

Appendix E  
INTERLOCAL AGREEMENTS



5/17/88

WOODINVILLE WATER DISTRICT

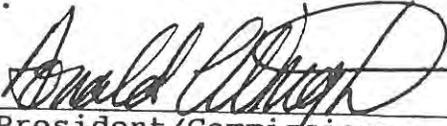
KING COUNTY, WASHINGTON

RESOLUTION NO. 2388

A RESOLUTION of the Board of Commissioners of Woodinville Water District, King County, Washington, adopting a policy regarding extension of water service outside of District boundaries into Snohomish County.

BE IT RESOLVED by the Board of Commissioners of Woodinville Water District, King County, Washington, that the policy statement that is attached to this resolution as Exhibit A and that pertains to the extension of water service outside of the boundaries of the District and into Snohomish County be, and it hereby is, adopted as a policy of Woodinville Water District, subject to the powers of the Board of Commissioners of Woodinville Water District to amend, add to, delete, or abrogate and adopt a new policy in place of, that policy.

ADOPTED by the Board of Commissioners of Woodinville Water District, King County, Washington at a regular meeting thereof on this 16th day of May, 1988.

  
\_\_\_\_\_  
President/Commissioner

  
\_\_\_\_\_  
Vice-President/Commissioner

Attest:

  
\_\_\_\_\_  
Secretary/Commissioner

## EXHIBIT A

### POLICY STATEMENT REGARDING EXTENSION OF WATER SERVICE OUTSIDE OF DISTRICT BOUNDARY INTO SNOHOMISH COUNTY

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1. The Woodinville Water District will only consider requests for water service into Snohomish County made by either Cross Valley Water Association or Alderwood Water District pursuant to the terms and conditions of an approved interlocal agreement.
2. Request for service extension will be considered on a case by case basis and will be approved following a determination that:
  - a) The proposed extension of service is consistent with the terms and conditions of the current Woodinville Water District/City of Seattle Purveyor Contract or as may be subsequently modified.
  - b) The fire flow requirements, minimum service pressure of the District (35 psi), and supply demand can be attained without the need to construct additional District facilities such as pump stations, reservoir capacity, transmission mains etc. by the District.
  - c) The property to be served is within the appropriate pressure zone and service area of the District from which service can be extended.
3. Following a determination that service can be extended by the District, extensions of service will be made only under the following conditions:
  - a) The property owner/developer submits an application to the District for a Developer Extension subject to the authorization by the District.
  - b) The extension of service will be made in accordance with the terms and conditions of the Developer Extension Agreement and District Standards and Specifications.
  - c) Service will be subject to the payment of the then current developer extension fees, meter connection charges, system development fee, applicable latecomer charges and water rates of the District.
  - d) The owner/developer will pay the cost of acquiring all Snohomish County permits and franchises as required by said extension. Such permits and franchises will be held by the District.
4. No ULID shall be formed in areas outside the boundaries of the District.

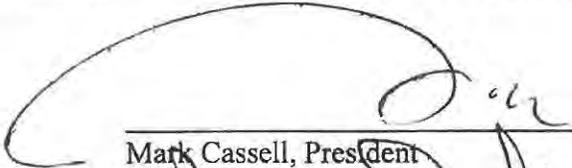
RESOLUTION NO. 2016-12-9

A RESOLUTION of the Board Commissioners of Cross Valley Water District of Snohomish County, Washington approving Interim Service by Woodinville Water District to Unit B of a duplex located at 24324 83<sup>rd</sup> Ave SE, Woodinville.

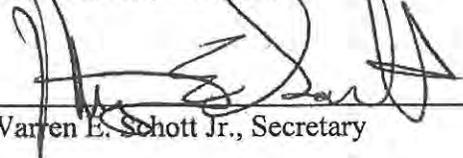
WHEREAS, General Manager Brees has recommended that the Board of Commissioners of the District approve Interim Service to property located at 24324 83<sup>rd</sup> Ave SE #B, Woodinville owned by Katherine Gudmundson which will permit water service to the property temporarily by Woodinville Water District; now therefore

BE IT RESOLVED that the Board of Commissioners of Cross Valley Water District hereby approves Interim Service to property located at 24324 83<sup>rd</sup> Ave SE #B, Woodinville, owned by Katherine Gudmundson which will permit service to the property temporarily by Woodinville Water District until construction and installation of permanent facilities by the District to provide water service to owner's property.

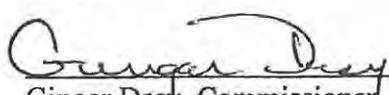
PASSED BY THE BOARD OF COMMISSIONERS of Cross Valley Water District of Snohomish County, Washington, at the regular meeting held December 20, 2016.



Mark Cassell, President



Warren E. Schott Jr., Secretary



Ginger Desy, Commissioner

## Dee Lofstrom

---

**From:** Curt Brees <CBrees@crossvalleywater.net>  
**Sent:** Tuesday, January 10, 2017 4:19 PM  
**To:** Dee Lofstrom  
**Cc:** Curt Brees  
**Subject:** RE: Gudmundson Water Service

Hi Dee,

Sorry that got lost with the holidays. It was approved at our 12/20 Board meeting, there will be a resolution drafted and signed for the January 17th meeting. You may proceed and I will send that over once it is complete.

Curt

-----Original Message-----

From: Dee Lofstrom [mailto:dlofstrom@woodinvillewater.com]  
Sent: Tuesday, January 10, 2017 3:51 PM  
To: Curt Brees <CBrees@crossvalleywater.net>  
Subject: RE: Gudmundson Water Service

Hi Curt,

Just checking in with you on this letter? I should have the permit this week to install the meter, but I'll hold off until I get the letter from you.

Hope your Holidays were relaxing :-).

Dee

-----Original Message-----

From: Curt Brees [mailto:CBrees@crossvalleywater.net]  
Sent: Wednesday, December 07, 2016 4:00 PM  
To: Dee Lofstrom <dlofstrom@woodinvillewater.com>  
Subject: Gudmundson Water Service

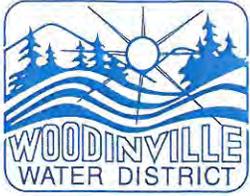
Hi Dee,

I have the letter and will be recommending that our board approve interim service at the 12/20 board meeting. I want to remind them that we have these overlap areas and a process.

Thanks,

Curt Brees

NOTICE OF PUBLIC DISCLOSURE: Public documents and records are available to the public as required under the Washington State Public Records Act (RCW 42.56). Accordingly, this e-mail, in whole or in part, may be subject to disclosure pursuant to the Public Records Act, regardless of any claim of confidentiality, privilege or exemption asserted by a third party.



## WOODINVILLE WATER DISTRICT

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

### COMMISSIONERS

Ed Cebron  
Paj Hwang  
Dale Knapinski  
Pamela J. Maloney  
Karen Steeb

### GENERAL MANAGER

Ken Howe

November 23, 2016

Mr. Curt Brees  
Cross Valley Water District  
8802 180<sup>th</sup> St. SE  
Snohomish, WA 98296

Re: Water Service to Kathy Gudmundson  
Tax Parcel No. 00957900000200  
24324 83<sup>rd</sup> Ave SE, #B  
Bothell, WA 98011

Dear Mr. ~~Brees~~ *Curt*:

This letter is to advise you that the Woodinville Water District, given your consent, will allow one interim service connection to the above referenced property per the Water Service Agreement, recording number 8504150231, which is attached. This building is classified as a duplex and units A and B have been served by Woodinville Water District with one single meter connected on June 29<sup>th</sup>, 1998.

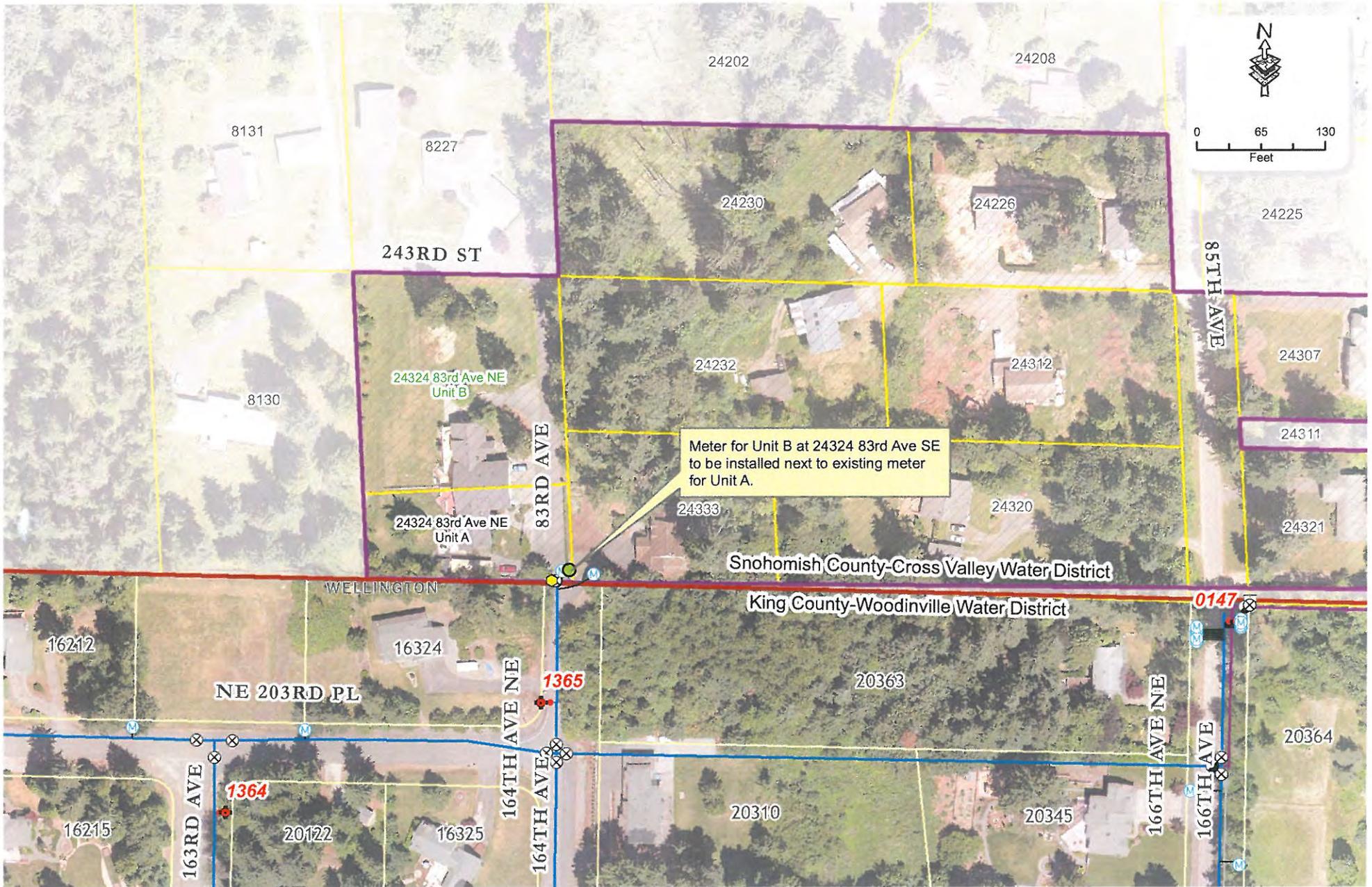
The owner of Unit B, referenced above, has requested individual water service. A meter can be placed adjacent to the existing one from an 8" water main that stops at the King-Snohomish County line on 164<sup>th</sup> Ave NE, per the attached site map. The District will permit the owner to apply for a service connection upon receipt of your permission to allow an interim water service connection to the above referenced property,.

Please let me know if you have any questions or concerns. I can be reached at 425-487-4103.

Regards,

**WOODINVILLE WATER DISTRICT**

  
Ken Howe, P.E.  
General Manager



Katherine Gudmundson Water Service Map



Nov 17, 2016

Katherine Gudmundson  
24324 83<sup>rd</sup> Ave SE #B  
Woodinville, WA 98072

RECEIVED

NOV 17 2016

WOODINVILLE WATER DIST

I wish to be independent of Unit A for water supply. I live in Unit B; however, there is only one meter for both units. This is rated as a duplex with a common wall. Electricity has two meters, the gas (natural) has two meters, only the water has one. Please consider this request to make this unit (B) and the building as a true duplex.

Thank you. *Katherine E Gudmundson*

CROSS VALLEY WATER ASSOC., INC.  
P.O. Box 131  
Snohomish, WA 98290

NO EXCISE TAX  
REQUIRED

5.00

APR 15 1985

By Mark Sievers Snohomish County Treasurer  
Deputy

WATER SERVICE AGREEMENT

WHEREAS Cross Valley Water Association (hereinafter the "Association") and King County Water District No. 104, a municipal corporation (hereinafter the "District") provide water service to its members or customers, respectively, and

WHEREAS the service area of the Association is located predominantly in Snohomish County, Washington, and

WHEREAS the service area of the District is located predominantly in King County, Washington, and

WHEREAS there are circumstances where users or potential users of water lie within the service area of a party but water service can more feasibly be provided by the other party,

NOW THEREFORE, it is mutually covenanted and agreed as follows:

1. No Service Without Consent. Neither party will serve water in the service area of the other without the written consent of the other party. In addition, neither party shall permit or encourage a customer to hook up to the water lines of a party without the consent of such party. All service provided shall be done by Developer Extension. The parties hereby ratify and consent to all existing instances of service by one party to customers within the service area of the other.

2. Membership Fees and Charges. Presently the Association charges a membership fee for connection to the water system. The District charges as a capital contribution to the District fees in the form of assessments or developer extension fees, and a hookup charge for temporary water service. In the event that a customer of the Association, though located in the service area of the District, has paid a membership fee to the Association, and the District thereafter assumes responsibility for furnishing water to that customer, no further charges will be made to the customer except charges for water used by the customer, hydrant charges, or charges customarily paid by a District customer. Conversely, in the event that a customer of the District, though located in the service area of the Association, has paid to the District the charges referenced above, and the Association thereafter assumes responsibility for furnishing water to that customer, no further charges will be made to the customer except charges for water used by the customer, hydrant charges, or charges customarily paid by an Association member.

8504150231

8504150231

3. Latecomer Agreements. Presently each party has a policy of permitting latecomer reimbursement for a period of five years under certain circumstances. The District presently reimburses 80% of the amount collected in lieu of assessment whereas the Association presently reimburses 100%. Presently the District charges a latecomer's fee in lieu of assessment and the Association only charges the membership fee. The latecomer's policy of the Association shall apply to members of the Association located within the District's service area, even after the District has assumed responsibility for serving such member. The latecomer's policy of the District shall apply to customers of the District located within the Association's service area, even after the Association has assumed responsibility for serving such customer.

4. Termination of Interim Service. If a party has consented to the other furnishing water service to a customer and thereafter the party so consenting is in a position to provide water service to that customer whose property lies within its service area, the party seeking to take over the furnishing of water shall give 90 days written notice to the other of intention to do so. The party providing water service in the consenting party's service area shall provide a quit claim deed, assignment, or bill of sale, as may be appropriate, for the facilities at the time service is assumed by said consenting party. Any facilities required to furnish water service, or expense involved in providing such service, shall be borne by the party assuming the responsibility for providing water service.

5. Collection of Outstanding Accounts. At the time of the transfer contemplated in the following paragraph, each party agrees to cooperate in collecting any unpaid amounts due from the customer.

6. Approved by the Association by Resolution No. \_\_\_\_\_, duly adopted on \_\_\_\_\_, 1985.

7. Approved by the District by Resolution No. 1863, duly adopted on March 4, 1985.

Dated this 9th day of April, 1985.

CROSS VALLEY WATER ASSOCIATION

By Buckley R. Kestler  
Its President

8 5041502 31

KING COUNTY WATER DISTRICT NO. 104,  
a municipal corporation

By *[Signature]*  
Its General Manager

2265B

RECORDED

1985 APR 15 PM 1:31

JEAN N. WILLIAMS, AUDITOR  
SHROCKMISH COUNTY, WASH.

DEPUTY

*Michelle Smith*

8504150231

Ken Tick

# Seattle Water Department

Robert P. Groncznack, Superintendent  
Norman B. Rice, Mayor



RECEIVED

OCT 03 1991

Woodinville Water District

September 30, 1991

Mr. Bob Bandarra, General Manager  
Woodinville Water District  
P.O. Box 1390  
Woodinville, Washington 98072

RE: Service Request/Cross Valley Water District

Dear Mr. Bandarra:

Thank you for your letter. We appreciate the opportunity to review this request for service from the Cross Valley Water District. As you know, we published an interim strategy in May last year indicating that we would not consider service area extensions until the Water Supply Plan had been reviewed and acted upon by the Seattle City Council. Therefore, the Seattle Water Department is unable at this time to approve your request to provide temporary water service at 100 gpm to the Cross Valley Water District.

Our key concerns in developing the interim strategy were our obligations to meet the water supply needs of our existing wholesale and retail customers, and the need to effectively plan for and provide an adequate supply now and into the future. As you know, our current water supply planning effort has focused on developing strategies to help us meet projected demand, including the issues associated with possibly extending water service to areas not currently having contracts for wholesale service. We are working to have the Water Supply Plan available for City Council review and action during the last half of 1992.

Apart from the lack of adopted revised policy direction on service area expansion, the other issue that influences our position on service to the Cross Valley Water District relates to the department's water right boundary. As it applies in the vicinity of Woodinville, our water right is currently bounded on the north by the King County line. It could be a violation of our water right to extend service to Cross Valley Water District without amending our water right, and it's not clear what would be involved or at risk if we undertook an amendment process.

Mr. Bob Bandarra  
September 30, 1991  
Page 2

The provision of the recently enacted intertie bill acknowledges the generally beneficial nature of interties and creates a one time only opportunity to revise water rights boundaries based on existing interties. This process takes into account those interties that existed, or were part of an approved water system plan, as of January 1, 1991. Given that Woodinville is already supplying two developments in Snohomish County, the intertie bill provides a means for accommodating existing situations through a *de facto* adjustment to the water right boundary. However, since Cross Valley Water was not connected to Woodinville as of January 1st of this year, service probably cannot be extended without changing the water right boundary.

The intertie bill does make special provisions for emergency interties. We would be willing to discuss with you the conditions under which an emergency intertie with Cross Valley Water District for fire protection only might be established.

If you have any questions or would like additional information, please call me at 684-5932.

Sincerely,



David B. Parkinson  
Water Resources Manager

09/30/91

Pending  
Recording

### AGREEMENT FOR INTERIM WATER SERVICE

This agreement is made this 10<sup>th</sup> day of SEPTEMBER, 2001, between the Woodinville Water District, a municipal corporation in King County, Washington ("District") and the City of Bothell, a municipal corporation in King County and Snohomish County, Washington ("City"); and Ahmet Ozegovic ("Owner/Developer").

Whereas, City is authorized to provide water service to customers located within its water service area, and District is authorized to provide water service to customers within its boundaries; and

Whereas, property is located within City's boundaries and its water service area known as OZEGOVIC SHORT PLAT and legally described on Exhibit "A", which is attached hereto and incorporated by reference herein (the Property) is being developed for residential use; and

Whereas, development of the property will require extension of the public water service system; and

Whereas, City cannot provide water service to Property by extension of its water service system; however

Whereas, District's public water system is in proximity to the Property and District can provide interim water service to the Property; now therefore,

City agrees that District can provide and District agrees to provide interim water service to the Property under the following terms and conditions;

1. District's public water system shall be extended to the Property by the Owners/Developers of the Property pursuant to District's developer extension process incorporating the more stringent of the District's and City's standards and specifications.
2. As a condition of service and prior to connection to District's public water system, the Owners/Developers of Property shall pay to District all fees and charges District imposes as conditions of connection to its system. At such time in the future the Property is connected to the City's water system the Owner/Developer of its successors in interest shall pay the City its then current facility system development connection fee(s) required for new service connections.
3. District shall provide water service to the Property on the same terms and conditions as it provides service to similar property within District's boundaries and according to District's resolutions, rules and regulations.
4. City shall cooperate fully with District in all efforts to collect water service charges for water service provided to the Property, including joinder in lien foreclosure proceedings, if necessary; provided District shall bear all cost of collection, and shall reimburse City for any costs incurred by City in assisting District in collection.
5. Whenever City does provide permanent water service to the Property and upon thirty (30) days notice from City to District, the Property shall be disconnected from District's system and connected to City's water system, and title to the water system shall be transferred to City all at City's expense; thereafter the water system shall be maintained and operated by City as part of its public system.
6. "Interim" as used herein means until the City gives the notice to the District as provided for in Section 5 above.
7. "Water" system as used herein means the extension of the District's public water system constructed by the Developer per Section 1 above.
8. The District shall file this agreement with the King County Auditor's Office.

9. The terms and conditions of this Agreement shall be covenants running with the land which is the subject of this Agreement and shall be binding on the party's successors and assigns. The parties shall record this Agreement with King County Office of Records and Elections following its execution.

WOODINVILLE WATER DISTRICT

By [Signature]

ROBERT BARBARA  
(Print name here)

OWNER/DEVELOPER

By [Signature]

AMMET OREGONIC

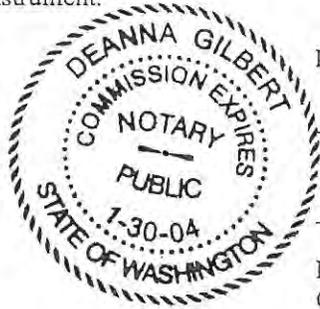
CITY OF BOTHELL

By [Signature]

JAMES V. THORSON  
(Print name here)

Approved as to  
form =  
[Signature]  
Bethel City Atty

I certify that I know or have satisfactory evidence that ROBERT BANDARRA, signed this instrument, on oath stated that he is authorized to execute said instrument as General Manager of WOODINVILLE WATER DISTRICT, and acknowledged said instrument as the General Manager of WOODINVILLE WATER DISTRICT to be free and voluntary act of said corporation for the uses and purposes mentioned in said instrument.



Dated: March 28, 2001

Deanna Gilbert  
(Signature)

DeAnna Gilbert  
(Print Name)

Notary Public in and for the State of Washington  
Commission Expires: 1-30-04

I certify that I know or have satisfactory evidence that Ahmet Oregovic, signed this instrument, on oath stated that he/she is authorized to execute said instrument as \_\_\_\_\_ for CITY OF BOTHELL and acknowledged said instrument as the \_\_\_\_\_ for CITY OF BOTHELL to be free and voluntary act of said corporation for the uses and purposes mentioned in said instrument.



Dated: 8/21/01

Julie E. Ewijk  
(Signature)

Julie E. Ewijk  
(Print Name)

Notary Public in and for the State of Washington  
Commission Expires: 04/04

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged is to be his/her free and voluntary act for the uses and purposes mentioned in said instrument.

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

Notary Public in and for the State of Washington  
Commission Expires: \_\_\_\_\_

**EXHIBIT A  
LEGAL DESCRIPTION**

The south 102 feet of the north 132 feet of the west 469.47 feet of the 499.47 feet of the northeast quarter of the northwest quarter of Section 16, Township 26, Range 5 East, W.M. in King County, Washington.

Together with the north 30.00 feet of the east 499.47 feet, as measured at right angles, of the north half of the north half of the northeast quarter of the northwest quarter of said Section 16;

Except the east 30.00 feet thereof for road (124<sup>th</sup> Avenue Northeast);

(Also known as parcel A of City of Bothell lot line adjustment no. SPL0017-92, recorded under King County recording number 9302231292).

Processing  
Completed

Return To: Woodinville Water  
+ Sewer District

EMERGENCY INTERTIE AGREEMENT  
BETWEEN  
WOODINVILLE WATER AND SEWER DISTRICT,  
NORTHSHORE SCHOOL DISTRICT 417, AND  
CITY OF BOTHELL

This agreement between Woodinville Water and Sewer District ("District"), a special purpose municipal corporation, the Northshore School District 417 ("Northshore"), a municipal corporation organized and existing under the laws of the State of Washington, and the City of Bothell ("City"), a municipal corporation in King and Snohomish Counties, Washington is dated this 18<sup>th</sup> day of September 2002.

Whereas, the City and the District are each authorized to provide water service to customers within their respective water service areas; and

Whereas, City and District boundaries are adjacent and in places overlap; and

Whereas, Northshore desires to construct additions to the existing elementary school on the school property, but estimated fire flows indicate that the City can not supply the necessary flows individually; and

Whereas, City and District facilities in the vicinity of Woodin Elementary are in close proximity and afford an opportunity for an emergency intertie between their water systems;

Whereas, an intertie between the City and District systems would allow either to provide the other with a short term supply of water for emergency purposes, including fire flow capability; and

Whereas, Northshore is required to pay for the cost of installing the intertie connection, the specifications for which are attached hereto as Exhibit A and incorporated herein by this reference; and

Whereas, the City and the District have determined that the public interest will be served by construction of an intertie according to the terms of this agreement; now, therefore,

AGREEMENT

- Emergency Intertie.** Northshore will install an intertie between the City's system and the District's system for the purpose of providing emergency water supply to either party. The intertie shall be located on the NE corner of the Woodin Elementary School property, 12910 NE 195<sup>th</sup> Street, Bothell WA, approximately 60 feet to 100 feet south of the intersection of NE 195<sup>th</sup> and 130<sup>th</sup> PL NE. The intertie is described as an 8-inch line that will connect to the District's main in 130<sup>th</sup> PL NE and run west across 130<sup>th</sup> PL NE to connect to a two-way pressure sustaining/pressure reducing valve that will control the flow to and from either party's water system.
- Cost and Ownership of Installation.** Northshore shall pay all costs associated with installation of the intertie. Upon final acceptance by the City, the City shall own the two-way pressure reducing/pressure sustaining valve, and shall convey the 8-inch line from the District's line to the vault by bill of sale to the District which shall own and maintain the 8-inch line. The City shall afford the District access to the two-way pressure sustaining/pressure reducing valve at all times.
- Emergency Supply.** In the event of an exchange of water through the intertie connection, the receiving party shall upon receipt of a billing from the sending party, promptly pay the billed water service charge. The bill shall be based upon the measured volume of water passing through the intertie connection at the retail/wholesale rate established by the sending party. Payment shall be

due thirty days after the date of the billing. Delinquent amounts shall bear interest of 12% per annum.

4. **Maintenance of Connection.** The City shall be responsible for maintaining the connection between the systems at its expense, including the by-pass facilities. As necessary, the City and District shall confer to agree upon operational characteristics for the intertie, including changes to control set points that, in absence of an agreement, the City retains authority to decide.
5. **Water Compatibility.** The receiving party shall be responsible for resolving any water compatibility issues.
6. **Legal Relations.** This is an Agreement for the emergency and temporary supply of water, and neither party shall acquire by virtue of this Agreement any proprietary or governmental interest in the water system of the other party. The parties are neither partners nor joint venturers; and neither is the agent of the other. Each party agrees to defend, indemnify and hold the other party harmless from any claim, liability, damage, or judgment, including reasonable attorney's fees, arising from or in any way related to the emergency connection (excluding temporary supply), but only to the extent of the indemnifying party's negligence.
7. **Insurance.** Each party agrees to maintain comprehensive personal liability and property damage insurance at present levels and scope of coverage. A party shall upon request provide the other party with a certificate showing such insurance to be in force.
8. **Integration.** This document completely integrates the parties' understandings and there are no other agreements, either oral or in writing. Any change to this agreement, must be in writing and signed by the parties. In any action to enforce this agreement, the prevailing party shall be entitled to recover its costs, including a reasonable attorney's fee.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed the day and year first written above.

WOODINVILLE WATER DISTRICT

By 

General Manager for:  
(Print name here)

President, Board of Commissioners

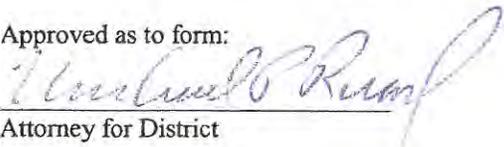
CITY OF BOTHELL

By 

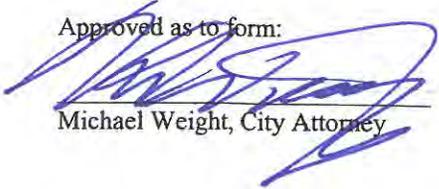
Manny Ocampo  
(Print name here)

Acting City Manager

Approved as to form:

  
Attorney for District

Approved as to form:

  
Michael Weight, City Attorney

ATTEST:

  
BOTHELL CITY CLERK