Regular Meeting of the Board of Commissioners  
Monday, July 17, 2023  
3:30 PM

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/84183108367

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 +1 669 444 9171 or +1 669 900 6833 or +1 719 359 4580 or +1 346 248 7799 or +1 386 347 5053 or +1 507 473 4847 or +1 564 217 2000 or +1 646 931 3860 or +1 689 278 1000 or +1 929 205 6099 or +1 301 715 8592 or +1 305 224 1968 or +1 310 205 3325 or +1 312 626 6799 or +1 360 209 5623  
Webinar ID: 841 8310 8367  
International numbers available: https://us02web.zoom.us/u/kdi7Fn7IvR

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.

03:30 PM  1 CALL TO ORDER
03:31 PM  1 APPROVAL OF AGENDA
03:32 PM  3 PUBLIC COMMENTS

03:35 PM  5 CONSENT AGENDA
    A Approval of Minutes of Regular Meeting June 12, 2023
    B Approval of Commissioner Assignments Revision for Commissioner Otal for  
       Association of Metropolitan Water Agencies (AMWA)
    C Approval of Request for Refund of Sewer Connection Fees - Parcel 3575300995

03:40 PM  5 A Zachary Foulger - Recognition for 5 Years of Service
03:45 PM  15 B Consideration of Water and Sewer Latecomers Reimbursement Agreements for  
       Lancaster 223rd Project
04:00 PM  45 C Louis Thompson Sewer ULID Petition and Project Report
04:45 PM  15 D Consideration of Civil Rights Policies to Comply with Federal Requirements to  
       Access Funding

05:00 PM  30 EXECUTIVE SESSION
       Potential Litigation - RCW 42.30.110(1)(i)

05:30 PM  30 PUBLIC HEARING
       Water & Sewer General Facility Charges & Local Facility Charges

06:00 PM  5 REPORTS
06:05 PM  5     Attorney
06:10 PM  10     General Manager
06:20 PM  10     Commissioner

ADJOURN

Next Regular Meeting - Monday, August 7, 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](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, Tom Harman, and Nav Otal was present. Also present were District staff Jay Krauss, Chip Corder, Jay Regenstreif, Shelley Jurgensen, Uma Singh, Gary Chittim, Jim Konigsfeld, Mike Lillejord, Mayura Pradhan, Kendra Krieg, Jackson Dove, and Marissa Huntley. Charlotte Archer, District legal counsel, was also present.

APPROVAL OF THE AGENDA

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

PUBLIC COMMENTS

Jeff Iris – 211 210th Ave NE, Sammamish, WA
- Expressed opposition to the Louis Thompson Area Sewer Utility Local Improvement District (ULID).

Mary Wictor – 408 208th Ave NE, Sammamish, WA
- Provided comment on sewer ULIDs in general and summarized the written public comments she submitted.

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

A. BILLING COLLECTION PROCEDURE & HOUSE BILL 1329 REVIEW

Jurgensen and Krieg provided a presentation on the District’s utility billing collection process and then Krauss provided information on House Bill 1329 that prevents utility shutoffs for non-payment during extreme heat. Krauss explain that clarification and guidance from the State is required to understand the revised RCW that goes into effect in July 23, 2023.

- **Motion:** Commissioner Otal made a motion to approve the proposed implementation of the Interactive Voice Recognition (IVR) collection process and eliminate all mail notification. Commissioner Shustov seconded the motion.

  The motion carried unanimously.

B. RATE STRUCTURE AND CONSTRUCTION COST INDEX (CCI) REVIEW

Krauss gave a presentation on rate setting initiatives, specifically the capital replacement reserve calculation using the National or Seattle CCI. Krauss advised that no direction is needed from the Board at this time.
C. CONNECTION CHARGE UPDATE – SCHEDULE PUBLIC HEARING
Regenstreif reviewed the proposed adjustment for the Water and Sewer General Facility Charges (GFCs) and Local Facility Charges (LFCs).

- **Motion:** Commissioner Hooshangi made a motion to schedule the Public Hearing for the consideration of revised Water and Sewer GFCs and LFCs for Monday, July 17, 2023 at 5:30 p.m. Commissioner Shustov seconded the motion.
  The motion carried unanimously.

D. UTILITY LOCAL IMPROVEMENT DISTRICT (ULID) PETITION METHOD INFORMATION FOR PROPOSED LOUIS THOMPSON SEWER PROJECT
Regenstreif gave a presentation to provide information on a ULID petition method approach for the proposed Louis Thompson Area Sewer Project (Project).

- **Motion:** Commissioner Otal made a motion for staff to proceed with outreach pertaining to the ULID petition method process for the Project with the current boundaries as proposed, and to set a deadline of July 7, 2023, to return petitions. Commissioner Harman seconded the motion.
  The motion carried by a vote of 4-1, with Commissioner Hooshangi voting no.

ATTORNEY/MANAGER/COMMISSIONER REPORTS

**Attorney**
- Advised that the Washington Association of Sewer and Water Districts (WASWD) is hosting a workshop on House Bill 1329 on June 16, 2023. Archer further advised that the Attorney General’s office is not attending, but will provide responses to written questions.
- Provided an update on the PFAS multidistrict litigation (MDL) and advised that additional information will be coming from special legal counsel, SL Environmental. Krauss shared that SL Environmental is scheduled to attend the District’s June 26, 2023 Board meeting.

**General Manager**
- Reported that the Department of Ecology’s (DOE) Capital Budget request for the District’s PFAS removal treatment plant project was approved and that District staff has begun communicating with DOE on the grant agreement to be able to access funds after the start of the Legislature’s fiscal year. Krauss reported that a grant agreement is expected late July 2023 or early August. Krauss then requested Commissioners to sign thank you cards for the key legislators who supported the budget request.
- 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. EPA is in the process of amending their Build America, Buy America Act (BABA) waiver requirements which would extend coverage to Community Grant projects/direct appropriations.
Commissioners
Commissioner Shustov
• Provided comment relating to the public comment received from Sara Parsons for the May 15, 2023 Board meeting regarding water fluoridation. Shustov requested review of the District’s policy related to fluoride. There was Board agreement to direct General Manager Krauss to review information and provide a report to Board at a future Board meeting.

Commissioner Otal
• Reported on her attendance at a recent WASWD Government Relations Committee meeting.

Commissioner Warren
• 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 6:14 p.m.

Mary Shustov, Secretary
Consent Agenda

Item B
INTRODUCTION:
At the July 3, 2023 Board meeting, Commissioner Otal requested a revision to her current Commissioner Assignments for the Association of Metropolitan Water Agencies (AMWA).

Staff has reviewed the budget and requirements for revising commissioner assignments to determine what action of the Board is required. The current 2023 budget for the Board’s memberships has enough funds remaining for the AMWA membership due. The Board action that is required is approving Commissioner Otal’s assignment request and authorizing the payment of the membership due for 2023.

POLICY:
Commissioner Assignments are revisited annually, but can be revised throughout the year as needed.

Memberships are revisited annually as part of the annual budget process.

BACKGROUND:
AMWA is an organization of the largest publicly owned water utilities in the United States. AMWA is the voice of metropolitan water systems on federal water policy issues, and its programs foster sustainable, innovative utility management.

AMWA does not allow utilities serving populations under 100k to join, but offers a sole proprietor membership for individuals, who are retiring from eligible utilities, who still want to remain connected to AMWA for annual due amount of $500.00.

OPTIONS:
1. Approve by motion revising Commissioner Nav Otal’s Commissioner Assignments to add AMWA and authorizing payment of the membership due of $500 for 2023.

2. Deny request and not authorize payment of the membership due.

STAFF RECOMMENDATIONS:
Approve by motion revising Commissioner Nav Otal’s Commissioner Assignments to add AMWA and authorizing payment of the membership due of $500 for 2023.
Consent Agenda

Item C
INTRODUCTION:
The District was contacted in 2022 with a request for a property to connect an existing house to the District’s sewer system. The sewer connection charges, $26,122.72, were paid on April 29, 2022. The house has been a water customer for many years, using a septic system. The house has not been connected to the sewer system, and continues to use a septic system. The property owner is now indicating they do not plan to connect to the sewer system, and is requesting the sewer connection charges paid in April 2022 be refunded.

POLICY:
The District does not have a policy regarding connection charge refunds when a property has not connected to the system.

Account Termination Policy
For properties previously connected to the system, with an account termination request
- Service is fully disconnected.
- No refund of previously paid connection charges is provided.
- A credit of the General Facility Charge may be retained for use if the property is reconnected to the system.

Developer Extension Agreement (DEA) Termination Policy
Partial General Facility Charges of $500 per ERU are collected when a DEA is initiated. If the DEA is terminated, the Board may authorize refund of $250 per ERU, with the remaining non-refunded GFC remaining as a credit on the account for use if the property is connected to the system in the future.

BACKGROUND:
The property is located at 1301 206th Ave NE, along Inglewood Hill Road. The existing house on the property was constructed in 1979, before sewer was available, and is a water customer.

Sewer was installed adjacent to the property in 1992 through ULID S-12.

Sewer Request information:
May 2021:
- A septic tank pumping contractor indicated water was back-flowing from the septic system into the septic tank, and the septic tank did keep refilling.
- Property owner contacted the District for information on connection to the sewer system.
• District was in the Sewer Moratorium in the North Sewer Service Area, and requested verification from the Health Department that the septic system had failed, before allowing connection to the sewer system.
• Health Department suggested the problem could be with a pump between the septic tank and the drainfield.
• Property Owner hired a Septic Maintainer to fix the septic pump.

March 2022:
• District again contacted by property representative to provide information regarding connection to the sewer system.
• Sewer Moratorium no longer in effect, connection possible regardless of septic condition.

April 2022:
• Payment for Sewer Connection Charges received

June 2023
• Property Owner requests refund of Sewer Connection Charges
  o Initial plans for the property have changed based on associated fees.
  o Family is expanding in the near future. Refund would provide financial resources for expected additional expenses.
  o Family’s financial situation has been impacted by recent challenges due to a downturn in their business (self-employed).

**BUDGET STATUS:**
Connection Charges paid on 4/29/2022, based on a 3/4-inch meter
- General Facility Charge $4,384.00
- Side Sewer Permit $300.00
- Local Facility Charge $20,984.77
- Excise Tax $443.95
Total $26,112.72

The sewer local facility charge is a Charge-in-Lieu of Assessment from ULID S-12. ULID S-12 installed the sewer adjacent to Tax Parcel 3575300995 in 1992. In ULID S-12 the District allowed property owners to request the assessment to be deferred, paying $0 through the ULID, with the Sewer LFC payment made when connection to the sewer system was requested.

The original Sewer LFC for this property in 1992 was $9,756.11. The Sewer LFC charged in 2022 was based on the original charge with interest, with interest capped after a limited number of years.

**FISCAL IMPACT:**
This is a fairly unique situation, there are only 2 instances identified meeting this criteria:
• Paid for sewer individually (not part of a DEA or ULID Assessment)
• Existing water customer
• Existing septic system

In the other situation, the LFC was based on a Reimbursement Agreement, and the District would not consider refunding this as it was already passed through to the developer.
OPTIONS:
1. Refund the Sewer Connection Charges including General Facility Charge, Local Facility Charge and Side Sewer Permit. (Does not include excise tax paid)
   Refund = $25,668.77
OR
2. Deny the request to refund the Sewer Connection Charges.

STAFF RECOMMENDATIONS:
1. Refund the Sewer Connection Charges including General Facility Charge, Local Facility Charge and Side Sewer Permit. (Does not include excise tax paid)
   Refund = $25,668.77

This is a situation that rarely happens, and with no firm policy set, can be considered on a case by case basis.

ATTACHMENTS:
- Letter from Lee Abeles received 6/8/2023
Lee Abeles  
1301 206th Ave NE, Sammamish, WA 98074  
Leeabeles@gmail.com  
(425) 306-1130  
6/6/2023

Sammamish Plateau Water  
1510 228th Ave SE, Sammamish, WA 98075

Subject: Request for Refund of Sewer Permit Fees

Dear Sammamish Plateau Water

I hope this letter finds you well. I am writing to formally request a refund of the permit fees paid to the Sammamish Plateau Water. I understand that permit fees are generally non-refundable; however, I would like to present my reasons for seeking an exception in this case.

Firstly, my family and I had intended to develop our property as part of our long-term plans. However, upon further evaluation, we realized that the fees associated with the development are significantly higher than we initially anticipated. As responsible homeowners, we are committed to complying with all necessary regulations, but the current fees impose a financial burden that we did not anticipate.

Secondly, our family is planning to expand in the near future. We believe that providing a nurturing and secure environment for our growing family is of utmost importance. The funds tied up in the permit fees would greatly assist us in meeting the additional expenses associated with welcoming a new family member into our home. By refunding the permit fees, we would have the necessary financial resources to create a comfortable and safe space for our expanding family.

Lastly, our family’s financial situation has been adversely affected by recent challenges. As self-employed individuals, we have experienced a downturn in our business over the past year. This unforeseen setback has put additional strain on our financial resources. By refunding the permit fees, we would be able to alleviate some of the financial pressure and invest the funds back into our struggling business, helping us recover from the current economic hardship.

I understand that the Sammamish Plateau Water has established policies regarding permit fees, and I respect the need for financial resources to support community development. However, I kindly request that you consider our circumstances and the valid reasons outlined above. The refund of the permit fees would greatly assist us in managing our financial obligations and pursuing our goals for the future.
I am more than willing to provide any additional documentation or information that may be required to support my request. Please let me know if there is any further information you need from my end to facilitate the review of my request.

Thank you for taking the time to consider my appeal. I greatly appreciate your attention to this matter. I eagerly await a positive response and remain hopeful that the Sammamish Plateau Water will grant my request for a refund of the permit fees.

Yours sincerely,

Lee Abeles

Best Regards,
Active Agenda
Active Agenda
Item A

Zachary Foulger –
Recognition for 5 Years of Service
Active Agenda
Item B

Consideration of Water and Sewer Latecomers Reimbursement Agreements for Lancaster 223rd Project
Subject: Water and Sewer Latecomers Reimbursement Agreement
Project: Lancaster 223rd
Tax Lot: 0424069165, 0424069167, 0424069168, 0424069170
Date: July 6, 2023
Staff Contact: Jackson Dove, Jay Regenstreif

INTRODUCTION:
The Lancaster 223rd project installed water and sewer along shared property frontage as well as a sewer lift station. The sewer lift station will pump all sewer flows from the lift station service area to the existing Redford Hudson Lift Station. The developer, Big Rock Vista, LLC, has requested that the District enter into a reimbursement agreement pursuant to RCW 57.22 for repayment of a portion of the Developer’s construction costs from the property owners that connect to or make use of the water and/or sewer at the time that the property owner connects, or further develops the property.

Staff is requesting the Board consider adoption of two proposed Latecomers Reimbursement Charges requested by the Developer.

POLICY:
Code Section 4.00.050 – Latecomers reimbursement

Failure to adopt the Latecomers Reimbursement Charges would deny the Developer their right to reimbursement as provided in RCW 57.22.

BACKGROUND:
The Lancaster 223rd project is a 19-lot plat located within the City of Sammamish at Lancaster Way SE and 223rd Ave SE. The project consisted of an 8” water and sewer mains within the plat and in 223rd Ave SE, and also a sewer lift station.

Water Reimbursement Agreement:
The developer is requesting reimbursement from two properties along 223rd Ave SE for frontage along the 8” water main installed. The methodology for determining the pro-rata share of the cost of the water main was the total cost of water mains on the project (excluding water services) divided by the total number of lots served (21).

Gravity Sewer Reimbursement Agreement:
The developer is requesting reimbursement from the properties for shared frontage on the gravity sewer mains installed. The methodology for determining the pro-rata share of the cost of the sewer mains was the total cost of the gravity sewer system on the project divided by the total number of lots served (25).

Sewer Lift Station Reimbursement Agreement:
The developer is requesting reimbursement from property owners within the Lancaster sewer basin. The methodology for determining the pro-rata share of the cost of the lift station portion of the system for each of the properties that are benefiting from the lift station was determined by dividing the total...
cost of the lift station system and forcemain by the total number of Equivalent Residential Units (ERU’s) that can be served by the lift station (88 ERU’s). The number of ERUs estimated for each property was estimated based on the area, zoning, existing water meter size, and development potential. When a property connects to the sewer system the lift station charge will be based on the actual number of Equivalent Residential Units located on the property and connected to the system.

On June 16, 2023, the District mailed notification (via certified and U.S. Mail) to the affected property owners regarding the amount of the proposed latecomers reimbursement charges. Under the District’s existing Reimbursement Agreement Policy (Resolution No. 4334), the property owners were given until July 7, 2023 (3 weeks) to submit comments.

To date, one comment was received in regards to the proposed water reimbursement charge from the owners of Tax Parcel 0424069166, Scott and Barbara Cochrane. Their letter is attached and their comments are summarized below with responses by staff:

- Disagrees with the methodology used to determine the pro-rata share for the water latecomer reimbursement charge for their property and this does not represent an equitable portion of the cost of the extension per their Temporary Service Agreement.

Response: District Staff looked at several methodologies for determining the pro-rata share of the project costs. It would be fairly typical to use a per lineal feet (LF) of frontage on the water main for determining the share. However, in this case due to critical areas the Big Rock Vista, LLC properties had a much higher development potential than the Cochrane’s property. Had the Cochrane’s property been assessed the District’s Standard Water Local Facility Charge (LFC) along their frontage, the cost would have been $248.50/ LF x 745.82 LF = $185,336.27. This is compared to the $25,248.40 being assessed based on the methodology of per lot. Staff feels that the per lot methodology is equitable given the much larger size and length of the Cochrane’s property.

The Temporary Service Agreement, Recording No. 8603281078, copy attached, was completed in 1986 in anticipation of the water main someday needing to extend the length of Tax Parcel 0424069166. The water main installed as part of the Lancaster 223rd project is what was originally envisioned in the Temporary Service Agreement.

- Incorrect number of lots was used in the determination of the pro-rata share. The number of lots should have been 23 instead of 21, to count the irrigation meter and meter for the sewer lift station.

Response: It is typical for the District not to include irrigation services and District Lift Station facility water services in the splitting of costs. Neither of these meters are serving buildable lots.

- The water line extension and water service does not abut their property.

Response: The 8” water main was installed the full length of Tax Parcel 0424069166 along the private road of 223rd Ave SE, as originally envisioned per the Temporary Service Agreement, Recording No. 8603281078. The Lancaster 223rd project originally proposed installing a new water service to Tax Parcel 0424069166 at the property line at the north end of the property. However, after reviewing the location with the Cochranes, they expressed their desire to keep their water service at the existing location with the understanding that a Non-Standard Service Line (NSSL) agreement would be required to be executed and recorded. The water service at the north end was subsequently not installed.

In addition, Tax Parcel 0424069166 was originally a flag lot with frontage on 223rd Ave SE. In 2016 a Boundary Line Adjustment (BLA) was completed and a portion of the Cochrane’s property was
transferred to the current developer of the Lancaster 223rd project. This occurred after the Lancaster 223rd Developer Extension Agreement was entered into with the Developer. This area is now part of Tract H, which is a public access and utilities easement and where the new water main is located. The Cochrane’s current property, Tax Parcel 0424069166 abuts this tract.

- Disagrees with the construction costs incurred for import gravel and export unsuitable material.

Response: The District’s Standards required import backfill material to be used in backfill of the water main trench and for unsuitable material to be exported from this site. These costs were evenly split per lot with all other costs on the project. Therefore, the Cochrane is only being assessed the pro-rata share of these costs.

The assertion that the project could have been constructed less expensively during the dry season is technically valid, however in practicality, the total duration of the project was over 6 months and it was not possible to complete all work outside of the wet season. In addition, there were areas of the project, including along 223rd Ave SE with poor soils that would not have been suitable for trench backfill even in the dry season. The total cost of the water main project, including the import gravel backfill, was within the reasonable average for District water main project and within the District’s Standard Local Facility Charge rate.

District staff proposes that the Board adopt the Latecomers Reimbursement Charges as proposed. If the Board adopts the charges, the District will mail notification to the property owners that the charges has been adopted and will record notice of the charges against the properties.

FISCAL IMPACT:
The District receives compensation from the Developer for District costs associated with the processing and administration of the reimbursement agreement.

When Tax Parcel 0424069168 connected for water service in 2013, the District collected Water LFCs for the future water main, now installed as part of the Lancaster 223rd project. The Water Latecomer Reimbursement Charge of $25,248.40 for Tax Parcel 0424069168 will be paid by the District out of Water Local Facility Charges (LFCs) previously collected from that property.

Similarly, when Tax Parcel 0424069257 connected for sewer service in 2000, the District collected Sewer LFCs for the future sewer main, now installed as part of the Lancaster 223rd project. The Sewer Latecomer Reimbursement Charge of $58,203.69 for Tax Parcel 0424069257 will be paid by the District out of Sewer Local Facility Charges (LFCs) previously collected from that property.

OPTIONS:
1. Take the proposed adoption of the connection charges under advisement.
2. Propose changes to one or more of the Latecomer Reimbursement Charges methodology and ask District staff to submit the resulting revised charge for the Board’s review and adoption at the August 7, 2023 regular Board meeting.
3. Adopt the resolutions approving the proposed Water Latecomers Reimbursement Charge, Sewer Latecomers Reimbursement Charge, and the Lift Station Latecomers Reimbursement Charge.

STAFF RECOMMENDATIONS:
District staff recommends that the Board adopt the Water Latecomers Reimbursement Charge, Sewer Latecomers Reimbursement Charge, and the Lift Station Latecomers Reimbursement Charge as proposed.
ATTACHMENTS:

- Lancaster 223rd DEA Vicinity Map
- Map of the Water Reimbursement Area and installed mains
- Map of the Sewer Reimbursement Area and installed mains
- Map of the Lift Station Reimbursement Area
- Letter from Scott and Barbara Cochrane dated July 7th, 2023
- Temporary Service Agreement, Recording No. 8603281078
- Resolution for adoption of Water Latecomers Reimbursement Charge including a copy of the Latecomers Reimbursement Agreement.
- Resolution for adoption of Sewer Latecomers Reimbursement Charge including a copy of the Latecomers Reimbursement Agreement.
- Resolution for adoption of Lift Station Latecomers Reimbursement Charge including a copy of the Latecomers Reimbursement Agreement.
VICINITY MAP

LANCASTER 223RD
TAX PARCEL 0424069165, 0424069167, 0424069168, 0424069170

REAL PROPERTY LOCATION
LANCASTER 223RD
AKA BIG ROCK VISTA
WATER LATECOMERS REIMBURSEMENT MAP

SCALE: 1" = 100'

TRACT G
TRACT F
TRACT H
TRACT D
TRACT C
TRACT B
TRACT E
TRACT A
TRACT D STORMWATER VAULT

LANDSCAPE
LANCASTER WAY SE
222ND CT SE
4178700060

0424069019
0424069040
04240690257
0424069166
COCHRANE R SCOTT•BARBARA
125,040 SF

12, 13, 14, 15, 16, 17, 18, 19
3, 9, 6, 5

4, 5, 6, 7, 8, 9, 10, 11
By email only: administration@spwater.org

July 6, 2023

Board of Commissioners
Sammamish Plateau Water and Sewer District
1510 228th Ave SE
Sammamish, Washington 98075

Latecomer Reimbursement Charges
Lancaster 223rd Project
Big Rock Vista Development
Tax Lot no. 0424069166

Commissioners,

The purpose of this letter is to respond to the latecomer charges proposed to be assessed related to the referenced development as set forth in the letter from the Water District of June 16, 2023. The letter states that any comments regarding the fees must be sent to the District by July 7, 2023. Please consider this letter a formal protest of the proposed assessment of latecomer fees related to the referenced and a petition to reduce or delete such allocated costs. We have several concerns and wish to have the charges reviewed and reconsidered based on the issues set forth herein.

Assessment Methodology

On March 21, 1986 in order to obtain water service for our property we entered into a Temporary Service Agreement (TSA) with the Sammamish Plateau Water and Sewer District (District). We have been customers of the Department since that date. The methodology proposed by the District are in conflict with the explicit terms of the TSA. The District proposes to assess costs based on a pure pro-rata share pursuant to RCW 57.22.030 based on the total of 19 new lots being served by the new water line and 2 existing water services. The TSA states as follows:

In all cases where an LID or ULID is not formed, but there is an extension of permanent water main facilities to a point abutting Customer’s property through the provision of other means, including but not limited to District initiated construction, developer extension, or other property owner’s requests, Customer agrees to pay an equitable portion of the cost of such an extension. Customer reserves the right to protest the amount and manner that the costs are allocated to subject property, and customer
Based on this language in the TSA costs should be apportioned based on “an equitable portion of the cost of such an extension”. (emphasis added). The statute, RCW 57.22.03 was enacted in 1996 after the TSA was executed in 1986. There is no authority or justification for the District to disregard or abandon the TSA in favor of the statute. The applicable methodology should be based on the TSA not the statutory pro rata method.

Incorrect Number of Lots

The District assesses the amount due based on 21 lots. However, the actual number of services is 23. The development has an additional service for serving the park and landscaping in the development. Additionally, there is an additional service that services the lift station. Consequently, the assessment should be based on an allocation of 23 services, not 21.

Service Proximity

The TSA indicates that the fees would apply when the permanent water facilities are constructed “to a point abutting Customer’s property”. The current water meter serving our property is approximately 160 feet from our property line. The current service is through an easement on Tax Lot# 0424069040 and 0424069230. The new water main is approximately 60-80 feet from our property line across an easement as shown on the Lancaster 223rd aka Big Rock Vista Water Latecomers Reimbursement Map, (Map). In fact, the waterline is not even in the easement over which access to our property is obtained. How does this qualify as “abutting” our property? What is the difference between the current service and the proposed new service?

Costs Incurred

The circumstances of this improvement are somewhat unique and the District should take these unique circumstances into account when making the assessment. As shown on the Map, the waterline is extended from the previous termination in Lancaster to the previous termination on 223rd SE through the development and across the gravel road 223rd. (Tract H”) on the Map. The original plans did not contemplate the extension of the water line down the gravel portion of 223rd. If the requirement that the completion of a “loop”, connecting Lancaster to 223rd is a benefit to our property then shouldn’t all the services accessing this “loop” share in the costs? For instance, if all the services in Lancaster and all the services on 223rd benefit from this enhancement to the water system, all those services should share in the costs. Only our property is assessed a charge for this enhancement.

The costs incurred include $149,640.60 for import gravel and export unsuitable material related to the installation of the water main. See the Costs listed under # 95120, 95150, 96170, 96190 on the Lancaster 223rd Water Final Cost Summary 5-11-23. Because the developer chose to perform the work during the winter or wet season the District regulations required all the backfill to be gravel and not native material.
This requirement significantly increased the costs not only of the backfill but also the logistics of performing the work. It is not equitable to assess these additional amounts on our property when the developer chose the time and manner of work, and we are required to shoulder the burden of these additional costs. It is neither fair or equitable to allocate these costs to us.

This is even more galling when you consider that the “restoration” of the gravel road, particularly adjacent to the lift station was done in such a haphazard manner. In fact, the road is already showing significant signs of deterioration and failure. The road is subsiding and is deteriorating after less than a year since the improvements were completed. Not only are we required to pay a portion of these costs, we now have a uneven and defective gravel road.

**Summary**

The extension of the water line is of minimal or no benefit to our property. The allocation of costs based on a simple pro rata allocation conflicts with the specific terms of the TSA and applicable agreement between the District and us. Additionally, the pure pro rata methodology unfairly charges a disproportionate and inequitable share to our property. The costs incurred are unreasonable and inequitable for the improvements made. We request that the District review this matter and make a more reasonable allocation of the costs incurred to construct the improvements. The primary impetus for these improvements is the development of Big Rock Vista (now known as Brichtridge). All the costs incurred are the result of this development and benefits primarily this development. The costs are assessed against our property are unfair and inequitable especially when we had no input or influence in the manner or timing of the improvements.

If there is a different or required format to submit our concerns, please let us know. Otherwise, we consider that his letter meets the necessary requirements. We reserve the right to assert additional or alternate reasons for the challenge to the latecomer fees based on additional factual development or legal analysis.

For the reasons outlined above we request that the District recalculate the proposed latecomer reimbursement fees assessed against our property, and more fairly distribute the costs consistent with the contractual agreement and the equitable distribution of these costs. If the Commissioners or staff wish to discuss this matter further, we are happy to meet to come to an acceptable resolution.

Thank you for your consideration

Respectfully Submitted

**Electronically Signed**

Scott Cochrane

Barbara Cochrane

Cc: Jackson Dove
TEMPORARY WATER SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 21st day of MARCH, 1986, by and between WATER DISTRICT NO. 82, KING COUNTY, WASHINGTON, a Municipal Corporation, hereinafter referred to as "District" and BARBARA AND SCOTT COCHRANE of ____________ hereinafter referred to as "Customer";

WITNESSETH:

WHEREAS, Customer resides (inside) (outside) the boundaries of the District and requires temporary water service which was authorized by the Board of Water Commissioners, and the parties desire to enter into an Agreement to provide temporary water service to the Customer; Now, Therefore,

IN CONSIDERATION of the premises and the mutual covenants and agreements herein set forth, IT IS AGREED by and between the parties hereto as follows:

1. Description of benefited property. Customer hereby requests temporary water service from the District until Customer's property is annexed to the District's or permanent installation is available, and the District's water system is constructed to a point abutting Customer's property from which permanent service can be furnished by District to Customer. Customer hereby agrees to perform and abide by all the terms and conditions hereinafter set forth on which District is willing to furnish water. Customer warrants and represents that Customer (and Customer's spouse) is the owner of the following described property, to-wit:

* Attached as Exhibit A.

2. Terms and Conditions. District agrees to furnish a water service connection to Customer to a water main of the District on the following terms and conditions:

   a. Customer shall pay a temporary service fee of $ 800.00 for service to the property located (inside) (outside) of the District, and
b. Customer shall pay a water meter installation charge of $500, which shall include the cost of the water meter and the installation thereof at a point designated by the District. The water meter shall remain the property of the District, and

c. If Customer’s property is not within the boundaries of the District, Customer agrees that he/she shall join in a petition to annex Customer’s property to the District, and shall not in any way oppose the annexation of such property, or any other property to the District, and

d. Customer shall join in a petition for the formation of a local improvement district after annexation of subject property (if applicable) to the District, and Customer shall not oppose the formation of such local improvement district as may be desired to be formed by other property owners on a petition basis or by the adoption of a resolution of intent to form a local improvement district by the Board of Commissioners of the District. Customer understands and agrees that he/she voluntarily waives his/her right to protest the information of a local improvement district which right is fully set forth in RCW 57.16.020; provided, however, that Customer reserves the right to object to the amount and the manner of any assessment placed upon subject property, and Customer further reserves the right to petition the District to reduce or delete any assessment placed upon subject property, and Customer further reserves the right to petition the District to reduce or delete any assessment which may be placed on subject property or any portion thereof for any other legal or equitable reason, and

e. In all cases where an LID or ULID is not formed, but there is an extension of permanent water main facilities to a point abutting Customer’s property through the provisions of other means, including but not limited to District initiated construction, developer extension, or other property owner’s requests, Customer agrees to pay an equitable portion of the cost of such an extension. Customer reserves the right to protest the amount and manner that the costs are allocated to subject property, and Customer further reserves the right to petition the District to reduce or delete such allocated costs, and

f. In the event Customer is assessed for the cost of permanent water main extension in accordance with Para. 2.e. above, said assessment shall be paid in a manner to be determined by the District Manager.
3. **Other Costs and Fees.** Customer shall pay to the District a general facilities fee the sum of $290 in addition to the aforesaid meter installation charge in cash on the execution of this agreement.

4. **Service Line/Discontinuance of Use.** Customer shall install at Customer's own expense a service line from the District's water meter to Customer's property and thence to Customer's house which service line to Customer's property shall be considered a temporary service line only, and its use shall be discontinued at such time as the water system of the District is extended to the property line of Customer, and the use of the line shall be exclusive to the Customer. No other person, firm or corporation shall be permitted to use said service line without the prior written consent of the District having been first had and obtained.

5. **Meter Relocation Charge.** At such time as a permanent water main is installed to serve Customer's property, it is the practice of the District to relocate Customer's meter box and meter to a permanent location abutting Customer's property. Customer agrees to pay all costs and expenses incurred by the District in relocating the meter box and meter and pay said costs and expenses within 30 days of billing date.

6. **Indemnity/Hold Harmless.** Customer agrees to indemnify and hold District harmless from any and all claims, actions or causes of action of every kind and nature that may be asserted against the District as a result of Customer's ownership, installation, maintenance, use or service of the water service line commencing at the District's water meter and extending to Customer's property. Customer further agrees to pay any costs and/or attorney's fees incurred by the District in defending any such action or actions.

7. **Receipt of Payment.** Upon execution of this agreement by Customer, District acknowledges receipt of the aforesaid water meter installation charge, temporary service fee and general facilities fee, a total of $480. Customer acknowledges that the water service provided for in this agreement has or will commence in the near future, and that said water service is temporary service only until such time as Customer's property is annexed, if applicable, to the District, and the water system of the District extended thereto, and that this agreement is subject to the powers and duties of the District and its Board of Commissioners as set forth in the statutes of the State of Washington, and
resolutions of the Board adopted therewith. Customer further understands that District is unable to refund the aforesaid charges paid by Customer, in the event Customer requests discontinuance of such service.

8. Covenant Running with the Land. The provisions of this agreement while in force and effect constitute a covenant running with the land described herein, and this agreement is binding upon the heirs, administrators, successors and assigns of each of the parties hereto, provided, that this agreement and the benefits thereof are not assignable by Customer for the benefit of any property other than the property described herein, either voluntarily or by operation of law.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at Issaquah, Washington, the day and year first above written.

WATER DISTRICT NO. 82
KING COUNTY, WASHINGTON

By: [Signature] 3/24/86

[Signature]
STATE OF WASHINGTON )
) ss.
COUNTY OF KING )

On this day personally appeared before me Scott Cochran and BARRABE J. Cochran, known to be the individuals described in the foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 1st day of
March, 1986

[Signature]
NOTARY PUBLIC in and for the State of Washington, residing in

STATE OF WASHINGTON )
) ss.
COUNTY OF KING )

On this day personally appeared before me Mark D. Spanx, to me known to be the Manager of the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he authorized to execute said instrument and that the seal affixed thereto is the corporate seal of said corporation.

GIVEN under my hand and official seal this 25 day of
March, 1986

[Signature]
NOTARY PUBLIC in and for the State of Washington, residing in

-5-
No. 471373

EXHIBIT "I"

PARCEL A:

The West half of the West half of the East half of the Southwest quarter of the Northeast quarter of Section 4, Township 24 North, Range 6 East, W.M., in King County, Washington;

EXCEPT the North 582.94 feet thereof, as measured perpendicular to the North line of said subdivision;

PARCEL B:

An easement for ingress, egress and utilities over the South 15.00 feet of the North 597.94 feet as measured perpendicular to the North line of the East half of the West half of the East half of the Southwest quarter of the Northeast quarter of Section 4, Township 24 North, Range 6 East, W.M., in King County, Washington.

PARCEL C:

An easement for ingress, egress and utilities 60 feet in width, 30 feet on either side of the following described centerline:

Beginning at the Southwest corner of the East half of the East half of the Northwest quarter of the Southeast quarter of Section 4, Township 24 North, Range 6 East, W.M., in King County, Washington;

thence North 0°45'10" East 1,298.53 feet, more or less, along the West line of said subdivision to the Northwest corner of said subdivision;

thence North 0°29'36" East 760 feet along the West line of the East half of the East half of the Southwest quarter of the Northeast quarter of said Section 4 to the terminus of said centerline.

SUBJECT TO: Real Estate Contract dated November 15, 1974, recorded under Recording No. 711210131;

Real Estate Contract dated November 10, 1978, recorded under Recording No. 7811210657, amended under Recording No. 8308210644, which contract Grantees herein agree to assume and pay according to its terms and conditions;

Agreement recorded under Recording No. 7811210658;

Terms and conditions of the trusts under which title is vested;

Covenants, conditions and restrictions recorded under Recording No. 8310130546.
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 A WATER LATECOMER REIMBURSEMENT AGREEMENT FOR THE LANCASTER 223RD PROJECT.

WHEREAS, the Sammamish Plateau Water and Sewer District ("District") is a duly organized water and sewer district under the laws of the State of Washington, and is empowered to furnish both water and sewer service to property owners within or without the District in the manner provided by law; and

WHEREAS, the Board of Commissioners of Sammamish Plateau Water and Sewer District approved the application by Big Rock Vista, LLC ("Developer") for a Developer Extension Agreement by Initial Resolution Number 4544 dated the 21st day of December 2015 for the project known as Lancaster 223rd and a portion of the water facilities were constructed on property and/or in right-of-way other than within the boundaries of the Developer’s project; and

WHEREAS, pursuant to RCW 57.22.020, the Developer is entitled to latecomer reimbursement from the owners of properties that are adjacent to and may connect to or use the water facilities which the Developer installed upon any such connection; and the District having notified such property owners of such proposed latecomer reimbursement agreement via certified mail; and

WHEREAS, such proposed latecomer reimbursement agreement is attached hereto as Exhibit A (the "Reimbursement Agreement") and the District Board of Commissioners having considered the public comments received and the recommendations of District staff and the District’s legal counsel regarding the proposed approval of the Reimbursement Agreement; now, therefore,

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

1. The recitals set forth above are hereby adopted as if set forth in full herein.

2. The Reimbursement Agreement is hereby approved and the District General Manager is hereby authorized and directed to execute the Agreement on behalf of the District.

3. District Staff is authorized and directed to have the fully executed Reimbursement Agreement recorded with the King County Office of Records and Elections as required by law.
**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 17th day of July 2023.

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

<table>
<thead>
<tr>
<th>Approved</th>
<th>Opposed</th>
<th>Abstained</th>
<th>Absent</th>
</tr>
</thead>
<tbody>
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</tr>
</tbody>
</table>

Lloyd Warren, President and Commissioner

Ryika Hooshangi, Vice President and Commissioner

Mary Shustov, Secretary and Commissioner

Tom Harman, Commissioner

Nav Otal, Commissioner
EXHIBIT A

SAMMAMISH PLATEAU WATER & SEWER DISTRICT
REIMBURSEMENT AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of ____________, ("Effective Date") between the Sammamish Plateau Water & Sewer District, a municipal corporation ("District") and ____________________________ ("Developer").

RECITALS:

A. District is a duly organized water and sewer district under the laws of the State of Washington, and is empowered to furnish both water and sewer service, to property owners within or without the District in the manner provided by law; and

B. Developer previously entered into a Developer Extension Agreement ("DEA") dated the ____ day of ____________, ______, for the construction and installation of water and/or sewer extensions to serve Developer's property which is described on Exhibit "A" attached hereto; Developer completed installation of such extensions in accordance with the terms of the DEA, portions of which make utility service available to real property other than the Developer's property within (and without) the District hereinafter known as the benefited properties ("Benefited Properties"), described on Exhibit "B" attached hereto; the owners of such Benefited Properties have not contributed to the cost of the extensions ("Extension Facilities") installed by Developer; and Developer is entitled to reimbursement from real property owners seeking connection to or use of such Extension Facilities for the cost of such Extension Facilities in excess of Developer's pro rata share thereof for which costs have been determined as set forth below; and

C. District will collect charges from the owners of Benefited Properties within (and without) the District connecting to or using the Extension Facilities; and such charges are the sole source of funds for the District from which reimbursement to Developer can and will be made, as and when the same are collected; and

D. District is authorized to enter into a reimbursement agreement with Developer under the provisions of Chapter 57.22 RCW; and the parties desire to enter into a written reimbursement agreement ("Agreement") with reference to the foregoing matter, now, therefore,

IN CONSIDERATION of the following terms and conditions, the District and the Developer agree as follows:

1. Records/Costs. After completion of the construction of the Extension Facilities, Developer will certify to the District the final design, engineering, construction and restoration costs incurred by Developer in constructing the Extension Facilities and submit such supporting vouchers, invoices and other data as the District may require to substantiate the certified costs. The executed, notarized Agreement, all exhibits, and all supporting documentation must be submitted to the District before the Extension Facilities will be accepted by the District. Any changes or additional information requested by the District must be submitted to the District within 21 days of District notification to the Developer. District reserves the right to approve or reject the certified costs as reasonable and subject to reimbursement. The District shall allocate the cost of the Extension Facilities among Developer's property and the Benefited Properties on a pro rata share basis. However, the District reserves the right to allocate such costs in any manner conforming with applicable law and the policies of the District.
2. **Charges.** District shall require owner(s) of the Benefited Property to pay a reimbursement charge determined in accordance with the terms of this Agreement. The reimbursement charge shall be payable in total at the time of such owner's connection to or use of the Extension Facilities. The amount of such reimbursement charge to be collected prior to such connection is set forth on Exhibit "C" attached hereto; such charges may include, but are not limited to, pro rata share of District legal, engineering, administrative, set-up, handling and actual costs of the Extension Facilities. Such reimbursement charges shall be in addition to all other District charges in effect at the time of seeking connection to such Extension Facilities. Upon application by Benefited Property owners, the District may further segregate reimbursement charges attributed to property connecting to the Extension Facilities. All costs of such segregation shall be borne by the party requesting such segregation.

3. **Developer Charge.** The District shall deduct the sum of $150.00 ("Developer Charge") for each reimbursement payment received before the Developer shall be entitled to receive the balance of such payment. Such base fee and charges herein described shall be collected by the District for costs and expenses incurred in connection with the administration of this Agreement.

4. **Recording, Liens.** This Agreement shall be recorded in the office of the King County Auditor, King County, Washington, upon execution by the District and the Developer. Such Agreement shall constitute a lien and record notice upon the property described in Exhibit "C" not contributing to the original cost of the Extension Facilities installed by Developer under the provisions hereof and shall be binding upon the present owner thereof, and all successors and assigns to those respective parties in accordance with Chapter 57.22 RCW. When paid by any party seeking connection to the Extension Facilities, the lien shall be satisfied and discharged of record. Developer hereby appoints the Secretary of the Board of Commissioners, or his/her successor, as its attorney-in-fact, to prepare, execute and file for record with the King County Recorder a document appropriate to cancel and release the lien, charge or obligation of the Benefited Property owner paying the reimbursement amount to District, which will describe with particularity the property so connecting and paying the reimbursement amount, and thereupon this agreement shall no longer apply to such property. This appointment as attorney-in-fact is irrevocable during the existence of this Agreement.

5. **Developer Contact Information:** The Developer shall provide the District with contact information ("Contact Location"). The initial Contact Location shall be provided as follows:

**Contact Information and Address for Receipt of Reimbursement Funds**

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>City, State, Zip code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Zach Fenc</td>
<td>Terrence Jones (Big Rock Vista LLC)</td>
<td>WA 98004</td>
</tr>
<tr>
<td>(Printed Name of Developer's Representative)</td>
<td>2630 116th Ave NE 5th Floor 101</td>
<td></td>
</tr>
<tr>
<td>(Company Name)</td>
<td>Bellevue</td>
<td></td>
</tr>
<tr>
<td>(Mailing Address)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(City, State, Zip code)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Telephone/FAX)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

REIMBURSEMENT AGREEMENT - Page 2
2014 Reimbursement Agreement.docx
The Developer shall inform the District, in writing, of their current Contact Location every two years plus sixty (60) days from the Effective Date ("Contact Update Dates"), or sooner of company name, address, or telephone number for the receipt of reimbursement funds.

If the Developer fails to submit their current Contact Location to the District at least every two years plus sixty (60) days from the Contact Update Dates noted above the District may terminate the right of the Developer to receive any reimbursement charges collected by the District after such Contact Update Date as described in Section 7 of this Agreement.

The notification of current Developer Contact Location shall be sent to the District at the following address, unless the District provides written notification to Developer of a change in District address as follows.

District Contact Information

General Manager
Sammamish Plateau Water and Sewer District
1510 – 228th Avenue SE
Sammamish, WA 98075
(425) 392-6256

6. Payment Procedure. The District will pay any reimbursement charges collected to Developer, less the Developer Charge, within sixty (60) days following receipt thereof, District to follow its established procedures of depositing such funds received with the King County Treasurer and drawing upon the same and making payment by King County Treasurer warrant in the manner provided by law. The District shall forward reimbursement funds referenced herein to Developer at the address provided by the Developer as their Contact Location.

As a condition of receiving such reimbursement funds, Developer shall execute a receipt to the District for such reimbursement amounts so paid upon the receipt form provided by District. Such form shall include the name of the Benefiting Property owner making payment of such amount to the District and the legal description of the Benefited Property connecting to the Extension Facilities.

In the event of a dispute as to the rightful party to receive such funds, the District may pay the same to the Developer referenced herein or interplead such funds to the court; in either event, District shall thereupon be relieved of any further obligation or of liability hereunder as to such reimbursement funds so paid.

7. Termination of Developer’s Right to Receive Reimbursement. In the event the District collects reimbursement charges from owners of Benefited Property and the Developer has failed to comply with the requirements of Section 5 of this Agreement, the District will attempt to contact the Developer by mail at their most recent Contact Location and request the Developer provide, within 60 days from the date of mailing of the request, written confirmation and update of their current Contact Location. If the Developer fails to submit an Updated Contact Location within the 60-day period, the right of the Developer to receive reimbursement charges collected by the District shall terminate, and any reimbursement charges collected by the District following the Contact Update Date shall be collected and retained by the District and deposited in the District’s capital fund for expenditure by the District.

REIMBURSEMENT AGREEMENT - Page 3
2014 Reimbursement Agreement.docx
8. Term. This Agreement shall remain effective for a period of fifteen (15) years from the date set forth on page one (1) of this Agreement as to any Benefited Property for which a connection application is submitted to the District during such fifteen (15) year term. Developer shall have no further claim as to monies collected from any Benefited Properties after the expiration of the fifteen (15) year term.

9. Agreement Implementation. The District will use its best efforts to collect and distribute the reimbursement funds pursuant to the process set forth in this Agreement. However, the District, its officials, employees or agents shall not be held liable or responsible for failure to implement any of the provisions of this Agreement unless such failure is willful or intentional.

10. General. All exhibits referred to herein are by this reference made a part hereof as though set forth in full. This Agreement is binding upon the heirs, executors, administrators, successors and assigns, of each of the parties hereto.

11. Assignment. The Developer shall not assign its rights and obligations under this Agreement without the prior written consent of the District. In the event of an assignment, such person or entity shall be referred to as the “Developer” or “Developer’s Assigns”.

12. Effective Date. This Agreement shall be effective upon the date set forth on page one (1) of this Agreement (“Effective Date”).

SAMMAMISH PLATEAU WATER & SEWER DISTRICT ("District")

By

Its

Big Rock Vista LLC
("Developer")

By

Its Land Construction Manager
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 they signed this instrument, on oath stated that they were authorized to
execute the instrument and acknowledged it as the __________________________ of
__________________________ to be the free and voluntary act of such corporation
for the uses and purposes mentioned in the instrument.

Dated ____________

Notary Public in and for the State of Washington,
residing at __________________________
My Appointment Expires ____________

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 they signed this instrument, on oath stated that they were 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 ____________

Notary Public in and for the State of Washington,
residing at __________________________
My Appointment Expires ____________
EXHIBIT A
LEGAL DESCRIPTION OF DEVELOPER'S PROPERTY

ALL LOCATED IN SECTION 04, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY WASHINGTON, AS FOLLOWS

TAX PARCEL: 0424069165
POR OF STR NE 1/4 04-24-06 DAF - NORTH 582.94 FT OF W 1/2 OF W 1/2 OF E 1/2 OF SW 1/4 OF NE 1/4 AS MEAS PRPDIC TO NORTHERN LN THOF IN SD SEC TGW SOUTH 15.00 FT OF NORTHERN 582.94 FT AS MEAS PRPDIC TO NORTHERN LN THOF OF E 1/2 OF W 1/2 OF E 1/2 OF SD SW 1/4 OF NE 1/4 TGW NORTH 567.94 FT OF E 1/2 OF W 1/2 OF E 1/2 OF SW 1/4 OF NE 1/4 AS MEAS PRPDIC TO NORTHERN LN THOF IN SD SEC LESS THAT POR NORTH OF THE SOUTH 240.00 FT OF THE ABOVE DESC LANDS -- AKA "PARCEL A" OF KING COUNTY B.L.A. NO L95L0130 REC NO 9511290903

TAX PARCEL: 0424069167
POR OF STR NE 1/4 04-24-06 DAF - NORTH 582.94 FT OF W 1/2 OF W 1/2 OF E 1/2 OF SW 1/4 OF NE 1/4 AS MEAS PRPDIC TO NORTHERN LN THOF IN SD SEC TGW SOUTH 15.00 FT OF NORTHERN 582.94 FT AS MEAS PRPDIC TO NORTHERN LN THOF OF E 1/2 OF W 1/2 OF E 1/2 OF SD SW 1/4 OF NE 1/4 TGW NORTH 567.94 FT OF E 1/2 OF W 1/2 OF E 1/2 OF SW 1/4 OF NE 1/4 AS MEAS PRPDIC TO NORTHERN LN THOF IN SD SEC LESS SOUTH 240.00 FT OF THE ABOVE DESC LANDS -- AKA "PARCEL B" OF KING COUNTY B.L.A. NO L95L0130 REC NO 9511290903

TAX PARCEL: 0424069168
E 1/2 OF W 1/2 OF E 1/2 OF SW 1/4 OF NE 1/4 LESS N 597.94 FT

TAX PARCEL: 0424069170
E 1/4 OF SW 1/4 OF NE 1/4 LESS N 582.94 FT

REIMBURSEMENT AGREEMENT - Page 6
2014 Reimbursement Agreement.docx
EXHIBIT B
LEGAL DESCRIPTION OF BENEFITED PROPERTY(IES)

042406-9166
1329 223RD AVE SE
W HALF W HALF E HALF SW QTR NE QTR STR 04-24-06;
EXC N 582.94 FT THEREOF MEASURED PERPENDICULA TO N LINE OF SAID SUBDIVISION

042406-9168
1589 223RD AVE SE
E 1/2 OF W 1/2 OF E 1/2 OF SW 1/4 OF NE 1/4 LESS N 597.94 FT
EXHIBIT C
LATECOMER REIMBURSEMENT CHARGE
Lancaster 223rd

Total cost for water mains = $530,216.46
Total Lots = 21
Cost per Lot $25,248.40

<table>
<thead>
<tr>
<th>Tax Lot</th>
<th>Site Address</th>
<th>Total Share of Project Cost</th>
<th>Total Latecomer Reimbursement Charge Owing</th>
<th>Notes</th>
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<td>1329 223RD AVE SE</td>
<td>$25,248.40</td>
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<tr>
<td>0424069168</td>
<td>1589 223RD AVE SE</td>
<td>$25,248.40</td>
<td>$25,248.40</td>
<td>2</td>
</tr>
<tr>
<td>0424069167,</td>
<td>0424069165,</td>
<td></td>
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</tr>
<tr>
<td>0424069170</td>
<td>BIG ROCK VISTA LLC</td>
<td>$479,719.65</td>
<td>$0.00</td>
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</tbody>
</table>

$530,216.46 $50,496.81

Notes:
1 Latecomer Reimbursement Charges paid by Developer through development of property.
2 District previously collected Local Facility Charge and will pay reimbursement charge.
RESOLUTION OF THE BOARD OF COMMISSIONERS OF SAMMAMISH PLATEAU WATER AND SEWER DISTRICT, KING COUNTY, WASHINGTON, AUTHORIZING AND APPROVING A SEWER LATECOMER REIMBURSEMENT AGREEMENT FOR THE LANCASTER 223RD PROJECT.

WHEREAS, the Sammamish Plateau Water and Sewer District ("District") is a duly organized water and sewer district under the laws of the State of Washington, and is empowered to furnish both water and sewer service to property owners within or without the District in the manner provided by law; and

WHEREAS, the Board of Commissioners of Sammamish Plateau Water and Sewer District approved the application by Big Rock Vista, LLC ("Developer") for a Developer Extension Agreement by Initial Resolution Number 4544 dated the 21st day of December 2015 for the project known as Lancaster 223rd and a portion of the sewer facilities were constructed on property and/or in right-of-way other than within the boundaries of the Developer’s project; and

WHEREAS, pursuant to RCW 57.22.020, the Developer is entitled to latecomer reimbursement from the owners of properties that are adjacent to and may connect to or use the sewer facilities which the Developer installed upon any such connection; and the District having notified such property owners of such proposed latecomer reimbursement agreement via certified mail; and

WHEREAS, such proposed latecomer reimbursement agreement is attached hereto as Exhibit A (the “Reimbursement Agreement”) and the District Board of Commissioners having considered the public comments received and the recommendations of District staff and the District’s legal counsel regarding the proposed approval of the Reimbursement Agreement; now, therefore,

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

1. The recitals set forth above are hereby adopted as if set forth in full herein.

2. The Reimbursement Agreement is hereby approved and the District General Manager is hereby authorized and directed to execute the Agreement on behalf of the District.

3. District Staff is authorized and directed to have the fully executed Reimbursement Agreement recorded with the King County Office of Records and Elections as required by law.
**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 17th day of July 2023.

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

<table>
<thead>
<tr>
<th>Approved</th>
<th>Lloyd Warren, President and Commissioner</th>
</tr>
</thead>
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<td>Ryika Hooshangi, Vice President and Commissioner</td>
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<td>Tom Harman, Commissioner</td>
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EXHIBIT A
SAMMAMISH PLATEAU WATER & SEWER DISTRICT
REIMBURSEMENT AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of __________, ____, ("Effective Date") between the Sammamish Plateau Water & Sewer District, a municipal corporation ("District") and ____________________________ ("Developer").

RECITALS:

A. District is a duly organized water and sewer district under the laws of the State of Washington, and is empowered to furnish both water and sewer service, to property owners within or without the District in the manner provided by law; and

B. Developer previously entered into a Developer Extension Agreement ("DEA") dated the _____ day of __________________, ____, for the construction and installation of water and/or sewer extensions to serve Developer's property which is described on Exhibit "A" attached hereto; Developer completed installation of such extensions in accordance with the terms of the DEA, portions of which make utility service available to real property other than the Developer's property within (and without) the District hereinafter known as the benefited properties ("Benefited Properties"), described on Exhibit "B" attached hereto; the owners of such Benefited Properties have not contributed to the cost of the extensions ("Extension Facilities") installed by Developer; and Developer is entitled to reimbursement from real property owners seeking connection to or use of such Extension Facilities for the cost of such Extension Facilities in excess of Developer's pro rata share therefor which costs have been determined as set forth below; and

C. District will collect charges from the owners of Benefited Properties within (and without) the District connecting to or using the Extension Facilities; and such charges are the sole source of funds for the District from which reimbursement to Developer can and will be made, as and when the same are collected; and

D. District is authorized to enter into a reimbursement agreement with Developer under the provisions of Chapter 57.22 RCW; and the parties desire to enter into a written reimbursement agreement ("Agreement") with reference to the foregoing matter, now, therefore,

IN CONSIDERATION of the following terms and conditions, the District and the Developer agree as follows:

1. Records/Costs. After completion of the construction of the Extension Facilities, Developer will certify to the District the final design, engineering, construction and restoration costs incurred by Developer in constructing the Extension Facilities and submit such supporting vouchers, invoices and other data as the District may require to substantiate the certified costs. The executed, notarized Agreement, all exhibits, and all supporting documentation must be submitted to the District before the Extension Facilities will be accepted by the District. Any changes or additional information requested by the District must be submitted to the District within 21 days of District notification to the Developer. District reserves the right to approve or reject the certified costs as reasonable and subject to reimbursement. The District shall allocate the cost of the Extension Facilities among Developer's property and the Benefited Properties on a pro rata share basis. However, the District reserves the right to allocate such costs in any manner conforming with applicable law and the policies of the District.
2. **Charges.** District shall require owner(s) of the Benefited Property to pay a reimbursement charge determined in accordance with the terms of this Agreement. The reimbursement charge shall be payable in total at the time of such owner's connection to or use of the Extension Facilities. The amount of such reimbursement charge to be collected prior to such connection is set forth on Exhibit "C" attached hereto; such charges may include, but are not limited to, pro rata share of District legal, engineering, administrative, set-up, handling and actual costs of the Extension Facilities. Such reimbursement charges shall be in addition to all other District charges in effect at the time of seeking connection to such Extension Facilities. Upon application by Benefited Property owners, the District may further segregate reimbursement charges attributed to property connecting to the Extension Facilities. All costs of such segregation shall be borne by the party requesting such segregation.

3. **Developer Charge.** The District shall deduct the sum of $150.00 ("Developer Charge") for each reimbursement payment received before the Developer shall be entitled to receive the balance of such payment. Such base fee and charges herein described shall be collected by the District for costs and expenses incurred in connection with the administration of this Agreement.

4. **Recording, Liens.** This Agreement shall be recorded in the office of the King County Auditor, King County, Washington, upon execution by the District and the Developer. Such Agreement shall constitute a lien and record notice upon the property described in Exhibit "B" not contributing to the original cost of the Extension Facilities installed by Developer under the provisions hereof and shall be binding upon the present owner thereof, and all successors and assigns to those respective parties in accordance with Chapter 57.22 RCW. When paid by any party seeking connection to the Extension Facilities, the lien shall be satisfied and discharged of record. Developer hereby appoints the Secretary of the Board of Commissioners, or his/her successor, as its attorney-in-fact, to prepare, execute and file for record with the King County Recorder a document appropriate to cancel and release the lien, charge or obligation of the Benefited Property owner paying the reimbursement amount to District, which will describe with particularity the property so connecting and paying the reimbursement amount, and thereupon this agreement shall no longer apply to such property. This appointment as attorney-in-fact is irrevocable during the existence of this Agreement.

5. **Developer Contact Information:** The Developer shall provide the District with contact information ("Contact Location"). The initial Contact Location shall be provided as follows:

Contact Information and Address for Receipt of Reimbursement Funds

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Zach Fencel</td>
<td>2630 116th Ave NE Ste 101</td>
</tr>
<tr>
<td>Terra Ness C Big Rock Itch LLC</td>
<td>Bellevue, WA 98004</td>
</tr>
</tbody>
</table>

<table>
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<tr>
<th>Telephone/FAX</th>
</tr>
</thead>
<tbody>
<tr>
<td>425-522-8844</td>
</tr>
</tbody>
</table>
The Developer shall inform the District, in writing, of their current Contact Location every two years plus sixty (60) days from the Effective Date ("Contact Update Dates"), or sooner of company name, address, or telephone number for the receipt of reimbursement funds.

If the Developer fails to submit their current Contact Location to the District at least every two years plus sixty (60) days from the Contact Update Dates noted above the District may terminate the right of the Developer to receive any reimbursement charges collected by the District after such Contact Update Date as described in Section 7 of this Agreement.

The notification of current Developer Contact Location shall be sent to the District at the following address, unless the District provides written notification to Developer of a change in District address as follows.

District Contact Information

General Manager
Sammamish Plateau Water and Sewer District
1510 – 228th Avenue SE
Sammamish, WA 98075
(425) 392-6256

6. Payment Procedure. The District will pay any reimbursement charges collected to Developer, less the Developer Charge, within sixty (60) days following receipt thereof; District to follow its established procedures of depositing such funds received with the King County Treasurer and drawing upon the same and making payment by King County Treasurer warrant in the manner provided by law. The District shall forward reimbursement funds referenced herein to Developer at the address provided by the Developer as their Contact Location.

As a condition of receiving such reimbursement funds, Developer shall execute a receipt to the District for such reimbursement amounts so paid upon the receipt form provided by District. Such form shall include the name of the Benefiting Property owner making payment of such amount to the District and the legal description of the Benefited Property connecting to the Extension Facilities.

In the event of a dispute as to the rightful party to receive such funds, the District may pay the same to the Developer referenced herein or interplead such funds to the court; in either event, District shall thereupon be relieved of any further obligation or of liability hereunder as to such reimbursement funds so paid.

7. Termination of Developer’s Right to Receive Reimbursement. In the event the District collects reimbursement charges from owners of Benefited Property and the Developer has failed to comply with the requirements of Section 5 of this Agreement, the District will attempt to contact the Developer by mail at their most recent Contact Location and request the Developer provide, within 60 days from the date of mailing of the request, written confirmation and update of their current Contact Location. If the Developer fails to submit an Updated Contact Location within the 60-day period, the right of the Developer to receive reimbursement charges collected by the District shall terminate, and any reimbursement charges collected by the District following the Contact Update Date shall be collected and retained by the District and deposited in the District’s capital fund for expenditure by the District.

REIMBURSEMENT AGREEMENT - Page 3
2014 Reimbursement Agreement.docx
8. **Term.** This Agreement shall remain effective for a period of fifteen (15) years from the date set forth on page one (1) of this Agreement as to any Benefited Property for which a connection application is submitted to the District during such fifteen (15) year term. Developer shall have no further claim as to monies collected from any Benefited Properties after the expiration of the fifteen (15) year term.

9. **Agreement Implementation.** The District will use its best efforts to collect and distribute the reimbursement funds pursuant to the process set forth in this Agreement. However, the District, its officials, employees or agents shall not be held liable or responsible for failure to implement any of the provisions of this Agreement unless such failure is willful or intentional.

10. **General.** All exhibits referred to herein are by this reference made a part hereof as though set forth in full. This Agreement is binding upon the heirs, executors, administrators, successors and assigns, of each of the parties hereto.

11. **Assignment.** The Developer shall not assign its rights and obligations under this Agreement without the prior written consent of the District. In the event of an assignment, such person or entity shall be referred to as the “Developer” or “Developer’s Assigns”.

12. **Effective Date.** This Agreement shall be effective upon the date set forth on page one (1) of this Agreement (“Effective Date”).

**SAMMAMISH PLATEAU WATER & SEWER DISTRICT (“District”)**

By ____________________________

Its ____________________________

**Big Rock Vista LLC**

(“Developer”)

By ____________________________

Its Land Development Manager
STATE OF WASHINGTON )
    ) ss.
COUNTY OF KING )
    
I certify that I know or have satisfactory evidence that
__________________________ is the person who appeared before me, and said person
acknowledged that they signed this instrument, on oath stated that they were authorized to
execute the instrument and acknowledged it as the __________________________ of Big Rock Vista, LLC
Land Construction Manager of Big Rock Vista, LLC to be the free and voluntary act of such corporation
for the uses and purposes mentioned in the instrument.

Dated 06/09/2023

________________________
Notary Public in and for the State of Washington,
residing at Seattle, WA
My Appointment Expires 04-30-24

STATE OF WASHINGTON )
    ) ss.
COUNTY OF KING )
    
I certify that I know or have satisfactory evidence that
__________________________ is the person who appeared before me, and said person
acknowledged that they signed this instrument, on oath stated that they were 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 ________________

Notary Public in and for the State of Washington,
residing at

My Appointment Expires _______
EXHIBIT A
LEGAL DESCRIPTION OF DEVELOPER'S PROPERTY

ALL LOCATED IN SECTION 04, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY WASHINGTON, AS Follows

TAX PARCEL: 0424069165
POR OF STR NE 1/4 04-24-06 DAF - NORTH 582.94 FT OF W 1/2 OF W 1/2 OF E 1/2 OF SW 1/4 OF NE 1/4 AS MEAS PRPDIC TO NORTH LN THOF IN SD SEC TGW SOUTH 15.00 FT OF NORTH 582.94 FT AS MEAS PRPDIC TO NORTH LN THOF OF E 1/2 OF W 1/2 OF E 1/2 OF SD SW 1/4 OF NE 1/4 TGW NORTH 567.94 FT OF E 1/2 OF W 1/2 OF E 1/2 OF SW 1/4 OF NE 1/4 AS MEAS PRPDIC TO NORTH LN THOF IN SD SEC LESS THAT POR NORTH OF THE SOUTH 240.00 FT OF THE ABOVE DESC LANDS -- AKA "PARCEL A" OF KING COUNTY B.L.A. NO L95L0130 REC NO 9511290903

TAX PARCEL: 0424069167
POR OF STR NE 1/4 04-24-06 DAF - NORTH 582.94 FT OF W 1/2 OF W 1/2 OF E 1/2 OF SW 1/4 OF NE 1/4 AS MEAS PRPDIC TO NORTH LN THOF IN SD SEC TGW SOUTH 15.00 FT OF NORTH 582.94 FT AS MEAS PRPDIC TO NORTH LN THOF OF E 1/2 OF W 1/2 OF E 1/2 OF SD SW 1/4 OF NE 1/4 TGW NORTH 567.94 FT OF E 1/2 OF W 1/2 OF E 1/2 OF SW 1/4 OF NE 1/4 AS MEAS PRPDIC TO NORTH LN THOF IN SD SEC LESS SOUTH 240.00 FT OF THE ABOVE DESC LANDS -- AKA "PARCEL B" OF KING COUNTY B.L.A. NO L95L0130 REC NO 9511290903

TAX PARCEL: 0424069168
E 1/2 OF W 1/2 OF E 1/2 OF SW 1/4 OF NE 1/4 LESS N 597.94 FT

TAX PARCEL: 0424069170
E 1/4 OF SW 1/4 OF NE 1/4 LESS N 582.94 FT

REIMBURSEMENT AGREEMENT - Page 6
2014 Reimbursement Agreement.docx
EXHIBIT B
DESCRIPTION OF REIMBURSEMENT

042406-9166
1329 223RD AVE SE
W HALF W HALF E HALF SW QTR NE QTR STR 04-24-06; EXC N 582.94 FT THEREOF MEASURED PERPENDICULA TO N LINE OF SAID SUBDIVISION

042406-9168
1589 223RD AVE SE
E 1/2 OF W 1/2 OF E 1/2 OF SW 1/4 OF NE 1/4 LESS N 597.94 FT

042406-9040
1601 223RD AVE SE
LOT B SAMMAMISH BLA# BLA 2001-003 REC #20010221900004 SD BLA DAF - N 615.88 FT OF E 1/2 OF W 1/2 OF E 1/2 OF NW 1/4 OF SE 1/4

042406-9251
1604 223RD AVE SE
LOT 4 KC SHORT PLAT 883011 REC NO 8505080576 SD PLAT DAF - N 630.88 FT OF E 1/2 OF E 1/2 OF NW 1/4 OF SE 1/4

042406-9169
1234 LANCASTER WAY SE
LOT 2 OF KC SHORT PLAT NO S89S0080 RECORDING NO 9103149008 SAID SHORT PLAT DAF - N 582.94 FT MEAS PRPDIC TO N LN OF E 1/2 OF E 1/2 OF SW 1/4 OF NE1/4

042406-9257
1210 LANCASTER WAY SE
LOT 1 OF KC SHORT PLAT NO S89S0080 RECORDING NO 9103149008 SAID SHORT PLAT DAF - N 582.94 FT MEAS PRPDIC TO N LN OF E 1/2 OF E 1/2 OF SW 1/4 OF NE1/4
EXHIBIT C
LATECOMER REIMBURSEMENT CHARGE
Lancaster 223rd

Total cost for sewer mains = $1,455,092.23
Total Lots = 25
Cost per Lot = $58,203.69

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<tr>
<td>0424069170</td>
<td>BIG ROCK VISTA LLC</td>
<td>$1,105,870.09</td>
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Total $1,455,092.23 $232,814.76

Notes:
1 Latecomer Reimbursement Charges paid by Developer through development of property.
2 Latecomer Reimbursement Charges waived by Developer
3 District previously collected Local Facility Charge and will pay reimbursement charge.
* Properties subject to additional Latecomer Reimbursement Charges relating to the Lancaster 223rd Sewer Lift Station
RESOLUTION OF THE BOARD OF COMMISSIONERS OF SAMMAMISH PLATEAU WATER AND SEWER DISTRICT, KING COUNTY, WASHINGTON, AUTHORIZING AND APPROVING A LIFT STATION LATECOMER REIMBURSEMENT AGREEMENT FOR THE LANCASTER 223RD PROJECT.

WHEREAS, the Sammamish Plateau Water and Sewer District (“District”) is a duly organized water and sewer district under the laws of the State of Washington, and is empowered to furnish both water and sewer service to property owners within or without the District in the manner provided by law; and

WHEREAS, the Board of Commissioners of Sammamish Plateau Water and Sewer District approved the application by Big Rock Vista, LLC (“Developer”) for a Developer Extension Agreement by Initial Resolution Number 45 dated the 21st day of December 2015 for the project known as Lancaster 223rd and a sewer lift station was constructed; and

WHEREAS, pursuant to RCW 57.22.020, the Developer is entitled to latecomer reimbursement from the owners of properties that may connect to or use the sewer facilities which the Developer installed upon any such connection; and the District having notified such property owners of such proposed latecomer reimbursement agreement via certified mail; and

WHEREAS, such proposed latecomer reimbursement agreement is attached hereto as Exhibit A (the “Reimbursement Agreement”) and the District Board of Commissioners having considered the public comments received and the recommendations of District staff and the District’s legal counsel regarding the proposed approval of the Reimbursement Agreement; now, therefore,

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

1. The recitals set forth above are hereby adopted as if set forth in full herein.

2. The Reimbursement Agreement is hereby approved and the District General Manager is hereby authorized and directed to execute the Agreement on behalf of the District.

3. District Staff is authorized and directed to have the fully executed Reimbursement Agreement recorded with the King County Office of Records and Elections as required by law.
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 17th day of July 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

Resolution No. __________
EXHIBIT A
SAMMAMISH PLATEAU WATER & SEWER DISTRICT
REIMBURSEMENT AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, ("Effective Date") between the Sammamish Plateau Water & Sewer District, a municipal corporation ("District") and ________________________________ ("Developer").

RECITALS:

A. District is a duly organized water and sewer district under the laws of the State of Washington, and is empowered to furnish both water and sewer service, to property owners within or without the District in the manner provided by law; and

B. Developer previously entered into a Developer Extension Agreement ("DEA") dated the _____ day of ________________, _____, for the construction and installation of water and/or sewer extensions to serve Developer's property which is described on Exhibit "A" attached hereto; Developer completed installation of such extensions in accordance with the terms of the DEA, portions of which make utility service available to real property other than the Developer's property within (and without) the District hereinafter known as the benefited properties ("Benefited Properties"), described on Exhibit "B" attached hereto; the owners of such Benefited Properties have not contributed to the cost of the extensions ("Extension Facilities") installed by Developer; and Developer is entitled to reimbursement from real property owners seeking connection to or use of such Extension Facilities for the cost of such Extension Facilities in excess of Developer's pro rata share therefor which costs have been determined as set forth below; and

C. District will collect charges from the owners of Benefited Properties within (and without) the District connecting to or using the Extension Facilities; and such charges are the sole source of funds for the District from which reimbursement to Developer can and will be made, as and when the same are collected; and

D. District is authorized to enter into a reimbursement agreement with Developer under the provisions of Chapter 57.22 RCW; and the parties desire to enter into a written reimbursement agreement ("Agreement") with reference to the foregoing matter, now, therefore,

IN CONSIDERATION of the following terms and conditions, the District and the Developer agree as follows:

1. Records/Costs. After completion of the construction of the Extension Facilities, Developer will certify to the District the final design, engineering, construction and restoration costs incurred by Developer in constructing the Extension Facilities and submit such supporting vouchers, invoices and other data as the District may require to substantiate the certified costs. The executed, notarized Agreement, all exhibits, and all supporting documentation must be submitted to the District before the Extension Facilities will be accepted by the District. Any changes or additional information requested by the District must be submitted to the District within 21 days of District notification to the Developer. District reserves the right to approve or reject the certified costs as reasonable and subject to reimbursement. The District shall allocate the cost of the Extension Facilities among Developer's property and the Benefited Properties on a pro rata share basis. However, the District reserves the right to allocate such costs in any manner conforming with applicable law and the policies of the District.

REIMBURSEMENT AGREEMENT - Page 1
2014 Reimbursement Agreement.docx
2. **Charges.** District shall require owner(s) of the Benefited Property to pay a reimbursement charge determined in accordance with the terms of this Agreement. The reimbursement charge shall be payable in total at the time of such owner's connection to or use of the Extension Facilities. The amount of such reimbursement charge to be collected prior to such connection is set forth on Exhibit "C" attached hereto; such charges may include, but are not limited to, pro rata share of District legal, engineering, administrative, set-up, handling and actual costs of the Extension Facilities. Such reimbursement charges shall be in addition to all other District charges in effect at the time of seeking connection to such Extension Facilities. Upon application by Benefited Property owners, the District may further segregate reimbursement charges attributed to property connecting to the Extension Facilities. All costs of such segregation shall be borne by the party requesting such segregation.

3. **Developer Charge.** The District shall deduct the sum of $150.00 (“Developer Charge”) for each reimbursement payment received before the Developer shall be entitled to receive the balance of such payment. Such base fee and charges herein described shall be collected by the District for costs and expenses incurred in connection with the administration of this Agreement.

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5. **Developer Contact Information:** The Developer shall provide the District with contact information (“Contact Location”). The initial Contact Location shall be provided as follows:

Contact Information and Address for Receipt of Reimbursement Funds

**Zach Feal**

(Printed Name of Developer’s Representative)

**Terrance Hines (Big Rock Vista LLC)**

(Company Name)

**2630 116th Ave NE Ste 101**

(Mailing Address)

**Bellevue**

(City, State, Zip code)

**WA 98004**

(Telephone/FAX) 425-822-9849

REIMBURSEMENT AGREEMENT - Page 2

2014 Reimbursement Agreement.docx
The Developer shall inform the District, in writing, of their current Contact Location every two years plus sixty (60) days from the Effective Date ("Contact Update Dates"), or sooner of company name, address, or telephone number for the receipt of reimbursement funds.

If the Developer fails to submit their current Contact Location to the District at least every two years plus sixty (60) days from the Contact Update Dates noted above the District may terminate the right of the Developer to receive any reimbursement charges collected by the District after such Contact Update Date as described in Section 7 of this Agreement.

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General Manager
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1510 – 228th Avenue SE
Sammamish, WA 98075
(425) 392-6256

6. Payment Procedure. The District will pay any reimbursement charges collected to Developer, less the Developer Charge, within sixty (60) days following receipt thereof, District to follow its established procedures of depositing such funds received with the King County Treasurer and drawing upon the same and making payment by King County Treasurer warrant in the manner provided by law. The District shall forward reimbursement funds referenced herein to Developer at the address provided by the Developer as their Contact Location.

As a condition of receiving such reimbursement funds, Developer shall execute a receipt to the District for such reimbursement amounts so paid upon the receipt form provided by District. Such form shall include the name of the Benefiting Property owner making payment of such amount to the District and the legal description of the Benefited Property connecting to the Extension Facilities.

In the event of a dispute as to the rightful party to receive such funds, the District may pay the same to the Developer referenced herein or interplead such funds to the court; in either event, District shall thereupon be relieved of any further obligation or of liability hereunder as to such reimbursement funds so paid.

7. Termination of Developer’s Right to Receive Reimbursement. In the event the District collects reimbursement charges from owners of Benefited Property and the Developer has failed to comply with the requirements of Section 5 of this Agreement, the District will attempt to contact the Developer by mail at their most recent Contact Location and request the Developer provide, within 60 days from the date of mailing of the request, written confirmation and update of their current Contact Location. If the Developer fails to submit an Updated Contact Location within the 60-day period, the right of the Developer to receive reimbursement charges collected by the District shall terminate, and any reimbursement charges collected by the District following the Contact Update Date shall be collected and retained by the District and deposited in the District’s capital fund for expenditure by the District.
8. **Term.** This Agreement shall remain effective for a period of fifteen (15) years from the date set forth on page one (1) of this Agreement as to any Benefited Property for which a connection application is submitted to the District during such fifteen (15) year term. Developer shall have no further claim as to monies collected from any Benefited Properties after the expiration of the fifteen (15) year term.

9. **Agreement Implementation.** The District will use its best efforts to collect and distribute the reimbursement funds pursuant to the process set forth in this Agreement. However, the District, its officials, employees or agents shall not be held liable or responsible for failure to implement any of the provisions of this Agreement unless such failure is willful or intentional.

10. **General.** All exhibits referred to herein are by this reference made a part hereof as though set forth in full. This Agreement is binding upon the heirs, executors, administrators, successors and assigns, of each of the parties hereto.

11. **Assignment.** The Developer shall not assign its rights and obligations under this Agreement without the prior written consent of the District. In the event of an assignment, such person or entity shall be referred to as the “Developer” or “Developer’s Assigns”.

12. **Effective Date.** This Agreement shall be effective upon the date set forth on page one (1) of this Agreement (“Effective Date”).

---

**SAMMAMISH PLATEAU WATER & SEWER DISTRICT ("District")**

By ________________________________

Its ________________________________

**Big Rock Vista LLC**

("Developer")

By ________________________________

Its ________________________________

---

**Land Construction Manager**
STATE OF WASHINGTON )
COUNTY OF KING ) ss.

I certify that I know or have satisfactory evidence that

Zach Fendel

is the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the Land Construction Manager of Big Rock Vista, LLC to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated 06/09/2023

Notary Public in and for the State of Washington, residing at Seattle, WA

My Appointment Expires 04-30-24

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 they signed this instrument, on oath stated that they were 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 ____________________

Notary Public in and for the State of Washington, residing at

My Appointment Expires _______
EXHIBIT A
LEGAL DESCRIPTION OF DEVELOPER'S PROPERTY

ALL LOCATED IN SECTION 04, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY WASHINGTON, AS FOLLOWS

TAX PARCEL: 0424069165
POR OF STR NE 1/4 04-24-06 DAF - NORTH 582.94 FT OF W 1/2 OF W 1/2 OF E 1/2 OF SW 1/4 OF NE 1/4 AS MEAS PRPDIC TO NORTH LN THOF IN SD SEC TGW SOUTH 15.00 FT OF NORTH 582.94 FT AS MEAS PRPDIC TO NORTH LN THOF OF E 1/2 OF W 1/2 OF E 1/2 OF SD SW 1/4 OF NE 1/4 TGW NORTH 567.94 FT OF E 1/2 OF W 1/2 OF E 1/2 OF SW 1/4 OF NE 1/4 AS MEAS PRPDIC TO NORTH LN THOF IN SD SEC LESS THAT POR NORTH OF THE SOUTH 240.00 FT OF THE ABOVE DESC LANDS -- AKA "PARCEL A" OF KING COUNTY B.L.A. NO L95L0130 REC NO 9511290903

TAX PARCEL: 0424069167
POR OF STR NE 1/4 04-24-06 DAF - NORTH 582.94 FT OF W 1/2 OF W 1/2 OF E 1/2 OF SW 1/4 OF NE 1/4 AS MEAS PRPDIC TO NORTH LN THOF IN SD SEC TGW SOUTH 15.00 FT OF NORTH 582.94 FT AS MEAS PRPDIC TO NORTH LN THOF OF E 1/2 OF W 1/2 OF E 1/2 OF SD SW 1/4 OF NE 1/4 TGW NORTH 567.94 FT OF E 1/2 OF W 1/2 OF E 1/2 OF SW 1/4 OF NE 1/4 AS MEAS PRPDIC TO NORTH LN THOF IN SD SEC LESS SOUTH 240.00 FT OF THE ABOVE DESC LANDS -- AKA "PARCEL B" OF KING COUNTY B.L.A. NO L95L0130 REC NO 9511290903

TAX PARCEL: 0424069168
E 1/2 OF W 1/2 OF E 1/2 OF SW 1/4 OF NE 1/4 LESS N 597.94 FT

TAX PARCEL: 0424069170
E 1/4 OF SW 1/4 OF NE 1/4 LESS N 582.94 FT

REIMBURSEMENT AGREEMENT - Page 6
2014 Reimbursement Agreement.docx
EXHIBIT B
DESCRIPTION OF REIMBURSEMENT

042406-9166
1329 223RD AVE SE
W HALF W HALF E HALF SW QTR NE QTR STR 04-24-06; EXC N 582.94 FT THEREOF MEASURED PERPENDICULA TO N LINE OF SAID SUBDIVISION

042406-9168
1589 223RD AVE SE
E 1/2 OF W 1/2 OF E 1/2 OF SW 1/4 OF NE 1/4 LESS N 597.94 FT

042406-9040
1601 223RD AVE SE
LOT B SAMMAMISH BLA# BLA 2001-003 REC #20010221900004 SD BLA DAF - N 615.88 FT OF E 1/2 OF W 1/2 OF E 1/2 OF NW 1/4 OF SE 1/4

042406-9251
1604 223RD AVE SE
LOT 4 KC SHORT PLAT 883011 REC NO 8505080576 SD PLAT DAF - N 630.88 FT OF E1/2 OF E 1/2 OF NW 1/4 OF SE 1/4

042406-9169
1234 LANCASTER WAY SE
LOT 2 OF KC SHORT PLAT NO S89S0080 RECORDING NO 9103149008 SAID SHORT PLAT DAF - N 582.94 FT MEAS PRPDIC TO N LN OF E 1/2 OF E 1/2 OF SW 1/4 OF NE1/4

042406-9257
1210 LANCASTER WAY SE
LOT 1 OF KC SHORT PLAT NO S89S0080 RECORDING NO 9103149008 SAID SHORT PLAT DAF - N 582.94 FT MEAS PRPDIC TO N LN OF E 1/2 OF E 1/2 OF SW 1/4 OF NE1/4

417870-0100
912 LANCASTER WAY SE
LOT 10 LANCASTER RIDGE TGW UND INT IN TRACT A

417870-0090
924 LANCASTER WAY SE
LOT 9 LANCASTER RIDGE TGW UND INT IN TRACT A

417870-0080
1026 LANCASTER WAY SE
LOT 8 LANCASTER RIDGE TGW UND INT IN TRACT A

417870-0070
1130 LANCASTER WAY SE
EXHIBIT B
DESCRIPTION OF REIMBURSEMENT

LOT 7 LANCASTER RIDGE TGW UND INT IN TRACT A

417870-0050
1009 LANCASTER WAY SE
LOT 5 LANCASTER RIDGE TGW UND INT IN TRACT A

417870-0060
1025 LANCASTER WAY SE
LOT 6 LANCASTER RIDGE TGW UND INT IN TRACT A

042406-9230
1603 223RD AVE SE
LOT 1 KC SHORT PLAT NO 1080100 REC NO 8106170311 SD PLAT DAF - N 630.88 FT AS MEAS PRP DIC TO N LN THOF OF W 1/2 OF W 1/2 OF E 1/2 OF NW 1/4 OF SE 1/4 TGW S 15 FT OF N 630.88 FT OF E 1/2 OF W 1/2 OF E 1/2 OF NW 1/4 OF SE 1/4 AS MEAS PRP DIC TO N LN THOF

042406-9281
1699 223RD AVE SE
LOT 1 SAMMAMISH SP# PLN2010-00015 REC# 201208289000008 SD SP DAF- LOT A SAMMAMISH BLA 2001-003 REC# 200102219000004 BEING N 615.88 FT OF E 1/2 OF W 1/2 OF E 1/2 OF NW 1/4 OF SE 1/4

042406-9282
1709 223RD AVE SE
LOT 2 SAMMAMISH SP# PLN2010-00015 REC# 201208289000008 SD SP DAF- LOT A SAMMAMISH BLA 2001-003 REC# 200102219000004 BEING N 615.88 FT OF E 1/2 OF W 1/2 OF E 1/2 OF NW 1/4 OF SE 1/4

042406-9250
1710 223RD AVE SE
LOT 3 KC SHORT PLAT 883011 REC NO 8505080576 SD PLAT DAF - N 630.88 FT OF E1/2 OF E 1/2 OF NW 1/4 OF SE 1/4

417870-0110
832 LANCASTER WAY SE
LOT 11 LANCASTER RIDGE TGW UND INT IN TRACT A

417870-0120
828 LANCASTER WAY SE
LOT 12 LANCASTER RIDGE TGW UND INT IN TRACT A

417870-0010
827 LANCASTER WAY SE
LOT 1 LANCASTER RIDGE TGW UND INT IN TRACT A
EXHIBIT B
DESCRIPTION OF REIMBURSEMENT

417870-0020
1003 221ST AVE SE
LOT 2 LANCASTER RIDGE TGW UND INT IN TRACT A

417870-0030
1011 221ST AVE SE
LOT 3 LANCASTER RIDGE TGW UND INT IN TRACT A

417870-0040
1017 221ST AVE SE
LOT 4 LANCASTER RIDGE TGW UND INT IN TRACT A

042406-9019
1516 220TH AVE SE
W 1/2 OF SW 1/4 OF NE 1/4
EXHIBIT C (Lift Station)  
LATECOMER REIMBURSEMENT CHARGE  
Lancaster 223rd

Total Lift Station Sewer Cost = $1,515,767.40  
Total Estimated Equivalent Residential Unit (ERU's) = 88  
Cost per ERU = $17,224.63

<table>
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<tr>
<th>Tax Lot</th>
<th>Site Address</th>
<th>Acres</th>
<th>Zoning</th>
<th>Estimated ERU's</th>
<th>Parcel's Estimated Share</th>
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<td></td>
<td>$327,267.96</td>
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Note: Latecomer Reimbursement Charges to be assessed based on actual ERU's connected to sewer.
1 Latecomer Reimbursement Charges paid by Developer through development of property.
2 Developer waiving 1 ERU for connection of property.
3 Estimated Equivalent Residential Units (ERU'S) based on current water meter size for the property.
Active Agenda
Item C

Louis Thompson Sewer ULID Petition and Project Report
INTRODUCTION:
The City of Sammamish is proceeding with a project to install stormwater facilities and other road improvements along Louis Thompson Road. In conjunction with the City of Sammamish project relocation of existing District water facilities along Louis Thompson is also proceeding.

Today, District staff is verifying the results of the ULID petition project, and requesting discussion on the status of the potential sewer project in Louis Thompson Road.

POLICY:
11/21/2022: Board approved funding for design of the sewer in Louis Thompson Road.

2022 Wastewater Comprehensive Plan Policy Section 6.7.2
   • 6.7.2.1 Support Sewer Extensions when Funds Available for
      • a. Transition customers (septic to sewer), especially in fully developed areas.
      • b. Interagency projects providing an opportunity for significantly reduced project costs for transition customers.

BACKGROUND:
The City of Sammamish project extends in Louis Thompson Road from East Lake Sammamish Pkwy to 210th Pl SE.

The portion of the proposed Louis Thompson Area Sewer project in Louis Thompson Road includes:
   • Louis Thompson Road from the existing sewer at 205th Ave NE to 208th Ave NE.
     This section has identified as a Critical Link project in the Wastewater Comprehensive Plans since 2003.
   • Louis Thompson Road from 208th Ave to Main Street.

Starting in June 2022, the District engaged with the neighborhood regarding extension of the sewer in Louis Thompson Road, and into the side streets off Louis Thompson Road. The most recent effort was to form a petition based ULID for extension of sewer service.

ULID by Petition:
The ULID by Petition area included 87 properties. The District received petitions from 12 properties representing 13.6% of the area within the ULID boundary. The District Board may sign petitions for an additional 9 properties based on recorded Agreements that would add an additional 7% of area, bringing the total area represented to 20.6%. Formation of a ULID based on petitions requires a minimum of 51% of the area, which was not met.
BUDGET STATUS:

Sewer Design Consultant
As approved at the Board’s February 6, 2023 meeting, the District hired KPG Psomas, Inc. to complete both the water main replacement design and the sewer design within Louis Thompson Road. The portion of the sewer design contract was for $192,456. The sewer design has reached 50% design level, and is scheduled to be completed by September 2023.

Sewer Design Services $192,456.00
Expended through June 2023 $22,882.50
Contract Amount Remaining $169,574.50

Construction Cost Estimates
The estimated cost of construction for the sewer main in Louis Thompson Road, provided by KPG based on the 10% design, is as follows: This construction cost is based on the work done in conjunction with the City of Sammamish Project, and is for the scope shown as the Sewer Design Area on the map.

**Estimate for Work done in Conjunction with City of Sammamish Project**
- Critical Link 205th to 208th Ave NE – 1,840 Lineal Feet $1,688,000.00
- 208th Ave NE to Main St – 730 Lineal Feet $636,000.00
- Total Sewer $2,324,000.00

District staff completed a revised cost estimate if the work is delayed until after completion of the City’s project. Increases in costs are due to not sharing in costs such as road restoration and paving, and
needing to work around the facilities installed with the City’s project. The revised estimate indicates a cost increase of approximately 40%.

**Estimate for Work done after Completion with City of Sammamish Project** (in 2023 dollars)

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
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<tbody>
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<td>Critical Link 205th to 208th Ave NE –1840 Lineal Feet</td>
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<tr>
<td>208th Ave NE to Main St – 730 Lineal Feet</td>
<td>$998,000.00</td>
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<tr>
<td>Total Sewer</td>
<td>$3,287,000.00</td>
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</table>

**FISCAL IMPACT:**
The installation of sewer in Louis Thompson Road would be funded from the Sewer LFC fund.

Sewer LFC Balance on 4/30/2023: $5,567,603

There are sufficient Sewer LFC funds to pay for installation of the sewer in Louis Thompson Road.

The sewer installation on Louis Thompson road was identified as a critical link due to certain factors:

- Portions of the sewer main only provide service to one side of the road (e.g. along Eden Glen).
- Work in an arterial road can substantially increase the cost of sewer installation, if not done in conjunction with a road project.
- More requests for sewer are received from the Tamarack development than from either Eden View or Eden Creek developments, which must be passed to reach Tamarack.
- Tamarack has smaller lots with older septic systems than the Eden developments.

Delaying the installation of the sewer in Louis Thompson Road will likely delay the installation for many years, possibly decades.

**OPTIONS:**
1. Direct District staff to complete the sewer design and proceed to bidding the project in conjunction with the water main replacement project, to validate estimated project cost, for continued consideration.

OR

2. Direct staff to stop work on the sewer design, and determine to not install the sewer in conjunction with the water main replacement project, due to lack of support for the sewer project by future customers residing in the Louis Thompson sewer area.

**STAFF RECOMMENDATIONS:**
Hold for Board discussion

**ATTACHMENTS:**
- Presentation will be provided at the Board Meeting.
Active Agenda
Item D

Consideration of Civil Rights Policies
to Comply with Federal
Requirements to Access Funding
INTRODUCTION:
In March 2022, Sammamish Plateau Water (SPW) was awarded $1,585,000 through the FY 2022 Community Grant appropriations (Grant). The Grant is administered by the Environmental Protection Agency (EPA). In order to access the funding, recipients are to complete an application for EPA review and approval prior to recipients entering into a grant agreement.

EPA Form 4700-4 “Preaward Compliance Review Report for All Applicants and Recipients Requesting EPA Financial Assistance” (Form) is one of the forms required to be completed as part of the application. In order to be considered in compliance with the nondiscrimination regulatory requirements, SPW must be able to answer “yes” to the following questions on the Form. The following actions needed to be in compliance require Board approval, and are as follows:

- Notice of Non-discrimination
- Designate a civil rights coordinator
- Grievance policy/procedure

SPW entered into a 6-month agreement with EPA on February 21, 2023 to provide SPW time to comply with regulatory requirements without delaying EPA’s processing of SPW’s Grant application.

Compliance is required by August 20, 2023, the end of the 6-month term.

District staff has prepared new Code language for the Board to consider for approval that meets the abovementioned requirements.

In addition, the following administrative actions were taken to meet the regulatory requirements:

- Limited English Proficiency data analysis
- Maintain demographic data on population served
- Contract vendor for translation services:
  - Sign language interpretive services
  - Written/print translation interpretative services
  - Verbal translation interpretative services

OPTIONS:
1. Approve Resolution to adopt the civil rights policies and grievance procedure.
2. Take the policies under further review.

STAFF RECOMMENDATIONS:
District staff recommends to approve the Resolution to adopt the civil rights policies and grievance procedure.

ATTACHMENTS:
- Resolution
RESOLUTION OF THE BOARD OF COMMISSIONERS OF SAMMAMISH PLATEAU WATER AND SEWER DISTRICT, KING COUNTY, WASHINGTON, ADOPTING CIVIL RIGHTS POLICIES AND GRIEVANCE PROCEDURE.

WHEREAS, the Sammamish Plateau Water and Sewer District ("District") affirms to treat the public, employees, prospective employees, appointees, volunteers and contractors in a manner consistent with all applicable civil rights laws and regulations; and

WHEREAS, the District secured a $1.585 million Federal appropriation to mitigate the expense to customers for constructing Per- and Poly-fluoroalkyl Substances ("PFAS") treatment removal; and

WHEREAS, one of the conditions to access the federal funding, the District must adopt certain policies to be considered in compliance with federal civil rights laws and regulations; now, therefore,

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

SECTION 1. Adoption. The policies and procedure related to civil rights, attached as "Exhibit A", are hereby adopted and shall be codified as a new Chapter in under Title 2 of the Code of Resolutions of the Sammamish Plateau Water and Sewer District.

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

SECTION 3. Corrections. Upon approval of the District’s Legal Counsel, the clerk and the codifiers of this Resolution are authorized to make necessary technical corrections to this Resolution, including, without limitation, the correction of clerical errors; references to other local, state, or federal laws, codes, rules, or regulations; or section/subsection numbering.

SECTION 4. Effective Date. The Resolution shall be in full force and effective upon adoption hereof.
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 17th day of July 2023.

Individual Commissioner's Vote on this Resolution:

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<td>Lloyd Warren, President and Commissioner</td>
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<td>Ryika Hooshangi, Vice President and Commissioner</td>
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<td>Tom Harman, Commissioner</td>
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</table>
EXHIBIT A

CHAPTER 2.27. – CIVIL RIGHTS AND NON-DISCRIMINATION

Sec. 2.27.010. – Notice of non-discrimination.

Sammamish Plateau Water and Sewer District does not discriminate on the basis of race, color, national origin, disability, age, or sex in administration of its programs or activities, and, Sammamish Plateau Water and Sewer District does not intimidate or retaliate against any individual or group because they have exercised their rights to participate in actions protected, or oppose action prohibited, by 40 Code of Federal Regulations ("C.F.R.") Parts 5 and 7, or for the purpose of interfering with such rights.

Sec. 2.27.020. – Designation of civil rights coordinator.

A. The District general manager, or the general manager’s designee, are designated as the District civil rights coordinator.

B. The civil rights coordinator is responsible for coordination of compliance efforts and receipt of inquiries concerning non-discrimination requirements implemented by 40 C.F.R. Parts 5 and 7 (Non-discrimination in Programs or Activities Receiving Federal Assistance from the Environmental Protection Agency), including Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title IX of the Education Amendments of 1972; and Section 13 of the Federal Water Pollution Control Act Amendments of 1972 (referred to collectively as the federal non-discrimination laws).

Continues on next page
Sec. 2.27.030. – Grievance procedures.

A. Anyone who believes they have been discriminated against by Sammamish Plateau Water and Sewer District on the grounds of race, color, national origin, disability, age, or sex, or believe they have been retaliated against or intimidated on the same grounds, may file a formal complaint with Sammamish Plateau Water and Sewer District by the described process in subsection (B) of this section.

B. Complaint filing process.

1. Complaints must be filed in writing within 180 business days from the date the incident occurred. A complaint must contain the following information:
   a. Name, address, email, and phone number.
   b. If you are a Sammamish Plateau Water and Sewer District employee and your complaint is about discrimination you experienced at work.
   c. Name of the program or Sammamish Plateau Water and Sewer District employee(s) your complaint concerns.
   d. Description of the alleged discrimination, including the location and date of the event and the basis (race, color, national origin, disability, age, sex, or retaliation).
   e. Signature of the complainant.

2. For job, hiring-related, or all other discrimination complaints, complaints shall be delivered using one of the following methods:
   a. Electronically by emailing: CivilRightsCoordinator@spwater.org
   b. By mail to:
      Civil Rights Coordinator
      Sammamish Plateau Water and Sewer District
      1510 228th Avenue SE; Sammamish, WA 98075

C. Complaint investigation process.

1. The civil rights coordinator will acknowledge receipt of the grievance within 5 business days and shall conduct an investigation of the complaint. This investigation will be thorough, affording all interested persons an opportunity to submit evidence relevant to the complaint. The civil rights coordinator will maintain the files and records relating to such grievances. To the extent possible, and in accordance with applicable law, the civil rights coordinator will take appropriate steps to preserve the confidentiality of files and records.
relating to grievances and will share them only with those who have a need to know.

2. The civil rights coordinator will issue a written decision on the grievance, based on a preponderance of the evidence, after the completion of the investigation, including a notice to the complainant of the findings. The written decision will include whether discrimination is found and the description of the investigation process.

3. The complainant may appeal the decision of the civil rights coordinator to the Board of Commissioners in writing within 10 business days of receiving the civil rights coordinator decision.

4. Within 30 business days of the appeal of the civil rights coordinator’s decision, the Board of Commissioners shall schedule a date for the appeal to be considered by the Board. The complainant shall be notified in advance of the meeting date, in writing.

5. Within 30 business days of the Board meeting, the Board shall issue a written decision, a copy of which shall be provided to the complainant.

D. Legal Complaint

If the complainant is dissatisfied with the District’s handling of the grievance at any stage of the process or does not wish to file a grievance through the Civil Rights Grievance Procedure, the complainant may file a complaint directly with the United States Department of Justice or other appropriate state or federal agency or court. Use of the District’s grievance procedure is not a prerequisite to the pursuit of other remedies.

E. Records Retention

The District’s civil rights coordinator shall maintain all documents on file for civil rights complaints for a period of three (3) years or until the complaint is resolved when any complaint or other action for alleged failure by the District to comply with 40 CFR Parts 5 and/or 7 is brought before the three-year period ends.
Executive Session

Potential Litigation –
RCW 42.30.110(1)(i)
Public Hearing

Water & Sewer General Facility Charges & Local Facility Charges
PUBLIC HEARING AGENDA

ADOPTION OF REVISED
WATER AND SEWER GENERAL FACILITY CHARGES
AND
STANDARD WATER AND SEWER LOCAL FACILITY CHARGES

July 17, 2023 AT 5:30 P.M.

- If you are in person at the meeting, and would like to provide Public Comment, please sign-up to speak.
- If you are attending virtually, you will be provided an opportunity to provide public comment during the public hearing public comment period. 
  Remote meeting access information is on the Regular Board Meeting Agenda for July 17, 2023. Detailed Zoom instructions and guidelines are available at spwater.org/publichearings.
- Written public comment will be accepted until 12:00pm noon on the day of the hearing. Submit written comments by email to administration@spwater.org. Please include “Public Hearing” and the hearing date in the subject field.

I. Call Public Hearing to Order (President Warren)
II. Opening Remarks and Introductions (President Warren)
III. Attorney’s Presentation (Charlotte Archer)
IV. Staff Presentation (Kyle Wong)
   A. Water and Sewer General Facility Charges
   B. Standard Water and Sewer Local Facility Charges
V. Public Comments
   Comments limited to three minutes per person, or if speaking on behalf of an agency or group comments limited to five minutes.
VI. Close Public Comments Portion of Meeting
VII. Board of Commissioners Deliberation
   A. Take the proposed adoption of the General Facility Charges and Standard Local Facility Charges under advisement.
      OR
   B. Propose changes to the General Facility Charges and Standard Local Facility Charges and ask District staff to submit the resulting revised charges for the Board’s review and adoption at a future regular Board meeting.
      OR
   C. Adopt the resolutions approving the proposed General Facility Charges and Standard Local Facility Charges.
VII. Close Public Hearing
INTRODUCTION:
The District is proposing the adoption of revised standard Water and Sewer General Facility Charges (GFCs) and revised standard Water and Sewer Local Facility Charges (LFCs) for customers who connect to new or existing water mains and sewer mains installed in the District.

The Board is requested to consider and adopt updated standard Water and Sewer GFC and LFC connection charge rates by resolution to update the Master Fees and Charges Schedule.

POLICY:

Applicable Sections of the District’s Code
- Sec. 4.30.010. - Water general facility connection charges.
- Sec. 4.30.020. - Sewer general facility connection charges.
- Sec. 4.30.050. - Water standard local facilities charges.
- Sec. 4.30.060. - Sewer standard local facilities charges.

Res. 5032 – Master Fees and Charges Schedule

BACKGROUND:
Rate adjustments to the Water and Sewer LFCs are to be considered in July of each year per Sec. 4.30.050(d) and Sec. 4.30.060(d) of the District’s Code. Adjustments to the Water and Sewer GFCs are normally considered at the same time.

The rate adjustments are either based on a recent specific review of the connection charge or the change in the Seattle Engineering News-Record - construction cost index (ENR-CCI). Additional background on the proposed adjustments for each of the four standard connection charges is included in the attached Engineering Presentation.

OPTIONS:
1. Water General Facility Charges
   A. Take the proposed adoption of the revised Water General Facility Charges under advisement.
      OR
   B. Propose changes to the revised Water General Facility Charges and ask District staff to submit the resulting revised charges for the Board’s review and adoption at a future regular Board meeting.
      OR
   C. Adopt the resolution approving the revised Water General Facility Charges.
2. **Sewer General Facility Charges**
   A. Take the proposed adoption of the revised Sewer General Facility Charges under advisement.
   
   OR

   B. Propose changes to the revised Sewer General Facility Charges and ask District staff to submit
   the resulting revised charges for the Board’s review and adoption at a future regular Board
   meeting.
   
   OR

   C. Adopt the resolution approving the revised Sewer General Facility Charges.

3. **Water Local Facility Charges**
   A. Take the proposed adoption of the revised Water Standard Local Facility Charges under
   advisement.
   
   OR

   B. Propose changes to the revised Water Standard Local Facility Charges and ask District staff to
   submit the resulting revised charges for the Board’s review and adoption at a future regular
   Board meeting.
   
   OR

   C. Adopt the resolution approving the revised Water Standard Local Facility Charges.

4. **Sewer Local Facility Charges**
   A. Take the proposed adoption of the revised Sewer Standard Local Facility Charges under
   advisement.
   
   OR

   B. Propose changes to the revised Sewer Standard Local Facility Charges and ask District staff to
   submit the resulting revised charges for the Board’s review and adoption at a future regular
   Board meeting.
   
   OR

   C. Adopt the resolution approving the revised Sewer Standard Local Facility Charges.

**STAFF RECOMMENDATIONS:**
1. Water GFC: Adopt the resolution approving the revised Water GFC
2. Sewer GFC: Adopt the resolution approving the revised Sewer GFC
3. Water LFC: Adopt the resolution approving the revised Water LFC
4. Sewer LFC: Adopt the resolution approving the revised Sewer LFC

**ATTACHMENTS:**
- Engineering Presentation
- Resolution for Water GFC
- Resolution for Sewer GFC
- Resolution for Water LFC
- Resolution for Sewer LFC
July 17, 2023 GFC and LFC Proposed Increases
Engineering Presentation

**Background**
Each property that connects to the District’s water and sewer systems or that is being developed within the District’s service area is responsible for paying General Facility Charges (GFCs) and Local Facility Charges (LFCs) prior to receiving service from the District. Many properties pay a LFC based on a Standard LFC rate.

GFCs are used by the District to construct capital improvement projects that serve large portions of the District, such as wells, storage reservoirs, pump stations, certain lift stations and large diameter pipelines.

LFCs are used to pay for the water or sewer mains and facilities that provides or will provide direct service to the property.

Excise Tax is collected on both GFCs and LFCs, and the current excise tax rate is 1.75%

District staff is proposing the adoption of revised GFCs and revised Standard LFCs due to increasing costs of water and sewer construction projects due to inflation and increases in labor and materials costs.

The District will periodically do a study that specifically addresses costs associated with either the General Facility Charges and/or the Standard Local Facility Charges. The GFCs are most frequently reviewed in conjunction with a Comprehensive Plan update.

For years when a specific study has not been completed, the District has used the changes to the average *Annual Seattle Construction Cost Index* of the *Engineering News Record Construction Cost Index* (ENR-CCI) as the basis for GFC and LFC adjustments.

The last connection charge update was done in July 2022 using the Seattle ENR-CCI June 2021-June 2022 increase of 11.36% for the Water GFC and for the Standard Water and Sewer LFC’s. The Sewer GFC was updated separately in October 2022 in conjunction with approval of the 2022 Wastewater Comprehensive Plan and associated Sewer GFC analysis, which resulted in a Sewer GFC decrease of approximately 30%.

This year’s change in the Seattle CCI between June 2022 and June 2023 is 3.96%.

**General Facility Charge**
The methodology use to develop the GFC is the “average-cost” method, which, in general, combines the costs of both the existing system assets and future project costs and divides that by the combined existing and future customers. The future facilities included in the GFC analysis are identified through the Capital Improvement Programs (CIP) developed as part of the Water and Sewer Comprehensive Plans. The GFC can consider future facilities projected to be constructed in the next 10 years.

The existing and proposed GFCs are based on a 3/4” water meter (1 Equivalent Residential Unit or ERU): Properties with larger meters would pay proportionally higher GFC based on the number of Equivalent Residential Units associated with each size meter.
**WATER GFC**
An analysis by FCS Group of the Water GFCs was completed in July 2021. The Seattle CCI was then applied for the 2022 Water GFC calculation.

Applying the June 2022 and June 2023 Seattle CCI 3.96% increase to the 2022 Water GFC will result in an increase to the current Water GFC. **District staff is recommending the current Water GFC be revised to the new charge.**

<table>
<thead>
<tr>
<th>Charge</th>
<th>2022 Rate</th>
<th>Potential 2023 Rate</th>
<th>Calculated 2023 Rate</th>
<th>Proposed 2023 Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water GFC/ERU</td>
<td>$6,704.00</td>
<td>3.97%*</td>
<td>$6,970.00</td>
<td>$6,970.00</td>
</tr>
<tr>
<td>Plus excise tax</td>
<td>$117.32</td>
<td></td>
<td></td>
<td>$121.98</td>
</tr>
</tbody>
</table>

*Percent increase is different than the 3.96% due to rounding*

**SEWER GFC**
The Sewer GFCs were specifically evaluated as part of the 2022 Wastewater Comprehensive Plan.

Applying the June 2022 and June 2023 Seattle CCI 3.96% increase to the 2022 Sewer GFC will result in an increase to the current Sewer GFC. **District staff is recommending the current Sewer GFC be revised to the new charge.**

<table>
<thead>
<tr>
<th>Charge</th>
<th>2022 Rate</th>
<th>Potential 2023 Rate</th>
<th>Calculated 2023 Rate</th>
<th>Proposed 2023 Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>SEWER GFC/ERU</td>
<td>$3,064.00</td>
<td>3.98%*</td>
<td>$3,186.00</td>
<td>$3,186.00</td>
</tr>
<tr>
<td>Plus excise tax</td>
<td>$53.62</td>
<td></td>
<td></td>
<td>$55.76</td>
</tr>
</tbody>
</table>

*Percent increase is different than the 3.96% due to rounding*

**Standard Local Facility Charges**
The Standard LFCs are applied throughout the District unless a special local facility charge for a specific area has been adopted, or a Reimbursement Agreement associated with a Developer Extension Agreement is in effect.

The Standard LFCs are determined based on the average of the actual costs of water and sewer mains that are designed and constructed by the District as Capital Improvement Projects. These actual costs are evaluated every 5-6 years. However, the District does not always have enough capital projects to provide a meaningful evaluation.

In October 2014, Gray & Osborne performed a water and sewer replacement cost study as part of the District’s Asset Management Plan. This study was updated in 2019.

As with the GFCs, in the intervening years between updates based on CP project costs or replacement cost studies, any changes in the LFCs may be determined based on the past year’s percentage change in the CCI. **The Seattle ENR-CCI from June 2022 and June 2023 is 3.96%**
WATER LFC

District staff is recommending that the Seattle CCI cost increase be used for the 2023 Water LFC.

<table>
<thead>
<tr>
<th>Water LFC – per lineal foot (full rate*)</th>
<th>2022 Rate</th>
<th>Potential 2023 Rate</th>
<th>Percent Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plus excise tax per lineal foot</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Seattle CCI increase to 2020 Rate</td>
<td>$497.00</td>
<td>$516.00</td>
<td>3.82%*</td>
</tr>
<tr>
<td>Excise Tax</td>
<td>$8.70</td>
<td>$9.03</td>
<td></td>
</tr>
</tbody>
</table>

* Percent increase is different than the 3.96% due to rounding

SEWER LFC

District staff is recommending that the Seattle CCI cost increase be used for the 2023 Sewer LFC.

<table>
<thead>
<tr>
<th>Sewer LFC – per lineal foot (full rate*)</th>
<th>2022 Rate</th>
<th>Potential 2023 Rate</th>
<th>Percent Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plus excise tax per lineal foot</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Seattle CCI increase to 2020 Rate</td>
<td>$562.00</td>
<td>$584.00</td>
<td>3.91%*</td>
</tr>
<tr>
<td>Excise Tax</td>
<td>$9.84</td>
<td>$10.22</td>
<td></td>
</tr>
</tbody>
</table>

* Percent increase is different than the 3.96% due to rounding

Situations Under Which Standard GFCs and LFCs are Imposed

Standard GFCs are paid to the District upon application for service or as part of development of a property.

Standard LFCs are paid to the District upon application for service or as part of development of a property. Other District fees and charges may be applicable.

Reimbursement agreements (for Developer Extension Agreements) and ULID assessments are covered under RCW 57.22 and RCW 57.16, respectively, and would not be affected by the policies addressing standard Local Facility Charges. Similarly, a process is currently in place for the Neighborhood Sewer Program and would not be affected by the policies addressing Local Facility Charges. In addition, the Board may adopt a Special LFC for certain projects where the Board feels that would be appropriate.

Applicable Sections of the District’s Code

Sec. 4.30.010. - Water general facility connection charges.
Sec. 4.30.020. - Sewer general facility connection charges.
Sec. 4.30.050. - Water standard local facilities charges.
Sec. 4.30.060. - Sewer standard local facilities charges.
RESOLUTION OF THE BOARD OF COMMISSIONERS OF SAMMAMISH PLATEAU WATER AND SEWER DISTRICT, KING COUNTY, WASHINGTON, ADOPTING REVISED WATER GENERAL FACILITY CONNECTION CHARGES EFFECTIVE JULY 18, 2023.

WHEREAS, RCW 57.08.005(11) authorizes the Sammamish Plateau Water and Sewer District ("District") to charge property owners seeking connection to the District’s water and sewer systems, as a condition to granting the right to so connect, in addition to the cost of the connection, such reasonable connection charges as the District Board of Commissioners shall determine to be proper in order that those property owners shall bear their equitable share of the cost of the systems; and

WHEREAS, on July 25, 2022, the District Board of Commissioners adopted Water General Facility Connection Charges by Resolution No. 5120 applicable to all parties seeking to connect their property to the District’s water system; and

WHEREAS, District staff by written report dated July 17, 2023 recommended that the District’s water general facility connection charges be revised for all customer classifications so that those property owners seeking connection to the District’s water system shall bear their equitable share of the cost of that system; and

WHEREAS, the District Board of Commissioners having considered such staff recommendations related to the proposed revision to the District’s water general facility connection charges and having held a Public Hearing on July 17, 2023, where public comment was allowed on such proposed revisions pursuant to public notice regarding such hearing published in the Seattle Times on July 3 and July 10, 2023, and the District Board of Commissioners having considered such recommendations and public comments; and

WHEREAS, the District Board of Commissioners now desires to adopt revised uniform water general facility connection charges to update the District’s Master Fees and Charges Schedule; now, therefore,

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

1. The following uniform water general facility connection charges are hereby adopted and shall be assessed against owners of such real property seeking connection to or increased water service (such as a new service or change in service) from the District’s water system as follows:
<table>
<thead>
<tr>
<th>Meter Size</th>
<th>Previous General Facility Connection Charge</th>
<th>New General Facility Connection Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>3/4&quot;</td>
<td>$6,704.00</td>
<td>$6,970</td>
</tr>
<tr>
<td>1&quot;</td>
<td>$16,758.00</td>
<td>$17,425</td>
</tr>
<tr>
<td>1 1/2&quot;</td>
<td>$33,516.00</td>
<td>$34,850</td>
</tr>
<tr>
<td>2&quot;</td>
<td>$53,625.00</td>
<td>$55,760</td>
</tr>
<tr>
<td>3&quot;</td>
<td>$107,249.00</td>
<td>$111,520</td>
</tr>
<tr>
<td>4&quot;</td>
<td>$167,577.00</td>
<td>$174,250</td>
</tr>
<tr>
<td>6&quot;</td>
<td>$335,153.00</td>
<td>$348,500</td>
</tr>
<tr>
<td>8&quot;</td>
<td>$536,244.00</td>
<td>$557,600</td>
</tr>
<tr>
<td>10&quot;</td>
<td>$770,851.00</td>
<td>$801,550</td>
</tr>
</tbody>
</table>

2. The Master Fees and Charges Schedule shall be updated to align with the charges set forth herein and shall be effective the 18th day of July, 2023.

3. All prior and existing District resolutions, policies, and procedures including Resolution No. 5120 relating to the District’s existing water general facility connection charges are hereby revised, modified, and superseded to be in accordance with the charges set forth herein.

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 17th day of July, 2023.

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

Approved: ____________________________  Opposed: ____________________________  Lloyd Warren, President and Commissioner

Approved: ____________________________  Opposed: ____________________________  Ryika Hooshangi, Vice President and Commissioner

Approved: ____________________________  Opposed: ____________________________  Mary Shustov, Secretary and Commissioner

Approved: ____________________________  Opposed: ____________________________  Tom Harman, Commissioner

Approved: ____________________________  Opposed: ____________________________  Nav Otal, Commissioner
RESOLUTION OF THE BOARD OF COMMISSIONERS OF SAMMAMISH PLATEAU WATER AND SEWER DISTRICT, KING COUNTY, WASHINGTON, ADOPTING REVISED SEWER GENERAL FACILITY CONNECTION CHARGES EFFECTIVE JULY 18, 2023.

WHEREAS, RCW 57.08.005(11) authorizes the Sammamish Plateau Water and Sewer District ("District") to charge property owners seeking connection to the District’s water and sewer systems, as a condition to granting the right to so connect, in addition to the cost of the connection, such reasonable connection charges as the District Board of Commissioners shall determine to be proper in order that those property owners shall bear their equitable share of the cost of the systems; and

WHEREAS, on October 17, 2022, the District Board of Commissioners adopted Sewer General Facility Connection Charges by Resolution No. 5143 applicable to all parties seeking to connect their property to the District’s sewer system; and

WHEREAS, District staff by written report dated July 17, 2023 recommended that the District’s sewer general facility connection charges be revised for all customer classifications so that those property owners seeking connection to the District’s sewer system shall bear their equitable share of the cost of that system; and

WHEREAS, the District Board of Commissioners having considered such staff recommendations related to the proposed revision to the District’s sewer general facility connection charges and having held a Public Hearing on July 17, 2023, where public comment was allowed on such proposed revisions pursuant to public notice regarding such hearing published in the Seattle Times on July 3 and July 10, 2023, and the District Board of Commissioners having considered such recommendations and public comments; and

WHEREAS, the District Board of Commissioners now desires to adopt revised uniform sewer general facility connection charges to update the District’s Master Fees and Charges Schedule; now, therefore,

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

1. The following uniform sewer general facility connection charges are hereby adopted and shall be assessed against owners of such real property seeking connection to or increased sewer service (such as a new service or change in service) from the District’s sewer system as follows:
<table>
<thead>
<tr>
<th>Meter Size</th>
<th>Previous General Facility Connection Charge</th>
<th>New General Facility Connection Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>3/4&quot;</td>
<td>$3,064.00</td>
<td>$3,186</td>
</tr>
<tr>
<td>1&quot;</td>
<td>$7,660.00</td>
<td>$7,965</td>
</tr>
<tr>
<td>1 1/2&quot;</td>
<td>$15,320.00</td>
<td>$15,930</td>
</tr>
<tr>
<td>2&quot;</td>
<td>$24,512.00</td>
<td>$25,488</td>
</tr>
<tr>
<td>3&quot;</td>
<td>$49,024.00</td>
<td>$50,976</td>
</tr>
<tr>
<td>4&quot;</td>
<td>$76,600.00</td>
<td>$79,650</td>
</tr>
<tr>
<td>6&quot;</td>
<td>$153,200.00</td>
<td>$159,300</td>
</tr>
<tr>
<td>8&quot;</td>
<td>$245,120.00</td>
<td>$254,880</td>
</tr>
<tr>
<td>10&quot;</td>
<td>$352,360.00</td>
<td>$366,390</td>
</tr>
</tbody>
</table>

2. The Master Fees and Charges Schedule shall be updated to align with the charges set forth herein and shall be effective the 18th day of July, 2023.

3. All prior and existing District resolutions, policies, and procedures including Resolution No. 5143 relating to the District’s existing sewer general facility connection charges are hereby revised, modified, and superseded to be in accordance with the charges set forth herein.

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 17th day of July 2023.

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

- Approved: ____________________________  Lloyd Warren, President and Commissioner
- Opposed: ____________________________  Ryika Hooshangi, Vice President and Commissioner
- Abstained: ____________________________  Mary Shustov, Secretary and Commissioner
- Absent: ____________________________
- Approved: ____________________________  Tom Harman, Commissioner
- Opposed: ____________________________
- Abstained: ____________________________
- Absent: ____________________________
- Approved: ____________________________  Nav Otal, Commissioner
- Opposed: ____________________________
- Abstained: ____________________________
- Absent: ____________________________
RESOLUTION NO. ________________

RESOLUTION OF THE BOARD OF COMMISSIONERS OF SAMMAMISH PLATEAU WATER AND SEWER DISTRICT, KING COUNTY, WASHINGTON, ADOPTING REVISED STANDARD WATER LOCAL FACILITY CHARGES EFFECTIVE JULY 18, 2023.

WHEREAS, RCW 57.08.005(11) authorizes the Sammamish Plateau Water and Sewer District ("District") to charge property owners seeking connection to the District’s water and sewer systems, as a condition to granting the right to so connect, in addition to the cost of the connection, such reasonable connection charges as the District Board of Commissioners shall determine to be proper in order that those property owners shall bear their equitable share of the cost of the systems; and

WHEREAS, it has been and now is the practice of the District to charge a Standard Water Local Facility Charge (previously known as a “Connection Charge-in-Lieu of Assessment” and a “Regular Water Local Facility Connection Charge”) and collect the same from the owners of properties seeking to connect to District water facilities for which the property owner or their predecessor has not paid their equitable share of the cost by assessment in a utility local improvement district, developer extension or otherwise; and

WHEREAS, the District previously adopted Resolution No. 5121 establishing a uniform District-wide standard water local facility connection charge (“Water Local Facility Charge” or “Local Facility Charge”) within the District’s service area for public works projects that are not constructed as utility local improvement district projects, developer extensions, or neighborhood water projects; and

WHEREAS, the District Board of Commissioners having considered District staff written report dated July 17, 2023 including staff recommendations related to the proposed revision to the District’s water local facility connection charges, and having held a Public Hearing on July 17, 2023, where public comment was allowed on such proposed revisions pursuant to public notice regarding such hearing published in the Seattle Times on July 3 and July 10, 2023, and the District Board of Commissioners having considered such recommendations and public comments; and

WHEREAS, the District Board of Commissioners now desires to adopt revised uniform water local facility connection charges to update the District’s Master Fees and Charges Schedule; now, therefore,

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

1. The Standard Water Local Facility Charges are hereby adopted and are as follows:


<table>
<thead>
<tr>
<th>Water Local Facility Connection Charges</th>
<th>Charge Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Front Footage Charge – Per Lineal Foot</td>
<td>$516.00</td>
</tr>
<tr>
<td>Front Footage Charge – Reduced Per Lineal Foot – If the District determines that there are properties on each side of the water main that may connect to the water main</td>
<td>$258.00</td>
</tr>
<tr>
<td>Alternative Approach – Per Acre</td>
<td>$68,112.00</td>
</tr>
<tr>
<td>Alternative Approach – Reduced Per Acre – If the District determines that there are properties on each side of the water main that may connect to the water main</td>
<td>$34,056.00</td>
</tr>
</tbody>
</table>

2. The Master Fees and Charges Schedule shall be updated to align with the charges set forth herein and shall be effective the 18th day of July, 2023.

3. All District resolutions, policies and procedures, including Resolution No. 5121 are hereby rescinded, modified and/or superseded to be in accordance with the charges set forth in this resolution.

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 17th day of July, 2023.

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

Approved: ____________________________

Opposed: ____________________________

Abstained: ____________________________

Absent: ____________________________

Lloyd Warren, President and Commissioner

Ryika Hooshangi, Vice President and Commissioner

Mary Shustov, Secretary and Commissioner

Tom Harman, Commissioner

Nav Otal, Commissioner
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, ADOPTING REVISED STANDARD SEWER LOCAL FACILITY CHARGES EFFECTIVE JULY 18, 2023.

WHEREAS, RCW 57.08.005(11) authorizes the Sammamish Plateau Water and Sewer District ("District") to charge property owners seeking connection to the District’s water and sewer systems, as a condition to granting the right to so connect, in addition to the cost of the connection, such reasonable connection charges as the District Board of Commissioners shall determine to be proper in order that those property owners shall bear their equitable share of the cost of the systems; and

WHEREAS, it has been and now is the practice of the District to charge a Standard Sewer Local Facility Charge (previously known as a “Connection Charge-in-Lieu of Assessment” and a “Regular Sewer Local Facility Connection Charge”) and collect the same from the owners of properties seeking to connect to District sewer facilities for which the property owner or their predecessor has not paid their equitable share of the cost by assessment in a utility local improvement district, developer extension or otherwise; and

WHEREAS, the District previously adopted Resolution No. 5122 establishing a uniform District-wide standard sewer local facility connection charge (“Sewer Local Facility Charge” or “Local Facility Charge”) within the District’s service area for public works projects that are not constructed as utility local improvement district projects, developer extensions, or neighborhood water projects; and

WHEREAS, the District Board of Commissioners having considered District staff written report dated July 17, 2023 including staff recommendations related to the proposed revision to the District’s sewer local facility connection charges, and having held a Public Hearing on July 17, 2023, where public comment was allowed on such proposed revisions pursuant to public notice regarding such hearing published in the Seattle Times on July 3 and July 10, 2023, and the District Board of Commissioners having considered such recommendations and public comments; and

WHEREAS, the District Board of Commissioners now desires to adopt revised uniform sewer local facility connection charges to update the District’s Master Fees and Charges Schedule; now, therefore,

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

1. The Standard Sewer Local Facility Charges are hereby adopted and are as follows:
<table>
<thead>
<tr>
<th>Sewer Local Facility Connection Charges</th>
<th>Charge Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Front Footage Charge – Per Lineal Foot</td>
<td>$584.00</td>
</tr>
<tr>
<td>Front Footage Charge – Reduced Per Lineal Foot – If the District determines that there are properties on each side of the sewer main that may connect to the sewer main</td>
<td>$292.00</td>
</tr>
<tr>
<td>Alternative Approach – Per Acre</td>
<td>$77,088.00</td>
</tr>
<tr>
<td>Alternative Approach – Reduced Per Acre – If the District determines that there are properties on each side of the sewer main that may connect to the sewer main</td>
<td>$38,544.00</td>
</tr>
</tbody>
</table>

2. The Master Fees and Charges Schedule shall be updated to align with the charges set forth herein and shall be effective the 18th day of July, 2023.

3. All District resolutions, policies and procedures, including Resolution No. 5122 are hereby rescinded, modified and/or superseded to be in accordance with the charges set forth in this resolution.

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 17th day of July, 2023.

Individual Commissioner’s Vote on this Resolution:

Approved:  
Opposed:  
Abstained:  
Absent:  

Lloyd Warren, President and Commissioner

Approved:  
Opposed:  
Abstained:  
Absent:  

Ryika Hooshangi, Vice President and Commissioner

Approved:  
Opposed:  
Abstained:  
Absent:  

Mary Shustov, Secretary and Commissioner

Approved:  
Opposed:  
Abstained:  
Absent:  

Tom Harman, Commissioner

Approved:  
Opposed:  
Abstained:  
Absent:  

Nav Otal, Commissioner
Reports