

LAKEHAVEN UTILITY DISTRICT
King County, Washington

Resolution No. 2001-951

A RESOLUTION of the Board of Commissioners of the Lakehaven Utility District, King County, Washington, approving an Interlocal Agreement for temporary sewer service and authorizing the General Manager to execute the agreement on behalf of the District.

WHEREAS, the Board of Commissioners is required, pursuant to R.C.W. 57.16.010, to adopt a general comprehensive sewer plan before ordering any improvements to the sewer system or submitting to vote any proposition for incurring indebtedness for such improvements, and

WHEREAS, the Board has previously so adopted a sewer system comprehensive plan, and

WHEREAS, the staff and consulting engineers have developed an updated general comprehensive plan for the sewer system to replace the existing comprehensive plan, and

WHEREAS, following adoption of the comprehensive plan by the Board, the plan was circulated to agencies with review and approval jurisdiction over the plan for comment and/or approval, and

WHEREAS, based upon comments received, an amendment to the plan has been prepared incorporating certain additions and/or alterations deemed responsive to such comments, and

WHEREAS, the Board having reviewed the same and believing that the amendment meets the present and future needs of the District and its customers;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The Board of Commissioners hereby adopts "Amendment No. 1 to the Lakehaven Utility District Comprehensive Wastewater System Plan", a true and correct copy of which is attached hereto as Exhibit "A" and incorporated by reference herein.
2. The Staff is hereby authorized and directed to submit "Amendment No. 1 to the Lakehaven Utility District Comprehensive Sewer System Plan" to the appropriate legislative bodies for approval as required by statute.
3. The effective date of the amendment, if approved, shall be the date upon which final approval is granted by the last legislative body required to approve the same pursuant to statute.

INTERLOCAL AGREEMENT

THIS AGREEMENT, entered into between the **MIDWAY SEWER DISTRICT**, King County, a municipal corporation in the State of Washington, hereinafter referred to as "Midway" and the **LAKEHAVEN UTILITY DISTRICT**, King County, a municipal corporation in the State of Washington, hereinafter referred to as "Lakehaven".

WHEREAS, Midway and Lakehaven are statutory water/sewer districts authorized under state law to provide sanitary sewer service both within and outside of their adjoining service areas, and

WHEREAS, there are or may be places where a property owner desires sewer service to his/her property, which lies within the service area of Lakehaven, however, permanent service from Lakehaven cannot be economically provided, and

WHEREAS, in certain circumstances, temporary service would be a practical and economical alternative, and

WHEREAS, the parties believing an agreement to provide for such temporary service by Midway to properties within Lakehaven's service area would be mutually beneficial,

NOW THEREFORE, it is hereby agreed that:

SECTION ONE. Temporary service may be provided by Midway to property within Lakehaven's service area, subject to the written approval of both districts, where it shall be deemed appropriate by Midway, subject to the conditions set forth herein.

- A. The sewer connection shall be constructed and installed according to plans approved by Midway. Midway shall be entitled to inspect all installations. Plans and installation of that portion of the connection within Lakehaven is subject to the approval of Lakehaven.
- B. Maintenance and operation of the connection line shall be the responsibility of the property owner, but each district reserves the right to assume maintenance and operation of that portion of the line within its district boundaries. The property owner shall be required to make any necessary repairs to the connection line, immediately upon the demand of Midway, to ensure that flows generated meet the "sewer use rules" of Midway.
- C. All easements and public right-of-way permits shall be secured at the expense of the property owner.

- D. Before temporary sewer service can be provided by Midway, the property owner shall pay to Midway all fees and charges as provided for by resolution of Midway, in such amounts and under such terms as may be set by Midway.
- E. As a further condition to the provision of temporary sewer service, the property owner shall pay to Lakehaven all fees and charges as provided for by resolution of Lakehaven, in such amounts and under such terms as may be set by Lakehaven, including a requirement for the issuance of a "non-billing" side sewer permit.
- F. In the event that a Utility Local Improvement District (ULID) is proposed through Lakehaven, pursuant to R.C.W. Chapter 57, which includes property served pursuant to this Agreement, the property owner shall not protest said ULID and shall appoint the President of the Board of Commissioners of Lakehaven as the attorney in fact for executing the ULID petition and any other documents executed pursuant to the ULID procedure. In the event such ULID is formed or in the event a main capable of permanently serving the property is constructed by Lakehaven or any other person or entity, the property shall be connected to such main and Owner shall pay any assessment, charge in-lieu-of-assessment or latecomer reimbursement imposed at the discretion of Lakehaven at the time said connection is made.
- G. The property owner shall enter into a three-party agreement with Lakehaven and Midway, setting forth the conditions for the temporary sewer connection and providing notice to prospective purchasers of the subject property. Execution of the agreement by Lakehaven may be considered written approval of such district.
- H. The temporary use of the connection line shall cease whenever Lakehaven provides permanent sewer service to the property. Owner shall then be required to pay to Lakehaven all fees and charges provided for by resolution of Lakehaven for activities necessary to reconnect said property to the permanent facilities to include, but not be limited to, the Side Sewer Permit Fee and Right-of-way Construction Permit Deposit. At that time, Midway shall return to the property owner ten percent (10%) of the system development/general facilities fee paid for each full year less than ten (10) years that the temporary connection has been in operation, but not to exceed seventy percent (70%) of the charge. Midway shall thereupon own all rights to the connection line and easements and rights-of-way thereto that lie within Midway.
- I. During the time the connection line provides service for the property to Midway, the property owner shall pay to Midway the usual and normal service charges imposed by Midway for property use classification of the same type (i.e., residential, commercial, etc.). Following connection to permanent facilities of Lakehaven, property owner shall pay to Lakehaven the usual and normal service charges imposed by Lakehaven for property use classification of the same type (i.e., residential, commercial, etc.).

SECTION TWO. This Agreement shall supercede any prior agreement between Midway and Lakehaven to the extent the terms of any such agreement may be inconsistent with the terms set forth herein; provided, however that this agreement shall not affect any parcel of

property specifically made subject to, and covered in, any other Interlocal Agreement between Midway and Lakehaven.

SECTION THREE. This Agreement shall be applicable to the property identified as:

Lots 3 through 8, inclusive, of Block 37, Plat of Woodmont Beach Addition, as recorded in Volume 22, Page 30, Records of King County, Washington.

and shall continue until, and only until, terminated by mutual written consent of the parties.

SECTION FOUR. The form of the three-party agreement referenced in Subsection G of Section One shall be in substantial conformance with that presented in Exhibit "A" attached hereto and by this reference incorporated herein.

WITNESS our hands and seals.

MIDWAY SEWER DISTRICT
King County, Washington

By Ken J. Kase

Its Manager

Date: May 9, 2001

Approved as to form:

By [Signature]

Its attorney

Date: May 4, 2001

LAKEHAVEN UTILITY DISTRICT
King County, Washington

By [Signature]

Its General Manager

Date: 5/30/01

Approved as to form:

By [Signature]

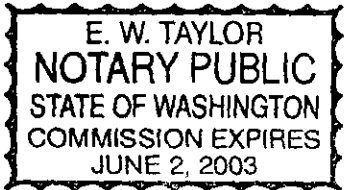
Its General Counsel

Date: May 30, 2001

STATE OF WASHINGTON)
) ss.
County of King)

I certify that I know or have satisfactory evidence that Ken V. Kasie
signed this instrument, on oath stated that he was authorized to execute the instrument and
acknowledged it as the manager of Midway Sewer District, to be the
free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: May 9, 2001



E. W. Taylor
Notary Public of Washington residing
Title in Kirkland
My appointment expires: _____

STATE OF WASHINGTON)
) ss.
County of King)

I certify that I know or have satisfactory evidence that Donald T. Perry signed this
instrument, on oath stated that he was authorized to execute the instrument and acknowledged it
as the General Manager of Lakehaven Utility District, to be the free and voluntary act of such
party for the uses and purposes mentioned in the instrument.

DATED: May 30, 2001

Linda T. Magnusen
Notary Public _____
Title _____
My appointment expires: 5-30-02

EXHIBIT "A"

**TEMPORARY SEWER SERVICE AGREEMENT
(PRIVATE PUMP STATION)**

THIS AGREEMENT made by and between **LAKEHAVEN UTILITY DISTRICT**, King County, a municipal corporation of the State of Washington, hereinafter referred to as "Lakehaven"; **MIDWAY SEWER DISTRICT**, King County, a municipal corporation of the State of Washington, hereinafter referred to as "Midway," together referred to as "the Districts"; and _____, hereinafter referred to as "Owner," for the purpose of permitting the Owner to connect to an existing sewer main on a temporary basis to serve Owner's property:

WITNESSETH:

WHEREAS, Midway operates and maintains a sanitary sewer system within its boundaries which can serve property of Owner, and

WHEREAS, Owner owns property described on Exhibit "A" attached hereto and by this reference incorporated herein, which property is located within the boundaries of Lakehaven, however, permanent gravity sanitary sewage disposal service to such property by and through Lakehaven sewer facilities is not presently available, and

WHEREAS, Owner presently desires to connect building improvements on the above-described property to a sewer main owned and operated by Midway through the installation of a temporary private pump station, and

WHEREAS, Lakehaven and Midway agree to permit same under the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises contained in the Agreement, it is hereby agreed by the parties as follows:

1. On condition of fulfillment of the Owner's obligation herein, Midway consents to connection to its sanitary sewer system by private pump station.

2. Prior to the connection to the Midway's sewer system, the Owner shall make payment of the connection fees which include the following charges:

MIDWAY

- a. Charge in Lieu of Assessment \$
- b. Capital Facilities Charge \$
- c. Side Sewer Permit Fee \$
- d. Right-of-way Permit \$

In the Total Sum of: \$

LAKEHAVEN

- b. Capital Facilities Charge \$
- c. Side Sewer Permit Fee \$
- d. Right-of-way Permit \$

In the Total Sum of: \$

THESE CHARGES ARE PAYABLE AT THE TIME THE SIDE SEWER PERMITS ARE ISSUED AND ARE NOT REFUNDABLE, EXCEPT AS PROVIDED FOR IN THE INTERLOCAL AGREEMENT BETWEEN LAKEHAVEN AND MIDWAY.

3. At the time the Owner delivers this Agreement to Lakehaven, the Owner shall pay to Lakehaven the sum of \$_____ to cover Lakehaven's administrative costs as same are set forth in Lakehaven's resolution related to private pump station agreements.

4. Owner shall deliver to Lakehaven and Midway, for the Districts' review and approval, plans and specifications for a pump station and pressure sewer main on and from Owner's realty to a point on Midway's gravity sewer mains designated by Midway.

5. No construction shall be commenced before Lakehaven and Midway have notified Owner in writing that plans and specifications have been approved and that construction may proceed.

6. Owner agrees to construct the necessary temporary service line in the location and in a manner designated by Lakehaven and Midway. The Districts' approval of construction shall be a condition of service additional to the other conditions of service described herein. The temporary service line and all appurtenances shall be owned and maintained by Owner or Owner's successor in interest to the property. Prior to connection, Owner shall furnish Lakehaven with any easements which would become necessary for the future extension of Lakehaven's permanent facilities.

7. The Owner hereby agrees to provide all operation and maintenance with respect to the pump station and pressure sewer. Operation and maintenance shall include, but is not limited to, replacement parts, labor and emergency repairs. In the event Lakehaven and/or Midway performs any maintenance or operation work, by reason of the request of the Owner or mandate of governmental law, rule, or regulation, the charges for such maintenance and operation shall be paid to Lakehaven and/or Midway by Owner upon request and if not so paid, shall be subject to lien as set forth in R.C.W. Chapter 57.

8. In the event that a Utility Local Improvement District (ULID) is proposed, pursuant to R.C.W. Chapter 57, which includes property of the Owner served pursuant to this Temporary Sewer Service Agreement, the Owner shall not protest said ULID and hereby appoints the President of the Board of Commissioners of Lakehaven as the attorney in fact for executing the ULID petition and any other documents executed pursuant to the ULID procedure. In the event such ULID is formed or in the event a main capable of permanently serving the property is constructed by Lakehaven or any other person or entity, the property shall be connected to such main and Owner shall pay any assessment, charge in-lieu-of-assessment or latecomer reimbursement imposed at the discretion of Lakehaven at the time said connection is made.

9. At such time that a permanent sewer main is constructed which is capable of serving the property, the Owner or any successor owner or owners of the property, shall be responsible for reconnection of their service line to the side sewer stub as located by Lakehaven. Failure to so reconnect shall entitle Lakehaven to enter upon the property and make such reconnection. The cost for same, as well as all connection charges due, shall constitute a lien against the property and shall be foreclosed pursuant to statutory authority for foreclosure of monthly service charges.

10. In the event the connection of the Owner's property is not completed within one year from date of this Agreement, this Agreement shall terminate and all parties shall have no further obligations hereunder.

11. Partial waiver or waiver by acquiescence by Lakehaven and Midway of any provision or condition of this Agreement shall not be construed as a waiver of any other provision or condition of this Agreement.

12. This Agreement shall constitute an easement and servitude upon the property described herein and shall be binding upon the heirs, assigns and successors in interest to the Owner. This Agreement shall constitute an equitable lien against property described herein and in the event of non-performance by Owner, as stated herein, Lakehaven or Midway may foreclose said lien in the manner authorized by law.

13. This writing constitutes the full and only agreement between the parties, there being no promises, agreements or understandings, written or oral, except as herein set forth, or as hereinafter may be amended in writing.

14. Upon execution of this Agreement, the parties agree in the event any of them is/are required to enforce any provision or provisions of this Agreement against any of the others, that the prevailing party(ies) shall be entitled, in addition to all other amounts to which it is otherwise entitled by this Agreement, to its actual attorney's fees and costs, including those incurred on appeal.

15. Upon connection of Owner's property, as described herein, Owner agrees to comply with all rules, regulations and resolutions of Lakehaven and Midway.

