Meetings of the Board of Commissioners are now hybrid meetings. The public is welcome to attend in-person at the District Office or remotely through the Zoom meeting platform.

Join from a PC, Mac, iPad, iPhone or Android device:
Please click this URL to join. https://us02web.zoom.us/j/81454169777

Or join by phone:
Dial (for higher quality, dial a number based on your current location):
US: +1 253 215 8782 or +1 253 205 0468 or +1 719 359 4580 or +1 346 248 7799 or +1 669 444 9171 or +1 669 900 6833 or +1 689 278 1000 or +1 929 205 6099 or +1 301 715 8592 or +1 305 224 1968 or +1 309 205 3325 or +1 312 626 6799 or +1 360 209 5623 or +1 386 347 5053 or +1 507 473 4847 or +1 564 217 2000 or +1 646 931 3860
Webinar ID: 814 5416 9777
International numbers available: https://us02web.zoom.us/u/kcng2JkHh8

Zoom instructions are available on the District's website: https://spwater.org/371/Board-Meetings. Verbal public comment is limited to three minutes per person or five minutes per group. Written public comments are to be emailed to administration@spwater.org no later than 12:00 noon the date of the meeting.

### Estimated Time

<table>
<thead>
<tr>
<th>Time Allocated</th>
<th>Minutes Allocated</th>
<th>Item</th>
</tr>
</thead>
<tbody>
<tr>
<td>03:30 PM</td>
<td>1</td>
<td>CALL TO ORDER</td>
</tr>
<tr>
<td>03:31 PM</td>
<td>1</td>
<td>APPROVAL OF AGENDA</td>
</tr>
<tr>
<td>03:32 PM</td>
<td>3</td>
<td>PUBLIC COMMENTS</td>
</tr>
<tr>
<td>03:35 PM</td>
<td>5</td>
<td>CONSENT AGENDA</td>
</tr>
</tbody>
</table>

#### CONSENT AGENDA

A Approval of Minutes of April 10, 2023 Regular Meeting
B Approval of Minutes of April 17, 2023 Regular Meeting
C Teunissen SE 49th PI Short Plat - Approval of Developer Extension Agreement (DEA) Waiver Request - Parcel 2224069126
D Pike Commons on SE 21st St - Approval of Assignment and Assumption Agreement - Parcels 0324069037, 9054
E Adams 223rd SE Sewer Extension - DEA Initial Acceptance Resolution - Parcel 9510950080
F Triton 240th Ave SE Short Plat - DEA Initial Acceptance Resolution - Parcel 2224069125
G Cantor 208th SE Short Plat - DEA Final Acceptance Resolution - Parcel 3225069019

### ACTIVE AGENDA

<table>
<thead>
<tr>
<th>Time</th>
<th>Minutes Allocated</th>
<th>Item</th>
</tr>
</thead>
<tbody>
<tr>
<td>03:40 PM</td>
<td>20</td>
<td>Louis Thompson Basin Sewer Project - Public Meeting Debrief</td>
</tr>
<tr>
<td>04:00 PM</td>
<td>25</td>
<td>STCA Request to Replace Collateral Property Regarding SE 4th Street Sewer Main Agreement</td>
</tr>
<tr>
<td>04:25 PM</td>
<td>20</td>
<td>Interim North Lake Lift Station Capacity Improvements - Award of Contract</td>
</tr>
<tr>
<td>04:45 PM</td>
<td>30</td>
<td>East King County Regional Water Association Water Rights Application</td>
</tr>
<tr>
<td>Estimated Time</td>
<td>Minutes Allocated</td>
<td>Reports</td>
</tr>
<tr>
<td>---------------</td>
<td>-------------------</td>
<td>------------------</td>
</tr>
<tr>
<td>05:15 PM</td>
<td>5</td>
<td>Attorney</td>
</tr>
<tr>
<td>05:20 PM</td>
<td>5</td>
<td>General Manager</td>
</tr>
<tr>
<td>05:25 PM</td>
<td>10</td>
<td>Commissioner</td>
</tr>
</tbody>
</table>

05:35 PM       ADJOURN

Next Regular Meeting - Monday, June 5, 2023
Public Comments

Verbal Comments:
Limited to three minutes per person or five minutes per group.

For those attending remotely, Zoom instructions are available on the District’s website: https://spwater.org/371/Board-Meetings.

Written Public Comments:
Emailed to administration@spwater.org no later than 12:00 p.m. the date of the meeting. Note “Public Comment” and the meeting date in the Subject field of the email.
Consent Agenda
Consent Agenda

Item A
Board President Lloyd Warren called the hybrid regular meeting to order at 3:30 p.m. A quorum represented by Commissioners Lloyd Warren, Ryika Hooshangi, Mary Shustov, and Tom Harman was present. Also present were District staff Jay Krauss, Jay Regenstreif, Shelley Jurgensen, Steve Paige, Kyle Wong, Andy Tuchscherer, Uma Singh, Gary Chittim, Jackson Dove, Janet Sailer, Jim Konigsfeld, and Marissa Huntley. Rosemary Larson, District legal counsel, was also present. Commissioner Nav Otal arrived later, as these minutes indicate.

**APPROVAL OF THE AGENDA**

- **Motion:** Commissioner Shustov made a motion to approve the agenda as presented. Commissioner Harman seconded the motion.
  - The motion carried unanimously.

**PUBLIC COMMENTS**

Mary Wictor – 408 208th Ave NE, Sammamish, WA

- Shared recent issues experienced using the District’s customer portal.
- Advised that the District will be giving a presentation to Sammamish City Council on the District’s Wastewater Comprehensive Plan tomorrow.
- Summarized the two written public comments she submitted today.

Huntley advised that two written public comments were received and transmitted to the Board.

**CONSENT AGENDA**

<table>
<thead>
<tr>
<th>Approval:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Position Creation: Lead Customer Service Specialist, Business Intelligence Analyst/Developer, and GIS Developer/Administrator</td>
</tr>
</tbody>
</table>

| Developer Extension Agreement: |
| 5190 – Zhu SE 48th ST Short Plat – Initial Acceptance Resolution – Parcel 1524069058 |

<table>
<thead>
<tr>
<th>Vouchers:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Payroll</td>
</tr>
<tr>
<td>Department of Retirement – Public Employees Retirement System (PERS)</td>
</tr>
<tr>
<td>Health Equity – Health Savings Account</td>
</tr>
<tr>
<td>ICMA – Deferred Compensation</td>
</tr>
<tr>
<td>King County Finance – Payroll Taxes</td>
</tr>
<tr>
<td>WA State Support Registry (Division of Child Support)</td>
</tr>
<tr>
<td>WA State Treasurer – Deferred Compensation</td>
</tr>
<tr>
<td>Section 125 – Maintenance Fund</td>
</tr>
<tr>
<td>-------------------------------</td>
</tr>
<tr>
<td>Section 125 – Maintenance Fund</td>
</tr>
<tr>
<td>State of WA – Excise Tax – Maintenance Fund</td>
</tr>
<tr>
<td>State of WA – Excise Tax – Joint Fund</td>
</tr>
<tr>
<td>Maintenance Fund</td>
</tr>
<tr>
<td>Joint Fund</td>
</tr>
<tr>
<td>Construction Fund</td>
</tr>
<tr>
<td>Payroll</td>
</tr>
<tr>
<td>Department of Retirement – Public Employees Retirement System (PERS)</td>
</tr>
<tr>
<td>King County Finance – Payroll Taxes</td>
</tr>
<tr>
<td>WA State Support Registry (Division of Child Support)</td>
</tr>
<tr>
<td><strong>Total</strong></td>
</tr>
</tbody>
</table>

- **Motion:** Commissioner Shustov made a motion approving the consent agenda as presented. Commissioner Hooshangi seconded the motion.  
  **The motion carried unanimously.**

**A. CUSTOMER ACCOMMODATIONS DURING INCIDENTS PRESENTATION**
Tuchscherer and Huntley gave a presentation regarding the proposed framework for customer accommodations during incidents.

- **Motion:** Commissioner Hooshangi made a motion approving the framework for customer accommodations during incidents as presented. Commissioner Shustov seconded the motion.  
  **The motion carried unanimously.**

**B. MEDIA AND PUBLIC COMMUNICATIONS TRAINING**
Chittim gave a media and public communications training.

Commissioner Otal joined the meeting at 4:04 p.m.

**C. LOUIS THOMPSON RD SEWER PROJECT – ULID INFORMATION & SET PUBLIC MEETING DATE**
Regenstreif provided a presentation to discuss the Utility Local Improvement District (ULID) by resolution process for the Louis Thompson Sewer Main Project (Project). Regenstreif explained that Board input is needed on the ULID Assessment and public meeting date.

There was Board consensus on the ULID Assessment option to allow property owners to elect to include the remaining 50% Local Facility Charge (LFC) with the assessment.

There was Board consensus to schedule the Public Meeting as part of the May 8, 2023 Regular Board meeting.
ATTORNEY/MANAGER/COMMISSIONER REPORTS

General Manager

- Advised that the District’s application to Representative Kim Schrier’s office for the Fiscal Year 2024 Community Project Funding opportunity for the Louis Thompson Basin Sewer Extension Project, also referred to as the Louis Thompson Sewer Main Project was not selected.
- Shared that East King County Regional Water Association (EKCRWA) and Seattle Public Utilities sent letters to the District regarding two water right applications that the District is a party to as a member of EKCRWA. Krauss advised that he informed Laura Keough, EKCRWA Secretary/Treasurer, that the District requires 30 days to review and respond, as opposed to the April 14, 2023 deadline noted in the letter from EKCRWA. Krauss further advised that discussion will be programmed at a future Board meeting following legal counsel review.
- Introduced Uma Singh the District’s new Information Systems Manager.
- Reported Steve Paige, the District’s Finance Manager, has submitted his resignation. Krauss advised that recruitment efforts have been initiated.

Commissioners

Commissioner Harman

- Inquired if the District would be attending the Washington Association of Sewer & Water Districts’ (WASWD) upcoming meeting on the Retro Pool. Krauss advised that the District is not attending the meeting as the District is not a member of WASWD’s Retro Pool.

Commissioner Shustov

- Requested an excused absence from the April 17, 2023 and May 1, 2023 Regular Board meetings.

  ➢ Motion: Commissioner Hooshangi made a motion to excuse Shustov’s absences from the two Regular Board meetings as requested. Commissioner Harman seconded the motion. The motion carried unanimously.

- Reported on her attendance at a recent Metropolitan Water Pollution Abatement Advisory Committee (MWPAAC) meeting. The meeting attendees discussed MWPAAC’s letter on King County’s 2024 rate proposal. In addition, requested a letter be sent to Kamuron Guro, Director of the Wastewater Treatment Division (WTD), to provide comments regarding the County’s 1,000 basin acre standard for regional infrastructure and its Conveyance System Improvement (CSI) Program. There was consensus for Krauss to work with Shustov to draft a letter.

Commissioner Otal

- Reported on her attendance at a recent Investment Pool Advisory Committee (IPAC) quarterly meeting.
Commissioner Warren
- Advised that he will give a presentation on PFAS at WASWD’s 2023 Spring Conference.
- Reported on his attendance at a recent Regional Water Quality Committee (RWQC) meeting.

ADJOURN
As there were no further persons to be heard or business to discuss, the meeting was adjourned at 5:39 p.m.

Mary Shustov, Secretary
Consent Agenda

Item B
Board President Lloyd Warren called the hybrid regular meeting to order at 3:32 p.m. A quorum represented by Commissioners Lloyd Warren, Ryika Hooshangi, and Nav Otal was present. Also present were District staff Jay Krauss, Jay Regenstreif, Steve Paige, Shelley Jurgensen, Kyle Wong, Andy Tuchscherer, Uma Singh, Gary Chittim, Mike Lillejord, Dalton Langlois, Mayura Pradhan, John Anderson, Mike Lillejord, and Marissa Huntley. Charlotte Archer, District legal counsel, was also present. Commissioner Tom Harman arrived later, as these minutes indicate. Commissioner Mary Shustov, had an excused absence.

APPROVAL OF THE AGENDA

- **Motion:** Commissioner Otal made a motion to approve the agenda as presented. Commissioner Hooshangi seconded the motion. 
  **The motion carried unanimously.**

Commissioner Harman joined the meeting at 3:33 p.m.

PUBLIC COMMENTS
Mary Wictor – 408 208th Ave NE, Sammamish, WA
- Expressed appreciation for the District’s recent presentation to the Sammamish City Council on the District’s Wastewater Comprehensive Plan.
- Provided comment on the rate setting initiatives and cross connection control program agenda items.

CONSENT AGENDA

<table>
<thead>
<tr>
<th>Resolutions:</th>
</tr>
</thead>
<tbody>
<tr>
<td>5191 – Authorizing Designated District Employees as Signators of the Bank of America Depository Account</td>
</tr>
<tr>
<td>5192 – Authorizing Designation of Certain District Staff to Execute Documents relating to the District Section 125 Flexible Benefits Plan</td>
</tr>
<tr>
<td>5193 – 2021-2022 Asphalt Patch &amp; Casting Adjustment - Final Acceptance of Construction Contract with Lakeside Industries</td>
</tr>
</tbody>
</table>

| Developer Extension Agreement: |
| 5194 – Nevin 219th Ln SE Sewer Extension – Termination Resolution – Parcel 0424069103 |

- **Motion:** Commissioner Otal made a motion approving the consent agenda as presented. Commissioner Hooshangi seconded the motion. 
  **The motion carried unanimously.**
A. REVIEW RATE SETTING INITIATIVES – CAPITAL REPLACEMENT RESERVE CALCULATIONS
Krauss gave a presentation on rate setting initiatives, specifically the capital replacement reserve calculation using the National or Seattle Construction Cost Index (CCI). Krauss explained that no action is being requested on the calculation method and that there will be future presentation leading up to the 2024 Budget process.

B. REVIEW OF ON-CALL STAFFING AND VEHICLE USE POLICY
Krauss and Jurgensen gave a presentation regarding the on-call staffing and vehicle use policy.

There was Board consensus on staff’s recommendation for an additional on-call staff person for Water Operations based on the division for treatment and distribution.

The Board directed staff to gather additional information on the liability concerns regarding the proposed changes to vehicle use policy, as well as to evaluate alternative solutions to address staff’s feedback.

C. LEAD AND COPPER RULE OVERVIEW PRESENTATION
Lillejord gave an informational presentation on the Lead and Copper Rule and the requirement for water purveyors to inventory all water services lines.

D. DISCUSSION OF CROSS CONNECTION CONTROL PROGRAM AND ADMINISTRATION
Tuchscherer gave a presentation on the District’s Cross Connection Control Program (Program).

Comments by Commissioners indicated there was a majority in favor of the hybrid option for the Program, which requires premises isolation except for single family outdoor irrigation.

Krauss explained that District staff will review the District’s Code and draft revisions to the policy and bring back to a future Board meeting to consider adoption.

Tuchscherer then continued his presentation on the Program regarding the administration and enforcement of the Program.

The Board directed staff to review Washington law to determine if the authority to shutoff water for non-compliance for annual backflow testing is through State law or District’s policy. Also, directed staff to review alternative enforcement options, such as an escalating fine structure.

Commissioner Hooshangi left the meeting at 5:26 p.m.
E. DISCUSSION OF EAST KING COUNTY REGIONAL WATER ASSOCIATION (EKCRWA) WATER RIGHTS APPLICATION

Archer reviewed options regarding the two water right applications that EKCRWA and Seattle Public Utilities (SPU) jointly submitted.

The Board requested additional information on this matter in order to provide direction on whether to support moving forward with pursuing the water rights or to withdraw.

Krauss reported that he received correspondence from Laura Keough, EKCRWA Secretary/Treasurer, that SPU has extended the date for a response to letters from EKCRWA and SPU regarding the applications to May 31, 2023.

ATTORNEY/MANAGER/COMMISSIONER REPORTS

General Manager
- Reminded the Board to be vigilant of phishing scam emails.
- Reported the Department of Ecology’s Capital Budget request for the District’s PFAS removal treatment plant project is still live and navigating through the legislature. Krauss advised that a final budget is anticipated on April 23, 2023 and that, if successful, the funding would not be accessible until July 1, 2023, the start of the Legislature’s fiscal year.
- Reported on his recent correspondence with the Environmental Protection Agency (EPA), the agency administering the direct appropriation from Representative Schrier for the District’s PFAS removal treatment plant project, and the challenges the District is continuing to experience in order to access the funds.
- Reported on his recent communication with Sammamish City Councilmember Amy Lam regarding King County’s 2024 wastewater rate proposal. Krauss also advised that he is trying to schedule a meeting in May between City councilmembers and Hooshangi and Otal, the District’s assigned government liaisons.

Commissioners
Commissioner Otal
- Reminded the Board of her excused absences from the three Board meetings in May.

Commissioner Warren
- Reported on his presentation on PFAS at Washington Association of Sewer & Water Districts’ (WASWD) 2023 Spring Conference.

ADJOURN

As there were no further persons to be heard or business to discuss, the meeting was adjourned at 6:00 p.m.

Mary Shustov, Secretary
Consent Agenda

Item C
INTRODUCTION:
The City of Issaquah approved a 3-lot Short Plat of Tax Parcel 2224069126, the Teunissen Short Plat, without input from the District. However, the short plat was anticipated with the development of the Plat of Jazz Run, and the water and sewer connections were installed with the Jazz Run DEA.

The owner of Teunissen property is requesting the District waive the requirement for the DEA for the Teunissen short plat.

POLICY:
District Code
Section 4.00.010 – Developer extension agreement.
A developer extension agreement (DEA) is require for subdividing property.

BACKGROUND:
The Teunissen property, Tax Parcel 2224069126, is located on SE 49th Pl. The lot, in its current configuration was created during the development of the Jazz Run project.
The underlying tax parcel has one single family home, and is an existing water and sewer customer.

The District found out about the 3-lot Short Plat when the owner of the property, Mr. Teunissen, requested Certificates of Water and Sewer Availability to build a single-family house Lot 1 of the new Short Plat.

Mr. Teunissen, applied to the City of Issaquah for a 3-lot Short Plat in 2021. The City did not contact the District regarding provision of water and sewer service, but processed the short plat, issuing a Notice of Decision on June 6, 2022. The Final Short Plat was signed by the City of Issaquah on 4/11/2023, and is close to being fully approved, which will create the new lots.

Because of the water and sewer work done with the Jazz Run DEA, provision of water and sewer service to the Teunissen Short Plat only requires payment of certain District fees, and then requests for water and sewer certificates for building permits for the 2 new vacant lots, when a house building permit is pursued.

Based on the prior installation of the water and sewer facilities, the fees that the District would collect through the DEA process would have been limited to the Water and General Facility Charges for the new lots. The developer would also have paid the DEA Application fee of $1,500, and for District staff time preparing documentation and communications with the City of Issaquah during the short plat process.
District staff is satisfied that the now approved short plat matches that considered during the facility installation with Jazz Run, and no additional work on the water and sewer connections will be required due to the Short Plat.

If Mr. Teunissen pays the General Facility Charges that would have been collected through the standard DEA process, District staff would support waiving the requirement to enter into a DEA for the Teunissen Short Plat.

**BUDGET STATUS:**
General Facility Charges owed for Lots 1 and 3:

<table>
<thead>
<tr>
<th>WATER</th>
<th>SEWER</th>
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<tbody>
<tr>
<td>General Facility Charge/ERU:</td>
<td>$ 6,704.00</td>
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<tr>
<td>2 lots x 2.</td>
<td>x 2.</td>
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<tr>
<td>Total GFC</td>
<td>$13,408.00</td>
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<tr>
<td>Credit Res. 4473:</td>
<td>($ 1,500.00)</td>
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<tr>
<td>GFC Owing</td>
<td>$11,908.00</td>
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<tr>
<td>Excise Tax</td>
<td>$ 208.39</td>
</tr>
<tr>
<td>Total</td>
<td>$12,116.39</td>
</tr>
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</table>

**FISCAL IMPACT:** NA

**OPTIONS:**
By Motion:
1. Approve the request to waive the Developer Extension Agreement (DEA) requirement for the Teunissen Short Plat of Tax Parcel 2224069126, contingent upon payment of General Facility Charges that would normally be collected through the DEA process.

**STAFF RECOMMENDATIONS:**
1. Approve the request to waive the Developer Extension Agreement (DEA) requirement for the Teunissen Short Plat of Tax Parcel 2224069126, contingent upon payment of General Facility Charges that would normally be collected through the DEA process.

**ATTACHMENTS:**
No attachments
Consent Agenda

Item D
INTRODUCTION:
The Developer Extension Agreement ("DEA") that was entered into with Dimitry Vasilevsky as Developer for the Pike Commons SE 21st St DEA would like to assign Shamsuddin Khowaja with Shafa Investment, LLC as the new Developer to the DEA. The Developer Extension Agreement consists of 8 Water ERUs and 8 Sewer ERUs.

POLICY:
Developer Extension Agreement ("DEA") terms and conditions:
3. No Assignment Without District Approval
   The Developer’s rights and responsibilities arising out of this Agreement are not assignable unless District consent is obtained, as conditioned by the District, prior to any proposed assignment. Written documents as required by the District of any District approved assignment shall be filed with the District by the Developer herein at the time of any assignment.

BACKGROUND:
Pike Commons on SE 21st St project is located at 22855 SE 21st St and 22843 SE 21st St. The project was entered into with Dimitry Vasilevsky as the Developer for a single family residential. The Developer that signed the DEA Dimitry Vasilevsky has sold the property to Shamsuddin Khowaja with Shafa Investment, LLC.

The DEA was entered into with Dimitry Vasilevsky on November 7, 2016, by Resolution 4619. The DEA is for 8 Water ERUs and 8 Sewer ERUs. The development includes 8 single family residential lots each with 3/4" meters.

The District received an “Assignment and Assumption of Developer Extension Agreement” form from Dimitry Vasilevsky dated April 26, 2023 requesting the existing DEA be assigned to Shamsuddin Khowaja with Shafa Investment, LLC.

BUDGET STATUS:
NA

FISCAL IMPACT:
The new Developer will be responsible for all District costs associated with this project.

OPTIONS:
1. Approve the Assignment of the existing DEA to the new Developer.
2. Require the new Developer to enter into a new DEA and terminate the old DEA.
3. Terminate the DEA with no assignment or new DEA for development of the property.
**STAFF RECOMMENDATIONS:**
District Staff recommends the Board approve the request for Assignment of the DEA for the Pike Commons on SE 21st St DEA, from Dimitry Vasilevsky to Shamsuddin Khowaja with Shafa Investment, LLC, with the mechanism of transfer being Assignment and Assumption Agreement at 8 ERUs for Water and 8 ERUs for Sewer.

**ATTACHMENTS:**
- Map indicating Pike Commons on SE 21st St.
- Assignment and Assumption Agreement dated April 26, 2023 from Dimitry Vasilevsky.
EXHIBIT A

REAL PROPERTY DEPICTION
PIKE COMMONS ON SE 21ST ST
TAX PARCEL 0324069037, 0324069054

REAL PROPERTY LOCATION
ASSIGNMENT AND ASSUMPTION OF
DEVELOPER EXTENSION AGREEMENT

SAMMAMISH PLATEAU WATER & SEWER DISTRICT

THIS AGREEMENT ("Agreement") is made this 26th day of April, 2023, by and between the Sammamish Plateau Water & Sewer District ("District"),

[Dimitry Vasilevsky]

[husband and wife, a Washington corporation, partnership, LLC, sole proprietor]

("Assignor") and [Shamsuddin Khogath]

[husband and wife, a Washington corporation, partnership, LLC, sole proprietor]("Assignee")

(individually a “Party” and collectively the “Parties”) for the purposes set forth below.

RECITALS:

WHEREAS, Assignor, as Developer, entered into a Developer Extension Agreement with the District, for [Pike Commons on SE 216th St] (development name) dated 11-7-2016 ("Extension Agreement") regarding the construction of certain water and/or sewer extension improvements ("Improvements") for the project known as [Pike Commons on SE 216th St] ("Project") referenced therein; and

WHEREAS, Assignor sold the Project and the real property upon which the Project is located to Assignee, and Assignor is desirous of assigning to Assignee, and Assignee is desirous of assuming, all of Assignor’s rights, obligations and responsibilities under the Extension Agreement; and

NOW, THEREFORE, in consideration of the following terms and conditions, the Parties agree as follows:

1. Assignor hereby assigns, transfers and conveys to Assignee all its rights, and delegates to Assignee all of its duties, liabilities and obligations under the Extension Agreement, and Assignee hereby assumes and accepts all duties, liabilities and obligations of Assignor under the Extension Agreement (the "Assignment and Assumption"). The Assignment and Assumption shall expressly include the conveyance and transfer from Assignor to Assignee of all fees, costs, charges, assessments and other payments or all benefits therefrom ("Payments") made by Assignor to the District pursuant to the Extension Agreement and Assignor shall not be entitled to a refund or credit from the District of or for the Payments.

2. District hereby consents to the Assignment and Assumption of the Extension Agreement by Assignor to Assignee.

3. Assignee agrees to pay the District Extension fees and charges described in the most current District-adopted standard Developer Extension Agreement, including but not limited to the Administrative Fee, the actual District costs associated with the Design and Inspection Phase of the work, the actual cost of permits such as right-of-way permits, and the 11-month inspection fee.
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 SAMMAMISH PLATEAU WATER AND SEWER DISTRICT to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated ____________________________
Signature of Notary Public ____________________________
Title ____________________________
My Appointment Expires __________

STATE OF WASHINGTON )
COUNTY OF KING ) ss.

I certify that I know or have satisfactory evidence that Dmitry Vasilievsky 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 Owner of Tax Parcel 03.24069154 to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated 4/26/23
Signature of Notary Public Karen P. Averett
Title Notary Public
My Appointment Expires 8-14-26

STATE OF WASHINGTON )
COUNTY OF KING ) ss.

I certify that I know or have satisfactory evidence that Shoresuddin Khawaja 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 Owner of Tax Parcel 03.24069154 to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated 4/26/23
Signature of Notary Public Karen P. Averett
Title Notary Public
My Appointment Expires 8-14-26
4. Assignee shall execute and deliver to District all Bills of Sale, Easements, and other documents required pursuant to the Extension Agreement and Assignee shall pay all District fees, costs, charges and assessments pursuant to the Extension Agreement and pursuant to Paragraph 3 and 7 herein prior to District's final acceptance of the Improvements.

5. This Agreement shall serve as an addendum to the Extension Agreement and shall supersede and amend such Extension Agreement to the extent provided herein.

6. All time limits set forth herein are of the essence. The Parties agree to perform all obligations under this Extension Agreement with due diligence.

7. The District will cause to be performed certain services by its legal counsel, engineers and District personnel to carry out the foregoing purposes, including but not limited to the preparation and administration of this and any related Extension Agreements and documents. Assignee agrees to pay the costs of all such services as a condition of the District's Extension Agreement herein and acceptance of the Project.

Sammamish Plateau Water & Sewer District

By ________________________________

(Print or type name)

Its ________________________________

(Print or type position held)

Original Developer/Assignor: ________________________________

By DMITRY VASILEVSKY

(Print or type name)

Its FORMER OWNER

(Print or type position held)

New Developer/Assignee: ________________________________

By SHAAMSULDIN KHOLVAZH

(Print or type name)

Its OWNER

(Print or type position held)

Address 12080 78ND AVE NE

KIRKLAND WA 98034

Phone (310) 650-3772.
Consent Agenda

Item E
RESOLUTION NO. ____________

RESOLUTION OF THE BOARD OF COMMISSIONERS OF SAMMAMISH PLATEAU WATER AND SEWER DISTRICT, KING COUNTY, WASHINGTON, AUTHORIZING AND APPROVING THE APPLICATION FOR THE DEVELOPER EXTENSION AGREEMENT FOR THE

ADAMS 223RD SE SEWER EXTENSION

WHEREAS, Sammamish Estates LLC have submitted an application to enter into a Developer Extension Agreement for service to a development known as ADAMS 223RD SE SEWER EXTENSION; and

WHEREAS, said party has submitted to the District Preliminary/Certificate Fees of

WATER $0.00  SEWER $6,017.50

BE IT RESOLVED, by the Board of Commissioners of Sammamish Plateau Water & Sewer District, King County, Washington, as follows:

1. The District hereby approves the application and authorizes the execution of the Developer Extension Agreement referenced above.

2. The balance of the Preliminary/Certificate fees not yet paid as required by District resolution will be due no later than when the District General Manager approves by signature the design for construction of the water and/or sewer facilities associated with this Developer Extension Agreement, and;

3. If there is no construction of any water and/or sewer facilities for the project, the balance of the Preliminary/Certificate fees not yet paid as required by District resolution will be due before the installation of water meters or side sewers and/or before the District’s final Acceptance of the Developer Extension Agreement, whichever is sooner.
ADOPTED by the Board of Commissioners of Sammamish Plateau Water and Sewer District, King County, Washington, at a regular open public meeting held on the 15th day of May 2023.

**Individual Commissioner's Vote on this Resolution:**

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Resolution No. __________
Tax Parcel 9510950080
0 Water ERUs and 1 Sewer ERU
EXHIBIT A

REAL PROPERTY DEPICTION
ADAMS 223RD SE SEWER EXTENSION
TAX PARCEL 9510950080

REAL PROPERTY LOCATION
Consent Agenda

Item F
Sammamish Plateau Water & Sewer District
King County, Washington

Resolution No. ______________

Resolution of the Board of Commissioners of Sammamish Plateau Water and Sewer District, King County, Washington, Authorizing and Approving the Application for the Developer Extension Agreement for the

TRITON 240TH AV SE SHORT PLAT

Whereas, Vijayabhanu Rajarajan have submitted an application to enter into a Developer Extension Agreement for service to a development known as

TRITON 240TH AV SE SHORT PLAT; and

Whereas, said party has submitted to the District Preliminary/Certificate Fees of

WATER $5,000.00  SEWER $549.45

Be it resolved, by the Board of Commissioners of Sammamish Plateau Water & Sewer District, King County, Washington, as follows:

1. The District hereby approves the application and authorizes the execution of the Developer Extension Agreement referenced above.

2. The balance of the Preliminary/Certificate fees not yet paid as required by District resolution will be due no later than when the District General Manager approves by signature the design for construction of the water and/or sewer facilities associated with this Developer Extension Agreement, and;

3. If there is no construction of any water and/or sewer facilities for the project, the balance of the Preliminary/Certificate fees not yet paid as required by District resolution will be due before the installation of water meters or side sewers and/or before the District’s final Acceptance of the Developer Extension Agreement, whichever is sooner.
ADOPTED by the Board of Commissioners of Sammamish Plateau Water and Sewer District, King County, Washington, at a regular open public meeting held on the 15th day of May 2023.

Individual Commissioner's Vote on this Resolution:

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EXHIBIT A

REAL PROPERTY DEPICTION
TRITON 240TH AVE SE SHORT PLAT
TAX PARCEL 2224069125

REAL PROPERTY LOCATION

Resolution No. ____________________
Tax Parcel 2224069125
2 Water ERUs and 2 Sewer ERUs
Consent Agenda

Item G
WHEREAS, the Board of Commissioners of Sammamish Plateau Water and Sewer District approved the application by Clifford and Pauline Cantor (“Developer”) for a Developer Extension Agreement (“DEA”) by Initial Resolution Number 2396 dated the 16th day of November 1998 for the project known as CANTOR 208TH SE SHORT PLAT; and

WHEREAS, Developer has met all of the conditions of the Developer Extension Agreement; and

WHEREAS, District staff have recommended that the water and sewer be given Final Acceptance; now, therefore,

BE IT RESOLVED, by the Board of Commissioners of Sammamish Plateau Water & Sewer District, King County, Washington, as follows:

1. The Developer Extension Agreements referenced above are hereby given final acceptance by the District and said systems be maintained and operated in a manner consistent with the District's policies.
**ADOPTED** by the Board of Commissioners of Sammamish Plateau Water and Sewer District, King County, Washington, at a regular open public meeting held on the 15th day of May 2023.

**Individual Commissioner's Vote on this Resolution:**

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Resolution No.  
Tax Parcel 3225069019  
1 Water ERU and 2 Sewer ERUs
Active Agenda
Active Agenda
Item A

Louis Thompson Basin Sewer Project – Public Meeting Debrief
On May 8, 2023, the District conducted a Public Meeting on the proposed Louis Thompson Sewer Basin Utility Local Improvement District (ULID) project. Based upon feedback reviewed after the Public Meeting, District staff would like to have a debriefing with the Board on input received, review the ULID and project schedule, and additional work or outreach that may be beneficial to the process as we move forward.

**ATTACHMENT:**
- Project Schedule
Louis Thompson
Area Sewer Project

MAY 15, 2023 BOARD MEETING
Louis Thompson Area ULID Process

Estimated Schedule

Phase 1 Design Initiated
2/6/2023

Public Meeting
5/8/2023

Resolution of Intent to Form ULID
June 5, 2023

Preliminary Assessment Hearing
July 17, 2023

Phase 2 Design Initiated
October 2023

Phase 1 Bid
Sept 2023 – Feb 2024

Resolution Ordering Improvements
August 21, 2023

10-Day Appeal Period
July 27, 2023

Phase 1 Construction
Nov 2023 - 2024

Phase 2 Bid
November 2024

Final Assessment Hearing
February 2025

Phase 2 Construction
Jan – Dec 2025

First Annual Assessment due April 2026

All Dates are Estimated
Draft Project Schedule

All Dates are Estimated

- Preliminary Assessment Hearing: May 8, 2023
- Resolution of Intent for ULID
- Set Final Assessment Hearing: June 5, 2023
- Final Assessment Hearing: July 17, 2023
- August 21, 2023
- January 2025
- February 2025

Phases:
- Ph 1 Design + Permitting
- Ph 1 Bidding
- Ph 1 Construction
- Ph 2 Design + Permitting
- Ph 2 Bidding
- Ph 2 Construction

Dates are Estimated.
Active Agenda
Item B

STCA Request to Replace Collateral Property Regarding SE 4th Street Sewer Main Agreement
May 11, 2023

Via Email

Sammamish Plateau Water and Sewer District
Attn: General Manager
1510 – 228th Ave SE
Sammamish, WA  98075
Email: jay.krauss@spwater.com;
marissa.huntley@spwater.org

Inslee, Best Doezie & Ryder, P.S.
Attn: Eric Frimodt
Skyline Tower, Suite 1500
10900 NE 4th Street
Bellevue, WA  98004
Email: efrimodt@insleebest.com

Re: SE 4th Sewer Main Agreement by and between STCA, LLC (“Developer”) and Sammamish Plateau Water and Sewer District (the “District”) recorded under King County recording no. 20181031001122 (the “Agreement”); Substitution of STCA Collateral Property

Dear Sammamish Plateau Water and Sewer District and Inslee, Best Doezie & Ryder, P.S.:

This firm represents the Developer in connection with the Agreement and related matters. We are sending this letter pursuant to Section 2.5 of the Agreement to propose to the District to substitute alternative real property as the “STCA Collateral Property” (as defined in the Agreement). Developer hereby proposes that the real property commonly known as 22605 SE 4th Street, Sammamish, Washington (the “Substitute Collateral Property”) be substituted for the existing STCA Collateral Property, which shall be referred to herein as the “Proposed Substitution”. We submit this letter for the District’s review at its May 15, 2023 board meeting.

The Proposed Substitution is being made to allow Developer to make a contribution of the current STCA Collateral Property to a joint venture between Developer and a third party for the development and construction of homes on the STCA Collateral Property. All monetary liens, including the lien created by the Agreement, must be removed from the STCA Collateral Property before the property contribution can be made.

Section 2.5 of the Agreement requires that the substituted real property collateral have a fair market value greater than or equal to $985,325 or 125% of the Connection Charge Balance (as defined in the Agreement). To substantiate fair market value, we note that the current tax-assessed land value of the Substitute Collateral Property is $1,670,000 (as shown in the property tax statement for the 2nd half of 2023 enclosed herewith). We are also enclosing the real estate excise tax affidavit that was filed at the closing of Developer’s purchase of the Substitute Collateral Property in August 2022, reflecting that Developer paid a purchase price of $3,400,000. We believe the purchase price paid by Developer is a better indication of fair market value.
The Substitute Collateral Property is free of any monetary liens, as shown on the enclosed title report. Upon the execution and recording of the amendment to the Agreement enclosed herewith, the District will have a first priority lien on the Substitute Collateral Property.

To facilitate the District’s review of this proposal, we are enclosing the following:

(1) A recorded copy of the Agreement;

(2) A site plan depicting the current STCA Collateral Property and the Substitute Collateral Property;

(3) The Real Estate Excise Tax Affidavit filed in connection with Developer’s purchase of the Substitute Collateral Property in August 2022, reflecting a purchase price of $3,400,000.00;

(4) The second half 2023 property tax statement for the Substitute Collateral Property, reflecting a tax-assessed land value of $1,670,000.

(5) A current title report for the Substitute Collateral Property, as requested by the District’s counsel; and

(6) A draft amendment to the Agreement to effect the Proposed Substitution.

Please indicate the District’s approval of the Proposed Substitution by executing and returning the amendment to the Agreement enclosed herewith. Please let us know if we can provide any further information regarding this matter.

Sincerely,

Matthew W. Markovich

Matthew W. Markovich
cc (via email): Matthew Samwick
               Peter Brennan
               Ryan Durkan
               Steve Roos
               Matthew Weger

Enclosures
MWM:as
E-Mail: matt.markovich@hcmp.com
Direct Dial: (206) 470-7629
Fax: (206) 623-7789

ND: 22029.00501 4885-1356-6307v2
Sammamish Plateau Water & Sewer District
1510 – 228th Avenue SE
Sammamish, WA 98075

SE 4TH SEWER MAIN AGREEMENT

Reference #’s: None

Grantor(s): STCA, LLC
c/o Matthew Samwick
5335 Meadows Road, Suite 108
Lake Oswego, OR 97035

Grantee(s): Sammamish Plateau Water and Sewer District
1510 – 228th Ave SE
Sammamish, WA 98075

Legal Description: Section 33 Township 25 North-Range 06 East &
Additional legal description is on page(s) 12, 13 & 14 of document.

Tax Parcel ID: 3325069068, 3325069157, 3325069085, 3325069102,
3325069044, 3325069174, 3325069024
S.E. 4TH STREET SEWER MAIN AGREEMENT

This Agreement ("Agreement") is made and entered into by and between Sammamish Plateau Water and Sewer District, a Washington municipal corporation ("District"), and STCA, LLC, a Delaware limited liability company registered and authorized to do business in the State of Washington ("Developer") (individually a "Party" and collectively the "Parties") for the purposes set forth herein.

I. RECITALS

1.1 The District owns and operates a public water system and sewer collection system pursuant to Title 57 of the Revised Code of Washington ("RCW") located in the Sammamish Plateau area in King County, Washington.

1.2 A portion of the District’s water and sewer service area is located within the City of Sammamish, a Washington municipal corporation ("City"). The City is undertaking a project known as the "SE 4th Street Improvements Project" which provides for the construction of roadway and pedestrian improvements in SE 4th Street ("City Work"), all of which is located in an area of the City referred to as "Town Center". The District plans to complete a project known as the "Sammamish Town Center SE 4th Street Water and Sewer Main Project", which provides for the installation of a new water main and sanitary sewer main in SE 4th Street, together with certain additional water and sewer segments underneath side roads to SE 4th Street (together, the "District Work"). The City and the District determined that cost savings and benefits in the public interest could be achieved by the City executing the District Work in conjunction and contemporaneously with the City Work (collectively, "the Project"). The City and the District then entered into an interlocal agreement, as approved by the District Board of Commissioners by Resolution No. 4708 on July 7, 2017 ("Interlocal Agreement"), pursuant to Chapter 39.4 RCW, providing for the City to execute the District Work as part of the Project, and for the District to reimburse the City for the cost of the District Work. The Sammamish City Council approved the Interlocal Agreement on July 18, 2017. The Interlocal Agreement authorized the City to publicly bid the Project work as a public works project, including the District Work, and to notify the District of the contractor bids received for the Project, including the District Work, which District Work was included in the Project bid as Schedule B (approximately 2,300 lineal feet of 12-inch water main, "the Water Main Work") and Schedule C (approximately 1,700 lineal feet of 8-inch sewer main, "the Sewer Main Work").

1.3 The City obtained bids for the Project work on February 21, 2018, determined that Marshbank Construction ("Contractor") was the lowest responsible bidder for the Project work, including the District Work, and notified the District of the City’s intent to award the Project contract to the Contractor. The Contractor’s bid to perform the Water Main Work was below the District’s estimated cost to construct the Water Main Work; however, the Contractor’s bid for the Sewer Main Work was $2,000,847.20, significantly above the District’s estimated cost to construct the Sewer Main Work of $975,419.50. The Interlocal Agreement gave the District the right to
approve or reject the Contractor’s bid for the District Work, and if the District decided to reject
the Contractor’s bid for the District Work, to perform the District Work during the Project by its
own contractor, or to elect not to perform the District Work. Further, the District had the right to
approve the Contractor’s bid for the District Work, but, pursuant to the Interlocal Agreement, could
later determine by change order to modify and amend the District Work, including the deletion of
all or a portion of the Sewer Main Work.

1.4 The District then determined by notice to the City to approve the Contractor’s bid
for the Project work, including the District Work, and the City awarded the Project contract to the
Contractor. However, the District is considering the deletion of a portion of the Sewer Main Work,
due to its high cost, by change order to the Project contract. Specifically, the District is considering
deleting from the District Work that portion of the Sewer Main Work generally located between
222nd Ave SE and 224th Ave SE.

1.5 The Developer owns certain real property as legally described on EXHIBIT A and
as depicted in EXHIBIT B attached hereto and incorporated herein by this reference (“the STCA
SE 4th Street Property”) located along SE 4th Street in the Town Center area. Pursuant to Chapter
57.22 RCW, to obtain water and sewer service from the District for development of the STCA SE
4th Street Property, the District may require the Developer to construct extensions to the District’s
water and sewer systems. If the District were to reject the Contractor’s bid for the District Work
and not perform the District Work, the Developer, or other parties seeking water and sewer service
in the future from the District in the Town Center area, may be required to install such utility
extension improvements at their own cost and expense. The Developer intends to develop the
STCA SE 4th Street Property in the future and desires the District to proceed with the installation
of the District Work at this time. Pursuant to RCW 57.08.005(11), the Developer will be required
to pay the District certain water and sewer connection charges as a condition of connecting the
STCA SE 4th Street Property to and receiving utility service from the District’s water and sewer
systems, except to the extent the Developer had installed water and sewer extension improvements
required to provide such utility service. The portion of the STCA SE 4th Street Property that shall
serve as collateral for performance of Developer’s obligations hereunder is King County Parcel
No. 332506-9044, as legally described in EXHIBIT C, and depicted as Parcel “STCA-5” in
EXHIBIT B, and is referred to herein as the “STCA Collateral Property.” The STCA Collateral
Property shall at all times have a fair market value of not less than $985,325, which amount is
equal to 125% of the Estimated STCA SE 4th Sewer Main Cost (the “Required Collateral Value”).

1.6 If all or portions of the Sewer Main Work are not installed as part of the Project,
and if the Developer develops the STCA SE 4th Street Property in the future, the City might not
allow the Developer to install in SE 4th Street those portions of the Sewer Main Work necessary
to make sewer service available to the STCA SE 4th Street Property, or, if the City allows such
work, the cost to install the Sewer Main Work after the completion of the City Work could
substantially increase. Therefore, the City and the Developer desire that all of the Sewer Main
Work be installed now as part of the Project.
1.7 City, District, and Developer representatives have discussed constructing the portion of the Sewer Main Work between 222nd Ave SE and 224th Ave SE as depicted on Exhibit B attached hereto and incorporated herein by this reference ("the STCA SE 4th Sewer Main Work") as part of the Project, the plans and specifications for which are labeled "SE 4th Street – 218th AVE. SE TO 228th AVE. SE" and dated January 2018, and are on file with the District and City (the "Plans"). To preserve an efficient option for providing sewer service for development of the STCA SE 4th Street Property, the Developer is willing to reimburse the District for the District’s cost to have the City construct the STCA SE 4th Sewer Main Work as part of the Project. The STCA SE 4th Sewer Main Work is estimated to cost Seven Hundred Fifty Eight Thousand Six Hundred and Sixty Dollars ($758,660.00), not including applicable sales tax ("Estimated STCA SE 4th Sewer Main Cost"). The District is willing to have the City install the STCA SE 4th Sewer Main Work as part of the Project, and reimburse the City for the cost of such work, on the condition the Developer reimburse the District for all fees, costs and expenses incurred relating to the installation of the STCA SE 4th Sewer Main Work. Further, pursuant to RCW 57.08.005 (11), the District is willing to allow the Developer to reimburse the District for the cost of such work through installment payments over an agreed time period with interest as further provided in this Agreement and as set forth below.

1.8 The purpose of this Agreement is to set forth the terms of the District’s agreement to have the STCA SE 4th Sewer Main Work constructed as part of the Project, the Developer’s agreement to pay the District for the cost of such work, and the District’s agreement to allow the Developer to pay the District for such work on an installment basis. It is also the intent of this Agreement that the Developer’s obligation to pay and reimburse the District for the cost of the STCA SE 4th Sewer Main Work be fully secured until the District is fully paid for the STCA SE 4th Final Cost as defined in section 2.3.1 below.

Now, therefore, in consideration of the terms and conditions contained herein, the Parties agree as follows:

II. AGREEMENT

2.1 The Recitals set forth above are hereby incorporated herein by this reference.

2.2 The District agrees to have the City construct the STCA SE 4th Sewer Main Work as depicted on Exhibit B and set forth in the Plans as part of the Project.

2.3 The Developer agrees to pay and reimburse the District the actual cost of the STCA SE 4th Sewer Main Work ("the STCA SE 4th Final Cost") as provided herein. The Parties agree to cooperate in good faith regarding processing any change-order proposals that may arise during the Project. The District will endeavor to provide any proposed change orders to the Plans for the STCA SE 4th Sewer Main Work to STCA as soon as possible for engineering review and comment before approving the same, provided, the Parties recognize Project construction field conditions may require immediate District decisions whether to approve change order proposals before such proposed change order proposals can be provided to STCA for review and comment. Although
change orders to the STCA 4th Sewer Main Work may be necessary to address field conditions in the STCA SE 4th Sewer Main Work as encountered, they will not include additional work to the STCA SE 4th Sewer Main Work beyond the plans and specifications described in Section 1.7 above that may increase the cost of such work.

2.3.1 The STCA SE 4th Final Cost shall be defined as (a) the actual cost of the STCA SE 4th Sewer Main Work as constructed by the Contractor and billed by the City to the District pursuant to the Interlocal Agreement, and (b) all fees, costs and expenses incurred by the District relating to design, inspection, project management, engineering, legal, and other services related to the STCA SE 4th Sewer Main Work. The STCA SE 4th Final Cost shall be determined by the District following the District's acceptance of the District Work ("District Acceptance Date") constructed pursuant to the Interlocal Agreement.

2.3.2 After the District's determination of the STCA SE 4th Final Cost, the District shall provide written notice to the Developer of the STCA SE 4th Final Cost, together with a full accounting of the calculation of the same setting forth all components fees, costs and expenses included as part of the same. The Developer shall pay the STCA SE 4th Final Cost to the District as provided herein (subject to Developer's ability to contest the cost calculation as provided below). The District agrees to allow the Developer to pay the SE 4th Final Cost to the District in twelve (12) equal annual installments over a period of twelve (12) years, together with interest at the rate of four (4) percent per annum and applicable state and local tax thereon (an "Annual Installment") on the unpaid balance until the principal and interest are paid in full to the District. Any unpaid portion of the STCA SE 4th Final Cost plus any accrued interest thereon constitutes the "Connection Charge Balance." The first Annual Installment of principal and interest ("Initial Annual Installment") shall be due and owing to the District one (1) year after the District Acceptance Date ("the Initial Due Date") and thereafter on successive annual Due Dates (an "Annual Due Date"). Notwithstanding the foregoing, if Developer does not agree with or is uncertain of the accuracy of the District's determination of the STCA SE 4th Final Cost, Developer may promptly elect to notify the District of the same, and subsequently for the following thirty (30) days the Parties shall work together in good faith to reach agreement on the STCA SE 4th Final Cost amount. If the Parties are unable to agree on the same during such thirty-day period, then Developer shall be required to pay the STCA SE 4th Final Cost to the District as provided herein, but may file suit against the District to contest the District's determination of said amount.

2.4 If the Developer fails to pay the Initial Annual Installment or any Annual Installment on or before the Initial Due Date and any Annual Due Date, such Initial Annual Installment or Annual Installment shall be delinquent ("Delinquent Annual Installment") and the Developer shall be assessed a late payment penalty of ten (10) percent of the Initial Annual Installment or Annual Installment owing. Thereafter, if the Delinquent Annual Installment has not been paid to the District within sixty (60) days of its Annual Due Date, the District shall have the right to declare the entire Connection Charge Balance immediately due and payable to the District, assess applicable penalties and interest pursuant to RCW 57.08.081 and this Agreement (the delinquent Annual Installment and Connection Charge Balance, penalties and interest collectively referred to in this Agreement as the "Delinquent Amount"), and the District shall have the right to
certify the Delinquent Amount to the King County Auditor for lien foreclosure proceedings pursuant to RCW 57.08.081, or as such statute may be revised, amended or superseded; provided, however, that the District’s lien rights shall be limited and apply solely with respect to the STCA Collateral Property. In addition to the right to collect the Delinquent Amount and the entire Connection Charge Balance, and to foreclose the lien created by this Agreement against the STCA Collateral Property, the District shall have the right to decline any sewer service connection request for the STCA SE 4th Street Property to the STCA SE 4th Sewer Main Work until the Delinquent Amount and Connection Charge Balance, and all interest and penalties owing therein, are paid in full to the District.

2.5 This Agreement is not assignable by either Party. Therefore, the Connection Charge Balance, including both the principal amount and accruing interest owing, shall be immediately due and payable by the Developer to the District upon any sale, conveyance or other transfer of the STCA Collateral Property by the Developer; provided, however, the Developer at any time may propose to the District to substitute alternative real property as the STCA Collateral Property so long as it is within the Town Center boundaries and has a fair market value greater than or equal to the Required Collateral Value of $985,325 or 125% of the Connection Charge Balance owing at the time the Developer proposes such alternative collateral property, and the District shall have the right in its sole and reasonable discretion to accept or reject any such proposed substitute alternative real property. In addition, if any portion of the STCA SE 4th Street Property is sold, conveyed or otherwise transferred by the Developer before the Connection Charge Balance is paid in full by the Developer to the District, then at the time of such sale, conveyance or transfer the Developer shall pay to the District the Special Sewer LFC as referenced in Section 2.6 herein to the extent related to such portion of the STCA 4th Street Property that the Developer is selling, conveying, or transferring. In such event, the Special Sewer LFC paid by the Developer to the District shall be applied to the Connection Charge Balance as a credit against such total Connection Charge Balance owing the District pursuant to Section 2.3.2 above to decrease such total Connection Charge Balance owing by the Developer to the District.

2.6 Following the District’s acceptance of the District Work constructed pursuant to the Interlocal Agreement, the District shall determine the final cost of the STCA SE 4th Sewer Main Work. Then, pursuant to the provisions of RCW 57.08.005 (11), as such statute may be revised, amended or superseded, the District shall adopt a sewer local facility connection charge based on the STCA SE 4th Final Cost (the “STCA Special Sewer LFC”) assigning the entire cost of the STCA SE 4th Sewer Main Work to the STCA SE 4th Street Property as it connects to the STCA SE 4th Sewer Main Work. The STCA Special Sewer LFC shall be calculated and determined pursuant to the requirements of RCW 57.08.005 (11) so that all STCA SE 4th Street Property connecting to the STCA SE 4th Sewer Main Work shall pay its equitable share of the cost of the STCA SE 4th Sewer Main Work. In recognition of the interest the District will collect under Section 2.3.2 of this Agreement, the District agrees that it will not charge STCA additional interest on the STCA Special Sewer LFC. Notwithstanding the provisions of Section 2.8 herein, the STCA Special Sewer LFC is intended to allow the District to fully recover the STCA SE 4th Final Cost from the Developer as a sewer local facility connection charge as STCA SE 4th Street Property connects to the STCA SE 4th Sewer Main Work.

-5-
2.7 If the Developer applies to the District to connect all or any portion of the STCA SE 4th Street Property to the STCA SE 4th Sewer Main Work, the Developer shall be required to pay the District, in addition to all other applicable District connection fees and charges, the STCA Special Sewer LFC applicable to such STCA SE 4th Street Property or portion thereof the Developer seeks to connect to the STCA SE 4th Sewer Main Work; provided, any payments of the STCA Special Sewer LFC by the Developer to the District shall be applied to the Connection Charge Balance as a credit against such total Connection Charge Balance owing the District pursuant to Section 2.3.2 above to decrease such total Connection Charge Balance owing by the Developer to the District.

2.8 In addition to establishing the STCA Special Sewer LFC, following the District’s final acceptance of the District Work and determination of the STCA SE 4th Final Cost, pursuant to the provisions of RCW 57.08.005 (11), as such statute may be revised, amended, or superseded, the District shall adopt a special sewer local facility connection charge (“Special Sewer LFC”) based on the STCA SE 4th Final Cost to be assessed on all of the real property other than the STCA SE 4th Street Property that may connect to the STCA SE 4th Sewer Main Work as listed in EXHIBIT D and depicted in EXHIBIT B attached hereto and incorporated herein by this reference. The owners of the parcels listed in EXHIBIT D shall be required to pay the District, in addition to all other applicable District connection fees and charges, the Special Sewer LFC, and accruing interest at the rate of 4% per annum from the District Acceptance Date, applicable to the real property the owner seeks to connect to the STCA SE 4th Sewer Main Work; provided, any payments of the Special Sewer LFC and accruing interest by such owners to the District shall be applied to the Connection Charge Balance as a credit against such total Connection Charge Balance owing the District pursuant to Section 2.3.2 above to decrease such total Connection Charge Balance owing by the Developer to the District. For example, if the property owner of one of the legal parcels identified in EXHIBIT D seeks to connect its property to the STCA SE 4th Street Sewer Main Work, and the District collects a Special Sewer LFC from that owner in the amount of $50,000, STCA’s Connection Charge Balance would be reduced by $50,000 at the time the District collects the Special Sewer LFC from that property owner.

2.9 If the Developer pays the District the Connection Charge Balance in full, but owners of real property other than the STCA SE 4th Street Property apply to the District to connect real property to the STCA SE 4th Sewer Main Work during the fifteen (15) year period following the District Acceptance Date and pay the Special Sewer LFC to the District, the District shall remit and pay such Special Sewer LFC to the Developer. For example, if the property owner of one of the legal parcels identified in EXHIBIT D seeks to connect its property to the STCA SE 4th Street Sewer Main Work after the Developer has already paid the Connection Charge Balance in full but prior to the expiration of the 15-year period referenced above, and the District collects a Special Sewer LFC from that owner in the amount of $50,000, the District would remit such $50,000 payment to the Developer.
2.10 The Developer shall be required to secure (with the STCA Collateral Property or substitute property allowed under Section 2.5 above) payment of one hundred (100) percent of the Connection Charge Balance to the District until such amount is fully paid to the District.

2.11 The Parties agree that the following general terms and conditions shall apply to the Agreement.

2.11.1 The failure of the District to exercise any right or take any action that it may be entitled to pursue under this Agreement shall not constitute a waiver of any right or action in the event of any default or delinquency by the Developer.

2.11.2 The terms and conditions of this Agreement shall constitute a covenant running with the land and the STCA SE 4th Street Property, binding upon the District and the Developer. The Connection Charge Balance and accrued interest shall be a lien upon the STCA Collateral Property as provided herein.

2.11.3 If any action is taken by the District to collect the Delinquent Amount, or to foreclose any lien, Developer agrees to pay all costs of collection, including reasonable attorneys' fees, together with interest at the rate as authorized by law, accruing thirty (30) days from the date the collection costs and attorneys' fees are incurred by the District until paid in full.

2.11.4 Within ten (10) days after receipt of any request by Developer, Developer’s lender, or any prospective purchaser of all or any portion of the STCA SE 4th Street Property, the District will certify in writing to such party (i) the then-unpaid Connection Charge Balance owing under this Agreement at the time, (ii) the pro rata then-unpaid portion of any STCA Special Sewer LFC allocated to each parcel of the STCA SE 4th Street Property under Section 2.6 above pursuant to the provisions of RCW 57.08.005(11), and (iii) whether Developer is then in default in payment of any amounts owing under this Agreement or otherwise in default under this Agreement, and, if so, a detailed description of the nature of such defaults.

2.11.5 Developer warrants that Developer is the record fee owner of the STCA SE 4th Street Property, and, if the Developer applies to the District to connect any of said real property to the District’s water and sewer systems, agrees to pay, in addition to the Connection Charge Balance, all other fees, connection charges, and expenses the Developer is required to pay the District pursuant to applicable District resolutions, policies and procedures.

2.11.6 Any notice to be given, document to be delivered, or payment to be made by either Party to the other, shall be delivered in person or mailed by certified mail and addressed to the District or Developer at the following addresses:

District: General Manager
Sammamish Plateau Water and Sewer District
1510 – 228th Ave SE
Sammamish, WA 98075

ND: 22029.002 4842-4438-4361v2
With a courtesy
Copy to: John W. Milne
Inslee, Best Doezie & Ryder, P.S.
Skyline Tower, Suite 1500
10900 NE 4th Street
Bellevue, WA 98004

Developer: STCA, LLC
c/o Matthew Samwick
5335 Meadows Road, Suite 108
Lake Oswego, OR 97035

With a courtesy
Copy to: Hillis Clark Martin & Peterson
Attn: Stephen H. Roos
999 Third Avenue, Suite 4600
Seattle, WA 98104

Any Party may, by written notice to the other, designate a different address or designee. Notices shall be deemed to be given upon the date any such notice is delivered in person or the date such notice is mailed by certified mail and addressed to the District or Developer at the addresses set forth above.

2.11.7 This Agreement shall be recorded by the District with the King County Auditor's Office following its execution by the Parties. Developer agrees to pay the costs of recording this Agreement.

2.11.8 The District will cause to be performed certain services by its legal counsel, engineers, and District staff to carry out the foregoing purposes, including, but not limited to, the preparation and administration of this Agreement. Developer agrees to pay and reimburse to the District the cost of all such services as a condition of the District's agreement herein at the time of the mutual execution of this Agreement.

2.11.9 Except as otherwise provided herein, this Agreement shall take effect ("Effective Date") upon the approval and execution of this Agreement by both the District and the Developer.

2.11.10 The individuals executing this Agreement on behalf of their respective Party represent and warrant they are authorized to execute this Agreement on behalf of their respective Party and to bind their respective Party to the terms and conditions herein.
SAMMAMISH PLATEAU WATER AND SEWER DISTRICT

("DISTRICT")

By: __________________________
Name: John C. Kreuss
Title: General Manager
Dated: 7-23-18

STCA, LLC
A Delaware limited liability company

("DEVELOPER")

By: Innovation Realty Partners, LLC
Its: Managing Member
By: __________________________
Name: Matthew D. Samwick
Its: Operating Manager
Dated: 7-23-18
STATE OF WASHINGTON  
COUNTY OF  

I certify that I know or have satisfactory evidence that is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath state that he was authorized to execute the instrument, and acknowledged it as the Operating Manager of SAMMAMISH PLATEAU WATER AND SEWER DISTRICT to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

[Signature]

Dated 7-23-18
Signature of Notary Public
Printed Name
My Appointment Expires 1-3-22

STATE OF WASHINGTON  
COUNTY OF  

I certify that I know or have satisfactory evidence that Matthew D. Samwick is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath state that he was authorized to execute the instrument, and acknowledged it as the Operating Manager of Innovation Realty Partners, LLC, as the Managing Member of STCA, LLC to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

[Signature]

Dated 07/20/18
Signature of Notary Public
Printed Name
My Appointment Expires 08/09/22
EXHIBIT A

LEGAL DESCRIPTION OF STCA SE 4TH STREET PROPERTY

STCA 1 (King County tax parcel No. 3325069068):

That portion of the northwest quarter of the southeast quarter of Section 33, Township 25 North, Range 6 East, W.M., in King County, Washington, described as follows:

Beginning at the southeast corner of said subdivision;
Thence north 88°49'03" west along the south line of said subdivision 250 feet;
Thence north 08°59'20" west 708.79 feet;
Thence south 88°49'03" east 373.79 feet to the east line of said subdivision;
Thence south 01°00'58" West 997.88 feet to the point of beginning;
Except the south 30 feet thereof conveyed to King County for Southeast 4th Street (E.A. Pearson Road) by deed recorded under King County Recording No. 1819495; and
Except that portion, if any, lying within King County Short Plat No. 579067 under King County Recording No. 7911080652; and
Except that portion thereof conveyed to Michael and Susan Walker, husband and wife, by quit claim deed recorded under recording number 9108130476.

EXCEPT THE FOLLOWING PORTION OF SAID PROPERTY:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTH 30.00 FEET OF SAID NORTHWEST QUARTER;
THENCE N 88°49'03" W, ALONG THE NORTH LINE OF SAID SOUTH 30.00 FEET, A DISTANCE OF 255.29 FEET;

THENCE N 08°59'20" W, A DISTANCE OF 7.62 FEET TO THE NORTH LINE OF THE SOUTH 37.50 FEET OF SAID NORTHWEST QUARTER;
THENCE S 88°49'03" E, ALONG SAID NORTH LINE, A DISTANCE OF 156.38 FEET;
THENCE N 80°35'04" E, A DISTANCE OF 51.87 FEET;
THENCE N 44°27'02" E, A DISTANCE OF 27.96 FEET;
THENCE N 01°00'58" E, A DISTANCE OF 46.52 FEET;
THENCE S 88°59'02" E, A DISTANCE OF 30.00 FEET TO THE EAST LINE OF SAID NORTHWEST QUARTER;
THENCE S 01°00'58" W, ALONG SAID EAST LINE, A DISTANCE OF 84.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,835.7 S.F. MORE OR LESS.

-11-
STCA 2 ((King County tax parcel No. 3325069157):

The north 200 feet of the south 230 feet of the west half of the northeast quarter of the southeast quarter of Section 33, Township 25 North, Range 6 East, W.M., in King County, Washington;

Except the east 440 feet thereof.

Except that portion conveyed to the City of Sammamish under Statutory Warranty Deed recorded under King County Recording Number 20171020002145.

STCA 3 ((King County tax parcel No. 3325069085):

PARCEL A:

"A" WEST 147 FEET OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON;

EXCEPT THE NORTH 30 FEET THEREOF CONVEYED TO KING COUNTY FOR ROAD BY DEED RECORDED UNDER RECORDING NUMBER 1823151.

"B" EAST 53 FEET OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY WASHINGTON;

EXCEPT THE NORTH 30 FEET CONVEYED TO KING COUNTY FOR ROAD BY DEED RECORDED UNDER RECORDING NUMBER 1823151.

PARCEL B:


EXCEPT THE NORTH 30 FEET THEREOF CONVEYED TO KING COUNTY FOR ROAD BY DEED RECORDED UNDER RECORDING NUMBER 1823151.
STCA 4 ((King County tax parcel No. 3325069102):
Lot 1 in King County Short Plat Number 577022, according to the map under recording number 7803130563;
(being a portion of the Southwest quarter of the Southeast quarter of Section 33, Township 25 North, Range 6 East, Willamette Meridian, in King County, Washington)
Except the North 6.00 feet thereof, as conveyed to the city of Sammamish for Southeast 4th Street right-of-way by deed.

STCA 5 ((King County tax parcel No. 3325069044):
The West 160.38 feet of the East 520.31 feet of the North half of the Southwest quarter of the Southeast quarter of Section 33 in Township 25 North of Range 6 East Willamette Meridian, in King County, Washington;
Except the North 30 feet thereof as conveyed to King County for Southeast 4th Street right-of-way by deed under recording number 1823151;
And Except that portion thereof as conveyed to the city of Sammamish for Southeast 4th Street and 222nd Place Southeast right-of-ways by deed, more particularly described as follows:
Beginning at the Northwest corner of the above described main tract;
Thence South 88°49'03" East, along the northerly line thereof, 160.38 feet, more or less, to the Northeast corner thereof;
Thence South 01°02'13" West, along the Easterly line thereof, 6.00 feet;
Thence North 88°49'03" West 123.56 feet;
Thence South 32°05'17" West 32.62 feet;
Thence South 01°02'13" West 69.94 feet;
Thence North 88°57'47" West 20.00 feet to the Westerly line thereof;
Thence North 01°02'13" East, along said Westerly line, 103.97 feet, more or less, to the point of beginning of this exception.
EXHIBIT B

DEPICTION OF STCA SE 4TH STREET PROPERTY AND SE 4TH SEWER MAIN WORK
EXHIBIT C
STCA COLLATERAL PROPERTY LEGAL DESCRIPTION

Legal Description

The West 160.38 feet of the East 520.31 feet of the North half of the Southwest quarter of the
Southeast quarter of Section 33 in Township 25 North of Range 6 East Willamette Meridian, in King
County, Washington;

Except the North 30 feet thereof as conveyed to King County for Southeast 4th Street right-of-way by
deed under recording number 1823151;

And Except that portion thereof as conveyed to the city of Sammamish for Southeast 4th Street and
222nd Place Southeast right-of-ways by deed, more particularly described as follows:
Beginning at the Northwest corner of the above described main tract;
Thence South 88°49'03" East, along the northerly line thereof, 160.38 feet, more or less, to the
Northeast corner thereof;
Thence South 01°02'13" West, along the Easterly line thereof, 6.00 feet;
Thence North 88°49'03" West 123.56 feet;
Thence South 32°05'17" West 32.62 feet;
Thence South 01°02'13" West 69.94 feet;
Thence North 88°57'47" West 20.00 feet to the Westerly line thereof;
Thence North 01°02'13" East, along said Westerly line, 103.97 feet, more or less, to the point of
beginning of this exception.
EXHIBIT D
LIST OF NON-STCA REAL PROPERTY PARCELS SUBJECT TO SPECIAL SEWER LFC

King County Parcel No. 3325069174
King County Parcel No. 3325069024
Real Estate Excise Tax Affidavit (RCW 82.45 WAC 458-61A)

Only for sales in a single location code on or after July 1, 2022. This affidavit will not be accepted unless all areas on all pages are fully and accurately completed. This form is your receipt when stamped by cashier. Please type or print.

List percentage of ownership acquired next to each name.

1 Seller/Grantee
Name: Donovan A. Albrecht, an unmarried person, as his separate estate.
Mailing address: 22904 NE Union Hill Road
City/state/zip: Redmond, WA 98053
Phone (including area code): (425) 417-7644
3 Send all property tax correspondence to: [X] Same as Buyer/Grantee
Name:
Mailing address:
City/state/zip: ____________________________
4 Street address of property: 22605 Southeast 4th Street, Sammamish, WA 98074
This property is located in: Sammamish
(for unincorporated locations please select your county)
[ ] Check box if any of the listed parcels are being segregated from another parcel, are part of a boundary line adjustment or parcels being merged.
Legal description of property (if you need more space, attach a separate sheet to each page of the affidavit).
See Legal Description attached hereto as Exhibit A and by this reference made a part hereof.

5 Land use code(s): 11
Enter any additional codes (see back of last page for instructions)
Was the seller receiving a property tax exemption or deferral under RCW 84.36, 84.37, or 84.38 (nonprofit org., senior citizen or disabled person, homeowner with limited income)? [ ] Yes [X] No
Is this property predominately used for timber (as classified under RCW 84.34 and 84.33) or agriculture (as classified under RCW 84.34.020) and will continue in it's current use? If yes and the transfer involves multiple parcels with different classifications, complete the predominate use calculator (see instructions)
[ ] Yes [X] No

6 Is this property designated as forest land per RCW 84.33? [ ] Yes [X] No
Is this property classified as current use (open space, farm and agricultural, or timber) land per RCW 84.34? [ ] Yes [X] No
Is this property receiving special valuation as historical property per RCW 84.267? [ ] Yes [X] No
If any answers are yes, complete as instructed below.

(1) NOTICE OF CONTINUANCE (FOREST LAND OR CURRENT USE)
NEW OWNER(S): To continue the current designation as forest land or classification as current use (open space, farm and agriculture, or timber) land, you must sign on (3) below. The county assessor must then determine if the land transferred continues to qualify and will indicate by signing below. If the land no longer qualifies or you do not wish to continue the designation or classification, it will be removed and the compensating or additional taxes will be due and payable by the seller or transferee at the time of sale (RCW 84.33.140 and 84.34.108). Prior to signing (3) below, you may contact your local county assessor for more information.
This land: [ ] does [X] does not qualify for continuance.

Deputy assessor signature
Date ____________________________
(2) NOTICE OF COMPLIANCE (HISTORIC PROPERTY)
NEW OWNER(S): To continue special valuation as historic property, sign (3) below. If the new owner(s) doesn’t wish to continue, all additional tax calculated pursuant to RCW 84.26, shall be due and payable by the seller or transferee at the time of sale.

(3) NEW OWNER(S) SIGNATURE
Signature
Signature
Print name

Type of document Statutory Warranty Deed
Date of document 2022

Gross selling price 3,400,000.00
*Personal property (deduct) ____________________________
Exemption claimed (deduct) ____________________________
Taxable selling price 3,400,000.00
Excise tax: state
Less than $500,000.00 at 1.1% 5,500.00
From $500,000.00 to $1,500,000.00 at 1.28% 12,800.00
From $1,500,000.00 to $3,000,000.00 at 2.75% 41,250.00
Above $3,000,000.00 at 3% 12,000.00
Agricultural and timberland at 1.28%
Total excise tax: state 71,550.00
0.0050 Local 17,000.00
*Delinquent interest: state ____________________________
Local ____________________________
*Delinquent penalty ____________________________
Subtotal 88,550.00
*State technology fee 5.00
Affidavit processing fee ____________________________
Total due 88,550.00

A MINIMUM OF $10.00 IS DUE IN FEE(S) AND/OR TAX
*SEE INSTRUCTIONS

1 CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT
Signature of grantor or agent ____________________________
Name (print) Donovan A. Albrecht ____________________________
Date of signing 8/4/2022
City of signing Redmond

Perjury in the second degree is a class C felony which is punishable by confinement in a state correctional institution for a maximum term of five years, or by a fine in an amount fixed by the court of not more than $10,000, or by both such confinement and fine (RCW 9A.72.030 and RCW 9A.20.021(1)(c)).

To ask about the availability of this publication in an alternate format for the visually impaired, please call 360-705-6705. Teletype (TTY) users may use the WA Relay Service by calling 711.

REV 84 0001a (6/1/22)
THIS SPACE TREASURER'S USE ONLY
COUNTY TREASURER
LEGAL DESCRIPTION: Real property in the County of King, State of Washington, described as follows:

THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 33;
THENCE NORTH 1°10'34" EAST ALONG THE EAST LINE OF SAID SECTION 1,355.60 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER;
THENCE NORTH 88°49'39" WEST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER 114.21 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 25°13'28" WEST 407.13 FEET;
THENCE SOUTH 6°35'50" WEST 112.30 FEET;
THENCE SOUTH 29°52'53" WEST 103.10 FEET;
THENCE SOUTH 57°09'54" WEST 88.94 FEET;
THENCE SOUTH 80°38'26" WEST 238.05 FEET;
THENCE SOUTH 1°10'34" WEST 8.58 FEET, MORE OR LESS, TO THE SOUTH LINE OF SAID NORTHEAST QUARTER;
THENCE NORTH 88°39'14" WEST ALONG SAID SOUTH LINE 18.91 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER;
THENCE NORTH 1°06'20" EAST ALONG THE WEST LINE OF SAID NORTHEAST QUARTER 675.77 FEET, MORE OR LESS, TO THE NORTH LINE OF SAID NORTHEAST QUARTER;
THENCE SOUTH 88°49'39" EAST ALONG SAID NORTH LINE 553.54 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING;

EXCEPT THE NORTH 365.00 FEET THEREOF.
### MAIL WITH 2ND HALF PAYMENT

**PROPERTY TAX ACCOUNT NUMBER**
332506-9108-08

**STCA LLC**
289999
127 BELLEVUE WAY SUITE 108
BELLEVUE WA 98004

**MAIL WITH 1ST HALF PAYMENT**

**PROPERTY TAX ACCOUNT NUMBER**
332506-9108-08

**STCA LLC**
289999
127 BELLEVUE WAY SUITE 108
BELLEVUE WA 98004

### 2023 REAL ESTATE TAX

**Make check payable to King County Treasury**
201 S. JACKSON ST., #710, SEATTLE WA 98104

**LOT**
33-25-06

**BLOCK**
9108

**CODE**
2209

**SEC**
33

**TWP**
25

**RG**
06

**PP ACT** 39939186 MOBILE HOME
**POR OF SE 1/4 OF SE 1/4 BEG NE**
**COR TH S 88-49-39 W 114.21 FT**
**TO TPOB TH S 25-13-28 W 407.13**
**FT TH S 06-35-50 W 112.30 FT**
**PROPERTY ADDRESS 22605 SE 4TH ST**

**2023 KING COUNTY, WA, REAL ESTATE TAX**

**CURRENT BILLING INFORMATION**

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</tbody>
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**FIRST HALF MUST BE PAID POSTMARKED BY APRIL 30.**

**FULL AMOUNT MAY BE PAID JULY 1st**

**PAY THIS AMOUNT**

**DUE OCTOBER 31**

**$6,706.84**

**PAY THIS AMOUNT**

**DUE APRIL 30**

**$6,706.85**

**Land Value**
1,670.00

**Improvements**
58.00

**Loss: Exempt Value**
1,728.00

**TAXABLE VALUE**
7,507.71

**General Tax**
12,973.32

**Voter-Approved Portion**
4,253.09

**NOX WEED**
7.15

**KING CD**
12.47

**SWM**
420.75

**GRAND TOTAL**
13,413.69

**PAY THIS AMOUNT**

**DUE OCTOBER 31**

**$6,706.84**

**PAY THIS AMOUNT**

**DUE APRIL 30**

**$6,706.85**

**DELIBERANT PAYMENTS RECEIVED WITHOUT LATE CHARGES WILL BE RETURNED TO VIEW AMOUNT DUE AT ANY TIME VISIT:**
KingCounty.gov/PropertyTax

**DELIBERANT PAYMENTS RECEIVED**

**PRINCIPAL AMOUNT**

**HALF AMOUNT**

**PAY THIS AMOUNT**

**DUE OCTOBER 31**

**$6,706.84**

**PAY THIS AMOUNT**

**DUE APRIL 30**

**$6,706.85**

**COMPLETE ONLY IF MAILING ADDRESS HAS CHANGED**

**NAME**

**NEW MAILING ADDRESS**

**CITY/STATE/ZIP**

**PAY THIS AMOUNT**

**DUE OCTOBER 31**

**$6,706.84**

**PAY THIS AMOUNT**

**DUE APRIL 30**

**$6,706.85**

**NAME**

**NEW MAILING ADDRESS**

**CITY/STATE/ZIP**

**PAY THIS AMOUNT**

**DUE OCTOBER 31**

**$6,706.84**

**PAY THIS AMOUNT**

**DUE APRIL 30**

**$6,706.85**
GUARANTEE

Issued by

First American Title Insurance Company

920 Fifth Avenue, Suite 1200, Seattle, WA 98104
Title Officer: Lavonne Bowman
Phone: (206)615-3150
FAX:
First American Title Insurance Company
National Commercial Services
920 Fifth Avenue, Suite 1200, Seattle, WA 98104
(206)615-3150 - (800)526-7544  FAX

Lavonne Bowman   Erik Kinne
(206)615-3269    (206)615-3006
lavbowman@firstam.com  ekinne@firstam.com

SUBDIVISION GUARANTEE
LIABILITY $ 2,000.00
FEE $ 750.00 TAX $ 76.88
ORDER NO.: NCS-1177389-WA1
YOUR REF.: 22605 SE 4th St, Sammamish

First American Title Insurance Company
a Corporation, herein called the Company

Subject to the Liability Exclusions and Limitations set forth below and in Schedule A.

GUARANTEES

Hillis Clark Martin & Peterson P.S.

herein called the Assured, against loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurance herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

3. This Guarantee is restricted to the use of the Assured for the purpose of providing title evidence as may be required when subdividing land pursuant to the provisions of Chapter 58.17, R.C.W., and the local regulations and ordinances adopted pursuant to said statute. It is not to be used as a basis for closing any transaction affecting title to said property.

Dated: May 03, 2023 at 7:30 A.M.
SCHEDULE A

The assurances referred to on the face page are:

A. **Title is vested in:**

   STCA, LLC, a Delaware limited liability company

B. That according to the Company's title plant records relative to the following described real property (including those records maintained and indexed by name), there are no other documents affecting title to said real property or any portion thereof, other than those shown below under Record Matters.

The following matters are excluded from the coverage of this Guarantee:

1. Unpatented Mining Claims, reservations or exceptions in patents or in acts authorizing the issuance thereof.
2. Water rights, claims or title to water.
4. Documents pertaining to mineral estates.

DESCRIPTION:

 THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

 COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 33;
 THENCE NORTH 1°10'34" EAST ALONG THE EAST LINE OF SAID SECTION 1,355.60 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER;
 THENCE NORTH 88°49'39" WEST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER 114.21 FEET TO THE TRUE POINT OF BEGINNING;
 THENCE SOUTH 25°13'28" WEST 407.13 FEET;
 THENCE SOUTH 6°35'50" WEST 112.30 FEET;
 THENCE SOUTH 29°52'53" WEST 103.10 FEET;
 THENCE SOUTH 57°09'54" WEST 88.94 FEET;
 THENCE SOUTH 80°38'26" WEST 238.05 FEET;
 THENCE SOUTH 1°10'34" WEST 8.58 FEET, MORE OR LESS, TO THE SOUTH LINE OF SAID NORTHEAST QUARTER;
 THENCE NORTH 88°39'14" WEST ALONG SAID SOUTH LINE 18.91 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER;
 THENCE NORTH 1°06'20" EAST ALONG THE WEST LINE OF SAID NORTHEAST QUARTER 675.77 FEET, MORE OR LESS, TO THE NORTH LINE OF SAID NORTHEAST QUARTER;
 THENCE SOUTH 88°49'39" EAST ALONG SAID NORTH LINE 553.54 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING;

 EXCEPT THE NORTH 365.00 FEET THEREOF.

APN: 332506-9108-08
RECORD MATTERS:

   Tax Account No.: 332506-9108-08
   Amount Billed: $13,413.69
   Amount Paid: $6,706.85
   Amount Due: $6,706.84
   Assessed Land Value: $1,670,000.00
   Assessed Improvement Value: $58,000.00

2. Potential charges, for the King County Sewage Treatment Capacity Charge, as authorized under RCW 35.58 and King County Code 28.84.050. Said charges could apply for any property that connected to the King County Sewer Service area on or after February 1, 1990.

   Note: Properties located in Snohomish County and Pierce County may be subject to the King County Sewage Treatment Capacity Charges. To verify charges contact: (206) 296-1450 or CapChargeEscrow@kingcounty.gov.

3. Facility Charges, if any, including but not limited to hook-up, or connection charges and latecomer charges for water or sewer facilities of Sammamish Plateau Water and Sewer District as disclosed by instrument recorded as Recording Nos. 20040414002865, 20041201000040, 20060126001770, 20110106000751, 20110106000800, 20110106000801, 20110106000802, 20130917002142, 20130917002143, 20130917002144, 20130917002145, 20141201000777, 20141201000778, 20141201000779, 20150824000615, 20150824000616 and 20150824000617.

4. Easement, including terms and provisions contained therein:
   Recording Date: July 01, 1976
   Recording Information: 7607010545
   In Favor of: Puget Sound Power & Light Company
   For: Underground electric transmission and/or distribution system
   Affects: As described therein

5. Unrecorded leaseholds, if any, rights of vendors and security agreement on personal property and rights of tenants, and secured parties to remove trade fixtures at the expiration of the term.
INFORMATIONAL NOTES

A. Any sketch attached hereto is done so as a courtesy only and is not part of any title commitment or policy. It is furnished solely for the purpose of assisting in locating the premises and First American expressly disclaims any liability which may result from reliance made upon it.
SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

1. Except to the extent that specific assurance are provided in this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
   (a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records;
   (b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.
   (c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.

2. Notwithstanding any specific assurances which are provided in this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
   (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land expressly described in this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps, or any structure or improvements;
   (b) Any liens, encumbrances or other matters affecting the title to streets, roads, avenues, lanes, ways or waterways in the case of property to purchasers for value and without knowledge.
   (c) “mortgage”: mortgage, deed of trust, trust deed, or other security instrument.
   (d) “public records”: records established under state statutes at Date of Guarantee.

3. Notice of Claim to be Given by Assured Claimant.
   An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. No Duty to Defend or Prosecute.
   The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

5. Company’s Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate.
   Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:
   (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
   (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.

Notwithstanding any specific assurances which are provided in this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
   (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land expressly described in this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps, or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.
   (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided.

The Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
   (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company’s expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company’s obligations to the Assured under the Guarantee shall terminate.

5. Proof of Loss or Damage.
   In addition to and after the notices required under Section 2 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

Proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the Loss or Damage. All information designated as confidential by the Assured provided to the Company, pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for such claim.
6. Options to Pay or Otherwise Settle Claims: Termination of Liability.
In case of a claim under this Guarantee, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.
The Company shall have the option to pay or settle for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indemnity security set forth in Paragraph 4, for the amount owing thereon, together with any costs, reasonable attorneys’ fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company’s obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4, and the Guarantee shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.
To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim Assured against under this Guarantee, together with any costs, attorneys’ fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company’s obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4.

7. Determination and Extent of Liability.
This Guarantee is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.

The Liability of the Company under this Guarantee to the Assured shall not exceed the least of:

(a) the amount of liability stated in this Guarantee;

(b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage Assured against by this Guarantee occurs, together with interest thereon; or
c

(c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance Assured against by this Guarantee.

8. Limitation of Liability.
(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter Assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation by the Company or with the Company’s consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.

(c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

9. Reduction of Liability or Termination of Liability.
All payments under this Guarantee, except payments made for costs, attorneys’ fees and expenses pursuant to Paragraph 4 shall reduce the amount of liability pro tanto.

(a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been finally fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

11. Subrogation Upon Payment or Settlement.
Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is $1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of $1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys’ fees only if the laws of the state in which the land is located permits a court to award attorneys’ fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

13. Liability Limited to This Guarantee; Guarantee Entire Contract.
(a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

(c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at 2 First American Way, Bldg. 2, Santa Ana, CA. 92707.

Form No. 1202 (Rev. 12/15/95)

First American Title Insurance Company
FIRST AMENDMENT TO S.E. 4TH STREET SEWER MAIN AGREEMENT

Grantor ("Developer"): STCA, LLC
Grantee ("District"): SAMMAMISH PLATEAU WATER AND SEWER DISTRICT
Legal Description: Ptn Sec 33 Twp 25N Rge 6E, SE Qtr SE Qtr
Complete legal description on Exhibit A
Assessor’s Property Tax Parcel Account Numbers: 332506-9108
Reference Numbers of Documents Amended: 20181031001122
FIRST AMENDMENT TO S.E. 4TH STREET SEWER MAIN AGREEMENT

This First Amendment to S.E. 4th Street Sewer Main Agreement (this “Amendment”) is made and entered into as of April ___, 2023, by and between SAMMAMISH PLATEAU WATER AND SEWER DISTRICT, a Washington municipal corporation (“District”), and STCA, LLC, a Delaware limited liability company registered and authorized to do business in the State of Washington (“Developer”) (individually a “Party” and collectively the “Parties”) for the purposes set forth herein.

I. RECITALS

A. District and Developer are parties to that certain S.E. 4th Street Sewer Main Agreement, recorded on October 31, 2018 in the official records of King County, Washington under instrument number 20181031001122 (the “Agreement”).

B. Pursuant to Section 2.5 of the Agreement, Developer has proposed to substitute alternative real property as the STCA Collateral Property (as defined in the Agreement), and the District has accepted such substitution.

C. District and Developer desire to amend the Agreement to effect the substitution of the STCA Collateral Property, as set forth below.

Now, therefore, in consideration of the terms and conditions contained herein, the Parties agree as follows:

II. AGREEMENT

1. Recitals. The Recitals set forth above are hereby incorporated herein by this reference.

2. Substitution of STCA Collateral Property. The Agreement is hereby amended by modifying the definition of “STCA Collateral Property” to mean the real property legally described on Exhibit A attached hereto and all references to the STCA Collateral Property shall be deemed modified to refer to such real property. For clarity, the real property legally described on Exhibit C to the Agreement is hereby released from the District’s lien rights and any other burdens under the Agreement.

3. Recording. This Amendment shall be recorded by the District with the King County Auditor’s Office following its execution by the Parties. Developer agrees to pay the costs of recording this Amendment.

4. Authorization. Each Party hereby represents and warrants that the individual executing this Amendment on its behalf is authorized to do so and to bind it to the terms and conditions herein.
5. **No Other Modifications.** Except as set forth in this Amendment, the Agreement shall remain unmodified and in full force and effect.

6. **Counterparts.** This Amendment may be executed and acknowledged in counterparts, all of which executed and acknowledged counterparts shall constitute a single document. Signature and acknowledgement pages may be detached from the counterparts and attached to a single copy of this document to physically form one document for recording.

7. **Successors and Assigns.** This Amendment shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

[Signature pages follow.]
This First Amendment to S.E. 4th Street Sewer Main Agreement is executed by the Parties as of the date first set forth above.

**DISTRICT:**

SAMMAMISH PLATEAU WATER AND SEWER DISTRICT,  
a Washington municipal corporation

By: ________________________________

Name: ______________________________

Title: ______________________________

Dated: ______________________________

**DEVELOPER:**

STCA, LLC,  
a Delaware limited liability company

By: Innovation Realty Partners, LLC, its managing member

By: ________________________________

Matthew D. Samwick, its operating manager

Dated: ______________________________
STATE OF WASHINGTON  )
COUNTY OF ___________  ) 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 state that he/she was authorized to execute the instrument, and acknowledged it as the _____________________ of SAMMAMISH PLATEAU WATER AND SEWER DISTRICT to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

Dated ______________________
Signature of ______________________
Notary Public ______________________
Printed Name ______________________
My Appointment Expires ______________________

STATE OF WASHINGTON  )
COUNTY OF ___________  ) ss.

I certify that I know or have satisfactory evidence that Matthew D. Samwick is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath state that he was authorized to execute the instrument, and acknowledged it as the operating manager of Innovation Realty Partners, LLC, in its capacity as the managing member of STCA, LLC, a Delaware limited liability company to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

Dated ______________________
Signature of ______________________
Notary Public ______________________
Printed Name ______________________
My Appointment Expires ______________________
EXHIBIT A

LEGAL DESCRIPTION OF SUBSTITUTE STCA COLLATERAL PROPERTY

Real property in the County of King, State of Washington, described as follows:

THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF
THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 25 NORTH, RANGE 6 EAST,
W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 33;
THENCE NORTH 1°10'34" EAST ALONG THE EAST LINE OF SAID SECTION 1,355.60
FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF SAID NORTHEAST
QUARTER;
THENCE NORTH 88°49'39" WEST ALONG THE NORTH LINE OF SAID NORTHEAST
QUARTER 114.21 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 25°13'28" WEST 407.13 FEET;
THENCE SOUTH 6°35'50" WEST 112.30 FEET;
THENCE SOUTH 29°52'53" WEST 103.10 FEET;
THENCE SOUTH 57°09'54" WEST 88.94 FEET;
THENCE SOUTH 80°38'26" WEST 238.05 FEET;
THENCE SOUTH 1°10'34" WEST 8.58 FEET, MORE OR LESS, TO THE SOUTH LINE OF
SAID NORTHEAST QUARTER;
THENCE NORTH 88°39'14" WEST ALONG SAID SOUTH LINE 18.91 FEET, MORE OR
LESS, TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER;
THENCE NORTH 1°06'20" EAST ALONG THE WEST LINE OF SAID NORTHEAST
QUARTER 675.77 FEET, MORE OR LESS, TO THE NORTH LINE OF SAID NORTHEAST
QUARTER;
THENCE SOUTH 88°49'39" EAST ALONG SAID NORTH LINE 553.54 FEET, MORE OR
LESS, TO THE TRUE POINT OF BEGINNING;
EXCEPT THE NORTH 365.00 FEET THEREOF.
February 18, 2022

STCA, LLC
C/O Matthew Samwick
5335 Meadows Rd, Suite 108
Lake Oswego, OR 97035

Re: Notice of Final Costs for the Sammamish Town Center SE 4th Street Project

Dear Mr. Samwick:

On January 10th, 2022, the District’s Board of Commissioners approved Resolution No. 5074 granting final acceptance of the Sammamish Town Center SE 4th Street Water and Sewer Main Project Inter Local Agreement with the City of Sammamish.

The District has determined the STCA SE 4th Final Cost, pursuant to the S.E. 4th Street Sewer Main Agreement entered into between the District and STCA, LLC on July 23, 2018. I’m happy to advise you that your share of the final project is $706,505.82 which is significantly lower than the project estimate of $758,660.00 contained in the financing agreement. The first annual installment of principal and interest, totaling $75,279.73, plus excise tax of $1,317.40 shall be due on January 10th, 2023. Please find the attached breakdown of the final costs along with an amortization table of the annual installment payments.

Sincerely,

John C. Krauss
General Manager

Encl:

cc: Eric Frimodt, Inslee, Best Doezie & Ryder, P.S.
    Hillis Clark Martin & Peterson, Attn: Stephen H. Roos
    STCA, LLC – Bellevue, WA
    STC JV1, LLC – Bellevue, WA
<table>
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<th>ITEM</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
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<th>UNIT PRICE</th>
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**Cost Breakdown**

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<th>QTY</th>
<th>Unit Price</th>
<th>Amount</th>
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**Administration Costs**

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**Project Grand Total**

$2,691,731.79
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Total Sewer Contractor Construction Cost = $1,582,803.64
Administrative Costs= $436,777.47
Separate District initiated changes= ($89,065.21)

**Total Sewer Project Cost**

$1,930,515.90

**Total Frontage** 3861 LF

Cost per lineal foot of frontage (LF) $500.00

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<th>Tax Lot</th>
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**Total for STCA Portion of Sewer** $706,505.82

**Remaining SE 4th ST Sewer Cost** $1,224,010.08

**Total Cost of Sewer Facilities** $1,930,515.90
Active Agenda
Item C

Interim North Lake Lift Station
Capacity Improvements –
Award of Contract
**BOARD OF COMMISSIONERS - AGENDA MEMORANDUM**

<table>
<thead>
<tr>
<th>Subject:</th>
<th>Interim North Lake Lift Station Capacity Improvements</th>
</tr>
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<tr>
<td>Project:</td>
<td>c21003</td>
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<tr>
<td>Tax Lot:</td>
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**Date:** 5/4/2022  
**Staff Contact:** Marius Eugenio Jr.  
**Approved by:**
- Department Manager
- Finance Manager
- General Manager

**INTRODUCTION:**
District Staff is submitting the bid results for the Interim North Lake Lift Station Capacity Improvements project (Project) and is recommending that the Board of Commissioners award the construction contract to McClure and Sons, Inc. for their bid of $4,349,706.00 excluding sales tax.

**POLICY:**
- 1/2021 North Diversion Phase 1 Analysis.
- 3/1/2021 Res. 5019: Declaring an emergency and waiving solicitation requirements relating to retention of Engineering Services to design improvements to address sewer capacity issues.

**BACKGROUND:**
The Project was identified in the North Diversion Phase 1 Analysis which identified permanent and interim improvements to the North Lake Lift Station to address capacity issues in the North Sewer Service Area.

The Project improvements are designed to relieve the stress of the system and alleviate the risk of the potential spill and overflow in the next 10 to 20 years by improving system capacity and improve system reliability by ensuring that pumps do not need to be run manually during peak storm events.

On December 13th, 2021, the Board of Commissioners approved by Motion for staff to pre-purchase equipment with long lead times for the Project for a not to exceed price of $877,659.60. To date, the staff has pre-purchased the generator, automatic transfer switch, control panel, variable frequency drives, and pumps in order to meet the initial construction timeline of the Project, for a total purchase price of $656,115.47.

On May 16th, 2022, the Board of Commissioners approved by Motion an amendment to the Agreement for Consulting Services with Gray and Osborne, Inc. that increased the Project’s design budget by $347,470.00. This amendment captured the additional design services needed to design the Project to full buildout capacity which included the addition of a new dry pit, wet well storage, additional odor control, and larger sized generator room that were not originally scoped.
On March 29th, 2023, the Project was advertised, and bids were opened on April 27th, 2023. The District received two bids and below is a summary of the bid results excluding sales tax.

<table>
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<tr>
<td>McClure and Sons, Inc.</td>
<td>$4,349,706.00</td>
</tr>
<tr>
<td>Award Construction, Inc.</td>
<td>$4,537,500.00</td>
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</tbody>
</table>

The detailed bid results including a list of the bid items, units, quantity, and unit prices are enclosed with this memorandum for your review.

This can be attributed to a few factors, such as challenges within the supply chain and a limited number of bidders. One of the primary factors driving up the costs is the unpredictability of electrical items, which are scarce in the supply chain, making private purchasers willing to pay a premium to acquire them quickly. Unfortunately, this scarcity puts public works projects at a disadvantage, forcing contractors to shoulder more risk and schedule delays, which ultimately drives up the bid. Furthermore, with a small pool of electrical subcontractors, prime contractors have less bargaining power to negotiate prices, which also results in higher bid prices.

Upon reviewing the bids, it is evident that the electrical work was bid significantly higher than expected. This can be attributed to various factors, including issues within the supply chain and a limited number of bidders. Electrical items are notoriously unpredictable as electrical items and electrical contractors are still going through supply chain issues and labor shortages, which ultimately drove the cost up higher than anticipated.

The District has reviewed the bid results and performed a background check and it appears that McClure and Sons, Inc. is a responsible bidder. They recently completed similar projects for the City of Redmond, Silver Lake Water and Sewer District, and, the City of Wilsonville (Oregon) and all of their references were satisfied with McClure and Sons, Inc.’s work and would hire them again.

**BUDGET STATUS:**

*Project Budget Summary*

<table>
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<tr>
<th>Category</th>
<th>Amount</th>
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<tr>
<td>Total Proposed Revised Budget</td>
<td>$6,340,604.36</td>
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</tbody>
</table>

| Total Project Budget            | $4,000,000.00 |
| Total Proposed Revised Budget   | $6,340,604.36 |

**Project Budget Remaining** ($2,340,604.36)
Project Budget Status Update

The Interim Sewer projects consist of three projects, Interim North Lake Forcemain, Interim Central Lake Forcemain, and this Project, Interim North Lake Lift Station Capacity Improvements. The total Interim Sewer project budget is $10,159,000.00 and at this time, there is sufficient Interim Sewer project budget for the proposed construction contract.

FISCAL IMPACT:
There is a budget shortfall of $2,340,604.36. The Sewer GFC Fund currently has sufficient funds available to absorb the shortfall for this Project. Staff will continue to provide the Board with the up to date costs for this Project in the monthly sewer report as well as provide an Interim Sewer projects status update presentation to the Board in a follow-up meeting.

OPTIONS:
The Board has the following options:

1. By resolution, award the Contract to McClure and Sons, Inc. for their bid of $4,349,706.00 excluding sales tax, as the lowest responsible bidder, or

2. Not award the Project at this time and take the Project under review.

STAFF RECOMMENDATIONS:
District Staff recommends that the Board of Commissioners award the construction of the Interim North Lake Lift Station Capacity Improvements to McClure and Sons, Inc. for their bid of $4,349,706.00 excluding sales tax, as the lowest responsible bidder.

ATTACHMENTS:
- Project Location Map
- Bid Results
## Interim North Lake Lift Station Capacity Improvements (C21003)

**BID RESULTS April 27, 2023 AT 1:00 P.M.**

<table>
<thead>
<tr>
<th>BID ITEM</th>
<th>DESCRIPTION</th>
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**SUBTOTAL** | $3,172,750.00 | $4,349,706.00 | $4,537,500.00 |
**SALES TAX @ 10.10%** | $320,447.75 | $439,320.31 | $458,287.50 |
**TOTAL** | $3,493,197.75 | $4,789,026.31 | $4,995,787.50 |
RESOLUTION OF THE BOARD OF COMMISSIONERS OF SAMMAMISH PLATEAU WATER AND SEWER DISTRICT, KING COUNTY, WASHINGTON, AWARDING THE INTERIM NORTH LAKE LIFT STATION CAPACITY IMPROVEMENTS CONTRACT TO MCCLURE AND SONS INC

WHEREAS, the District received bids for the Interim North Lake Lift Station Capacity Improvements ("Project"), and the apparent low bid was submitted by McClure and Sons, Inc., in the amount of $4,349,706.00, excluding sales tax; and

WHEREAS, the General Manager has recommended that the District award the Project to McClure and Sons, Inc., as the lowest responsible bidder; now, therefore,

BE IT RESOLVED, by the Board of Commissioners of Sammamish Plateau Water & Sewer District, King County, Washington, as follows:

The Interim North Lake Lift Station Capacity Improvements Contract is hereby awarded to McClure and Sons, Inc. as the lowest responsible bidder for the bid of $4,349,706.00, excluding sales tax, and that John C. Krauss, District General Manager, is hereby authorized and directed to execute such contract on behalf of the District and to issue a notice to proceed to McClure and Sons, Inc. as appropriate.
ADOPTED by the Board of Commissioners of Sammamish Plateau Water and Sewer District, King County, Washington, at a regular open public meeting held on the 15th day of May 2023.

Individual Commissioner’s Vote on this Resolution:

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Lloyd Warren, President and Commissioner

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Ryika Hooshangi, Vice President and Commissioner

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Mary Shustov, Secretary and Commissioner

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Tom Harman, Commissioner

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Nav Otal, Commissioner
Active Agenda
Item D

East King County Regional Water Association Water Rights Application
MEMORANDUM

TO: Sammamish Plateau Water and Sewer District Commissioners
FROM: Charlotte A. Archer, General Counsel
DATE: For Board Meeting of May 8, 2023
RE: East King County Regional Water Association - Joint Department of Ecology Water Right Applications Nos. G1-27384 and S1-22877 for the Snoqualmie Aquifer Projects

The District recently received correspondence from the East King County Regional Water Association (the “Association”), and a corresponding letter from Seattle Public Utilities, pertaining to the joint Department of Ecology Water Right Applications dated January 19, 1994, and January 29, 1998 (the “Applications”). [Attachment 1 hereto]. As previously discussed in November 2022, EKCRWA, in conjunction with the Seattle Water Department, submitted the two applications for water rights to the State of Washington Department of Ecology; one was submitted in 1994 and the other in 1998. [Attachments 2 and 3 hereto].

Both letters indicate that the Department of Ecology has requested the applicants push forward with developing the subject projects or withdraw the Applications. Seattle indicates an interest in moving forward with the Applications. Seattle has requested a response from EKCRWA, who has in turn sought a response from its members. Some EKCRWA members have indicated they do not intend to pursue the Applications. As previously discussed, a commitment to continuing with the application includes costs associated with development. In addition, there is the potential that those efforts would ultimately be futile given the requirements of Ecology at this time.

In light of these letters, Board action is requested to either: (1) commit to continue to pursue the Applications, in partnership with the City of Seattle; or (2) withdraw as a participant in the Applications.

To evaluate this request, the Board has requested the following information and an associated analysis of the issues identified below.

A. Relevant History of EKCRWA

The East King County Regional Water Association was formed in the mid-1980s, with Articles of Incorporation for the (the “Association”) filed with the Washington State Secretary of State on February 9, 1987. [Attachment 4]. The Articles defer to an Interlocal Cooperative Agreement for the East King County Regional Water Association, dated December 10, 1986 (the “1986 ILA”), as the governing document that set forth the purposes and operational issues for the Association. A primary purpose identified in the Articles was “[t]o develop and carry out a

1 Previous legal memo and all attachments included as Attachment 8 hereto.
coordinated water supply system plan for the region.” According to the Articles, the Association could only be dissolved upon termination of the 1986 ILA, and upon dissolution the assets of the Association would be distributed as set out in the 1986 ILA. A copy of the 1986 ILA has not been located.

In 1991, the Association circulated a Second Amended Interlocal Cooperative Agreement (“1991 ILA”), affirming the purpose of the Association was to “pursue[the] planning and implementation of elements of Regional Coordinated Water System Plans.” [Attachment 5]. This work included the pursuit, development and ownership of regional water supply sources and transmission facilities. The 1991 ILA empowered the Association to “apply for, own, and/or manage water rights and reservations.” It is unclear which entities executed the 1991 ILA, which permitted any member to withdraw pursuant to the procedures set out in the Bylaws.3

In 1995, the Association circulated an Amendment No. 1 to the 1991 ILA, which modified the termination provision to add language to govern the equity interests of each member of the Association in the Association’s “Project Assets” (i.e., the Snoqualmie Aquifer project) and the “Non-Project Assets” (all other assets). [Attachment 7]. Amendment No. 1 stated that members’ contributions via dues and special assessments that were contributed to Project Assets were assigned to each member via a “net asset” calculation that took into account the amount paid by a particular member, divided by the total amount paid by all members. Further, Amendment No. 1 provided a method for transferring the “net asset” to another member or to the Association. Finally, the amendment addressed the resignation of a member and the allocation of their “net assets” upon resignation:

The Interest of a member in the net assets of the RWA who resigns as a member and pays no further Annual Dues or Special Assessments to the RWA shall be reduced, over time, in relation to the interest of other members through the operation of the formulas set forth in Section 8.

Anecdotal evidence indicates the District executed an Interlocal Agreement to participate in the Association in approximately 1995, and was—at the time—a voting, dues-paying member. It is unclear whether the District executed the 1991 ILA or a previous version (or any version), and records indicate that the District later withdrew.4 The District rejoined the Association sometime thereafter but did not execute a new/amended interlocal agreement at that time. The

---

2 The initial purpose of the Association appears to be focused on development of the 1989 East King County Coordinated Water Systems Plan, which identifies the Association as a partner with King County for development of that plan. Further, the Association is identified in the Plan as having “assumed responsibility for obtaining grant funding from DSHS for preparation of the [Plan].”

3 The Bylaws in effect in 1991 have not been located. The active Bylaws, dated 2005, state that any member may withdraw on 30 days prior notice, provided withdrawal must be approved by a resolution of the governing body of the withdrawing member. [Attachment 6]. The Bylaws make no statement as to a distribution of assets following withdrawal.

4 Records indicate a break in the payment of dues for a short period in the early 2000s.
District has continued to participate in the Association, with a brief absence of a few years. During its time as a member, the District contributed monetary dues.

At a meeting in October 2022, the members of the Association discussed whether to dissolve the Association due to a perceived lack of necessity. [Attachment F to the November 21, 2022 memo, Attachment 8 hereto]. Under the 1991 ILA, as amended, dissolution requires the affirmative agreement to terminate of all current members of the Association. Upon dissolution, all assets of the Association (after satisfaction of all liabilities) will be distributed equitably among the members as determined by the Association’s Board.

Concurrently with these discussions, the Association identified the need to secure signed Interlocal Agreements from many of its current, active members. Earlier iterations of the ILA had not been executed by all members, for various reasons, including the District. Legal counsel for the Association prepared a document “Second Amended Interlocal Agreement” (“2022 ILA”), which was presented to current participating agencies for execution. [Attachment 8]. The title indicates that this was intended to supersede the 1991 ILA, as amended in 1995. The District elected to execute the 2022 ILA in December 2022. That ILA contains the same language as the 1991 ILA, as amended in 1995.

As previously discussed, EKCRWA’s Board has been discussing a potential dissolution, and the impact dissolution would have on these rights; the distribution of equity was provided by the Association’s Board to the members (Attachment F to the November 21, 2022 memo, Attachment 8 hereto) and was attached to the letters. Seattle has expressed an interest in continuing work towards a water right for the Snoqualmie aquifer, in partnership with the Association or its members. Minutes from the most recent Association Board meeting reflect this discussion (Attachment G to the November 21, 2022 memo).

B. History of Joint Water Right Applications.

Seattle and the Association executed a Memorandum of Agreement in October 1992, to govern the parties’ cooperative evaluation of surface and groundwater sources for potential future regional water supply in the Snoqualmie River Valley. [Attachment 9]. The MOA stated the Association would take the lead in procuring a consultant and overseeing a relevant study, at an estimated cost of $60,000, with Seattle committing to contribute $20,000. The study concluded that groundwater is available in the Snoqualmie River Valley and that development of a regional water supply is technically and economically feasible.

In May 1993, following the successful study, the Association and Seattle agreed to conduct “geophysical work to verify the presence of a regional water sources in the Snoqualmie River Valley.” [Attachment 10]. The parties executed a new Memorandum of Agreement, which again tasked the Association with the taking lead for the study and added the preparation of applications for water rights to the scope of work. Seattle committed to contributing $183,333.00 and the Association committed to paying $91,667.00, not inclusive of the amounts paid for the initial study.
The geophysical work covered by the 1993 MOA included the drilling of three test wells. In March 1999, Seattle and the Association executed an extension of the 1993 MOA, to govern the continued partnership and additional work to “continue basin monitoring, respond to [a] draft EIS for the Cross-Cascade Petroleum Pipeline,” and take other actions consistent with the 1993 MOA. [Attachment 11]. The Association again committed to taking the lead on the work, including oversight of the monitoring consultant. The Association and Seattle committed to splitting the cost of this work in 1999, with each committing to pay $89,250 for a total contribution of $178,500 in 1999.

The aforementioned funding was spent on consultant costs associated with the necessary studies and associated testing. The scope of work for this partnership included the acquisition of an easement on a parcel of property located near North Bend (presumably at a cost) to allow for the necessary testing and drilling of wells. Legal counsel for the Association believes the easement has since lapsed and no copy was located.

The partnership appears to have remained dormant following the 1999 work.

On October 8, 2019, the Department of Ecology issued a Statement of Intent Letter to the Association, requiring the Association to complete a Statement of Intent Form evidencing steps taken to prepare and submit a mitigation plan regarding the complete offset of any impacts to minimum flows (potentially) caused by the Association’s proposed use of water. [Attachment 12]. The letter set a response deadline of June 30, 2020. As a result of COVID, that deadline was extended multiple times. [Attachment 13].

At some point in 2020, in response to the requests from Department of Ecology to the applicants to push forward with developing the subject projects or withdraw the Applications, the City of Seattle presented a “Memorandum of Agreement” to the Association pertaining to the “Continued Pursuit of a Water Supply under the Water Right Applications.” [Attachment 14]. The Agreement memorialized the terms of a joint effort to continue to develop the interests set out in the Applications and called for the immediate commitment of a minimum of $80,000 to procure a consultant and perform work necessary to develop the Applications. The Agreement also provided a mechanism for one party to transfer or sell its interests to the other party. This term was absent from the 1992, 1993 and 1999 MOAs.

According to legal counsel for the Association, the Association discussed Seattle’s proposed Agreement in 2020 and 2021, but ultimately voted against supporting the Agreement. The Association’s Board showed a disinterest in continuing to pursue the water right applications. It appears those discussions occurred among the active, current members and did not include those members who had previously resigned.

In response to the letters from DOE and Seattle, the Association issued a letter to all current and prior members, along with a spreadsheet listing each agency’s interest in the Association’s Project Assets. [Attachment 1]. The calculation is based upon the contributions made by the agency but does not appear to factor in the language from Amendment No. 1, which called for a diminishing return for resigned members.
C. Legal Analysis of Questions Posed by the Board.

1. Are the water right applications vested in EKCRWA or in its members at the time of the application?

Assuming arguendo that the 1991 ILA, as amended in 1995, governs the ownership interest in the applications, the Applications were made in the name of the Association and vest with the Association. However, as the Association acts through its members, control of the Applications—pursuant to the applicable governing documents for the Association—vests in the Board and the member agencies. The relevant agreements indicate that funding contributed to the development of the applications afforded each member a property right in their allocated interest through the “net asset” calculation. Importantly, the agreements do not bind members to future contribution to the development of the applications, and further payment and development would require “separate agreements” among members. Consistent with this language, the Association has taken the position—due to the perceived lack of interest from its members—that the Association will not take further collective action on the Applications, but that members may elect to exercise their individual interests in direct collaboration with Seattle.

2. Is the EKCRWA membership agreement sufficient enough to allow EKCRWA to hold a water right?

Yes. The Association’s Articles of Incorporation, Bylaws and the 1991 ILA, as amended in 1995, authorize the Association to “apply for, own, and/or manage water rights and reservations.” This authorization is consistent with the Interlocal Cooperation Act, Chapter 39.34 RCW. Accordingly, the Association was authorized to execute the applications. The distribution and control of each members’ interest in the applications is then described in the Association’s formation documents (as described above).

3. What happens to the interests of those members that drop out of EKCRWA?

In the 1995 Amendment No. 1 to the 1991 ILA, resigning members retained their “net asset” interests in the applications, in accordance with the calculation set out in that Amendment No. 1. Thus, as members resigned (including the District), the members retained their interest in the applications. However, those interests should have diminished over time. Legal counsel for the Association indicated that this calculation did not occur as members departed.

4. What about current EKCRWA members who were not part of EKCRWA at the time the rights were applied for?

A member’s interest in Project Assets (including the Snoqualmie Aquifer project and associated applications) is based upon their contributions through dues and special assessments to that Project. According to the Association’s legal counsel, the Association maintained two cash pools: (1) for general operations; and (2) for the Snoqualmie Aquifer project. The latter fund has

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5 It remains unclear which, if any, members executed the 1995 Amendment No. 1 or the 1991 ILA; if it was not operative, then the terms of the 1986 ILA would apply. Absent a copy of that ILA, by operation of law the Association’s assets would be distributed to those members at the time of dissolution.
been consumed, and there remains a small amount of operational cash remaining. This indicates that no dues or special assessments were allocated for the Project in recent years. Thus, any members who joined but did not contribute funds would be excluded from an interest in the applications.

***

**Table of Attachments:**

<table>
<thead>
<tr>
<th>Title of Attachment</th>
<th>Attachment No.</th>
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<td>Letters from East King County Regional Water Association and Seattle Public Utilities, regarding water right applications, dated</td>
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<td>Articles of Incorporation, dated February 9, 1987</td>
<td>Attachment 4</td>
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<td>Memorandum of Agreement between Seattle Public Utilities and East King County Regional Water Association for Snoqualmie Aquifer, 1992</td>
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<td>Draft Memorandum of Agreement sent by Seattle to East King County Regional Water Association, 2020</td>
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Attachment 1
April 4, 2023

Jay Krauss, General Manager – Sammamish Plateau Water
Terry Olson, Commissioner – King County Water District #119
Mike Amburgey, General Manager – Cedar River Water and Sewer District
Brad Miyake, City Manager – City of Bellevue
Kurt Triplett, City Manager – City of Kirkland
Angela Birney, Mayor – City of Redmond
Mary Lou Pauly, Mayor – City of Issaquah
Patrick Sorensen, General Manager – Woodinville Water District
Armando Pavone, Mayor – City of Renton
Jessi Bon, City Manager – City of Mercer Island
Robert Russell, General Manager – Coal Creek Utilities
Cynthia McNabb, City Administrator – City of Duvall
Laura Keough, General Manager – Northeast Sammamish Sewer and Water District
Mike Sauerwein, City Administrator – City of Snoqualmie
Tom Keown, General Manager – Covington Water District
Rob McFarland, Mayor – City of North Bend

Subject: **Equity Interest in Snoqualmie Aquifer Project**

*Sent Via Certified Letter*

This letter is to notify you that your equity interest in the Snoqualmie Aquifer Project will be lost if the water rights applications for the project are not prosecuted.

To recap the situation, all of the above entities were or are dues paying members of the East King County Regional Water Association (EKRWA). The EKCRWA and Seattle Public Utilities (SPU) jointly applied for two water rights to the Department of Ecology as part of the Snoqualmie Aquifer Project. The Department of Ecology has notified the EKCRWA and SPU to recommence processing water rights applications No. G1-27384 and No. S1-27877 or withdraw the applications. If no action is taken, Ecology will deny the applications. The ECRWA has a 50% interest in the applications. That 50% is spread out among the equity members listed above. A calculation of the equity interest percentages for each entity is shown in Attachment A.

SPU has requested the EKCRWA provide by April 19, 2023 the following information:
1. EKRWA’s proposal to partner with SPU on the Snoqualmie Aquifer water right applications.
2. The member organizations of EKCRWA that will be partners on these applications.
3. The financial commitment EKCRWA will obtain from members or elsewhere within the next 3 years to provide adequate and equitable resources for future project development.

The EKCRWA needs to know if your entity has any interest in pursuing the water rights applications with the City of Seattle and contributing financially. If EKCRWA nor any member desire to participate, SPU indicates that it will request EKCRWA’s removal from the applications, presumably so that it can continue on its own with the project.

Please respond to this letter by Friday April 14, 2023 in order to leave the EKCRWA time to respond to the City of Seattle by their due date.

If you have any questions, I can be reached by email at laura@nesswd.org or phone at 425-868-1144.

Sincerely,

Laura Keough
General Manager - NE Sammamish Sewer and Water District
Secretary/Treasurer - East King County Regional Water Association
3600 Sahalee Way NE
Sammamish, WA 98074

cc: Elizabeth Garcia, Seattle Public Utilities
    Terri Gregg, Seattle Public Utilities
    Paul Faulds, Seattle Public Utilities
### East King County Regional Water Association
#### Snoqualmie Aquifer Equity Calculation

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$517,884.24 $20,000.00 $32,499.99 $570,384.23

* Includes Cascade View
** now a part of Kirkland, Bellevue and Redmond
March 29, 2023

East King County Regional Water Association
Attn: Nicole DeNovio, Executive Director
3600 Sahalee Way NE
Sammamish, WA, 98074-6028

RE: Snoqualmie Aquifer Project - Water Right Applications No. G1-27384 and No. S1-27877

Dear Ms. DeNovio,

I hope this letter finds you well.

As you know, Seattle Public Utilities (SPU) is moving forward with water right applications for the Snoqualmie Aquifer Project. We are at a critical point where the East King County Regional Water Association (EKCRWA) needs to commit to being a co-applicant in the applications. A decision on EKCRWA’s commitment to this project is required.

As you are aware, Department of Ecology (Ecology) has requested that SPU and EKCRWA to either commence with developing the Snoqualmie Aquifer project and processing water right applications No. G1-27384 and No. S1-27877 or withdraw the Applications. SPU is actively working with Ecology on moving forward with the Applications and is advertising for a consultant to develop a plan for SPU’s future water supply alternatives. To move forward with the project and our analysis, a decision on EKCRWA’s commitment to this project is required.

As part of our planning work, it is critical for us to have clarity: is EKCRWA able to formally engage in this business partnership, which includes signing a cost-sharing agreement for this potential future water supply? SPU has reached out repeatedly about the status and needs of the water right applications (see attachments). To date, SPU has received limited responses about EKCRWA’s commitment to continue in the project. SPU has also been unable to discuss this topic with EKCRWA at any annual or regular association meetings which, to our knowledge, have not been held since 2019. As an affiliate member of EKCRWA, we are aware that annual meetings are required at the very least per the organization’s bylaws. Your last communication to us in February of 2022 stated that EKCRWA was going to communicate with its membership to organize a response, which SPU has not received.

Because EKCRWA has been consistently and repeatedly unresponsive to repeated communications, SPU’s remaining option is to request that Ecology remove EKCRWA as co-applicant to the Applications. To avoid having to approach Ecology regarding removal of EKCRWA, SPU requests that EKCRWA provide a response to this letter by April 19, 2023, with the following information:

   i.  EKCRWA’s proposal to partner with SPU on the Snoqualmie Aquifer water right Applications.
   ii. The member organizations of EKCRWA that will be partners on these Applications.
   iii. The financial commitment EKCRWA will obtain from members or elsewhere within the next 3 years to provide adequate and equitable resources for future project development.
If we do not receive a response by April 19, 2023, SPU will pursue removing EKCRWA from both Snoqualmie Aquifer water rights applications. In failing to respond coupled with its lack of effort to pursue the development of the project in good faith, EKCRWA is effectively abandoning and withdrawing from the Applications. Please fully respond to the requested information. SPU can no longer postpone its pursuit of the Applications based on partial responses or continued delay.

We have sent this letter to all parties associated with EKCRWA because we are unaware which members, we should be engaging with for the Snoqualmie Aquifer Project. We request that you also share this letter with the appropriate parties and members so there is full transparency about this action. Removal of your organization from these Applications is a plan we do not contemplate lightly. However, given SPU’s commitment to evaluate this water supply project and EKCRWA’s continued silence and lack of committed partnership in this effort, SPU is seeking alternative means to make progress. We hope to hear from you on this important matter right away.

If there are any questions, feel free to reach out to either Elizabeth Garcia Elizabeth.garcia@seattle.gov (206) 375-2591 or Terri Gregg, terri.gregg@seattle.gov (206) 718-0287 for additional information.

Sincerely,

Paul Faulds
Water Resources Manager
Seattle Public Utilities
Paul.faulds@seattle.gov
Mobile: (206) 423-2280

CC:
King County Water District #119 (Member)
Northeast Sammamish Sewer & Water District (Member)
City of Duvall (Member)
City of North Bend (Member)
Sammamish Plateau Water and Sewer District (Member)
City of Snoqualmie (Member)
Water District 111 (Member)
Snoqualmie Pass Utility District (Member)
City of Redmond (Member)
Union Hill (Associate Member)
Ames Lake (Associate Member)
Sallal Water Association (Associate Member)
August 24, 2022

East King County Regional Water Assoc.
c/o Nicole DeNovio
3600 SAHALEE WAY NE
SAMMAMISH, WA, 98074-6028

Dear Ms. DeNovio,

I hope you have been well and are finding ways to enjoy Seattle’s beautiful summer. I’m reaching out to exchange information and updates on efforts related to the Snoqualmie Aquifer Project. As you are aware, when our organizations signed Statement of Intent forms for the water rights associated with this project, we committed to Ecology that we would continue to make progress toward a decision to formally pursue development of this water supply project.

Seattle Public Utilities (SPU) remains committed to advancing its analysis of its portfolio of potential future water supply options, which includes the Snoqualmie Aquifer Project. This internal analysis is nearing the point where each individual project will undergo a feasibility study by a consultant. If the East King County Regional Water Association’s (EKCRA) is still interested in retaining a share of the water rights, SPU expects the association to invest equally in the project’s analysis and development. We continue to provide progress updates to the Department of Ecology to show SPU’s commitment to its existing water right applications.

Your February 2022 letter described your next effort related to this project as providing a notification letter to the 17 organizations that have invested in the Snoqualmie Aquifer Project ahead of EKCRA’s annual meeting. Were you able to reach out to these organizations? As we shared in February, SPU plans to attend EKCRA’s annual meeting; the event would provide an efficient and meaningful opportunity to exchange information on project developments. Please share any meeting information when you are able.

Regards,

Paul Faulds, Water Resources Manager, Seattle Public Utilities

Cc:
Elizabeth Garcia, Water Resources Planning and Policy Advisor, Seattle Public Utilities
King County Water District #119, c/o Terry Olsen (EKCRA President) and Roxanne Heller
Northeast Sammamish Sewer & Water District, c/o Laura Keough (EKCRA Treasurer), Paul Sentena, and Wayne Demeester
City of Duvall, c/o Steven Leniszewski
City of North Bend, c/o Mark Rigos
Sammamish Plateau Water and Sewer District, c/o Mary Shustov, Ryika Hooshangi, Lloyd Warren, and Jay Krauss
City of Snoqualmie, c/o Jeff Hamlin
Water District 111, c/o Brent Lewis and Chris Hall
Snoqualmie Pass Utility District, c/o Tom Hastings, William Powers, and David Harja
City of Redmond, c/o Amanda Balzer
Union Hill (associate member), c/o Teresa Fowlkes
Ames Lake (associate member), c/o Jeremy Reier
Sallal Water Association (associate member), c/o Denny Scott, Rich Formisano
February 17, 2022

East King County Regional Water Assoc.
c/o Nicole DeNovio
3600 SAHALEE WAY NE
SAMMAMISH, WA, 98074-6028

Dear Ms. DeNovio,

Thank you for your response on behalf of the East King County Regional Water Association (EKCRWA). We’re pleased to learn the review of documents associated with the Snoqualmie Aquifer Project has been completed. We also thank you for providing financial documents for EKCRWA from the last three years. We appreciate you outlining EKCRWA’s next steps in determining its member’s level of involvement and interest with the Snoqualmie Aquifer Project.

It’s good to learn that EKCRWA will resume its annual meetings. SPU looks forward to continuing its participation in the annual meetings. Please provide us with the meeting date in time to arrange for our attendance. We believe resumption of EKCRWA’s regular meetings will be useful for all involved, including SPU.

Regarding your request that SPU join EKCRWA for information sessions for the Snoqualmie Aquifer Project, SPU remains open to discussions to help inform EKCRWA member invested in this project. As you are aware, SPU reached out to EKCRWA members throughout 2021 to provide information on the Snoqualmie Aquifer Project, so we believe much of this requested work has already been done. We would be happy to participate in an information session with all appropriate parties in order to provide this information efficiently and allow for discussion. We can also provide the information on SPU’s broader water supply planning projects that has been previously shared in individual member meetings. SPU remains interested in maintaining the Snoqualmie Aquifer water rights applications and will be able to have more detailed conversations about this work once partners have been clearly identified and agreements have been reached.

Given EKCRWA’s efforts to identify individual members that are interested in the Snoqualmie Aquifer Project, we are interested in learning about how EKCRWA intends to treat former members that are no longer active with EKCRWA or members of EKCRWA that do not intend to contribute toward the Snoqualmie Aquifer Project. As you are aware, the water right applications for the project are held by EKCRWA as an entity. Given the shifting EKCRWA membership and the dynamic interest in regional water availability, SPU understands that your letter implies that continued participation by interested EKCRWA members will be based on those entities providing specific monetary support for EKCRWA’s share in the Snoqualmie Aquifer Project, rather than general EKCRWA funds. If that is the case, it is important that future MOUs are signed by SPU and the individual members within EKCRWA that intend to invest in exploring the Snoqualmie Aquifer Project. We believe this will provide necessary clarity regarding who will partner in current and future agreements for this project, and those entities who are abandoning their interest. Please don’t hesitate to contact me with further questions. We are pleased this will be moving forward soon.
Regards,

Paul Faulds
Water Resources Manager – Water Planning and Program Management, Seattle Public Utilities – Water Line of Business

Cc:

King County Water District #119, c/o Terry Olsen (EKCRWA President) and Roxanne Heller
Northeast Sammamish Sewer & Water District, c/o Laura Keough (Treasurer), Paul Sentena, and Wayne Demeester
City of Duvall, c/o Steven Leniszewski
City of North Bend, c/o Mark Rigos
Sammamish Plateau Water and Sewer District, c/o Mary Shustov, Ryika Hooshangi, and Lloyd Warren
City of Snoqualmie, c/o Jeff Hamlin
Lake Meridian Water, c/o Brent Lewis
Snoqualmie Pass Utility District, c/o Tom Hastings, William Powers, and David Harja
City of Redmond, c/o Amanda Balzer
Union Hill (associate member), c/o Teresa Fowlkes
Ames Lake (associate member), c/o Jeremy Reier
Sallal Water Association (associate member), c/o Denny Scott, Rich Formisano
December 22, 2021

East King County Regional Water Assoc.
c/o Nicole DeNovio
3600 SAHALEE WAY NE
SAMMAMISH, WA, 98074-6028

Dear Ms. DeNovio,

We are reaching out once again to continue to express our interest in communicating with the East King County Regional Water Association (EKCRWA). It is important we understand how EKCRWA is intending to act on the water right applications for the Snoqualmie Aquifer Project (G1-27384 and S1-27877), which is held jointly with Seattle Public Utilities (SPU). We haven’t received responses to phone calls or letters (sent May 2021 and August 2021). We value this partnership but are struggling to move forward, due to the lack of clarity and communication.

In addition to posing the questions that remain unanswered from previous letters (see below), we are also writing to inquire after the status of EKCRWA in a more general sense. Is the association still in good standing? SPU is not aware of annual dues having been collected for 2021 nor were any regular meetings announced or held. Are there plans to collect dues for 2022? When is the next general meeting scheduled to take place and will EKCRWA resume standard operating procedures in 2022? In the absence of these actions, we request an unambiguous response regarding the future of EKCRWA.

Please respond to these requests we have presented in previous letters as well, as they will assist SPU in its understanding and preparation for maintaining the Snoqualmie Water Rights, by providing the following:

- Copies of any EKCRWA Interlocal Agreements and Memorandums of Agreements regarding the Snoqualmie Aquifer Water Rights.
  - SPU emailed scanned MOAs, Interlocal Agreements, and technical reports in May 2021.
- A list of current membership and a list of the members, to the best of your knowledge, when the Snoqualmie Aquifer Water Rights Application was filed (circa 1992 – 1994)
- Accounting statements for money spent in years 2019 – 2021
  - Detailed statements that show how the collected dues have been spent and the remaining savings.
- Share SPU’s drafted Memorandum of Agreement (MOA, sent in Nov 2020) with EKCRWA; SPU asks that EKCRWA members review the MOA and work with SPU toward amendments that are amenable to both parties. Once an MOA is developed that both parties agree to, we ask that the individual members sign the MOA.

As a reminder, you signed a Statement of Intent form on behalf of the EKCRWA. SPU signed a SOI form as well. This committed our organizations to development of a Conceptual Mitigation Plan to keep these water right applications in good standing with the Department of Ecology. Historically, SPU and EKCRWA have signed MOAs in order to formalize expectations related to project development and organization cost-
sharing. SPU anticipates a significant amount of work and expense will be required to maintain these water right applications and are eager to know your organization’s ability to commit.

We continue to request a timely response; please provide a response to this letter by January 14, 2022. We strive to honor our entities’ long history of cooperation in maintaining these water right applications. Our highest priority is that the applications remain in good standing with the Department of Ecology.

Regards,

Paul Faulds, Interim Director – Water Planning and Program Management, Seattle Public Utilities – Water Line of Business

Cc:

King County Water District #119, c/o Terry Olsen (EKCRWA President) and Roxanne Heller
Northeast Sammamish Sewer & Water District, c/o Laura Keough (EKCRWA Treasurer), Paul Sentena, and Wayne Demeester
City of Duvall, c/o Steven Leniszewski
City of North Bend, c/o Mark Rigos
Sammamish Plateau Water and Sewer District, c/o Mary Shustov, Ryika Hooshangi, and Lloyd Warren
City of Snoqualmie, c/o Jeff Hamlin
Lake Meridian Water (formerly King County Water District 111), c/o Brent Lewis and Chris Hall
Snoqualmie Pass Utility District, c/o Tom Hastings, William Powers, and David Harja
City of Redmond, c/o Amanda Balzer
Union Hill (associate member), c/o Teresa Fowlkes
Ames Lake (associate member), c/o Jeremy Reier
Sallal Water Association (associate member), c/o Denny Scott and Rich Formisaro
August 6, 2021

East King County Regional Water Assoc.  
c/o Nicole DeNovio  
3600 Sahalee Way NE  
Sammamish, WA, 98074-6028

Dear Ms. DeNovio,

As you know, we would like to determine the interest of the East King County Regional Water Association (EKCRWA) in continuing to partner with Seattle Public Utilities (SPU) on our joint water right applications. We continue to seek opportunities to understand the EKCRWA membership and communicate with members on this issue.

We understand there was an East King County Regional Water Association Board meeting this past June; this board meeting was referenced during a July 2021 informational session initiated by Seattle Public Utilities (SPU) with the City of Sallal. As an affiliate member of EKCRWA, SPU has remained in good standing by paying dues in full and on time. As such, we were surprised to learn of this Board meeting after the fact and are writing to request the meeting minutes from that discussion. Additionally, we request that in the future, we are informed of when Board meetings will occur so we will have the option to attend and that their outcome is shared formally with all EKCRWA members via written meeting minutes. SPU has previously requested a list of all current members; we now also request a written list of the specific board members and their roles. We are not aware of any by-laws that may exist for EKCRWA; we would like to request a copy of them if they are available.

In the July 2021 meeting with Sallal, you mentioned holding a meeting for all EKCRWA members in September 2021. We strongly support holding this meeting and request that we be included in the notice of its day, time, agenda, and details on how to join the meeting.

In addition to the conversations we’ve had with you on this matter, a letter we sent you in May 2021 requested a number of pieces of information that you had agreed to share during our April 30, 2021 meeting. We did not receive a response and are repeating our request here:

- SPU and EKCRWA will provide to each other copies of any EKCRWA Interlocal Agreements and Memorandums of Agreements regarding the Snoqualmie Aquifer Water Rights.
  - SPU emailed you scanned MOAs, Interlocal Agreements, and technical reports in May 2021. A number of EKCRWA members have requested this information and we encourage you to share the documents with the board and additional members.
- EKCRWA will provide a list of its current membership and a list of the members, to the best of your knowledge, when the Snoqualmie Aquifer Water Rights Application was filed (circa 1992)
- EKCRWA will share with SPU an accounting statement for money spent in years 2019 – 2020
  - In particular, SPU is interested in detailed statements that show how the collected dues have been spent and the remaining savings.
• SPU requests that EKCRWA circulate the MOA (from Sept 2019). We invite members to review the MOA and work with SPU toward amendments that are amenable to both parties. We then ask that the individual members sign the MOA. We have requested a response to the MOA within 90 days so that the work required to maintain these applications in good standing with the Department of Ecology can begin in a timely manner.

We note that SPU has circulated the MOA to the members listed in a 2020 Budget document shared at one of the last EKCRWA meetings. However, without confirmation from EKCRWA that this is the complete membership list we cannot be sure that we have communicated with all dues-paying members of your organization.

Thank you for responding promptly to our requests for information. We believe a cooperative working relationship on this issue will be to the benefit of all parties involved and ask that in your executive director role, you work with us and with ERKCWA members to move forward in a constructive manner.

Regards,

Elizabeth Garcia
Hydrologist, Seattle Public Utilities

cc:
Paul Faulds, Interim Director - Water Planning and Program Management, Seattle Public Utilities - Water Line of Business
William Foster – Assistant City Attorney, Seattle City Attorney's Office
Attachment 2
APPLICATION FOR PERMIT
TO APPROPRIATE PUBLIC WATERS OF THE STATE OF WASHINGTON

1. SURFACE WATER  X GROUND WATER

$10.00 MINIMUM STATUTORY EXAMINATION FEE REQUIRED WITH APPLICATION

WASHINGTON STATE DEPARTMENT OF ECOLOGY

APPLICATION NO. 27384

W.H.A. COUNTY PRIORITY DATE TIME ACCEPTED

King 1/19-94

APPLICATION - PLEASE PRINT

Applicant's Name - King County Regional Water Association (Executive)

Seattle Public Department (SWD)

Address (Street) - 1309 14th Ave S.E.

City - Tukwila

State - WA

ZIP Code - 98122

Date & Place of Incorporation if Applicant is a Corporation

Feb. 9, 1987, King County, WA (Executive)

1. SOURCE OF SUPPLY

IF SURFACE WATER

Source (Name of Stream, Lake, Spring, etc.) (If Unnamed, Give State)

TRIBUTARY

Source (Well, Tunnel, Infiltration Trench, etc.)

WELL (6)

Size and Depth

INITIALLY A 12 INCH DIAMETER WELL

TO 1,000 FEET. SEE NO. 6

2. USE

Use to Which Water is to be Applied (Domestic Supply, Irrigation, Mining, Manufacturing, etc.)

A REGULATED MUNICIPAL SUPPLY FOR KING COUNTY, WASHINGTON

Enter Quantity of Water Requested Using Units Of:

CUBIC FEET PER SECOND (CFPS) OR GALLONS PER MINUTE (GPM)

4,000 GPM

3. LOCATION OF POINT OF DIVERSION/WITHDRAWAL

3A. IF IN PLATTED PROPERTY

LOT BLOCK OR (GIVE NAME OF PLAT OR ADDITION)

SECTION TOWN RANGE

3B. IF NOT IN PLATTED PROPERTY

ON ACCOMPANYING SECTION MAPS, ACCURATELY MARK AND IDENTIFY EACH POINT OF DIVERSION, SHOW NORTH-SOUTH AND EAST-WEST DISTANCES FROM NEAREST SECTION CORNER OR PROPERTY CORNER

Located Within (SMALLEST LEGAL SUBDIVISION)

SECTION TOWNSHIP N. RANGE FOR W) W.M. COUNTY

4. DO YOU OWN THE LAND ON WHICH THIS SOURCE IS LOCATED? IF NOT, INSERT NAME & ADDRESS OF OWNER

4B. A PERMANENT EVIDENCE RECORDING NO. 3172227687

5. LEGAL DESCRIPTION OF PROPERTY ON WHICH WATER IS TO BE USED

ATTACH A COPY OF THE LEGAL DESCRIPTION OF THE PROPERTY ON WHICH THE WATER WILL BE USED TAKEN FROM A REAL ESTATE CONTRACT, PROPERTY DEED OR TITLE INSURANCE POLICY OR COPY CAREFULLY IN THE SPACE BELOW.
6. DESCRIPTION OF SYSTEM PROPOSED OR INSTALLED

(A EXAMPLE: SIZE OF PUMP, CAPACITY OF PUMP, PUMP MOTOR HORSE POWER, PIPE DIAMETER, NUMBER OF SPRINKLERS, ETC.)

A 12 INCH DIAMETER TEST WELL IS PROPOSED TO INVESTIGATE POTENTIAL
AQUIFERS TO 1000 FEET. IF AN AQUIFER IS ENCOUNTHER, A SCREEN
WILL BE INSTALLED IN THE TEST WELL AND A PUMPING TEST WILL
BE CONDUCTED. A PRODUCTION WELFIELD WITH WELLS OF 12 INCHES
TO 34 INCHES IN DIAMETER WILL BE INSTALLED, IF THE RESULTS OF THE
TEST DRILLING AND PUMPING ARE FAVORABLE. WELLS WILL BE
REMARKS

7. CONNECTED TO A TRANSMISSION LINE TO INJECT INTO WATER
WELFIELDS IN KING COUNTY

8. COMPLETE THIS SECTION ONLY IF THIS
APPLICATION INCLUDES IRRIGATION AS A USE

IN ORDER TO IMPLEMENT THE PROVISIONS OF INITIATIVE MEASURE NUMBER 59, THE FAMILY FARM WATER ACT WHICH WAS PASSED BY THE VOTERS ON NOVEMBER 3, 1977, WE MUST ASK THE FOLLOWING QUESTIONS:

DOES THE TOTAL NUMBER OF ACRES IN WHICH YOU HAVE CONTROLLING INTEREST IN THE STATE OF WASHINGTON EXCEED 2000 ACRES FOR THE FOLLOWING THREE CATEGORIES:

1. LANDS THAT ARE BEING IRRIGATED UNDER WATER RIGHTS ACQUIRED AFTER DECEMBER 20, 1977. YES NO
2. LANDS THAT MAY BE IRRIGATED UNDER APPLICATIONS NOW ON FILE WITH THE DEPARTMENT OF ECOLOGY. YES NO
3. LANDS THAT MAY BE IRRIGATED UNDER THIS APPLICATION. YES NO

IF 10 ACRE-FEET OR MORE OF WATER IS TO BE STORED AND/ OR IF THE WATER DEPTH WILL BE 10 FEET OR MORE AT THE DEEPEST POINT, A STORAGE PERMIT MUST BE FILED IN ADDITION TO THIS PERMIT. THESE FORMS CAN BE SECURED TOGETHER WITH INSTRUCTIONS, FROM THE DEPARTMENT OF ECOLOGY.

SIGNATURES

Applicant's Signature

LEGAL LANDOWNER'S NAME

(please print)

LEGAL LANDOWNER'S ADDRESS

FOR OFFICE USE ONLY

STATE OF WASHINGTON

DEPARTMENT OF ECOLOGY

This is to certify that I have examined this application together with the accompanying maps and data, and am returning it for correction or completion as follows:

In order to retain its priority date, this application must be returned to the Department of Ecology, with corrections, on or before 19.

Witness my hand this day of 19.
Scale: 1 inch = 800 feet (each small square = 10 acres)

Show by a cross (X) the location of point of diversion (surface water source) or point of withdrawal (ground water source). For ground water applications, show by a circle (O) the location of other wells or works within a quarter of a mile.

Indicate traveling direction from nearest town in space below.

End of Tenan, Washington on 41st Sheet S.E. off
of Mount Si Road.

Detach here

Fold along scale

Detach this scale at the perforation, fold excess paper under or cut off excess by cutting along the scale line. This scale corresponds to the SECTION MAP above. You can read feet directly from this scale to outline property and locate points of diversion or withdrawal on the SECTION MAP. Enclose this map along with the application and $10.00 examination fee.
Your water right application will be processed by the Regional Office of the Department of Ecology having jurisdiction in the area in which your water works are located. Please submit your completed application form, maps, sketches, and $10.00 examination fee to the appropriate Regional Office.

Northwest Regional Office  
3190 - 160th Avenue S.E.  
Bellevue, WA 98008-5452  
Tel. (206) 649-7000

Central Regional Office  
3601 West Washington  
Yakima, Washington 98903-1164  
Tel. (509) 575-2800

Southwest Regional Office  
7272 Cleanwater Lane  
Olympia, Washington 98504-6811  
Tel. (206) 586-6380

Eastern Regional Office  
N. 4601 Monroe, Suite 100  
Spokane, Washington 99205-1295  
Tel. (509) 456-29

The appropriate Regional Office will be happy to answer any further questions you may have.
Attachment 3
State of Washington
Application for a Water Right
Please follow the attached instructions to avoid unnecessary delays.

Section 1. APPLICANT - PERSON, ORGANIZATION, OR WATER SYSTEM

Name: East King County Regional Water Association
Home Tel.: (____) ________
Mailing Address: 7618 ECRWA 1501 114th Ave NE #300
Work Tel.: (425) 455 - 8346
City: Bellevue
State: WA
Zip: 98004 +
Fax: (425) 455 - 8369

Section 2. CONTACT - PERSON TO CALL ABOUT THE APPLICATION

Name: Holly Keen, Executive Director
Home Tel.: (____) ________
Mailing Address: SAME
Work Tel.: (____) ________
City: Bellevue
State: WA
Zip: 98004 +
Fax: (____) ________
Relationship to applicant: Executive Director of East King County RWIA

Section 3. STATEMENT OF INTENT

The applicant requests a permit to use not more than _______ gallons per minute or _______ cubic feet per second) from a _______ surface water source or _______ ground water source (check only one) for the purpose(s) of Regional Water Supply. ATTACH A "LEGAL" DESCRIPTION OF THE PLACE OF USE. (See instructions.) NOTE: A tax parcel number or a plat number is not sufficient. N/A
Estimate a maximum annual quantity to be used in acre-feet per year: _______ 72,000

☐ Check if the water use is proposed for a short-term project. Indicate the period of time that the water will be needed:
From ______ to ______

Section 4. WATER SOURCE

If SURFACE WATER

Name the water source and indicate if stream, spring, lake, etc. If unnamed, write "unnamed stream," "unnamed spring," etc.:
Snoqualmie River

Number of diversions: _______ 

Source flows into (name of body of water):
Snohomish River

If GROUNDWATER

A permit is desired for _______ well(s).

Size & depth of well(s): _______ 

LOCATION

Enter the north-south and east-west distances in feet from the point of diversion or withdrawal to the nearest section corner:

<table>
<thead>
<tr>
<th>1/4 of</th>
<th>1/4 of</th>
<th>Section</th>
<th>Township</th>
<th>Range(E/W)</th>
<th>County</th>
</tr>
</thead>
<tbody>
<tr>
<td>SW</td>
<td>SW</td>
<td>31</td>
<td>36N</td>
<td>6E</td>
<td>KING</td>
</tr>
</tbody>
</table>

For Ecology Use: Date Received: 1-29-98 Practice Date: 1-20-98
SEPA: Exempt/Not Exempt: FERC License #: Dept. Of Health #:
Date Accepted As Complete: 2-10-98 By: Date Returned: By: WRIA:
Section 5. GENERAL WATER SYSTEM INFORMATION

A. Name of system, if named: N/A

B. Briefly describe your proposed water system. (See instructions.)

See Attachment A

C. Do you already have any water rights or claims associated with this property or system? □ YES □ NO
   PROVIDE DOCUMENTATION.

Section 6. DOMESTIC / PUBLIC WATER SUPPLY SYSTEM INFORMATION
(Completed for all domestic/public supply uses.)

A. Number of "connections" requested: N/A Type of connection N/A (Homes, Apartment, Recreational, etc.) □ YES □ NO

B. Are you within the area of an approved water system?
   If yes, explain why you are unable to connect to the system. Note: Regional water systems are identified by your County Health Department. N/A

Complete C. and D. only if the proposed water system will have fifteen or more connections.

C. Do you have a current water system plan approved by the Washington State Department of Health? □ YES □ NO
   If yes, when was it approved? See Attachment
   Please attach the current approved version of your plan.

D. Do you have an approved conservation plan? □ YES □ NO
   If yes, when was it approved? See Attachment
   Please attach the current approved version of your plan.

Section 7. IRRIGATION/AGRICULTURAL/FARM INFORMATION
(Complete for all irrigation and agriculture uses.)

A. Total number of acres to be irrigated: N/A

B. List total number of acres for other specified agricultural uses:
   Use __________________________ Acres ______
   Use __________________________ Acres ______
   Use __________________________ Acres ______

C. Total number of acres to be covered by this application: ______

D. Family Farm Act (Initiative Measure Number 59, November 3, 1977)
   Add up the acreage in which you have a controlling interest, including only:
   † Acreage irrigated under water rights acquired after December 8, 1977;
   ‡ Acreage proposed to be irrigated under this application;
   § Acreage proposed to be irrigated under other pending application(s).
   1. Is the combined acreage greater than 2000 acres? □ YES □ NO
   2. Do you have a controlling interest in a Family Farm Development Permit?
      If yes, enter permit no: ______

E. Farm uses:
   Stockwater - Total # of animals _______ Animal type _______ (If dairy cattle, see below)
   Dairy - # Milking _______ # Non-milking _______

APPLICATION
Section 8. WATER STORAGE

Will you be using a dam, dike, or other structure to retain or store water? □ YES ☒ NO

NOTE: If you will be storing 10 acre-feet or more of water and/or if the water depth will be 10 feet or more at the deepest point, and some portion of the storage will be above grade, you must also apply for a reservoir permit. You can get a reservoir permit application from the Department of Ecology.

Section 9. DRIVING DIRECTIONS

Provide detailed driving instructions to the project site.

East on Novelty Hill Road from Redmond
South on West Snoqualmie Valley Road
to powerline

Section 10. REQUIRED MAP

A. Attach a map of the project. (See instructions.)

Section 11. PROPERTY OWNERSHIP

A. Does the applicant own the land on which the water will be used? □ YES □ NO
If no, explain the applicant’s interest in the place of use and provide the name(s) and address(es) of the owner(s):

N/A See Attachment

B. Does the applicant own the land on which the water source is located? □ YES □ NO
If no, submit a copy of agreement:

See Attachment

I certify that the information above is true and accurate to the best of my knowledge. I understand that in order to process my application, I grant staff from the Department of Ecology access to the site for inspection and monitoring purposes. Even though I may have been assisted in the preparation of the above application by the employees of the Department of Ecology, all responsibility for the accuracy of the information rests with me.

East King County Regional Water Association Project Administrator

[Signature]
Applicant (or authorized representative) Date

[Signature]
Landowner for place of use (if same as applicant, write "same") Date

APPLICATION
Use this page to continue your answers to any questions on the application. Please indicate section number before answer.

<table>
<thead>
<tr>
<th>Reason(s)</th>
<th>Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>Examination fee was not enclosed</td>
<td>APPLICANT PLEASE RETURN TO CASHIER, PO BOX 5128, LACEY, WA 98509-5128</td>
</tr>
<tr>
<td>Section number(s) incomplete</td>
<td>APPLICANT PLEASE RETURN TO THE APPROPRIATE REGIONAL OFFICE</td>
</tr>
</tbody>
</table>

Explanation:

Please provide the additional information requested above and return your application by ______________________ (date).

Ecology staff ________________________________ Date __________________

To receive this document in alternative format, contact Lisa Newman at (360) 407-6604 (Voice) or (360) 407-6006 (TDD).

APPLICATION
Applicants:

1. East King County Regional Water Association  
   1309 114th Avenue S.E.,  
   Suite 300  
   Bellevue, WA  98004  
   Contacts:  
   Holly Kean, Executive Director  
   425-455-8366 (Tel)  
   Walter Canter, President  
   425-455-8309 (Fax)  

2. Seattle Public Utilities  
   710 Third Avenue, 10th Floor  
   Seattle WA 98104  
   Contacts:  
   Diana Gale, Director  
   206-684-5851 (Tel)  
   Scott Haskins, Branch Executive  
   206-684-4631 (Fax)  

Synopsis

The East King County Regional Water Association is an organization of public water districts and cities formed under RCW 24.03 with the primary goal of implementing the East King County Coordinated Water System Plan. A specific purpose of the RWA is to identify and develop a new regional water source to meet projected water demands. This source would complement, and be integrated with, the existing regional water system presently operated by Seattle Public Utilities.

This water right application is for a surface water withdrawal of 100 cfs for the purpose of regional water supply. The application will be subject to all instream flow requirements for the Snoqualmie River at Carnation, specified in 173-507 WAC. The estimated maximum annual quantity is 72,000 acre-feet per year. This water right application is a component of what is known as the Snoqualmie Aquifer Project, for which a groundwater application (G1-27384) has been filed. The water developed from the project could be used throughout King County, via existing or planned transmission facilities. Thus, the water will be used by a number of public water systems, each with approved water system plans and conservation plans.

This water right application applies to a surface water source, consisting of one diversion on the Snoqualmie River, which flows into the Snohomish River within Ecology's Water Resources Inventory Area (WRIA) Number 7. A proposed river intake location is within the SW1/4 of the SW 1/4 of Section 36, Township 26N, Range 6E, King County. The applicants do not own the land adjacent to the proposed source location since the final location of the source is dependent on pending engineering and environmental investigations.
Attachment 4
STATE of WASHINGTON  SECRETARY of STATE

I, Ralph Munro, Secretary of State of the State of Washington and custodian of its seal, hereby issue this

CERTIFICATE OF INCORPORATION

to

EAST KING COUNTY REGIONAL WATER ASSOCIATION

a Washington Non Profit corporation. Articles of Incorporation were filed for record in this office on the date indicated below.

Corporation Number: 601 008 051  Date: February 9, 1987

Given under my hand and the seal of the State of Washington, at Olympia, the State Capitol.

Ralph Munro, Secretary of State

1869
26-30
ARTICLES OF INCORPORATION
OF
EAST KING COUNTY REGIONAL WATER ASSOCIATION

The undersigned, acting as an incorporators of a nonprofit corporation to be formed under and pursuant to Chapter 24.03 of the Revised Code of Washington, do hereby make and adopt the following Articles of Incorporation for such corporation:

1. Name. The name of the corporation shall be EAST KING COUNTY REGIONAL WATER ASSOCIATION.

2. Duration. The period of duration of the corporation shall be perpetual.

3. Purpose. This corporation is formed for the purpose of carrying out the recitals, objectives and purposes set forth in that certain Interlocal Cooperative Agreement for the East King County Regional Water Association dated December 10, 1986 (the "Agreement"). Said Agreement is incorporated herein by reference. Formation of a nonprofit corporation for this purpose is specifically authorized by Section 39.34.030(3)(b) of the Interlocal Governmental Cooperation Act of the State of Washington.

Without limiting the terms of said Agreement and the purposes set forth therein or which may be hereafter set forth in said Agreement by amendment, the purpose of this incorporation shall include the following cooperative efforts by the parties to said Agreement:

(1) To develop and carry out a coordinated water supply system plan for the region of King County defined in the critical water supply area designated by King County for the East King County region, pursuant to the Public Water System Coordination Act of 1977;

(2) To develop and carry out a regional ground water management plan for the above referenced study area;

(3) To serve as managing agency under an interlocal governmental agreement with King County to carry out the studies described in Subparagraphs (1) and (2) above;
(4) To develop and manage future ground and surface water sources and transmission lines to the purveyors;

(5) To apply for and receive grants from other governmental agencies, to enter contracts with other governmental agencies and to arrange short and/or long term financing to carry out any of the objectives now or in the future set forth in said Agreement.

(6) To employ staff, retain engineers, attorneys, accountants and other consultants, maintain offices and do all other things necessary or ancillary to the carrying out of the purposes set forth in the Agreement or described above.

4. Registered Agent. The initial registered agent of the corporation shall be Kenneth H. Davidson and the initial registered office of the corporation shall be 401 Parkplace, Suite 317, Kirkland, Washington 98033.

5. Directors. The number of directors of the corporation shall be not less than two nor more than fifty, as may be fixed from time to time by the Bylaws of the corporation. Initially, the number of directors shall be two and the names and addresses of the persons who are to serve as the initial directors are:

Lauren A. Weston
7239 130th NE
Kirkland, WA 98033

Robert Nova
19604 SE 31st
Issaquah, WA 98027

No person shall serve as a director and/or officer of this corporation unless he or she is an elected official of or appointed designee of a governmental entity which is a member of the corporation.

6. Incorporators. The name and address of the incorporator is:

Lauren A. Weston
7239 130th NE
Kirkland, WA 98033

7. Membership. Membership in this corporation is limited to municipal corporations or other governmental entities who have signed and are participants in the Agreement referred to in Section 3 above. Each member shall be entitled to elect one director. Each director shall be entitled to cast
one vote on matters coming before the Board. The manner of casting votes shall be as established in the Agreement and amendments to the Agreement.

8. **Distributions upon Dissolution.** The corporation shall be dissolved upon the termination of the Agreement. Upon dissolution all obligations of the corporation shall be paid in full. Any monies or assets remaining after payment of the obligations of the corporation shall be distributed to the members pursuant to the terms of the Agreement.

9. **Bylaws.** The Board of Directors shall have the authority to adopt and amend the Bylaws to govern the internal organization and operation of the corporation.

DATED this 27th day of January, 1987.

/Signature/
CONSENT TO SERVE AS REGISTERED AGENT

I, Kenneth H. Davidson, hereby consent to serve as Registered Agent, in the State of Washington, for the following corporation:

EAST KING COUNTY REGIONAL WATER ASSOCIATION

I understand that as agent for the corporation, it will be my responsibility to receive service of process in the name of the corporation; to forward all mail to the corporation; and to immediately notify the Office of the Secretary of State in the event of my resignation, or of any changes in the registered office address of the corporation for which I am the agent.

2-6-86
(Date)

(Signature of Agent)

401 Parkplace, Suite 317
(Registered Office Address)

Kirkland, WA 98033
Attachment 5
SECOND AMENDED INTERLOCAL COOPERATIVE AGREEMENT
FOR THE
EAST KING COUNTY REGIONAL WATER ASSOCIATION

Pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, the undersigned parties do hereby agree to the cooperative undertaking and conditions set forth below and in the attached Bylaws of the Regional Water Association.

1. **Purpose.** All the parties hereto operate water utilities and are required to optimize the use of existing water supply sources and transmission systems, and to seek development and acquisition of new water supply sources and transmission systems to meet the present and projected demand for water. The primary purpose of this Agreement is to facilitate efficient water resource development and utilization through interlocal cooperation.

The parties hereto are interested in pursuing the planning and implementation of elements of Regional Coordinated Water System Plans. The regional plans, completed under the auspices of the Washington State Department of Health, provide guidance to utilities for future regional coordination. The subscribing parties are interested in meeting their responsibility in the area of water resources to benefit the individual constituency of the membership.

The parties also recognize that the potential exists for, and intend to pursue, future involvement in the planning, development, management, ownership, and operation of regional water supply source and transmission facilities in cooperation with other utilities.

2. **Formation of Regional Association.** The East King County Regional Water Association (RWA) is duly incorporated as a non-profit corporation under the laws of the State of Washington. Articles of Incorporation were filed with the Secretary of State on February 9, 1987. Pursuant to RCW 39.34.030 (3)(b), all RWA funds shall be subject to audit in the manner provided by law for the auditing of public funds.

3. **Membership.** Membership of the RWA shall be open to all cities, public water districts, and other municipal corporations serving as public water purveyors. The Board may establish a class of "associate membership" in the Association for water purveyors operated as cooperatives or private water companies. Such associate members may attend and be heard at Board meetings. However, such associate members may not (1) vote on expenditure
of Association funds received from public members' dues or from grants, (2) receive a distribution of Association assets upon dissolution, except for contributions from such associate members which have been segregated from other assets of the Association or (3) vote to bind the Association to any contract. Any member may withdraw upon giving such notice, and upon complying with such procedures as may be specified in the Bylaws of the RWA.

4. Governing Body. All the functions and powers of the RWA shall be vested in a Board of Directors (the "Board") comprised of one representative of each member as specified in the Bylaws of the RWA.

5. Authority. Pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, the RWA shall be vested with all powers and authority reasonably required to carry out the objectives and purposes of the RWA as stated in section 1 above.

These powers shall include but not be limited to the powers to:

a. Have perpetual succession;

b. Adopt a corporate name and seal and alter it at pleasure;

c. Enter into contracts, and employ and retain professional services;

d. Create, establish, and maintain such offices and positions as shall be necessary and convenient for the transaction of the business of the RWA;

e. Elect, appoint, and employ such officers, attorneys, agents, and employees as shall be found by the Board to be necessary and convenient;

f. Apply for, own, and/or manage water rights and reservations;

g. Charge dues and assessments as determined by the Board of Directors; provided dues and assessments shall not be utilized for the design, replacement, construction, acquisition, operation, or maintenance of general facilities, and provided further that all financial obligations of the members to the RWA other than dues and assessments will be by separate agreement;

h. Apply for, receive, disperse, and manage loans, funds, and grants;
1. Undertake regional water resource planning and implementation;

j. Foster intergovernmental relations at all levels of government in the interest of better water resource utilization;

k. Promote, create, and administer programs to further public information including but not limited to conservation and planning;

l. Maintain data bases on water resources.

6. **Budget.** On or before December 31 of each year, the RWA budget for the next budget year shall be adopted by the Board. The budget shall contain an estimate of all revenues to be collected during the following budget year, and an itemization of all categories of budgeted expenditures.

7. **Use of Dues and Assessments.** Revenues generated from annual dues and special assessments shall be used to defray normal administrative operating expenses of the RWA but shall not be used for capital expenditures required to construct or otherwise acquire general facilities, or for maintenance and operation of such facilities. Capital funding for construction or other acquisition of general facilities, and funding for maintenance and operation of such facilities which requires the concurrence of each participating agency shall be accomplished through separate agreement among members.

8. **Duration/Termination.** This Agreement shall remain in effect until terminated by execution of a written declaration of termination signed by all parties to the Agreement who have not withdrawn as provided in section 3 above as of the effective date of the declaration. Upon termination all liabilities of the RWA shall be satisfied and all assets, if any, shall be distributed equitably among the parties as determined by the Board.

9. **Amendments.** All amendments to this Agreement must be stated in writing and approval thereof must be evidenced by the signature of two-thirds of the members as of the effective date of the amendment.

10. **Limitations.**

    a. By this Agreement no party has committed itself to participate financially in any future public works project with respect to a future water supply.
b. The Association shall not assume or exercise any regulatory function or lobby to or otherwise seek to obtain such regulatory function.

c. This Agreement shall not constitute a delegation of any of the powers of the individual parties to the Association.

d. The Association shall not enter into agreements or take actions which are inconsistent with the purposes and authorizations set forth in this Agreement.

11. Additional Parties. This Agreement may be amended to add additional cities or water districts as parties hereto upon the majority vote of the Board of Directors. It is intended that cities and water districts shall generally be added as members on fair and equitable terms.

12. Limitation of Liability of Members. Nothing in this Agreement shall alter or waive those provisions of the Association's Articles of Incorporation which establish the limited liability of the members for the debts and obligations of the Association, whether such obligations arise under contract, tort, or statute. Each member shall be obligated to contribute to the Association only those amounts which have been approved by the members, pursuant to the procedures set forth in this Agreement and in the Bylaws of the Association.

13. Effect and Amendment of Prior Agreement. This Agreement shall amend and supersede the current Amended Interlocal Cooperative Agreement for East King County Regional Water Association, when executed by two-thirds of the signators to said Amended Interlocal Cooperative Agreement. This Second Amended Interlocal Cooperative Agreement shall not be effective until so executed.

14. Counterparts. This Agreement may be signed in counterparts and, if so signed, shall be deemed one integrated Agreement.

Approved and signed this 17th day of November, 1992.

______________________________
Name of Member

______________________________
James L. Brazil
By (Signature of authorized individual) President of the Board

12/5/91
Attachment 6
AMENDED AND RESTATED BYLAWS
OF
EAST KING COUNTY REGIONAL WATER ASSOCIATION

ARTICLE 1
GENERAL PROVISIONS

1.1 AUTHORITY.

The authority to adopt and amend Bylaws governing the procedures and operations of the East King County Regional Water Association ("RWA") is derived from the Interlocal Agreement, as amended, providing for formation of the RWA ("Interlocal Agreement") and the Articles of Incorporation of the RWA as duly filed with the Secretary of State of the State of Washington.

1.2 CONFLICTING PROVISIONS.

In the event of any conflict between a provision of these Bylaws and any provision of the Interlocal Agreement of Articles of Incorporation, the Interlocal Agreement or Articles of Incorporation shall control.

1.3 FISCAL YEAR.

The fiscal year of the RWA shall run from January 1 through December 31.

ARTICLE 2
MEMBERSHIP AND REPRESENTATION

2.1 MEMBERSHIP.

All local government bodies who are parties to the Interlocal Agreement are automatically members of the RWA. Upon approval by the Board of Directors of an application for membership submitted by any nonparty city or water district, signing by that entity of the Interlocal Agreement, and payment of all applicable dues and assessments, such governmental entity shall become a member of the RWA.

2.1.1 AFFILIATE MEMBERSHIP.
Any city, municipal water purveyor or association of municipal water purveyors formed under RCW 39.34 may become an affiliate member upon approval of the Board of Directors and payment of any then required dues or fees. Affiliate members shall have no proprietary interest in the RWA, shall not be entitled to vote, may be excluded from executive sessions of the Board of Directors or members, and shall have no right to participate in any distributions, in dissolution or otherwise, by the RWA.

2.2 ANNUAL MEETING.

The annual meeting of the members for the purpose of conducting such business as may properly come before the membership shall be held each year immediately preceding the annual meeting of the Board of Directors at such time and place as the President shall prescribe by notice.

2.3 SPECIAL MEETINGS.

Special meetings of the members for any purpose may be called at any time by the President, the Board of Directors or a majority of the members.

2.4 NOTICE OF ANNUAL AND SPECIAL MEMBERS' MEETINGS.

Pursuant to RCW 24.03.080, written notice stating the place, day and hour of the annual meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered, mailed or electronically transmitted not less than ten nor more than twenty-one days before the date of the meeting, by or at the direction of the President, or the Secretary, or the officers or persons calling the meeting, to each member entitled to vote at such meeting.

2.5 NOTICE OF REGULAR MEMBERS' MEETINGS.

Notice of regular meetings other than annual meetings shall be delivered, mailed or electronically transmitted by providing each member with the adopted schedule of regular meetings for the ensuing year at any time after the annual meeting and ten days prior to the next succeeding regular meeting and at any time when requested by a member. If mailed, such notice shall be deemed to be delivered when deposited in the United States
mail addressed to the member at his address as it appears on the records of the RWA, with postage thereon prepaid.

2.6 WAIVER OF NOTICE.

Whenever any notice is required to be given to any member by the Articles of Incorporation, the Bylaws or the laws of the State of Washington, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time at which the notice is required to be given, shall be equivalent to the giving of such notice.

2.7 CONDUCT OF MEETINGS.

Any person chosen by those present shall call all meetings to order and shall act as chairperson of the meeting. There shall be a quorum when a majority of the members are present; provided, that the quorum must represent retail water sales at least 50 percent of the total retail water sales of all the parties to the Interlocal Agreement.

2.8 RULES OR ORDER.

All meetings of the members shall be conducted in accordance with the latest edition or revision of Robert's Rules of Order.

2.9 ASSOCIATE MEMBERSHIP.

The Board may establish a class of "associate membership" in the RWA open to nonmunicipal water purveyors operated as cooperatives or private water companies and interested in regional water activities. Privileges of such associate memberships shall be limited as specified in the Interlocal Agreement. The Board of Directors is authorized to adopt written rules and procedures further delineating privileges of associate members and obligations with respect to dues and assessments.

2.10 REPRESENTATION.

Each member shall designate in writing one elected public official or other designee as the primary delegate authorized to represent the member as a Director at meetings of the Board of Directors. An alternate delegate may be designated in writing at each member's discretion. The alternate delegate may serve
as a Director at Board of Directors' meetings, but only in the absence of the primary delegate, and in such case the alternate delegate shall have the full rights and privileges of the primary delegate. All written designations shall become effective upon delivery to the Secretary of the RWA and shall remain in effect until revoked in writing by the designating member. In the event of any question of authority to act as a delegate, the determination of the Secretary based upon the records on file with the Secretary shall be determinative.

ARTICLE 3

BOARD OF DIRECTORS

3.1 POWERS/APPOINTMENT.

The right to manage all affairs, property and interests of the RWA shall be vested in the Board of Directors. The Board of Directors shall consist of the delegates designated as Directors by the members as provided in Article 2, Section 2.10.

3.2 TERM OF OFFICE.

A Director shall continue to serve for an indefinite term until written notice of appointment of a successor primary delegate to the Board of Directors has been filed with the Secretary or until the primary delegate no longer qualifies to represent the appointing member, in which case the alternate delegate, if any, for the appointing member shall serve as Director until a new primary delegate is appointed.

3.3 COMPENSATION.

No compensation shall be paid by the RWA for any service as a Director.

ARTICLE 4

MEETINGS OF THE BOARD OF DIRECTORS

4.1 ANNUAL AND REGULAR MEETINGS.

The annual meeting of the Board of Directors shall be held each year on the last Thursday in February at such time and place as the President shall prescribe by notice. Regular meetings of
the Board shall be held at such times and places as determined from time to time by resolution by the Board.

4.2 NOTICE OF MEETINGS.

Special meetings of the Board of Directors may be held at any place and time, whenever called by the President, or any two or more of the Directors, with notice as required in the following subsection.

4.3 NOTICE OF MEETINGS.

Except in the case of action on those items for which advance notice is required, no notice of regular meetings is required. Notice of the annual meeting and of all special meetings of the Board of Directors shall be given by the Secretary, or by the person or persons authorized to call such meetings, in writing by mail or personal delivery at least ten days prior to, and not more than twenty-one (21) days prior to the date on which the meeting is to be held. The notice shall specify the date, time and place of the meeting, and in the case of special meetings, shall identify each item to come before the Board of Directors.

4.4 MATTERS WHICH REQUIRE NOTICE.

Prior written notice meeting the requirements of notice for special meetings shall be required in the case of action on any of the following matters:

A. All elections of officers or the recall of an officer;
B. Budget approval and amendments;
C. Dues and assessments;
D. All final action on any commitment to an expenditure not authorized by an approved budget;
E. Borrowing and contractual commitments requiring expenditures not previously authorized;
F. Changes in the Bylaws or the Interlocal Agreement;
G. Changes in membership; and
H. Reversal or modification of Executive Council decisions or modification of Executive Council authority or duties.

4.5 WAIVER OF NOTICE.

Whenever any notice is required to be given to any Director by the Articles of Incorporation, the Bylaws or the laws of the State of Washington, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time at which the notice is required to be given, shall be equivalent to the giving of such notice.

4.6 QUORUM.

A quorum at any meeting shall consist of the Board members (or alternates) who represent at least 50 percent (50%) of the parties to the agreement, and parties who retail water sales equal 50 percent of the total retail water sales of all of the parties. If the Board fails to obtain a quorum at any two successive regular meetings, then the quorum may be reduced by a two-thirds vote of the Board members present at a special meeting called for such purpose, provided that notice of such special meeting is sent to all representatives and alternates by certified mail, return receipt requested, within the time periods set forth above.

4.7 VOTING.

Each Director shall be entitled to cast one vote on any matter coming before the Board of Directors. All votes shall be cast in person and may not be made by proxy. A question will be approved by a simple majority.

4.8 ASSENT PRESUMED.

Pursuant to RCW 24.03.113, a Director who is present at a meeting of the Board of Directors at which action is taken shall be presumed to have assented to the action taken unless the Director's dissent or abstention is indicated and entered in the minutes of the meeting, or unless the director shall file his or her written dissent or abstention to such action with the person
acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent or abstention by registered mail to the secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent or abstain shall not apply to a Director who voted in favor of such action.

4.9 AGENDAS.

Prior to each regularly scheduled meeting the President shall establish an agenda for the meeting. At the beginning of the meeting, any Director may request that matters be added to the agenda, provided that matters requiring prior notice (see Section 4.4), shall not be so added unless all Directors are present and waive the requirement of notice and agree to entertain the action.

4.10 MEETINGS TO BE PUBLIC.

All meetings of the Board shall be conducted in accordance with the Open Public Meetings Act.

4.11 RULES OF ORDER.

All meetings of the Board of Directors shall be conducted in accordance with the latest edition or revision of Robert's Rules of Order.

ARTICLE 5

OFFICERS AND ELECTIONS

5.1 OFFICERS.

The offices of the RWA shall consist of the President who shall serve as Chairperson of the Board of Directors and of the Executive Council, a First Vice President who shall also serve as the Planning Committee Chairperson, a Second Vice President who shall also serve as Chairperson of the Program Committee, a Treasurer who shall also serve as Chairperson of the Finance Committee, and a Secretary who shall also serve as Chairperson of the Legislative/Policy Committee.

5.2 QUALIFICATIONS OF OFFICERS.
Each officer must be a designated primary or alternate delegate to the Board. Should an officer be removed as the designated delegate or alternate delegate to the Board of Directors by the represented member, or should any member entity withdraw from the membership in the RWA or be removed from membership by the Board, then such officer shall cease to be an officer of the RWA and his or her office shall be deemed vacant. Each member of the RWA is limited to one delegate serving as an officer of the RWA at any given time.

5.3 DUTIES OF THE PRESIDENT.

The President shall serve as Chairperson of the Executive Council and shall serve as Chairperson of the Board of Directors. The President shall preside at all meetings of the Board of Directors and shall have general supervision of the affairs of the RWA, and shall perform all such other duties as are incident to his/her office or are properly required by the Board of Directors. As Chairperson of the Board, the President shall have the following responsibilities:

A. The Chairperson shall serve as chair of all regular and special meetings and may call regular and special meetings of the Board of Directors and/or the Executive Council;

B. The Chairperson shall select the site and agenda for meetings;

C. The Chairperson or a person designated by the chairperson shall act as the spokesperson for the RWA; and

D. The Chairperson shall select various persons to serve on working and ad hoc committees as the Chairperson may deem necessary from time to time.

5.4 DUTIES OF THE FIRST VICE PRESIDENT.

The First Vice President shall serve on the Executive Council and as Vice Chairperson of the Board of Directors. During the absence or temporary disability of the President, the First Vice President shall exercise all of the functions of the President. The First Vice President shall also serve as the Planning Committee Chairperson.

Amended and Restated Bylaws (2005)
5.5 DUTIES OF SECOND VICE PRESIDENT.

The Second Vice President shall serve on the Executive Council and shall serve as Chairperson of the Program Committee. During the absence or temporary disability of the President and First Vice President, the Second Vice President shall exercise all of the functions of the President.

5.6 DUTIES OF TREASURER.

The Treasurer shall serve on the Executive Council and as Chairperson of the Finance Committee. Treasurer shall be responsible for maintaining, or overseeing maintenance of, all financial records of the RWA, assuring the appropriate handling of all revenues and expenditures, and shall assist the Executive Council in preparation of the annual budget.

5.7 DUTIES OF SECRETARY.

The Secretary shall serve on the Executive Council and as Chairperson of the Legislative/Policy Committee. The Secretary shall:

A. Prepare and/or supervise the maintenance and circulation of minutes of the meetings of the Board of Directors and Executive Council;

B. Prepare or supervise preparation of agendas for the Executive Council and Board of Directors meetings as directed by the President;

C. Prepare or supervise preparation and mailing or delivery of all meeting notices to members and associate members;

D. Maintain or supervise maintenance of a roster of the membership including the names, addresses and telephone numbers of all primary and alternate delegates to the Board; and

E. Maintain the records of the corporation.

5.8 DELEGATION.

In the case of absence or inability to act of any officer and of any person herein authorized to act in his/her place, the Board
of Directors may, from time to time, delegate the powers or
duties of such officer to any other officer or any Directors or
other person whom it may select. the President may delegate
duties or powers in addition to those listed herein to offices
of the RWA as necessary or appropriate to the conduct of the
affairs of the corporation.

5.9 VACANCIES.

Vacancies in any office arising from any cause may be filled by
the Board of Directors at any regular or special meeting of the
Board, subject to the notice provisions set forth in
section 4.3.

5.10 ELECTIONS/TERMS OF OFFICE.

All officers shall be elected by the Board of Directors for two
year terms commencing on the day following the Annual Meeting of
Directors in even numbered years. If necessary, the terms of
any incumbent officer shall be extended to concur with this
schedule.

5.11 NOTICE OF ELECTIONS.

Written notice shall be given to all members of the Board of
Directors of the date, time and place of each meeting at which
an election will be conducted. The notice shall include a
description of the duties of the offices or other positions to
be filled by election.

5.12 ELECTION OF OFFICERS.

The election of the initial officers of the RWA shall be
conducted at the initial meeting of the Board of Directors.
Thereafter, elections to fill vacancies occurring through normal
expiration of terms shall be conducted at the annual meeting of
the Board of Directors. Special elections to fill vacancies
occurring through resignation, disqualification, removal or any
other cause except for the normal expiration of a term shall be
conducted at any regular or special meeting designated by the
President or a majority of the members of the Board, subject to
the notice requirements of sections 4.4 and 5.11.

ARTICLE 6

Amended and Restated Bylaws (2005)
COMMITTEES OF THE BOARD OF DIRECTORS

6.1 ESTABLISHMENT OF COMMITTEES.

The organization of the Board of Directors shall include the following standing committees:

A. Planning Committee;

B. Finance Committee;

C. Legislative/Policy Committee;

D. Program Committee;

and such other standing or ad hoc committees as the President or Board of Directors may establish.

6.2 CHAIRPERSONS.

Offices of the RWA shall serve as committee chairpersons as follows:

A. First Vice President - Planning Committee Chairperson;

B. Second Vice President - Program Committee Chairperson;

C. Treasurer - Finance Committee Chairperson; and

D. Secretary - Legislative/Policy Committee Chairperson.

6.3 RESPONSIBILITIES OF PLANNING COMMITTEE.

The Planning Committee shall oversee and make recommendations to the Board on state and regional surface and ground water management plans, coordination among water utilities and other planning related matters.

6.4 RESPONSIBILITIES OF FINANCE COMMITTEE.

The Finance Committee shall be responsible for review of and recommendations to the Board upon the financial affairs of the RWA and the implementation of contracts, dues, budgets and other financial activities.
6.5 RESPONSIBILITIES OF THE LEGISLATIVE/POLICY COMMITTEE.

The Legislative/Policy Committee shall be responsible for reviewing and making recommendations to the Board upon legislation and proposals for legislation by City, County, State and Federal agencies affecting the interests of the RWA, including coordination with interested agencies and special interest groups.

6.6 RESPONSIBILITIES OF PROGRAM COMMITTEE.

The Program Committee shall be responsible for reviewing and making recommendations to the Board on internal programs, project management, public education, conservation and communications.

6.7 OTHER RESPONSIBILITIES.

The standing committees may be assigned such additional responsibilities as the Board may determine appropriate from time to time. Responsibilities of ad hoc committees shall be specified at the time such committees are established.

6.8 SELECTION OF COMMITTEE MEMBERS.

Committee members shall be appointed by the Board of Directors at a regular or special meeting as determined by the President. Recommendations for committee members shall be made by the Executive Council and shall be received at the meeting at which the appointments are made. The number of committee members and the duration of their terms of committee membership shall be determined by resolution of the Board of Directors.

6.9 AD HOC NOMINATING COMMITTEE.

An Ad Hoc Nominating Committee shall consist of three primary or alternate delegates who shall be appointed by the President at the regular meeting of the Board of Directors in December of each odd numbered year. The committee shall submit to the members of the RWA, at least ten days prior to the annual meeting of members in February of every even numbered year, the names of persons who are recommended to be nominated to each office of the RWA.

Amended and Restated Bylaws (2005)
ARTICLE 7

EXECUTIVE COUNCIL

7.1 MEMBERSHIP.

The Executive Council shall be composed of the President, First Vice President, Second Vice President, Secretary and Treasurer.

7.2 DUTIES.

The duties of the Executive Council shall be as follows:

A. The Executive Council shall be responsible for the daily operation of the RWA, taking action as necessary on matters not requiring Board approval and/or requiring attention prior to the next Board meeting;

B. At least two members of the Executive Council shall approve all payments of claims;

C. The Executive Council shall take action on all personnel, employment and internal management matters within the scope of the approved budget;

D. The Executive Council shall review all legal matters and any other concerns requiring a level of confidentiality, and report the findings of the Council to the Board; and

E. The Executive Council shall review all recommendations from the committees and make recommendations to the Board.

ARTICLE 8

DUES AND ASSESSMENTS

8.1 ANNUAL DUES.

Each member shall pay annual dues in such amount and at such time as the Board of Directors shall determine.

8.2 SPECIAL ASSESSMENTS.
The Board of directors may levy special assessments from time to time as it determines is necessary for expenditures in excess of approved or anticipated budgets. Such special assessments may be payable in one or more installments in such amounts and at such times as the Board determines.

ARTICLE 9
WITHDRAWAL OR REMOVAL OF MEMBERS

9.1 WITHDRAWAL.

A member may withdraw at any time upon providing 30 days' prior written notice to the Board, but will be subject to the dues levied for the calendar year in which the withdrawal is effective. However, withdrawal does not eliminate a member's financial responsibilities to the RWA with respect to amounts assessed for loans and contractual commitments made during the term of membership unless the remaining members expressly release the withdrawn members from such commitments. Withdrawal shall be approved by a resolution properly passed and signed by the governing body of the withdrawing member.

9.2 REMOVAL.

A member may be removed by the Board of Directors for nonpayment of dues, or any other action or lack of action the Board considers appropriate, provided the member shall be given at least 30 days written notice of the reasons for the proposed removal and an opportunity to address the Board in opposition to removal. Removal will not excuse payment of the dues for the current calendar year. Bond or other financial agreements negotiated under the auspices of the RWA, but underwritten individually by one or more members by separate agreement shall continue to maturity as stated in the separate agreement regardless of any withdrawal or dismissal from the RWA.

ARTICLE 10
AMENDMENTS

10.1 NOTICE REQUIRED.
These Bylaws shall be amended only upon a vote of the Board of Directors at a meeting for which notice of the proposed amendments was given in compliance with section 4.3.
Attachment 7
AMENDMENT NO. 1 TO SECOND AMENDED INTERLOCAL COOPERATIVE AGREEMENT FOR THE EAST KING COUNTY REGIONAL WATER ASSOCIATION

IN CONSIDERATION of the mutual benefits herein conferred, the undersigned parties to that certain Second Amended Interlocal Cooperative Agreement For The East King County Regional Water Association ("Interlocal Agreement") hereby agree to amend the Interlocal Agreement as set forth below.

RECITALS

A. The East King County Regional Water Association ("RWA") was established by and is governed in accordance with the Interlocal Agreement. The Interlocal Agreement may be amended by a vote of two-thirds of the members.

B. The RWA is a Washington non-profit corporation organized and existing under RCW Ch. 24.03. Articles of Incorporation of the RWA ("Articles of Incorporation") were executed on January 25, 1987, and filed with the Secretary of State of the State of Washington on February 7, 1987.

C. The Board of Directors of the RWA adopted a policy at its regular meeting held September 22, 1994, directing that an amendment to the Interlocal Agreement be prepared to provide that the equity in the RWA's property be allocated among its members based on their contribution towards the RWA's costs. This amendment is to implement such policy.

D. In order to carry out this amendment it is necessary that the Articles of Incorporation be amended.

AGREEMENT

The undersigned parties hereby agree as follows:

1. Termination. The second sentence of Section 8 of the Interlocal Agreement is deleted and replaced with the following:

8. Duration/Termination.

a. Upon termination all liabilities of the RWA shall be paid, or otherwise provided for, in a manner allowed by law; and the net assets of the RWA shall be distributed by category to its members in accordance
with their interests as determined by the following subsection b.

b. Each member of the RWA shall have an equity interest in each of the two categories of the RWA's net assets based upon the following fractions:

(i) **Project Assets:**

Project Portion of Annual Dues and Special Assessments paid by the member, divided by

Project Portion of Annual Dues and Special Assessments paid by all members.

(ii) **Other Assets:**

Non-Project Portion of Annual Dues paid by the member, divided by

Non-Project Portion of Annual Dues paid by all members.

(iii) **Definitions.** The capitalized terms set forth above shall have the following definitions:

1. **Project Assets.** Project Assets means the portion of the RWA's net assets paid for, in whole or in part, by Special Assessments and the Project Portion of Annual Dues. Such assets include, but are not limited to, the Snoqualmie Aquifer project.

2. **Other Assets.** Other Assets means all net assets of the RWA other than Project Assets.

3. **Non-Project Portion of Annual Dues.** Non-Project Portion of Annual Dues means the portion of the RWA's annual dues paid by a member other than the Project Portion of Annual Dues.

4. **Project Portion of Annual Dues.** Project Portion of Annual Dues means the portion of the RWA's annual dues paid by a member which is allocable to the costs of acquiring, developing, maintaining, preserving and disposing of the RWA's Project Assets. Such allocation shall be
determined by the RWA's staff on an annual basis and shall be subject to the approval of the RWA's Board of Directors. Such determination shall be final and binding upon the RWA and its members except in the event of manifest error.

(5) Special Assessments. Special assessments means the amounts assessed by the RWA and paid by a member for the purpose of acquiring, developing, maintaining, preserving and disposing of the RWA's Project Assets.

2. Transfers of Interests by Members. A new section 15 is hereby added to the Interlocal Agreement as follows:

15. Transfers of Interests by Members.

(a) Nature of Interest. The interest of each member in the net assets of the RWA, which interest consists of a percentage interest in Project Assets and a percentage interest in Other Assets calculated pursuant to Section 8 hereof, is a part of, and cannot be separated from the membership interest of each member in the RWA. All such interests are called collectively "Interests" and the share of each member is called an "Interest."

(b) Restrictions on Transferability. No member of the RWA shall transfer its Interest except as set forth in the following subsections.

(c) Transfers by Operation of Law. Transfers of Interests occurring as a result of mergers, consolidations, annexations followed by assumption of assets, or by operation of law between municipal bodies shall be exempt from the restrictions in this section 15.

(d) Procedures for Transfers Other Than by Operation of Law. Any member ("Offeror") that desires to transfer all or part of its Interest shall abide by the following procedures:

(1) The Offeror shall first offer the Interest to the RWA, in writing. The Offeror and the RWA shall promptly appoint representatives to meet and negotiate, in good faith, concerning the price and terms of the transfer of the Interest to the RWA.

(2) If the Offeror and the RWA cannot agree on the price and terms within ninety (90) days from the date of the first meeting
of the representatives, the Offeror shall offer the Interest to all other then existing members of the RWA ("Offerees"), in writing. Such offer shall contain the Offeror's desired price and terms of transfer. Each Offeree may agree, in writing, within thirty (30) days from the date of the delivery of the offer, to accept such offer. The share of the Offeror's Interest purchased by an Offeree who accepts the offer ("Accepting Offeree") shall equal the percentage share of each Accepting Offeree's existing Interest calculated without regard to the Offeror's Interest.

(3) If any portion of the Offeror's Interest is not purchased, then the Accepting Offerees shall be promptly advised of such fact in writing. Within thirty (30) days after being so advised, each Accepting Offeree may agree, in writing, to purchase an additional share of such unpurchased portion. Such share shall be allocated among the Accepting Offerees who agree to so purchase based on the Accepting Offerees' respective percentage Interests calculated after the first purchase above but without regard to the Interest of the Offeror and the Interests of the Offerees who did not purchase under subsection (2) above.

(4) Any portion of the Offeror's Interest not transferred to an existing RWA member pursuant to the procedures set forth above may be offered by the Offeror on the same price and terms offered to the members to any non-member municipal class A purveyor (as defined by Washington State Department of Health regulations) who has been assigned a water service area under the East King County Coordinated Water System Plan, as amended. Before such transfer is consummated, the non-member must apply for and be accepted as a member of the RWA. The Board of Directors of the RWA may establish reasonable conditions for such application and transfer.

(5) Any portion of the Offeror's Interest which is not sold pursuant to the above procedures shall remain the property of the Offeror. The Offeror shall first offer
such portion to the RWA and then to the other members pursuant to the above procedures if the Offeror desires to sell it at a later date.

(e) The Interest of a member in the net assets of the RWA who resigns as a member and pays no further Annual Dues or Special Assessments to the RWA shall be reduced, over time, in relation to the Interests of other members through the operation of the formulas set forth in Section 8.

3. Amendment of Articles of Incorporation. Upon execution and delivery of this amendment by two-thirds of the members of the RWA, Articles of Amendment to the Articles of Incorporation substantially in the form attached hereto as Exhibit A shall be signed by the President and Secretary of the RWA and filed with the Secretary of State of the State of Washington.

4. Authority/Counterparts. Each member executing this amendment hereby warrants and represents to the other members and the RWA that the person whose signature appears below on behalf of the member has been duly and properly authorized and directed to sign this amendment on behalf of the member. This amendment may be signed in counterparts.

Approved and signed as of the date appearing next to each signature below.

CITY OF BELLEVUE

By: ______________________________
    Authorized Signature
    ______________________________
    Date

CITY OF DUVALL

By: ______________________________
    Authorized Signature
    ______________________________
    Date

CITY OF ISSAQUAH

By: ______________________________
    Authorized Signature
    ______________________________
    Date
CITY OF KIRKLAND
By: ___________________________ Date
   Authorized Signature

CITY OF MERCER ISLAND
By: ___________________________ Date
   Authorized Signature

CITY OF REDMOND
By: ___________________________ Date
   Authorized Signature

CITY OF RENTON
By: ___________________________ Date
   Authorized Signature

CITY OF SNOQUALMIE
By: ___________________________ Date
   Authorized Signature

SAMMAMISH PLATEAU WATER & SEWER DISTRICT
By: ___________________________ Date
   Authorized Signature

NORTHEAST SAMMAMISH SEWER & WATER DISTRICT
By: ___________________________ 8/21/95 Date
   Authorized Signature

CEDAR RIVER WATER & SEWER DISTRICT
By: ___________________________ Date
   Authorized Signature

WOODINVILLE WATER DISTRICT
By: ___________________________ Date
   Authorized Signature
Attachment 8
MEMORANDUM

TO: Sammamish Plateau Water and Sewer District Commissioners
FROM: Charlotte A. Archer, General Counsel
DATE: For Board Meeting of November 21, 2022
RE: East King County Regional Water Association

The East King County Regional Water Association has raised the following issues via Commissioner Shustov, the District’s representative on the Association:

- **Execution of an Interlocal Agreement:** The District executed an interlocal agreement to participate in the Association in 1995, but later withdrew. The District rejoined the Association sometime thereafter, but did not execute a new interlocal agreement. The District has continued to participate in the Association, including through the payment of dues. The Association has presented a new interlocal agreement for the District’s execution (*Attachment A* to this memo). **Discussion and Potential Action Item:** Does the Board desire to authorize the execution of a new interlocal agreement?

- **Dissolution of East King County Regional Water Association:** At a meeting in October 2022, the members of the Association discussed whether to dissolve the Association due to a perceived lack of necessity. Dissolution requires the affirmative agreement to terminate of all current members of the Association. Upon dissolution, all assets of the Association (after satisfaction of all liabilities) will be distributed equitably among the members as determined by the Association’s Board. The Association’s Board has provided an estimated proposed distribution of equity (*Attachment B* to this memo), as well as a summary of issues pertaining to dissolution discussed by the Association’s Board (*Attachment C* to this memo). As a member of the Association, the District must take action to authorize the execution of an agreement to dissolve the Association. **Discussion and Potential Action Item:** Does the Board desire to authorize the execution of an agreement to dissolve the Association?

- **Water Rights Applications (January 19, 1994, and January 29, 1998):** The Association, in conjunction with the Seattle Water Department, submitted two applications for water rights to the State of Washington Department of Ecology; one was submitted in 1994 and the other in 1998 (*Attachments D and E* to this memo). It is believed the District was a member of the Association at the time the applications were submitted. If the Association votes to dissolve, these rights applications would need to be addressed; the distribution of equity was provided by the Association’s Board to the members (*Attachment F* to this memo). Seattle has expressed an interest in continuing work towards a water right for the Snoqualmie aquifer, in partnership with the Association or its members. Minutes from the most recent Association Board meeting reflect this discussion (*Attachment G* to this memo). **Discussion and Potential Action Item:** What position does the Board desire to take as it relates to these water rights applications?
Attachment A
Proposed Interlocal Agreement
SECOND AMENDED INTERLOCAL COOPERATIVE AGREEMENT
FOR THE
EAST KING COUNTY REGIONAL WATER ASSOCIATION

Pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, the undersigned parties do hereby agree to the cooperative undertaking and conditions set forth below and in the attached Bylaws of the Regional Water Association.

1. Purpose. All the parties hereto operate water utilities and are required to optimize the use of existing water supply sources and transmission systems, and to seek development and acquisition of new water supply sources and transmission systems to meet the present and projected demand for water. The primary purpose of this Agreement is to facilitate efficient water resource development and utilization through interlocal cooperation.

The parties hereto are interested in pursuing the planning and implementation of elements of Regional Coordinated Water system Plans. The regional plans, completed under the auspices of the Washington State Department of Health, provide guidance to utilities for future regional coordination. The subscribing parties are interested in meeting their responsibility in the area of water resources to benefit the individual constituency of the membership.

The parties also recognize that the potential exists for, and intend to pursue, future involvement in the planning, development, management, ownership, and operation of regional water supply source and transmission facilities in cooperation with other utilities.

2. Formation of Regional Association. The East King county Regional Water Association (RWA) is duly incorporated as a non-profit corporation under the laws of the State of Washington. Articles of Incorporation were filed with the Secretary of State on February 9, 1987. Pursuant to RCW 39.34.030 (3)(b), all RWA funds shall be subject to audit in the manner provided by law for the auditing of public funds.

3. Membership. Membership of the RWA shall be open to all cities, public water districts, and other municipal corporations serving as public water purveyors. The Board may establish a class of "associate membership" in the Association for water purveyors operated as cooperatives or private water companies. Such associate members may attend and be heard at Board meetings. However, such associate members may not (1) vote on expenditure
of Association funds received from public members• dues or from grants, (2) receive a distribution of Association assets upon dissolution, except for contributions from such associate members which have been segregated from other assets of the Association or (3) vote to bind the Association to any contract. Any member may withdraw upon giving such notice, and upon complying with such procedures as may be specified in the Bylaws of the RWA.

4. **Governing Body.** All the functions and powers of the RWA shall be vested in a Board of Directors (the "Board") comprised of one representative of each member as specified in the Bylaws of the RWA.

5. **Authority.** Pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, the RWA shall be vested with all powers and authority reasonably required to carry out the objectives and purposes of the RWA as stated in section 1 above.

These powers shall include but not be limited to the powers to:

a. Have perpetual succession;

b. Adopt a corporate name and seal and alter it at pleasure;

c. Enter into contracts, and employ and retain professional services;

d. Create, establish, and maintain such offices and positions as shall be necessary and convenient for the transaction of the business of the RWA;

e. Elect, appoint, and employ such officers, attorneys, agents, and employees as shall be found by the Board to be necessary and convenient;

f. Apply for, own, and/or manage water rights and reservations;

g. Charge dues and assessments as determined by the Board of Directors; provided dues and assessments shall not be utilized for the design, replacement, construction, acquisition, operation, or maintenance of general facilities, and provided further that all financial obligations of the members to the RWA other than dues and assessments will be by separate agreement:

h. Apply for, receive, disperse, and manage loans, funds, and grants;
i. Undertake regional water resource planning and implementation:

j. Foster intergovernmental relations at all levels of government in the interest of better water resource utilization;

k. Promote, create, and administer programs to further public information including but not limited to conservation and planning;

1. Maintain data bases on water resources.

6. Budget. On or before December 31 of each year, the RWA budget for the next budget year shall be adopted by the Board. The budget shall contain an estimate of all revenues to be collected during the following budget year, and an itemization of all categories of budgeted expenditures.

7. Use of Dues and Assessments. Revenues generated from annual dues and special assessments shall be used to defray normal administrative operating expenses of the RWA but shall not be used for capital expenditures required to construct or otherwise acquire general facilities, or for maintenance and operation of such facilities. Capital funding for construction or other acquisition of general facilities, and funding for maintenance and operation of such facilities which requires the concurrence of each participating agency shall be accomplished through separate agreement among members.

8. Duration/Termination. This Agreement shall remain in effect until terminated by execution of a written declaration of termination signed by all parties to the Agreement who have not withdrawn as provided in section 3 above as of the effective date of the declaration. Upon termination all liabilities of the RWA shall be satisfied and all assets, if any, shall be distributed equitably among the parties as determined by the Board.

9. Amendments. All amendments to this Agreement must be stated in writing and approval thereof must be evidenced by the signature of two-thirds of the members as of the effective date of the amendment.

10. Limitations.

a. By this Agreement no party has committed itself to participate financially in any future public works project with respect to a future water supply.
b. The Association shall not assume or exercise any regulatory function or lobby to or otherwise seek to obtain such regulatory function.

c. This Agreement shall not constitute a delegation of any of the powers of the individual parties to the Association.

d. The Association shall not enter into agreements or take actions which are inconsistent with the purposes and authorizations set forth in this Agreement.

11. Additional Parties. This Agreement may be amended to add additional cities or water districts as parties hereto upon the majority vote of the Board of Directors. It is intended that cities and water districts shall generally be added as members on fair and equitable terms.

12. Limitation of Liability of Members. Nothing in this Agreement shall alter or waive those provisions of the Association's Articles of Incorporation which establish the limited liability of the members for the debts and obligations of the Association, whether such obligations arise under contract, tort, or statute. Each member shall be obligated to contribute to the Association only those amounts which have been approved by the members, pursuant to the procedures set forth in this Agreement and in the Bylaws of the Association.

13. Effect and Amendment of Prior Agreement. This Agreement shall amend and supersede the current Amended Interlocal Cooperative Agreement for East King County Regional Water Association, when executed by two-thirds of the signators to said Amended Interlocal Cooperative Agreement. This Second Amended Interlocal Cooperative Agreement shall not be effective until so executed.

14. Counterparts. This Agreement may be signed in counterparts and, if so signed, shall be deemed one integrated Agreement.

Approved and signed this ___ day of ___

Name of Member

12/5/91

By (Signature of authorized individual)
AMENDMENT NO. 1 TO SECOND AMENDED INTERLOCAL COOPERATIVE AGREEMENT FOR THE EAST KING COUNTY REGIONAL WATER ASSOCIATION

IN CONSIDERATION of the mutual benefits herein conferred, the undersigned parties to that certain Second Amended Interlocal Cooperative Agreement For The East King County Regional Water Association ("Interlocal Agreement") hereby agree to amend the Interlocal Agreement as set forth below.

REQUITALS
A. The East King County Regional Water Association ("RWA") was established by and is governed in accordance with the Interlocal Agreement. The Interlocal Agreement may be amended by a vote of two-thirds of the members.
B. The RWA is a Washington non-profit corporation organized and existing under RCW Ch. 24.03. Articles of Incorporation of the RWA ("Articles of Incorporation") were executed on January 25, 1987, and filed with the Secretary of State of the State of Washington on February 7, 1987.
C. The Board of Directors of the RWA adopted a policy at its regular meeting held September 22, 1994, directing that an amendment to the Interlocal Agreement be prepared to provide that the equity in the RWA's property be allocated among its members based on their contribution towards the RWA's costs. This amendment is to implement such policy.
D. In order to carry out this amendment it is necessary that the Articles of Incorporation be amended.

AGREEMENT
The undersigned parties hereby agree as follows:
1. Termination. The second sentence of Section 8 of the Interlocal Agreement is deleted and replaced with the following:

8. Duration/Termination.
a. Upon termination all liabilities of the RWA shall be paid, or otherwise provided for, in a manner allowed by law; and the net assets of the RWA shall be distributed by category to its members in accordance
with their interests as determined by the following subsection b.

b. Each member of the RWA shall have an equity interest in each of the two categories of the RWA's net assets based upon the following fractions:

(i) **Project Assets:**

Project Portion of Annual Dues and Special Assessments paid by the member,

divided by

Project Portion of Annual Dues and Special Assessments paid by all members.

(ii) **Other Assets:**

Non-Project Portion of Annual Dues paid by the member,

divided by

Non-Project Portion of Annual Dues paid by all members.

(iii) **Definitions.** The capitalized terms set forth above shall have the following definitions:

1. **Project Assets.** Project Assets means the portion of the RWA's net assets paid for, in whole or in part, by Special Assessments and the Project Portion of Annual Dues. Such assets include, but are not limited to, the Snoqualmie Aquifer project.

2. **Other Assets.** Other Assets means all net assets of the RWA other than Project Assets.

3. **Non-Project Portion of Annual Dues.** Non-Project Portion of Annual Dues means the portion of the RWA's annual dues paid by a member other than the Project Portion of Annual Dues.

4. **Project Portion of Annual Dues.** Project Portion of Annual Dues means the portion of the RWA's annual dues paid by a member which is allocable to the costs of acquiring, developing, maintaining, preserving and disposing of the RWA's Project Assets. Such allocation shall be
determined by the RWA's staff on an annual basis and shall be subject to the approval of the RWA's Board of Directors. Such determination shall be final and binding upon the RWA and its members except in the event of manifest error.

(5) Special Assessments. Special assessments means the amounts assessed by the RWA and paid by a member for the purpose of acquiring, developing, maintaining, preserving and disposing of the RWA's Project Assets.

2. Transfers of Interests by Members. A new section 15 is hereby added to the Interlocal Agreement as follows:

15. Transfers of Interests by Members.

(a) Nature of Interest. The interest of each member in the net assets of the RWA, which interest consists of a percentage interest in Project Assets and a percentage interest in Other Assets calculated pursuant to Section 8 hereof, is a part of, and cannot be separated from the membership interest of each member in the RWA. All such interests are called collectively "Interests" and the share of each member is called "Interest."

(b) Restrictions on Transferability. No member of the RWA shall transfer its Interest except as set forth in the following subsections.

(c) Transfers by Operation of Law. Transfers of Interests occurring as a result of mergers, consolidations, annexations followed by assumption of assets, or by operation of law between municipal bodies shall be exempt from the restrictions in this section 15.

(d) Procedures for Transfers Other Than by Operation of Law. Any member ("Offeror") that desires to transfer all or part of its Interest shall abide by the following procedures:

(1) The Offeror shall first offer the Interest to the RWA, in writing. The Offeror and the RWA shall promptly appoint representatives to meet and negotiate, in good faith, concerning the price and terms of the transfer of the Interest to the RWA.

(2) If the Offeror and the RWA cannot agree on the price and terms within ninety (90) days from the date of the first meeting
of the representatives, the Offeror shall offer the Interest to all other then-existing members of the RWA ("Offerees"), in writing. Such offer shall contain the Offerer's desired price and terms of transfer. Each Offeree may agree, in writing, within thirty (30) days from the date of the delivery of the offer, to accept such offer. The share of the Offerer's Interest purchased by an Offeree who accepts the offer ("Accepting Offeree") shall equal the percentage share of each Accepting Offeree's existing Interest calculated without regard to the Offerer's Interest.

(3) If any portion of the Offerer's Interest is not purchased, then the Accepting Offerees shall be promptly advised of such fact in writing. Within thirty (30) days after being so advised, each Accepting Offeree may agree, in writing, to purchase an additional share of such unpurchased portion. Such share shall be allocated among the Accepting Offerees who agree to so purchase based on the Accepting Offerees' respective percentage Interests calculated after the first purchase above but without regard to the Interest of the Offerer and the Interests of the Offerees who did not purchase under subsection (2) above.

(4) Any portion of the Offerer's Interest not transferred to an existing RWA member pursuant to the procedures set forth above may be offered by the Offerer on the same price and terms offered to the members to any non-member municipal class A purveyor (as defined by Washington State Department of Health regulations) who has been assigned a water service area under the East King County Coordinated Water System Plan, as amended. Before such transfer is consummated, the non-member must apply for and be accepted as a member of the RWA. The Board of Directors of the RWA may establish reasonable conditions for such application and transfer.

(5) Any portion of the Offerer's Interest which is not sold pursuant to the above procedures shall remain the property of the Offerer. The Offerer shall first offer
such portion to the RWA and then to the other members pursuant to the above procedures if the Offerer desires to sell it at a later date.

(e) The Interest of a member in the net assets of the RWA who resigns as a member and pays no further Annual Dues or Special Assessments to the RWA shall be reduced, over time, in relation to the Interests of other members through the operation of the formulas set forth in Section 8.

3. Amendment of Articles of Incorporation. Upon execution and delivery of this amendment by two-thirds of the members of the RWA, Articles of Amendment to the Articles of Incorporation substantially in the form attached hereto as Exhibit A shall be signed by the President and Secretary of the RWA and filed with the Secretary of State of the State of Washington.

4. Authority/Counterparts. Each member executing this amendment hereby warrants and represents to the other members and the RWA that the person whose signature appears below on behalf of the member has been duly and properly authorized and directed to sign this amendment on behalf of the member. This amendment may be signed in counterparts.

Approved and signed as of the date appearing next to each signature below.

CITY OF BELLEVUE
By:__________________________
   Authorized Signature             Date

CITY OF DUVALL
By:__________________________
   Authorized Signature             Date

CITY OF ISSAQUAH
By:__________________________
   Authorized Signature             Date
CITY OF KIRKLAND
By: ____________________________  ____________________________
   Authorized Signature                     Date

CITY OF MERCER ISLAND
By: ____________________________  ____________________________
   Authorized Signature                     Date

CITY OF REDMOND
By: ____________________________  ____________________________
   Authorized Signature                     Date

CITY OF RENTON
By: ____________________________  ____________________________
   Authorized Signature                     Date

CITY OF SNOQUALMIE
By: ____________________________  ____________________________
   Authorized Signature                     Date

SAMMAMISH PLATEAU WATER & SEWER DISTRICT
By: ____________________________  ____________________________
   Authorized Signature                     Date

NORTHEAST SAMMAM S SEWER & WATER DISTRICT
By: ____________________________  ____________________________
   Authorized Signature                     Date

CEDAR RIVER WATER & SEWER DISTRICT
By: ____________________________  ____________________________
   Authorized Signature                     Date

WOODINVILLE WATER DISTRICT
By: ____________________________  ____________________________
   Authorized Signature                     Date
KING COUNTY WATER DISTRICT NO. 107
By: ____________________________
    Authorized Signature    Date

KING COUNTY WATER DISTRICT NO. 119
By: ____________________________
    Authorized Signature    Date
Attachment B
Proposed Distribution of Non-Project Equity in event of Dissolution
East King County Regional Water Association
Proposed Distribution Percentages

<table>
<thead>
<tr>
<th></th>
<th>2020</th>
<th>2019</th>
<th>2018</th>
<th>Total</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of North Bend</td>
<td>$5,500.00</td>
<td>$5,500.00</td>
<td>$5,000.00</td>
<td>$16,000.00</td>
<td>20.32%</td>
</tr>
<tr>
<td>Sammamish Plateau</td>
<td>$3,500.00</td>
<td>$4,500.00</td>
<td>$2,500.00</td>
<td>$10,500.00</td>
<td>13.33%</td>
</tr>
<tr>
<td>KCWD #119</td>
<td>$2,750.00</td>
<td>$2,750.00</td>
<td>$2,592.92</td>
<td>$8,092.92</td>
<td>10.28%</td>
</tr>
<tr>
<td>NE Sammamish</td>
<td>$5,500.00</td>
<td>$5,500.00</td>
<td>$5,000.00</td>
<td>$16,000.00</td>
<td>20.32%</td>
</tr>
<tr>
<td>City of Snoqualmie</td>
<td>$4,900.00</td>
<td>$4,900.00</td>
<td>$4,850.36</td>
<td>$14,650.36</td>
<td>18.61%</td>
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<tr>
<td>Lake Meridian</td>
<td>$4,500.00</td>
<td>$4,500.00</td>
<td>$4,500.00</td>
<td>$13,500.00</td>
<td>17.14%</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>$26,650.00</strong></td>
<td><strong>$27,650.00</strong></td>
<td><strong>$24,443.28</strong></td>
<td><strong>$78,743.28</strong></td>
<td><strong>100.00%</strong></td>
</tr>
</tbody>
</table>
Dissolution Considerations

1. Membership Status
2. Records Disposition/State Archives
3. Water Right/Easement Transfer
4. Coordinated Water Supply Considerations and interaction with agencies
5. Final Audit
6. Distribution Percentage
7. Legal Services Budget
Attachment D
Application for Water Right (Ground Water)
January 19, 1994
APPLICATION FOR PERMIT
TO APPROPRIATE PUBLIC WATERS OF THE STATE OF WASHINGTON

SURFACE WATER  X  GROUND WATER

$100.00 MINIMUM STATUTORY EXAMINATION FEE REQUIRED WITH APPLICATION

(GRAY BOXES FOR OFFICE USE ONLY)

APPLICATION NO. 27384

W.H.A. COUNTY priority date time accepted

Applicant's Name - Please Print

Bus. Tel. 455-9366

Home Tel. 317-9762

Other Tel. 684-4608

Address (Street) (City) (State) (Zip Code)

Date & Place of Incorporation if Applicant is a Corporation

Date that King County WA (Expiry)

1. Source of Supply

If Surface Water

Source (Name of Stream, Lake, Spring, etc.) (If Unnamed, so State)

Source (Well, Tunnel, Infiltration Trench, etc.)

If Ground Water

WELL (6)

TrIBUTARY

Size and Depth

Initially a 12 inch diameter well

To 1,000 Feet. See No. 6

2. Use

Use to Which Water Is to Be Applied (Domestic Supply, Irrigation, Mining, Manufacturing, etc.)

Regional Municipal Supply for King County Washington

Enter Quantity of Water Requested Using Units of:

Cubic Feet Per Second (CFS) or Gallons Per Minute (GPM)

41,000 CFS or 607 GPM

Acres Feet Per Year

3. Location of Point of Diversion/Withdrawal

A. If In Platted Property

Lot Block

OR (Give Name of Plat or Addition)

Section Town Range

Also, Please Enclose a Copy of the Plat and Mark the Point(s) of Withdrawal or Diversion

B. If Not In Platted Property

On Accompanying Section Maps, Accurately Mark and Identify Each Point of Diversion, Show North-South and East-West Distances from Nearest Section Corner or Property Corner

Also, Enter Below the Distances from the Nearest Section or Property Corner to the Diversion or Withdrawal

Located Within (Smallest Legal Subdivision)

Section Township Range

For Wj M.W. County

4. Do You Own the Land on Which This Source Is Located? If Not, Insert Name & Address of Owner

Yes: A Permanent Agreement

Attaching a Copy of the Legal Description of the Property on Which the Water Will Be Taken Form a Real Estate Contract, Property Deed or Title Insurance Policy or, Copy Carefully in the Space Below

A Regional Municipal Supply for King County Washington

Application for Permit to Appropriate Public Waters of the State of Washington
5. DESCRIPTION OF SYSTEM PROPOSED OR INSTALLED

(For example: Size of pump, capacity of pumps, motor horse power, pipe diameter, number of sprinklers, etc.)

A 12 inch diameter test well is proposed to investigate potential aquifers to 1000 feet. If an aquifer is encountered, a screen will be installed in the test well and a pumping test will be conducted. A production well field with wells of 12 inches in diameter will be installed, if the results of the test drilling and pumping are favorable. Wells will be connected to a transmission line to infiltrate with water pumpable in King County.

6. COMPLETE THIS SECTION ONLY IF THIS APPLICATION INCLUDES IRRIGATION AS A USE

In order to implement the provisions of Initiative Measure Number 59, the Family Farm Water Act which was passed by the voters on November 3, 1977, we must ask the following questions:

Does the total number of acres in which you have controlling interest in the state of Washington exceed 2000 acres for the following three categories?

1. Lands that are being irrigated under water rights acquired after December 8, 1977.
   - Yes [ ] No [x]
2. Lands that may be irrigated under applications now on file with the Department of Ecology.
   - Yes [ ] No [x]
3. Lands that may be irrigated under this application.
   - Yes [ ] No [x]

If 10 acre-feet or more of water is to be stored and/or if the water depth will be 10 feet or more at the deepest point, a storage permit must be filed in addition to this permit. These forms can be secured, together with instructions, from the Department of Ecology.

7. SIGNATURES

Applicant's Name: (Please print)

[Signature]

[Signature]

LEGAL LANDOWNER'S NAME

(please print)

LEGAL LANDOWNER'S SIGNATURE

LEGAL LANDOWNER'S ADDRESS

FOR OFFICE USE ONLY

STATE OF WASHINGTON

DEPARTMENT OF ECOLOGY

This is to certify that I have examined this application together with the accompanying maps and data,

and am returning it for correction or completion as follows:

In order to retain its priority date, this application must be returned to the Department of Ecology, with corrections, on or before 19...............

Witness my hand this ........................ day of ........................................ 19............

Department of Ecology

ECY 040-1-14
Rev. 8/91 F
Scale: 1 inch = 800 feet (each small square = 10 acres)

Show by a cross (X) the location of point of diversion (surface water source) or point of withdrawal (ground water source). For ground water applications, show by a circle (O) the locations of other wells or works within a quarter of a mile.

Indicate traveling directions from nearest town in space below:

End of Tenet, Washington on 41st Street S.E., off
of Mount Si Road.

Detach here

Fold along scale

Detach this scale at the perforation, fold excess paper under or cut off excess by cutting along the scale line. This scale corresponds to the SECTION MAP above. You can read feet directly from this scale to outline property and locate points of diversion or withdrawal on the SECTION MAP. Enclose this map along with the application and $10.00 examination fee.
Your water right application will be processed by the Regional Office of the Department of Ecology having jurisdiction in the area in which your water works are located. Please submit your completed application form, maps, sketches, and $10.00 examination fee to the appropriate Regional Office.

Northwest Regional Office  
3190 - 160th Avenue S.E.  
Bellevue, WA 98008-5452  
Tel. (206) 649-7000

Central Regional Office  
3601 West Washington  
Yakima, Washington 98903-1164  
Tel. (509) 575-2800

Southwest Regional Office  
7272 Cleanwater Lane  
Olympia, Washington 98504-6811  
Tel. (206) 586-6380

Eastern Regional Office  
N. 4601 Monroe, Suite 100  
Spokane, Washington 99205-1295  
Tel. (509) 456-29

The appropriate Regional Office will be happy to answer any further questions you may have.
Attachment E
Application for Water Right (Surface Water)
January 29, 1998
State of Washington  
Application for a Water Right  
Please follow the attached instructions to avoid unnecessary delays.

Section 1. APPLICANT - PERSON, ORGANIZATION, OR WATER SYSTEM  
Name: East King County Regional Water Association  
Home Tel: ( )  
Mailing Address: 900 114th Ave NE #300  
Work Tel: (425) 455-8366  
City: Bellevue  
State: WA  
Zip: 98004  
Fax: (425) 455-8393

Section 2. CONTACT - PERSON TO CALL ABOUT THE APPLICATION 
Name: Holly Keen, Executive Director  
Home Tel: ( )  
Mailing Address: SAME  
Work Tel: ( )  
City: Bellevue  
State: WA  
Zip: 98004  
Fax: ( )

Relationship to applicant: Executive Director of East King County RWRA

Section 3. STATEMENT OF INTENT  
The applicant requests a permit to use not more than 100 ( ) gallons per minute or ( ) cubic feet per second) from a surface water source or ( ) ground water source (check only one) for the purpose(s) of Regional Water Supply. ATTACH A "LEGAL" DESCRIPTION OF THE PLACE OF USE. (See Instructions.)  
NOTE: A tax parcel number or a plat number is not sufficient. N/A

Estimate a maximum annual quantity to be used in acre-feet per year: 72,000

☐ Check if the water use is proposed for a short-term project. Indicate the period of time that the water will be needed:
From __/__/____ to __/__/____

Section 4. WATER SOURCE

<table>
<thead>
<tr>
<th>If SURFACE WATER</th>
<th>If GROUNDWATER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name the water source and indicate if stream, spring, lake, etc. If unnamed, write &quot;unnamed spring,&quot; &quot;unnamed stream,&quot; etc.: Snoqualmie River</td>
<td>A permit is desired for _______ well(s).</td>
</tr>
<tr>
<td>Number of diversions:</td>
<td></td>
</tr>
<tr>
<td>Source flows into (name of body of water): Snohomish River</td>
<td>Size &amp; depth of well(s):</td>
</tr>
</tbody>
</table>

LOCATION

Enter the north-south and east-west distances in feet from the point of diversion or withdrawal to the nearest section corner:

<table>
<thead>
<tr>
<th>1/4 of</th>
<th>1/4 of</th>
<th>Section</th>
<th>Township</th>
<th>Range(E/W)</th>
<th>County</th>
</tr>
</thead>
<tbody>
<tr>
<td>SW</td>
<td>SW</td>
<td>36</td>
<td>16N</td>
<td>6E</td>
<td>KING</td>
</tr>
</tbody>
</table>

For Ecology Use  
Date Received: 1-29-95  
Priority Date: 1-29-95

SEPA: Exempt/Not Exempt  
FERC License #:  
Dept. Of Health #:  
Date Accepted As Complete: 2-10-98  
Date Returned:  
By:  
WRIA: 7

APPLICATION  
Rev. 9/95 F  
Appl. No.: 5127877
Section 5. GENERAL WATER SYSTEM INFORMATION

A. Name of system, if named: **N/A**

B. Briefly describe your proposed water system. (See instructions.)

See Attachment A

C. Do you already have any water rights or claims associated with this property or system? **YES** ☐ **NO** ☐ PROVIDE DOCUMENTATION.

Section 6. DOMESTIC / PUBLIC WATER SUPPLY SYSTEM INFORMATION (Completed for all domestic/public supply uses.)

A. Number of "connections" requested: **N/A** Type of connection **N/A** (Homes, Apartment, Recreational, etc.)

B. Are you within the area of an approved water system? If yes, explain why you are unable to connect to the system. **YES** ☐ **NO** ☐ Note: Regional water systems are identified by your County Health Department. **N/A**

Complete C. and D. only if the proposed water system will have fifteen or more connections.

C. Do you have a current water system plan approved by the Washington State Department of Health? **YES** ☐ **NO** ☐

If yes, when was it approved? ________________ Please attach the current approved version of your plan.

D. Do you have an approved conservation plan? **YES** ☐ **NO** ☐

If yes, when was it approved? ________________ Please attach the current approved version of your plan.

Section 7. IRRIGATION/AGRICULTURAL/FARM INFORMATION (Complete for all irrigation and agriculture uses.)

A. Total number of acres to be irrigated: **N/A**

B. List total number of acres for other specified agricultural uses:

<table>
<thead>
<tr>
<th>Use</th>
<th>Acres</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

C. Total number of acres to be covered by this application:

D. Family Farm Act (Initiative Measure Number 59, November 3, 1977)

Add up the acreage in which you have a controlling interest, including only:

† Acreage irrigated under water rights acquired after December 8, 1977;
‡ Acreage proposed to be irrigated under this application;
§ Acreage proposed to be irrigated under other pending application(s).

1. Is the combined acreage greater than 2000 acres? **YES** ☐ **NO** ☐

2. Do you have a controlling interest in a Family Farm Development Permit? **YES** ☐ **NO** ☐

   If yes, enter permit no: ________________

E. Farm uses:

Stockwater - Total # of animals ____________ Animal type ____________ (If dairy cattle, see below)

Dairy - # Milking ____________ # Non-milking ____________

APPLICATION
Section 8. WATER STORAGE

Will you be using a dam, dike, or other structure to retain or store water? □ YES □ NO

NOTE: If you will be storing 10 acre-feet or more of water and/or if the water depth will be 10 feet or more at the deepest point, and some portion of the storage will be above grade, you must also apply for a reservoir permit. You can get a reservoir permit application from the Department of Ecology.

Section 9. DRIVING DIRECTIONS

Provide detailed driving instructions to the project site.

East on Novelty Hill Road from Redmond
South on West Snoqualmie Valley Road
to Powerline

Section 10. REQUIRED MAP

A. Attach a map of the project. (See instructions.)

Section 11. PROPERTY OWNERSHIP

A. Does the applicant own the land on which the water will be used? □ YES □ NO
If no, explain the applicant’s interest in the place of use and provide the name(s) and address(es) of the owner(s):

N/A See Attachment

B. Does the applicant own the land on which the water source is located? □ YES □ NO
If no, submit a copy of agreement:

See Attachment

I certify that the information above is true and accurate to the best of my knowledge. I understand that in order to process my application, I grant staff from the Department of Ecology access to the site for inspection and monitoring purposes. Even though I may have been assisted in the preparation of the above application by the employees of the Department of Ecology, all responsibility for the accuracy of the information rests with me.

[Signature]
[Title]
[Date]

Applicant (or authorized representative)

[Signature]
[Title]
[Date]

Landowner for place of use (if same as applicant, write "same")

[Signature]
[Date]

APPLICATION
Use this page to continue your answers to any questions on the application. Please indicate section number before answer.

<table>
<thead>
<tr>
<th>Reason(s)</th>
<th>Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>Examination fee was not enclosed</td>
<td>APPLICANT PLEASE RETURN TO CASHIER, PO BOX 5128, LACEY, WA 98509-5128</td>
</tr>
<tr>
<td>Section number(s) incomplete is/are</td>
<td>APPLICANT PLEASE RETURN TO THE APPROPRIATE REGIONAL OFFICE</td>
</tr>
</tbody>
</table>

Explaination:

Please provide the additional information requested above and return your application by ___________ (date).

Ecology staff ___________________________ Date __________________

To receive this document in alternative format, contact Lisa Newman at (360) 407-6604 (Voice) or (360) 407-6006 (TDD).
Applicants:

1. East King County Regional Water Association
   1309 114th Avenue S.E.,
   Suite 300
   Bellevue, WA 98004
   425-455-8366 (Tel)
   425-455-8309 (Fax)
   Contacts:
   Holly Kean, Executive Director
   Walter Canter, President

2. Seattle Public Utilities
   710 Third Avenue, 10th Floor
   Seattle WA 98104
   206-684-5851 (Tel)
   206-684-4631 (Fax)
   Contacts:
   Diana Gale, Director
   Scott Haskins, Branch Executive

Synopsis

The East King County Regional Water Association is an organization of public water districts and cities formed under RCW 24.03 with the primary goal of implementing the East King County Coordinated Water System Plan. A specific purpose of the RWA is to identify and develop a new regional water source the meet projected water demands. This source would complement, and be integrated with, the existing regional water system presently operated by Seattle Public Utilities.

This water right application is for a surface water withdrawal of 100 cfs for the purpose of regional water supply. The application will be subject to all instream flow requirements for the Snoqualmie River at Carnation, specified in 173-507 WAC. The estimated maximum annual quantity is 72,000 acre-feet per year. This water right application is a component of what is known as the Snoqualmie Aquifer Project, for which a groundwater application (G1-27384) has been filed. The water developed from the project could be used throughout King County, via existing or planned transmission facilities. Thus, the water will be used by a number of public water systems, each with approved water system plans and conservation plans.

This water right application applies to a surface water source, consisting of one diversion on the Snoqualmie River, which flows into the Snohomish River within Ecology’s Water Resources Inventory Area (WRIA) Number 7. A proposed river intake location is within the SW1/4 of the SW 1/4 of Section 36, Township 26 N, Range 6E, King County. The applicants do not own the land adjacent to the proposed source location since the final location of the source is dependent on pending engineering and environmental investigations.
Attachment F
Snoqualmie Aquifer Equity Calculation
East King County Regional Water Association  
Snoqualmie Aquifer Equity Calculation

<table>
<thead>
<tr>
<th></th>
<th>Total Equity per 1998</th>
<th>% to Total Project</th>
<th>% to Total 1999 Assessment</th>
<th>% to Total 2001 Assessment</th>
<th>Total Equity Project</th>
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</thead>
<tbody>
<tr>
<td>Rose Hill</td>
<td>$10,144.75</td>
<td>1.96%</td>
<td>$2,166.00</td>
<td>$6,090.25</td>
<td>$10,144.75</td>
</tr>
<tr>
<td>Sammamish Plateau*</td>
<td>$38,284.92</td>
<td>7.39%</td>
<td>$2,166.00</td>
<td>$6,090.25</td>
<td>$46,541.17</td>
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<tr>
<td>KCWD 119</td>
<td>$3,265.83</td>
<td>0.63%</td>
<td>$132.00</td>
<td>$341.07</td>
<td>$3,738.90</td>
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<tr>
<td>Cedar River</td>
<td>$21,010.32</td>
<td>4.06%</td>
<td>$1,170.00</td>
<td>$3,016.19</td>
<td>$25,196.51</td>
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<tr>
<td>Bellevue</td>
<td>$96,067.16</td>
<td>18.55%</td>
<td>-</td>
<td>$96,067.16</td>
<td>$16.84%</td>
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<td>Kirkland</td>
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<td>$2,632.00</td>
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<td>$47,347.89</td>
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<td>12.54%</td>
<td>$3,866.00</td>
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<td>$68,819.72</td>
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<td>3.91%</td>
<td>$960.00</td>
<td>$2,509.45</td>
<td>$23,729.07</td>
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<tr>
<td>Woodinville Water</td>
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<td></td>
<td>$36,198.75</td>
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<tr>
<td>Renton</td>
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<td>$4,102.00</td>
<td>$9,367.49</td>
<td>$84,559.26</td>
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<tr>
<td>Mercer Island</td>
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<td>$19,690.27</td>
<td>$3.45%</td>
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<tr>
<td>Coal Creek</td>
<td>$26,762.52</td>
<td>5.17%</td>
<td>$1,454.00</td>
<td>$3,726.70</td>
<td>$31,943.22</td>
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<tr>
<td>Duvall</td>
<td>$4,555.20</td>
<td>0.88%</td>
<td>$224.00</td>
<td>$669.47</td>
<td>$5,448.67</td>
</tr>
<tr>
<td>NE Sammamish</td>
<td>$13,533.62</td>
<td>2.61%</td>
<td>$462.00</td>
<td></td>
<td>$13,995.62</td>
</tr>
<tr>
<td>Snoqualmie</td>
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<td>0.60%</td>
<td>$238.00</td>
<td>$628.24</td>
<td>$3,966.66</td>
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<tr>
<td>Covington</td>
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<td>8.54%</td>
<td>$2,594.00</td>
<td>$5,265.42</td>
<td>$52,110.90</td>
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<tr>
<td>North Bend</td>
<td>$885.71</td>
<td>0.16%</td>
<td>$885.71</td>
<td></td>
<td>$970,384.23</td>
</tr>
</tbody>
</table>

Total: $517,884.24  100.00%  $20,000.00  32,499.99  $570,384.23  100.00%

* includes Cascade View
Attachment G
Association Meeting Minutes
Regular Board Meeting
October 19, 2022

The January meeting of the Board of Directors of the EKCRWA was called to order by Terry Olson, President, at 2:30 p.m. at the offices of the N. E. Sammamish Sewer & Water District; 3600 Sahalee Way NE; Sammamish, Washington and on Zoom. In attendance at the District office were Nicole DeNovio, Terry Olson, Laura Keough, Jim Moe, Don DeBerg, Ted Stonebridge, Chris Hall and Brent Lewis. On Zoom were Paul Sentena, Mary Shustov, Jeff Hamlin, Richard Jonson and Mike Jonson. A quorum was present.

APPROVAL OF THE MINUTES

The June 4, 2020 minutes were unanimously approved on a motion from Don DeBerg seconded by Paul Sentena.

SECRETARY/TREASURER REPORT – LAURA KEOUGH

Laura presented the financial reports from May 2020 through September 2022. On a motion by Don DeBerg seconded by Mary Shustov the financial reports were approved.

Laura provided in the agenda a list of checks issued since the last meeting. On a motion by Mary Shustov seconded by Paul Sentena, the checks were approved.

Laura provided the State Auditor’s Report and Exit Items from the 2019 and 2020 audit. It was a clean audit report.

Laura reported that since the last meeting Ted Stonebridge had retrieved EKCRWA files from ex-executive director Bob Pancoast’s house. The records were brought to NE Sammamish Sewer and Water District where Laura reviewed the files. She created an archive list of the items in each box. From review of the records she was able to determine the project equity percentage in the Snoqualmie Aquifer project as well as the non-project equity of current members. These reports were distributed to the members.

It was noted that some of the members did not have interlocal agreements on file with the EKCRWA which is a requirement of membership. It was the members’ consensus that this could be cured by members signing the most current interlocal form. Laura will send out to members who need to provide an interlocal.

It was noted that there are a large amount of boxes being stored at NE Sammamish’s office which need to be relocated.
PRESIDENT’S REPORT – TERRY OLSON

Terry described Seattle’s request for participation by the EKCRWA at a 50-50 level with the City of Seattle on continuing work towards a water right for the Snoqualmie aquifer. The initial participation level request for the EKCRWA was $80,000.

Laura noted that the balance of EKCRWA’s funds was currently $80,034.57 and future participation would not be possible without increased contributions from members. Laura noted that NE Sammamish was not interested in participating in the costs to potentially obtain a water right.

Nicole noted that actually obtaining a water right under current DOE policies, mitigation requirements and senior instream flow rights would be very difficult.

Nicole stated that only North Bend, Sallal and the City of Bellevue had expressed any interest in participating with Seattle at some level and only North Bend is a voting member of the EKCRWA. There was discussion about whether it was possible to assign the EKCRWA’s portion of the water right application to North Bend. Dick Jonson said it was possible to assign water right applications but it would need to be evaluated. The group was amenable to transferring the rights but felt North Bend should have their attorney evaluate the possibility with EKCRWA’s attorney reviewing the evaluation.

Nicole noted that due to work obligations, she is unable to perform the duties of the Executive Director. Laura noted that it had been approximately two and a half years since we last met and she spent considerable time on reviewing EKCRWA records to determine equity percentages. Even with not meeting, the EKCRWA must carry liability and directors and officers insurance, have audits and reconcile monthly bank statements. Laura stated if the EKCRWA was to continue we would need to hire someone to take on both the executive director responsibilities and the financial responsibilities.

There was discussion about different ways members could continue to meet if the EKCRWA on an informal basis. Nicole suggested that members could join the WUCC and possibly a subcommittee could be formed that all the EKCRWA members could attend.

It was the groups consensus that we would work toward dissolving the association pending members obtaining approval from their boards/councils and providing a step by step process for the members to have a clear understanding of the process. The initial list of considerations is as follows:

1. Membership Status
2. Records Disposition/State Archives
4. Coordinated Water Supply Considerations and Interaction with Agencies
5. Final Audit
6. Distribution Percentage
7. Legal Services Budget – It was the group’s consensus to use existing funds to support legal efforts for Dick Jonson
8. Monitoring Well Transfers – Look on Ecology Well Record
9. Look into WUCC membership Opportunities

OLD BUSINESS
None

NEW BUSINESS
None.

The meeting adjourned at approximately 4:20.
Attachment 9
MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT is made this 29th day of October 1992, by and between the East King County Regional Water Association ("RWA") and the City of Seattle by and through its Water Department ("City"), a municipal corporation of the State of Washington.

WHEREAS, the 1989 East King County Coordinated Water System Plan (CWSP) evaluated surface and groundwater sources for potential future regional water supply; and

WHEREAS, the CWSP evaluation resulted in a ranking of preferred sources and recommendations for a regional water supply plan; and

WHEREAS, the City of North Bend has since identified a groundwater source that may have potential for regional water supply development, occurring generally in the Snoqualmie River Valley above Snoqualmie Falls in the vicinity of the City of North Bend; and

WHEREAS, it is the intent of the RWA to undertake further study of the above-mentioned aquifer and other potential aquifers in the Snoqualmie River Valley to develop the information necessary to compare these aquifers to the other sources evaluated in the CWSP; and

WHEREAS, it is the intent of the City to support this effort; and

WHEREAS, the 1989 CWSP evaluated the Issaquah Valley Aquifer and recommended high priority consideration be given to the aquifer in any regional water supply scenario; and

WHEREAS, further information on the Issaquah Valley Aquifer has become available since completion of the CWSP which may influence previous conclusions reached with respect to the aquifer; and

WHEREAS, it is the intent of both the RWA and the City that the evaluation of the Issaquah Valley Aquifer in the CWSP be updated by incorporating the new information.

NOW, THEREFORE, in consideration of the conditions and covenants contained herein, the parties hereto agree as follows:

1. The RWA agrees to select a qualified consultant, administer the consultant contract, and otherwise be responsible for the conduct of the study.

2. The City agrees to cooperate and provide assistance to the RWA whenever necessary in the conduct of the study, including providing
access to data required for completion of the study and being present at the oral presentation of the draft report made by the consultant.

3. The City shall be provided five copies of all preliminary and final reports prepared by the consultant for review and shall be notified and provided an opportunity to attend all briefings provided by the consultant. It is anticipated that the consultant's final report will be completed by December 1992.

4. The RWA shall expend all funds required for payment of consultant services related to this project. At the completion of the project, the RWA shall submit one copy of the final consultant invoice with a request for reimbursement to the City's Project Manager, John Curtin. Within forty-five days of receipt of these items, the City shall reimburse the RWA for one third of the RWA's consultant cost, not to exceed $20,000.

5. The City shall not be obligated to reimburse the RWA in excess of the $20,000 limit set forth above unless the RWA has submitted a revised scope of work for the project and such submittal is approved by the City in an addendum to this agreement.

6. In the event the RWA directs the consultant to provide services not included in the scope of work for this project at the time this agreement is executed, charges for additional tasks must be separately identified on the consultant invoice.

7. The RWA assumes all risk in proceeding with the consultant contract prior to execution of this agreement.

8. The parties signing this document warrant they have the authority to sign same.

EAST KING COUNTY REGIONAL WATER ASSOC.  SEATTLE WATER DEPARTMENT

Walter Canter                  Robert P. Groncznack
President                     Superintendent of Water
MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT is made this 27th day of April, 1995 by and between the East King County Regional Water Association ("RWA") and the City of Seattle by and through its Water Department ("City"), a municipal corporation of the State of Washington and is an addendum to the Memorandum of Agreement dated May 11, 1993.

WHEREAS, the 1989 East King County Coordinated Water System Plan (CWSP) evaluated the surface and groundwater sources for potential future regional water supply, and

WHEREAS, the CWSP evaluation resulted in a ranking of preferred sources and recommendations for a regional water supply plan, and

WHEREAS, the RWA and the City signed a Memorandum of Agreement on October 29, 1992 to study groundwater potential in the Snoqualmie Valley, and

WHEREAS, the results of that consultant study concluded that groundwater is available in the Snoqualmie River Valley, and that development of a regional water supply is technically and economically feasible, and

WHEREAS, the RWA and the City jointly conducted geophysical work in Phase I and drilled a test well in Phase II to verify the presence of a regional water source in the Snoqualmie Valley, and

WHEREAS, this amendment to the May 11, 1993 Memorandum of Understanding authorizes the continuation of Phase II to gauge the extent and capacity of the Snoqualmie Valley Aquifer and to collect information about hydraulic continuity with the Snoqualmie River.

NOW, THEREFORE, in consideration of the conditions and covenants contained herein, the parties hereto agree as follows:

1. The RWA agrees to continue the administration of the consultant contract and otherwise to be responsible for the conduct of the study.

2. The City agrees to cooperate and provide assistance to the RWA whenever necessary in the conduct of the study, including providing access to data required for completion of the study.

3. The City shall continue to be provided five copies of all reports produced by the consultant and shall be notified and provided an opportunity to attend all briefings provided by the consultant.
4. The total cost of the continuation of Phase II shall not exceed $346,000, including the contingency. The RWA and the City agree to share the project costs equally, each paying no more than $173,000.00. The City has a credit from its previous financial contribution of $183,333.00 which will be applied to this portion of the project. While it is understood that the RWA will be the project administrator and pay all the bills, the RWA cannot advance funds to pay the total cost of the project. For this reason, the RWA will bill the City for two equal amounts of $86,500. The City agrees to pay the bills within 30 days of receipt.

5. The City shall not be obligated to reimburse the RWA in excess of the $173,000 limit set forth above unless the RWA has submitted a revised scope of work for the project and such submittal is approved by the city in an addendum to this agreement.

6. In the event the RWA directs the consultant to provide services not included in the scope of work for the continuation of Phase II at the time this agreement is executed, charges for additional tasks must be separately identified on the consultant invoice.

7. The RWA assumes all risk in proceeding with the consultant contract prior to the execution of this agreement.

8. The parties signing this addendum to the May 11, 1993 Memorandum of Agreement warrant they have the authority to sign same.

EAST KING COUNTY
REGIONAL WATER ASSOCIATION

SEATTLE WATER DEPARTMENT

Walt Canter
President

Diana Gale
Superintendent
MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT is made this ___ day of ____, 1997 by and between the East King County Regional Water Association ("RWA") and the City of Seattle by and through its Seattle Public Utilities ("City"), a municipal corporation of the State of Washington and is an addendum to the Memorandum of Agreement dated May 11, 1993.

WHEREAS, the 1989 East King County Coordinated Water System Plan (CWSP) evaluated the surface and groundwater sources for future regional water supply to meet the water demand forecasts, and

WHEREAS, a 1996 Update of the CWSP resulted in a revised ranking of preferred sources to meet the increased water demand forecasts which includes the Snoqualmie Aquifer, and

WHEREAS, the RWA and the City signed a Memorandum of Agreement on October 29, 1992 to study groundwater potential in the Snoqualmie Valley, and

WHEREAS, the results of that consultant study concluded that groundwater is available in the Snoqualmie River Valley, and that the development of a regional water supply is technically and economically feasible, and

WHEREAS, the RWA and the City jointly conducted geophysical work and drilled three test wells to verify the presence of a regional water source with the potential of supplying 40 to 45 million gallons a day, and

WHEREAS, this amendment to the May 11, 1993 Memorandum of Agreement authorizes the extension of the partnership to continue with basin monitoring which began in 1993, review the results of the "Conditions and Issues" Report prepared for the Snohomish River Basin Work Group, and initiate the process of finalizing the preliminary permit with the Department of Ecology for the Snoqualmie Aquifer water right.

NOW, THEREFORE, in consideration of the conditions and covenants contained herein, the parties agree as follows:

1. The RWA agrees to continue the administration of the consultant contract and otherwise be responsible for the conduct of the study.

2. The City agrees to cooperate and provide assistance to the RWA whenever necessary in the conduct of the study, including providing access to data required for completion of the study.
3. The City shall continue to be provided five copies of all reports produced by the consultant and shall be notified and provided an opportunity to attend all briefings provided by the consultant.

4. The total cost of the work performed in 1997 will not exceed $80,000. The RWA and the City agree to share the project costs equally, each paying no more than $40,000. The City has a $10,000 credit remaining from its 1995 financial contribution. While it is understood that the RWA will be the project administrator and pay all of the bills, the RWA cannot advance funds to pay for the total cost of the work performed this year. For this reason, the RWA will bill the City for its contribution upon the signing of this Memorandum of Agreement. The City agrees to pay the bill within 30 days of receipt.

5. The City shall not be obligated to reimburse the RWA in excess of the $30,000 set forth in this agreement unless the RWA has submitted a revised scope of work for the project and such submittal is approved by the City in an addendum to this agreement.

6. In the event the RWA directs the consultant to provide services not included in the 1997 Scope of Work, charges for additional tasks must be separately identified on the consultant invoice.

7. The RWA assumes all risk in proceeding with the consultant contract prior to the execution of this agreement.

8. The parties signing this addendum to the May 11, 1993 Memorandum of Agreement warrant they have the authority to sign it.

EAST KING COUNTY REGIONAL WATER ASSOCIATION

Walt Canter, President

SEATTLE PUBLIC UTILITIES

Diana Gale, Director
Attachment 10
05 May 1993

Walt Canter, President
East King County Regional Water Association
Bellevue Office Park
1309-114th Avenue S.E., suite 300
Bellevue, WA.  98004

RE: Memorandum of Agreement between the East King County Regional Water Association (RWA) and the Seattle Water Department(SWD)
Snoqualmie Valley Aquifer

Dear Mr. Canter:

Attached herewith is one (1) signed copy of the agreement between the RWA and the SWD to jointly conduct geophysical work to confirm the presence of a regional water source in the Snoqualmie Valley. We have also included one (1) signed copy of the agreement.

We look forward to working with you during this next phase to further explore this aquifer.

Sincerely,

ROBERT P. GRONZCNACK
Superintendent
MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT is made this __ day of May 1993, by and between the East King County Regional Water Association ("RWA") and the City of Seattle by and through its Water Department ("City"), a municipal corporation of the State of Washington.

WHEREAS, the 1989 East King County Coordinated Water System Plan (CWSP) evaluated surface and groundwater sources for potential future regional water supply; and

WHEREAS, the CWSP evaluation resulted in a ranking of preferred sources and recommendations for a regional water supply plan; and

WHEREAS, the City of North Bend has since identified a groundwater source that may have potential for regional water supply development, occurring generally in the Snoqualmie River Valley above Snoqualmie Falls in the vicinity of the City of North Bend; and

WHEREAS, the RWA and the City signed a Memorandum of Agreement on October 29, 1992 to study groundwater potential in that vicinity and the Issaquah Valley Aquifer; and

WHEREAS, the results of that consultant study concluded that groundwater is available in the Snoqualmie River Valley, and that development of a regional water supply is technically and economically feasible; and

WHEREAS, the RWA and the City have agreed to jointly conduct the geophysical work to verify the presence of a regional water source in the Snoqualmie Valley.

NOW, THEREFORE, in consideration of the conditions and covenants contained herein, the parties hereto agree as follows:

1. The RWA agrees to select a qualified consultant, administer the consultant contract, and otherwise be responsible for the conduct of the study.

2. The City agrees to cooperate and provide assistance to the RWA whenever necessary in the conduct of the study, including providing access to data required for completion of the study and being present if there is an oral presentation of the results of the geophysical results made by the consultants.
Page Two

3. The RWA will apply for water rights with the city in Areas 2 and 3 as defined by the CH2M Hill Engineering Report dated February, 1993.

4. Any water allocations in Areas 2 and 3 will be made at some future date and will include the City.

5. The City shall be provided five copies of all preliminary and final reports prepared by the consultant for review and shall be notified and provided an opportunity to attend all briefings provided by the consultant. It is anticipated that the consultant’s final report will be completed by December of 1993.

6. The total cost of the project shall not exceed $275,000.00, which includes a 10% contingency. The RWA agrees to pay no more than $91,667.00, and the City agrees to pay no more than $183,333.00. While it is understood that the RWA will be the project administrator and pay all the bills, the RWA cannot advance funds to pay the total cost of the project. For this reason, the RWA will bill the City for two equal amounts of $91,666.50. The City agrees to pay the bills within 30 days of receipt.

7. The City shall not be obligated to reimburse the RWA in excess of the $183,333.00 limit set forth above unless the RWA has submitted a revised scope of work for the project and such submittal is approved by the City in an addendum to this agreement.

8. In the event the RWA directs the consultant to provide services not included in the scope of work for this project at the time this agreement is executed, charges for additional tasks must be separately identified on the consultant invoice.

9. The RWA assumes all risk in proceeding with the consultant contract prior to execution of this agreement.

10. The parties signing this document warrant they have the authority to sign same.

EAST KING COUNTY
REGIONAL WATER ASSOCIATION

Walter Canter
President

SEATTLE WATER DEPARTMENT

Robert P. Groncznack
Superintendent of Water
Attachment 11
March 29, 1999

Paul Reiter  
Seattle Public Utilities  
710 Second Avenue, 10th Floor  
Seattle, WA 98104

SUBJECT: Memorandum of Agreement for Work on Snoqualmie Aquifer

Dear Paul,

As our discussion indicated last week, I am sending two originals to extend our Memorandum of Agreement (MOA) to continue the partnership on the Snoqualmie Aquifer.

The East King County Regional Water Association Board of Directors approved the change in the scope of work, deleting the scoping for an EIS. The work plan is listed in the MOA. It is the same as presented in my March 12, 1999 letter to George Schneider. I copied you in on that letter. The Board will start the scoping process in 2000.

The language in the MOA is the standard used for our previous agreements. It has just been updated to reflect the current situation and tasks. Please have Diane Gale sign both the originals and return one to me. I have also included the invoice.

If you have any questions, please call me. Thank you for your help.

Sincerely,

Holly Kean  
Executive Director
MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT is made this _25_ day of MARCH, 1999 by and between the East King County Regional Water Association ("RWA") and the City of Seattle by and through its Seattle Public Utilities ("City"), a municipal corporation of the State of Washington and is an addendum to the Memorandum of Agreement dated May 11, 1993.

WHEREAS, the 1989 East King County Coordinated Water System Plan (CWSP) evaluated the surface and groundwater sources for future regional water supply to meet the water demand forecasts, and

WHEREAS, a 1996 Update of the CWSP resulted in a revised ranking of preferred sources to meet the increase water demand forecasts which includes the Snoqualmie Aquifer, and

WHEREAS, the RWA and the City signed a Memorandum of Agreement on October 29, 1992 to study groundwater potential in the Snoqualmie Valley, and

WHEREAS, the results of the consultant study concluded that groundwater is available in the Snoqualmie River Valley, and that the development of a regional water supply is technically and economically feasible, and

WHEREAS, the RWA and the City jointly conducted geophysical work and drilled three test wells to verify the presence of a regional water source, and

WHEREAS, this amendment to the May 11, 1993 Memorandum of Agreement authorizes the extension of the partnership to continue with basin monitoring, respond to the draft EIS for the Cross-Cascade Petroleum Pipeline, update the existing groundwater model, assess project benefits to streamflow, drill a well in the vicinity of North Bend to assess the extent of a confining layer in the aquifer if this area, and include a contingency for the welling drilling.

NOW, THEREFORE, in consideration of the conditions and covenants contained herein, the parties agree as follows:

1. The RWA agrees to continue the administration of the consultant contract and otherwise be responsible for the conduct of the study.

2. The City agrees to cooperate and provide assistance to the RWA whenever necessary in the conduct of the study, including providing access to data required for the completion of the study.
3. The City shall continue to be provided five copies of all reports produced by the consultant and shall be notified and provided an opportunity to attend all briefings by the consultant.

4. The total cost of the work performed in 1999 will not exceed $178,500. The RWA and the City agree to share the project costs equally, each paying no more than $89,250. While it is understood that the RWA will be the project administrator and pay all of the bills, the RWA cannot advance funds to pay for the total cost of the work performed this year. For this reason, the RWA will bill the City for its contribution upon the signing of this Memorandum of Agreement. The City agrees to pay the bill within 30 days of receipt.

5. The City shall not be obligated to reimburse the RWA in excess of the $89,250 set forth in this agreement unless the RWA has submitted a revised Scope of Work for the project and such submittal is approved by the City in an addendum to this agreement.

6. In the event the RWA directs the consultant to provide services not included in the 1999 Scope of Work, charges for additional tasks must be separately identified on the consultant invoice.

7. The RWA assumes all risk in proceeding with the consultant contract prior to the execution of this agreement.

8. The parties signing this addendum to the May 11, 1993 Memorandum of Agreement warrant they have the authority to sign it.

EAST KING COUNTY REGIONAL WATER ASSOCIATION

Walt Canter, President

SEATTLE PUBLIC UTILITIES

Diana Gale, Director
Attachment 12
October 8, 2019

East King County Regional Water Association  
c/o Nicole Denovio  
NE Sammamish Water and Sewer District  
3600 Sahalee Way NE  
Sammamish, Washington 98074  

RE: Statement of Intent Letter  
Water Right Application No. G1-27384 and S1-27877

Dear Nicole Denovio:

The Washington State Department of Ecology (Ecology) submits this Statement of Intent Letter to you regarding the status of Water Right Applications No. G1 27384 and S1 27877. To view the original applications, please visit Ecology’s Water Resources Explorer website and search using your application numbers. You may also call or email Ecology for a copy of your application. Please see Ecology’s contact information at the bottom of this letter.

Ecology is reviewing pending water right applications for processing in your area. **Please complete and return the enclosed Statement of Intent Form following your review of this letter. Failure to return a completed Statement of Intent Form WITHIN 30 DAYS of your receipt will result in automatic REJECTION of your applications.**

Your project, as proposed in Applications G1-27384 and S1-27877, appear to be within an area where surface waters are subject to instream flow regulations per WAC 173-507-020, adopted in September of 1979. Areas covered by these regulations are shown as blue on the enclosed map. If your water right applications describe a well location or stream diversion within the blue area of the map, Ecology will require you to demonstrate that your proposed water use will not harm minimum instream flows.

As flows in this area often fall below the minimum during the summer, year-round, uninterruptible surface water permits cannot be approved. Interruptible surface water rights may be approvable, but Ecology will require that a qualified consultant prepare and submit both a mitigation plan and a compliance plan to demonstrate that minimum flows are not impacted. The submission of both a mitigation plan and a compliance plan does not guarantee approval of a water right.
Approval of a groundwater permit is very unlikely in this area without the submission of a comprehensive mitigation plan to completely offset any impacts to minimum flows caused by your proposed use of water. This requirement is due to the natural and complex interrelationship between surface water and groundwater. The mitigation plan for a groundwater withdrawal must be prepared by a licensed hydrogeological consultant. The submission of a mitigation plan for a groundwater withdrawal does not guarantee approval of a groundwater permit.

The enclosed Statement of Intent Form identifies and describes several options for proceeding with your applications. **Please select from those options and return the Statement of Intent Form in the enclosed, self-addressed envelope. Failure to return a completed Form within 30 days of your receipt will result in automatic rejection of your applications.** For more information regarding your application, the regulatory environment in your area, or the options available to you, please call or email the Ecology representative working in your area, using the contact information provided below.

Ecology understands that your projects and water needs may have evolved in the years since you submitted your applications. Ecology also recognizes the possibility that your current or planned water use may fall under the groundwater permit exemption. If you would like more information regarding the use of small quantities of groundwater without a permit, please visit our website at ecology.wa.gov and search for “groundwater permit exemption.”

For more information regarding the contents of this Statement of Intent Letter, please contact Chelsea Jefferson at 425-649-7202 or chelsea.jefferson@ecy.wa.gov.

Sincerely,

Chelsea Jefferson, LHG
Senior Permit Writer
Department of Ecology

By Certified Mail: 9171 9690 0935 0221 0547 97

Enclosures: Statement of Intent Form
Self-Addressed Stamped Envelope
Map – Snohomish River Basin
STATEMENT OF INTENT FORM

To determine continued interest in pursuing a decision on an existing application

Please complete and return this Statement of Intent Form following your review of the accompanying Statement of Intent Letter regarding the status of your Water Right Application. Failure to return this completed Statement of Intent Form WITHIN 30 DAYS of your receipt will result in automatic REJECTION of your application.

1. Application Number:

   G1-27384 and S1-27877

2. Applicant Information: If more than one person signed the original application, please attach a separate sheet of paper to provide all other applicants’ contact information.

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<tr>
<th>APPLICANT/BUSINESS NAME</th>
<th>PHONE NO.</th>
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<td>Mailing Address</td>
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   CITY | STATE | ZIP CODE

   E-MAIL ADDRESS

3. Intent: Please check the Appropriate Box.

   ☐ NO LONGER INTERESTED IN APPLICATION
   I am no longer interested in pursuing a water right permit. I understand that my application will be rejected and the file will be closed.

   ☐ PROCESS APPLICATION
   I wish to have my pending water right application processed at this time without providing a mitigation plan. I understand that proceeding without a mitigation plan will likely result in denial of my application.

   ☐ SUBMIT MITIGATION PLAN
   I wish to pursue mitigation (offset) as well as a compliance plan for my project to ensure that my proposed use will not harm minimum instream flows as described in WAC 173-507-020. I understand this will require hiring a qualified consultant to evaluate the potential impact of my project and that submission of a mitigation plan in no way guarantees approval of a water right.
4. **Signatures:** Attach additional signatures, if applicable.

   *I certify that I am the holder or authorized representative of the above water right application.*

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<th>PRINT NAME (Applicant or authorized representative)</th>
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**All forms should be returned** **WITHIN 30 DAYS** **of your receipt to:**

Water Resources Program  
c/o Chelsea Jefferson, LHG  
3190 160th Ave SE  
Bellevue, WA 98008-5452
Attachment 13
SENT VIA EMAIL

June 10, 2020

Seattle Public Utilities, City of Seattle  East King County Regional Water Association
c/o Paul Faulds  c/o Nicole DeNovio
700 5th Avenue  700 5th Avenue
PO Box 34018  PO Box 34018
Seattle, WA  98124-3000  Seattle, WA  98124-3000
Paul.faulds@seattle.gov  Nicole_denovio@golder.com

RE: Second Extension to Submit the Statement of Intent Form
Water Right Application Nos. G1-27384 and S1-27877

Dear Paul Faulds and Nicole DeNovio:

On January 15, 2020, the Washington State Department of Ecology (Ecology) sent a letter to both the East King County Regional Water Authority (EKCRWA) and Seattle Public Utilities (SPU) approving an extension to submit the Statement of Intent Form for pending Water Right Application Nos. G1-27384 and S1-27877 until June 30, 2020. Due to considerations related to COVID-19, Ecology is extending the deadline through the originally requested date of November 30, 2020.

If you have any questions about this extension or the requested Statement of Intent Form, please contact Chelsea Jefferson at (425) 495-2603 or at chelsea.jefferson@ecy.wa.gov.

Sincerely,

Chelsea Jefferson, LHG
Hydrogeologist
Water Resource Program
Attachment 14
MEMORANDUM OF AGREEMENT NO. 20-140-A
BETWEEN
THE CITY OF SEATTLE
AND
EAST KING COUNTY REGIONAL WATER ASSOCIATION
FOR
CONTINUED PURSUIT OF A WATER SUPPLY UNDER THE WATER RIGHT APPLICATIONS

This Memorandum of Agreement (Agreement) is made by and between the City of Seattle, a municipal corporation of the State of Washington, by and through its Seattle Public Utilities (City), and the East King County Regional Water Association (RWA), a Washington non-profit corporation (individually, a Party, collectively, the Parties).

RECITALS

WHEREAS, the City is a regional supplier of municipal water supply in King County operating a Seattle Retail Distribution System and a Seattle Regional Water System under a Department of Health approved Water System Plan.

WHEREAS, RWA was established by and governed in accordance with an Interlocal Agreement executed by certain municipal water purveyors in King County, which primary purpose is to facilitate efficient water resource development and utilization through interlocal cooperation.

WHEREAS, the current members of RWA are King County Water District #119, Lake Meridian Water District, City of North Bend, Northeast Sammamish Sewer and Water District, City of Snoqualmie, and Sammamish Plateau, with associate members Ames Lake Water Association, Sallal Water Association, and Union Hill Water Association.

WHEREAS, the City and RWA first entered into a Memorandum of Agreement in October 1992 to fund a study for the purpose of evaluating the potential for ground water supply in the Snoqualmie Valley above Snoqualmie Falls, and the Parties entered into further agreements and addendums in May 1993, June 1997, and March 1999 for the purpose of conducting further studies (Memorandums of Agreement).

WHEREAS, in January 1994, the City and RWA jointly filed with the Department of Ecology (Ecology) water right application No. G1-27384 to withdraw and develop 60 million gallons per day (mgd) and 67,200 acre feet per year (afy) of ground water from the Upper Snoqualmie River Basin for municipal water supply for the City and RWA members (Snoqualmie Aquifer Project).

WHEREAS, in January 1998, the City and RWA jointly filed with Ecology water right application No. S1-22877 for a surface water diversion from the Snoqualmie River below Carnation for 100 cubic feet per second (cfs) and 72,000 afy for the purpose of developing a conjunctive use proposal for the Snoqualmie Aquifer Project.
WHEREAS, in March 1998, Golder and Associates and HDR Engineering submitted to Ecology and RWA a Project Description and Work Plan for the Snoqualmie Aquifer Project.

WHEREAS, to date, the City and RWA have shared the costs of funding agreed studies in support of the Snoqualmie Aquifer Project and the associated water right applications. As of June 1998, the City and RWA have jointly funded approximately $721,000 in support of the Snoqualmie Aquifer Project, with the City contributing 56% of such costs and RWA contributing 44% of such costs, exclusive of the City’s additional internal expenses.

WHEREAS, Ecology is processing water right applications in the Snoqualmie watershed and sent the City and RWA each a Statement of Intent form requesting information on their respective intentions to pursue processing of applications No. G1-27384 and No. S1-22877 (collectively, the Water Right Applications).

WHEREAS, the Snoqualmie Aquifer Project, and the associated Water Right Applications, is part of the portfolio of water right and municipal supply alternatives that the Parties are considering and pursuing to ensure long-term municipal supply needs for the regional supply of water.

WHEREAS, the City and RWA have worked together in jointly pursuing the Water Right Applications in support of their respective municipal supply needs and desire to continue that collaborative effort.

WHEREAS, the City and RWA desire to continue the pursuit of a water supply under the Water Right Applications under terms of this Agreement.

AGREEMENT

Based on the above Recitals, which are incorporated as terms in the Agreement, the City and RWA agree to the following terms and conditions.

1. Superseding Agreement. This Agreement supersedes in whole all preceding Memorandums of Agreement and any addendums or amendments thereto.

2. Statement of Intent. The City and RWA each confirm their intent to maintain and continue to pursue the Water Right Applications. The Parties have individually executed and delivered to Ecology, or, within five (5) days of execution of this Agreement, shall execute and deliver to Ecology, the Statement of Intent forms informing Ecology that they each respectively wish to maintain the Water Right Applications.

3. Joint Consultant; Scope of Work. The City and RWA agree to cooperate in selecting, retaining, and funding a joint consultant to develop and complete an initial
scope of work to identify current data gaps and necessary additional analysis, which may include consideration of instream flow requirements, modeling uncertainties, streamflow augmentation issues, and pilot tests, or recommendations for the same, and further studies and information necessary for development of the Snoqualmie Aquifer Project (the Phase 1 Work), and as necessary for Ecology to process the Water Right Applications. The Parties agree to the following timelines and benchmarks associated with this the Phase 1 Work:

a. By on or before September 30, 2021, the Parties will develop and agree on an initial proposed scope of work (SOW) for the Phase 1 Work, including scope, deliverables, budget, and timelines. As necessary, the Parties will cooperate in developing and issuing a Request for Proposals (RFP) for the agreed SOW.

b. By on or before December 31, 2021, the Parties agree to meet and confer on the selection of the joint consultant, authorize the work to commence, and enter into necessary contracts for the agreed SOW to proceed. The Parties shall each be responsible for one-half (½) the costs of the joint consultant for completing the agreed initial SOW.

c. It is the Parties’ intention that the initial SOW and final work product from the joint consultant shall be completed by on or before December 31, 2022. The final work product shall be provided to and be jointly owned by the City and RWA.

d. Within sixty (60) days of receipt of the final work product, the Parties shall meet and confer regarding the data gaps identified and consider and discuss any resulting recommendations for additional studies and analysis needed to assess the feasibility of the Snoqualmie Aquifer Project. Any agreement to pursue and fund additional studies or analysis shall be memorialized in a written amendment to this Agreement.

e. Notwithstanding the above, the Parties reserve the right, in their sole and exclusive discretion, to approve all contracts and the terms and conditions thereof.

4. Commitment of Funds. To show the City and RWA’s commitment to this Agreement, by January 30, 2021, and in support of the above effort, each shall commit and have immediately available a minimum of eighty thousand dollars ($80,000) for the initial approved joint consultant and SOW. This amount is not an estimate of project costs, but a commitment of funds to work cooperatively in the initiation and completion of the initial SOW.

5. Future Cost-Sharing. It is the intent of the Parties that the City and RWA shall continue to share equally (50-50) and each be responsible for one-half (½) the costs for completing all necessary studies and analysis in support of obtaining Ecology’s
approval of the Water Right Applications. However, nothing in this Agreement shall obligate either Party to fund or commit to such further studies or analysis other than as provided above.

6. Ownership Interest in Water Right Applications and Permits. The City and RWA agree and confirm that the City and RWA each own a one-half (½) equal and undivided interest in the Water Right Applications. This ownership agreement and division shall be binding irrespective of the status of the City and RWA as joint applicants and shall supersede any differing allocation by Ecology of any resulting water right permit among the Parties.

7. Appeal Obligations. If, at any time, Ecology denies or makes any other appealable decision concerning the Water Right Applications, the Parties may, in their discretion, either jointly or separately, appeal the decisions. Unless otherwise agreed in writing, each Party shall be responsible for its own costs and expenses associated with such appeal. If Ecology issues any decision concerning the Water Right Applications, the Parties shall promptly meet and confer as to whether to pursue an appeal, either jointly or separately.

8. No Adverse Impact on Contracts. This Agreement and any water right(s) permitted for the Snoqualmie Aquifer Project shall not affect the City’s wholesale contracts including current and future wholesale contracts with RWA members. The City shall have full discretion to purvey its portion of any water authorized under any resulting water permit(s) issued under the Water Right Applications within its Retail Distribution and Regional Water Supply Systems.

9. RWA Interlocal and Membership. RWA shall maintain an Interlocal Agreement with its current membership. RWA shall promptly, and no later than thirty (30) days after adoption, advise the City of any amendments to its Interlocal Agreement, and provide the City copies of any such amendments, however named or styled. RWA shall promptly advise the City of any changes in membership of RWA. RWA represents and warrants that it has authority to enter into this Agreement on behalf of itself and it is binding on RWA and its members.

10. Right of First Refusal. If at any time, one of the Parties desires to sell, assign, or transfer all or any part of its interest in the Water Right Applications, the other Party shall have the right to purchase such interest under the following terms and conditions. Upon receipt of a bona fide written offer from a third party to acquire, all or any part of a Party’s interest in the Water Right Applications, the Party receiving the offer (referred to herein as the “Offering Party”) shall provide prompt written notice to the other Party (referred to herein as the “Receiving Party”) of the offer. Such notice shall set forth the complete terms of the written offer of purchase and the name and address of the proposed third-party purchaser. The Receiving Party shall have the right to acquire such interest on substantially the same terms and conditions. The Receiving Party shall have no less than sixty (60) days to review the offer and provide notice of intent to exercise the rights of first refusal provided by this Section, and any such sale
and transfer shall be completed within sixty (60) days after the Offering Party has received notice that the Receiving Party has elected to exercise its right of first refusal.

11. **Early Termination; Withdrawal.** Either Party may withdraw from this Agreement, in its sole discretion, upon no less than three (3) months advance written notice to the other Party. If a Party withdraws under this Section, it must first provide timely notice to the other Party in writing, and prior to the effective termination date, have made all payments due and owing for work authorized under the SOW.

12. **Term; Termination.** The Agreement will terminate upon Ecology’s final decision on the Water Right Applications, which shall include final resolution of any appeals, unless otherwise terminated earlier under the terms of this Agreement or by written agreement of the Parties.

13. **Dispute Resolution; Remedies.** Any dispute arising under this Agreement shall be resolved pursuant to this Section 13.

   a. Before any Party may commence litigation regarding a dispute arising under this Agreement, the Party seeking resolution of the dispute shall refer the dispute to nonbinding mediation before JAMS of Seattle, Washington. Mediation shall occur within sixty (60) days of the service of a notice of intent and request for mediation by either Party. Each Party shall pay one-half (½) of all costs charged by the mediation service, and each Party shall bear its own costs and fees incurred in conjunction with the mediation. Mediation shall be conducted in King County.

   b. In the event of any proceeding to interpret or enforce this Agreement or relating to any dispute or disagreement relating to or arising out of this Agreement, the substantially prevailing Party shall be entitled to its reasonable attorneys’ fees, costs, and expenses.

   c. The Parties shall be entitled to specific performance of this Agreement as their sole and exclusive remedy, exclusive of attorneys’ fees and costs if allowable, in the event of any default hereunder. Neither Party shall be entitled to consequential, incidental, or other damages in the event of any breach or default.

14. **Relationship of Parties.** Nothing in this Agreement shall be deemed to create a partnership or joint venture and/or principal and agent relationship between the Parties. Neither Party or its authorized representative shall have authority to act as a general agent for the other Party nor to bid for or undertake any contracts enforceable against the other Party.

15. **No Assignment.** Neither Party may assign its interest or rights under this Agreement without the prior written consent of the other Party. Further, neither Party may assign its interest or rights under the Water Right Applications without the prior written consent of the other Party, and expressly subject to the right of first refusal.
16. **Binding Agreement.** This Agreement is and shall be deemed contractual in nature, and subject to the limitations set forth in Section 15, shall be binding on the Parties and their respective successors and assigns.

17. **Survival of Terms.** For the avoidance of doubt, the covenants and agreements set forth in Sections 6, 8, 10, 13, and 15 shall survive termination of this Agreement.

18. **Counterparts.** This Agreement may be executed in any number of identical counterparts, notwithstanding that all Parties have not signed the same counterpart, with the same effect as if all Parties had signed the same document. All counterparts shall be construed as and shall constitute one and the same document.

19. **Entire Agreement.** This Agreement contains the entire agreement between the Parties, and no agreement shall be effective to change, modify, or terminate the Agreement, in whole or in part, unless such is in writing and duly signed by the Party against whom enforcement of such change, modification, or termination is sought.

20. **Mutual Indemnification.** Each party (the "Indemnitor") will defend, indemnify, and hold the other party (the "Indemnitee") harmless for and against any Liability arising out of or resulting from: (i) the negligence or willful misconduct of the Indemnitor, its employees, and agents; and/or (ii) any breach of this Agreement by the Indemnitor, including any breach, falsity, violation, or inaccuracy of or in any representation, warranty, obligation, or covenant made by the Indemnitor hereunder.

Each party mutually waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the other party and its officials, agents or employees.

21. **Insurance.** No insurance certification is required. However, Provider agrees that it will maintain premises and vehicle liability insurance in force with coverages and limits of liability that would generally be maintained by similarly situated Agencies and workers compensation insurance as may be required by Washington State statutes.

22. **Compliance with Law.** The parties to this Agreement shall comply with all Federal, State, and local laws and ordinances.

23. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The jurisdiction and venue of any action brought hereunder shall be in the Superior Court of King County.

24. **Audit.** During the progress of the Project and for a period of no less than three years from the Completion Date, each party will keep and make available for each
other’s inspection and audit all records pertaining to the Project, including accounting records. The parties shall furnish to each other copies of these records upon request and shall maintain the records in accordance with work order accounting procedures prescribed by the Division of Municipal Corporations of the State Auditor’s Office.

25. Authority. The City represents and warrants that the person signing this Agreement has been duly and properly authorized and directed to sign this Agreement on behalf of City. RWA represents and warrants that the person signing this Agreement has been duly and properly authorized and directed to sign this Agreement on behalf of RWA, and such agreement is and shall be binding on all its current and future members.

EAST KING COUNTY REGIONAL WATER ASSOCIATION

By

Signature

Type or Print Name

Title

Date

THE CITY OF SEATTLE
SEATTLE PUBLIC UTILITIES

By

Signature

Type or Print Name

Title

Date
Reports