Metro. mf

4. The parties acknowledge that, by resolution of the Metropolitan Council, Metro may impose a charge or charges directly on the future customers of a Participant for purposes of paying for capacity in Metropolitan Sewage Facilities and that such charges shall not constitute a breach of this agreement or any part thereof. The proceeds of said charge or charges, if imposed, shall be used only for capital expenditures or defeasance of outstanding revenue bonds prior to maturity.

residential customer equivalents as may be reasonable and appropriate for purposes of implementing such a charge or charges.

5. A statement of the amount of the monthly sewage disposal charge shall be submitted by Metro to each Participant on or before the first day of each month and payment of such charge shall be due on the last day of such month. If any charge or portion thereof due to Metro shall remain unpaid for fifteen days following its due date, the Participant shall be charged with and pay to Metro interest on the amount unpaid from its due date until paid at the rate of 6% per annum, and Metro may, upon failure to pay such amount, enforce payment by any remedy available at law or equity.

6. The District irrevocably obligates and binds itself to pay its sewage disposal charge out of the gross revenues of the sewer system of the District. The District further binds itself to establish, maintain and collect charges for sewer service which will at all times be sufficient to pay all costs of maintenance and operation of the sewer system of the District, including the sewage disposal charge payable to Metro hereunder and sufficient to pay the principal of and interest on any revenue bonds of the District which shall constitute a charge upon such gross revenues. It is recognized by Metro and the District that the sewage disposal charge paid by the District to Metro shall constitute an expense of the maintenance and operation of the sewer system of the District. The District shall provide in the issuance of future sewer revenue bonds of the District that expenses of maintenance and operations of the sewer system of the District shall be paid before payment of

sufficient to meet the covenants contained in this Agreement.

Section 2. Effective Date of Amendment. This amendment shall take effect at the beginning of the first quarter following the date first written above with quarters beginning January 1, April 1, July 1, and October 1.

Section 3. Basic Agreement Unchanged. Except as otherwise provided in this amendment, all provisions of the basic agreement shall remain in full force and effect as written therein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

WOODINVILLE WATER DISTRICT

May L Pope

ATTEST:

Jill W

MUNICIPALITY OF  
METROPOLITAN SEATTLE

Gary Zimmerman  
Chair of the Council

ATTEST:

Bonnie Mattson

## **Appendix K**

### **King County Water Reclamation Checklist**



King County

## Water Reclamation Evaluation Checklist For Systems with 1,000 or more Connections

The County and State recognize that changing conditions could initiate a need to respond in new ways to future water quality standards, wastewater discharge requirements, take advantage of advances in treatment technologies and/or allow our region to be positioned to respond to changes associated with climate change and population growth.

In 2003, Chapter 90.46 of the Revised Code of Washington (RCW) was amended to require public water systems serving 1,000 or more connections to evaluate opportunities for reclaimed water when completing their water system plans. Please use this checklist to meet King County consistency requirements in responding to this legislation.

Water System Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
PWS ID# \_\_\_\_\_  
Contact: \_\_\_\_\_

*Please use this checklist, including the inventory template, to ensure that your water system plan includes sufficient information about opportunities for reclaimed water and your system's efforts to develop those opportunities. If a question is not applicable or the information is unavailable, then answer, "unknown" or "n/a." King County will consider the checklist completed if each answer is filled in with the best available information, even if the utility states that it is not aware of any reclaimed water opportunities within its service area.*

**1. Identifying Potential Future Demand for Reclaimed Water:** King County maintains a database and map of potential reclaimed water users for evaluating future projects. Please use the template below, or similar table, to provide information to assist King County in further researching these potential uses.

• **Large Utility Water Users** (choose one):

- ☐ Attached is an inventory of twenty large (above 20,000 gallons/month on average), non single-family residential, water users served by our utility that have a potential for reclaimed water use, or
- ☐ Attached is an inventory of our utility's top twenty water users, or
- ☐ The information requested is unknown or not available.

Additional Comments: \_\_\_\_\_

• **Large Self Suppliers** (choose one):

- ☐ Attached is an inventory of large, self-supplied water users within our water utility's service boundaries - especially those near wastewater treatment plants, mainlines, outfalls, and pump stations or similar reclaimed water facilities), or
- ☐ The information requested is unknown or not available.

Additional Comments: \_\_\_\_\_

• **Other** (choose one):

- ☐ Attached is an inventory of other water users (such as those that are clustered near one another and could be served by a single system) that may be likely candidates for reclaimed water use, or
- ☐ The information requested is unknown or not available.

Additional Comments: \_\_\_\_\_

2. **Environmental Commitment:** Are you a city/town, or providing water service to a city/town, that has made commitments within resource management plans, salmon recovery plans, or other environmental initiatives for which there is a potential opportunity for using reclaimed water to assist in meeting commitments? (choose one)

☐ Yes, here are plans that have potential for reclaimed water use in our service area to meet the above commitments:

---

☐ The information requested is unknown, not available.

Additional Comments: 

---

3. **Identifying Areas of Potential Use of Reclaimed Water for Environmental Benefit:**

Below are **examples** of uses of reclaimed water **that comply with State, Federal and other reclaimed water environmental, health and safety standards**. All of these uses are currently in effect somewhere in Washington State. To the best of your knowledge, are any of these potential uses for reclaimed water applicable to your area?

**River Augmentation** (choose one):

☐ Yes, our water rights are limited by instream flows. For more information, King County may contact:

---

☐ The information requested is unknown, or not available.

Additional Comments: 

---

**Groundwater Recharge** (choose one):

☐ Yes, we withdraw water from an aquifer that is in a groundwater management area, or from a declining aquifer, where water levels may need to be replenished or to maintain aquifer storage. For more information, King County may contact:

---

☐ The information requested is unknown, or not available.

Additional Comments: 

---

**Water Rights Mitigation** (choose one):

☐ Yes, our area is pursuing, or planning to pursue, new or additional water rights, and there may be an opportunity to use reclaimed water for mitigation of those new water rights. For more information, King County may contact:

---

☐ The information requested is unknown, or not available.

Additional Comments: 

---

**Potential Areas of Environmental Need** (choose one):

☐ Yes, parts of our service area include potential environmental enhancement locations, such as wetlands enhancement, aquifer recharge, stream flow augmentation, that might be candidates for reclaimed water use. For more information, King County may contact:

---

☐ The information requested is unknown, or not available.

Additional Comments: 

---



4. **Local Reclaimed Water Legislation:** If water reclamation is mandated for this water system through local government agreement, contract, local regulations, ordinances, or other mechanisms, please provide a copy of the governing mechanism (choose one).
- ☐ Yes, local legislation exists in our area in support of reclaimed water use. The following relevant legislation is attached (please list titles of documents):
- 
- 
- ☐ No water reclamation legislation exists, or is known to exist, at a local level in our service area.
5. **Coordination with Local Wastewater Utility:** Include a brief description of your interactions with any wastewater or reclaimed water utility (King County or other) adjacent to your service area to evaluate any potential opportunities to develop reclaimed water (choose one).
- ☐ Describe if applicable:
- 
- 
- ☐ None. Additional Comments:

## Template for Inventory of Water Users and Identification of Potential Reclaimed Water Users

[illegible]

<sup>1</sup> See Washington State Reclamation and Reuse Standards, September 1997, Section 1, Articles 1-5 for allowable uses of reclaimed water. <http://www.ecy.wa.gov/PROGRAMS/WQ/reclaim/standards.html>

Inventory of Large Water Users Served by Woodinville Water District				
Rank	Customer Name	Customer Type	Address	Annual Consumption (CCF)
1	Garden Fresh Foods	Commercial	14316 NE 203 ST WOODINVILLE, WA 98072	9,497
2	Bio-Rad Laboratories	Commercial	14620 NE NORTH WOODINVILLE WAY, WOODINVILLE, WA 98072	7,109
3	KC Wastewater Trtmnt-East	Commercial	0 NE 132ND & WOOD/RED RD, REDMOND, WA 98052	7,009
4	Caizina Foods	Commercial	14580 NE 145 ST WOODINVILLE, WA 98072	5,865
5	Brittany Park	Multi-Family	17143 133 AVE NE WOODINVILLE, WA 98072	5,591
6	Haggen, Inc	Commercial	17641 GARDEN WAY NE , WOODINVILLE, WA 98072	4,647
7	Woodinville Whiskey	Commercial	14509 WOODINVILLE REDMOND RD NE WOODINVILLE, WA 98072	4,393
8	Vibrant Plants	Commercial	15025 124TH AVE NE, WOODINVILLE, WA 98072	4,315
9	Fairfield Beaumont LLC	Multi-Family	14001 NE 183RD ST WOODINVILLE, WA 98072	4,290
10	BDC Woodinville LLC, Chateau Woods	Multi-Family	18250 142ND AVE NE, WOODINVILLE, WA 98072	4,194
11	Redhook Ale & Brewery	Commercial	14300 NE 145 ST WOODINVILLE, WA 98072	4,047
12	Canterbury Sq HOA	Multi-Family	17300 135TH AVE NE, WOODINVILLE, WA 98072	4,023
13	Kingsgate Car Wash, LLC	Commercial	12425 NE 144TH ST, KIRKLAND, WA 98034	3,975
14	Kingsgate Meadows Apts	Multi-Family	14240 124TH AVE NE, KIRKLAND, WA 98034	3,972
15	Stimson Lane Vineyards	Commercial	14111 NE 145TH ST, KIRKLAND, WA 98034	3,921
16	Willows Lodge	Commercial	14580 NE 145 ST WOODINVILLE, WA 98072	3,828
17	Le Chardonnay Condo Assoc.	Multi-Family	14037 NE 181ST ST, WOODINVILLE, WA 98072	3,794
18	CSE Enterprises	Commercial	14316 NE 203 ST STE A WOODINVILLE, WA 98072	3,724
19	Olympic Nursery, Inc.	Commercial	16215 140 PL NE WOODINVILLE, WA 98072	3,360
20	Archstone Waterford Pl	Multi-Family	13305 NE 171ST ST, WOODINVILLE, WA 98072	3,317