



PUBLIC WORKS OPERATIONS
Sean M. Bauer
Water System Manager
220 4th Avenue South
Kent, WA 98032
Fax: 253-856-6600

PHONE: 253-856-5600

February 28, 2017

RECEIVED
MAR 6 2017
SOOS CREEK
WATER & SEWER DISTRICT

Ron Speer, General Manager
Soos Creek Water & Sewer District
PO Box 58039
Renton, WA 98058-1039

Re: Water Service Area Boundary Adjustment Agreement

Dear Mr. Speer;

Thank you for taking the time to work with us on areas of improvement for our representative water service area boundaries.

Enclosed for your records is an original of the signed agreement for these revisions by the City and the District.

Thank you again for working with us through this process; if you have any questions please feel free to contact me at (253) 856-5610.

Sincerely,

Sean Bauer
Water System Manager

Encl. Signed Water Service Area Boundary Adjustment Agreement

WATER SERVICE AREA BOUNDARY ADJUSTMENT AGREEMENT

This Water Service Area Boundary Adjustment Agreement ("Agreement") is made and entered into by and between the City of Kent, a Washington municipal corporation ("City"), and Soos Creek Water & Sewer District, a Washington municipal corporation ("District") (each individually a "Party" and collectively the "Parties"), for the purposes set forth below.

Recitals

A. The City is a non-charter code city formed and existing pursuant to Title 35A of the Revised Code of Washington (RCW). The City owns and operates water and sewer utility systems and provides retail water utility services to customers located within the City's corporate and approved water service area boundaries.

B. The District is a water-sewer special purpose district formed and existing pursuant to Title 57 RCW. The District owns and operates a water utility system and provides retail water utility services to customers located within the District's corporate and approved water service area boundaries.

C. Portions of the District's and the City's water service area boundaries are adjacent.

D. The City's and the District's exclusive water service area boundaries have been established and approved pursuant to Chapter 70.116 RCW, the Public Water System Coordination Act of 1977 ("Act"). In accordance with the East King County Coordinated Water System Plan and the South King County Coordinated Water System Plan prepared pursuant to the Act, the City and the District have been designated the exclusive water service purveyors within their respective authorized water service areas. The City's and District's retail water service area boundaries have also been established and approved pursuant to water system plans approved by the Washington State Department of Health (DOH), King County, and other public agencies with jurisdiction. The water system plans designate the City and the District as the exclusive water service purveyors within their respective authorized retail water service areas.

E. The City's and the District's exclusive water service area boundaries need to be revised to reflect existing infrastructure installed and maintained by either the City or the District, as the case may be, and to revise both boundaries to conform to the edges of existing lot lines, where possible, instead of bisecting existing lots. It is cumbersome for developers, City staff, and District staff, when a development proposal is submitted and the water service area boundaries split the proposed development into two separate water service areas.

Therefore, in consideration of the terms and conditions set forth herein, the Parties agree as follows:

Agreement

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

2. Water Service Area Boundary Adjustment. The Parties agree the water service area boundary between the City and the District is hereby adjusted as agreed upon by both parties and shown in **Exhibit A** attached hereto and incorporated herein by this reference, as of the Effective Date of this Agreement.

3. Planning Documents, Other Approvals, and Governmental Notifications. The Parties agree to amend their respective water system plans and any other required planning or permitting documents to document, show and formalize the adjusted exclusive water service area boundary between the Parties as provided for in this Agreement, with each regular update of those plans, permits or other documents. Both Parties shall provide any necessary government notifications, including, but not limited to, notifications to the State Department of Health, or the King County Boundary Review Board, as may be required. However, failure to make those amendments, failure to obtain any required plan approvals involving the service area adjustment, or failure to provide required notifications will not affect the contractual obligations between the Parties as provided for in this Agreement.

4. Miscellaneous.

4.1 Duration. This Agreement is intended to create a permanent water service area boundary change between the Parties.

4.2 Indemnification. The City will defend, indemnify and hold the District, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, arising out of or in connection with the City's negligent performance of this Agreement.

The District will defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, arising out of or in connection with the District's negligent performance of this Agreement.

4.3 Non-Waiver of Breach. Either Party's failure to insist upon strict performance of any of the covenants and agreements contained in this Agreement or to exercise any option conferred by this Agreement in one or more instances will not be construed to be a waiver or relinquishment of those covenants, agreements or options.

4.4 Governing Law, Resolution of Disputes and Legal Costs. Washington law will govern this Agreement. If the Parties are unable to settle any dispute, difference or claim arising from this Agreement, the exclusive means of resolving that dispute, difference or claim, will only be by filing suit exclusively under the venue, rules and jurisdiction of the King County Superior Court, King County, Washington, unless the Parties agree in writing to an alternative dispute resolution process. In any claim or lawsuit for damages arising from the Parties' performance of this Agreement, each Party will pay all its own legal costs and attorney fees incurred in defending or bringing that claim or lawsuit, including all appeals, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph will be construed to limit either Party's right to indemnification under subsection 4.2.

4.5 Assignment or Modification. Assignment, waiver, alteration, or modification of all or part of this Agreement will not be binding on the Parties unless in writing and signed by a duly authorized representative of each Party.

4.6 Entire Agreement. The written provisions and terms of this Agreement supersede all prior verbal statements of any officers or other representatives of either Party, and those statements will not be construed as part of this Agreement.

4.7 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original, and all of which together will constitute one agreement.

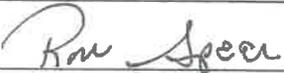
4.8 Authority. The Parties represent and warrant this Agreement has been duly approved and authorized by their respective legislative authorities, that each Party has full power and authority to enter into this Agreement and to carry out the actions required of them in this Agreement, and all persons signing this Agreement in a representative capacity represent and warrant they have the full power and authority to bind their respective municipal entities.

5. Effective Date. This Agreement will take effect on the last date entered below ("Effective Date").

The City of Kent

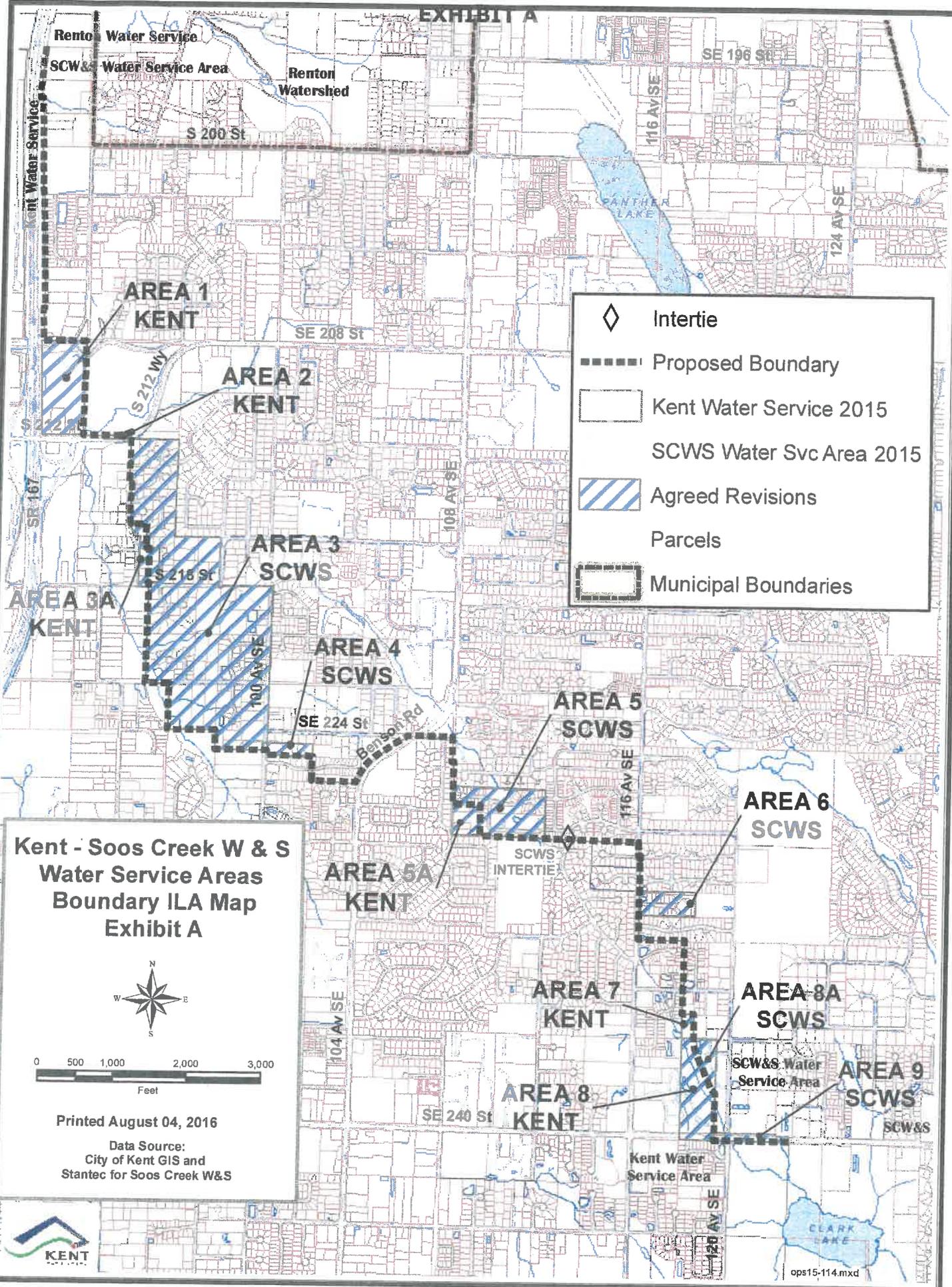

By Suzette Cooke
Its Mayor
Date: 2/23/17

Soos Creek Water & Sewer District


By Ron Speer
Its G.M.
Date: 12/5/2016

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EXHIBIT A



Renton Water Service
SCWS Water Service Area
Renton Watershed
S 200 St

SE 196 St

116 AV SE

124 AV SE

AREA 1
KENT

SE 208 St

AREA 2
KENT

S 212 Wwy

AREA 3
SCWS

S 218 St

108 AV SE

AREA 3A
KENT

AREA 4
SCWS

SE 224 St

Benson Rd

AREA 5
SCWS

116 AV SE

AREA 6
SCWS

Kent - Soos Creek W & S
Water Service Areas
Boundary ILA Map
Exhibit A

SCWS
INTERTIE

AREA 5A
KENT

AREA 7
KENT

AREA 8A
SCWS

SCWS Water
Service Area

AREA 9
SCWS



Printed August 04, 2016

Data Source:
City of Kent GIS and
Stantec for Soos Creek W&S



DO NOT REPRODUCE

Legend

- SCWS Water System
- Kent Water System
- ◊ Intertie
- Proposed Boundary
- ▭ Kent Water Service 2015
- ▭ SCWS Water Svc Area 2015
- Areas for Discussion
- Parcels
- ▭ Municipal Boundaries
- ▭ Buildings

**AREA 1
KENT**

**AREA 2
KENT**

**AREA 3A
KENT**

**AREA 3
SCWS**

**AREA 4
SCWS**

**AREA 5
SCWS**

**AREA 5A
KENT**

**AREA 6
SCWS**

**AREA 8A
SCWS**

**AREA 7
KENT**

**AREA 8
KENT**

**AREA 9
SCWS**

**Kent - Soos Creek W & S
Water Service Areas
Boundary Study Map**

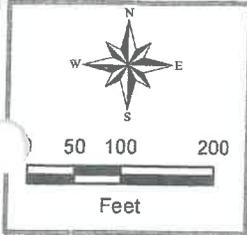


0 250 500 1,000
Feet

Printed August 03, 2016

Data Source:
City of Kent GIS and
Stantec for Soos Creek W&S





MANGANESE WATER TREATMENT FACILITY

Legend

- SCWS Water System
- Kent Water System
- ◇ Intertie
- - - Proposed Boundary
- ▭ (red dashed) Kent Water Service 2015
- ▭ (blue dashed) SCWS Water Svc Area 2015
- ▭ (light blue) Areas for Discussion
- ▭ (light orange) Parcels
- ▭ (dotted) Municipal Boundaries
- ▭ (light grey) Buildings
- - - Hydro Features

Soos Creek Water Service Area



AREA 1 KENT

AREA 2 KENT

AREAS 1 & 2

Kent Water Service Area

SR 167 SR 167

16"

10"

10"

16"

S 212 St

91 Av S

S 208 St

6"

92 Av S

212TH ST TREATMENT PLANT/WELL

Printed June 10, 2016

Data Source:
City of Kent GIS and
Stantec for Soos Creek W&S

Kent - Soos Creek W & S
Water Service Areas
Boundary Study Map

AREA 3 SCWS
Continues to the North 6"

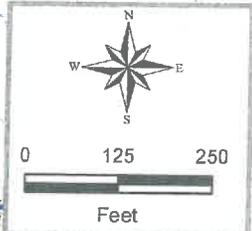
EXHIBIT A

DO NOT REPRODUCE

SOUTH 218TH ST 6 MG WATER RESERVOIR

GARRISON RES

AREA 3 SCWS



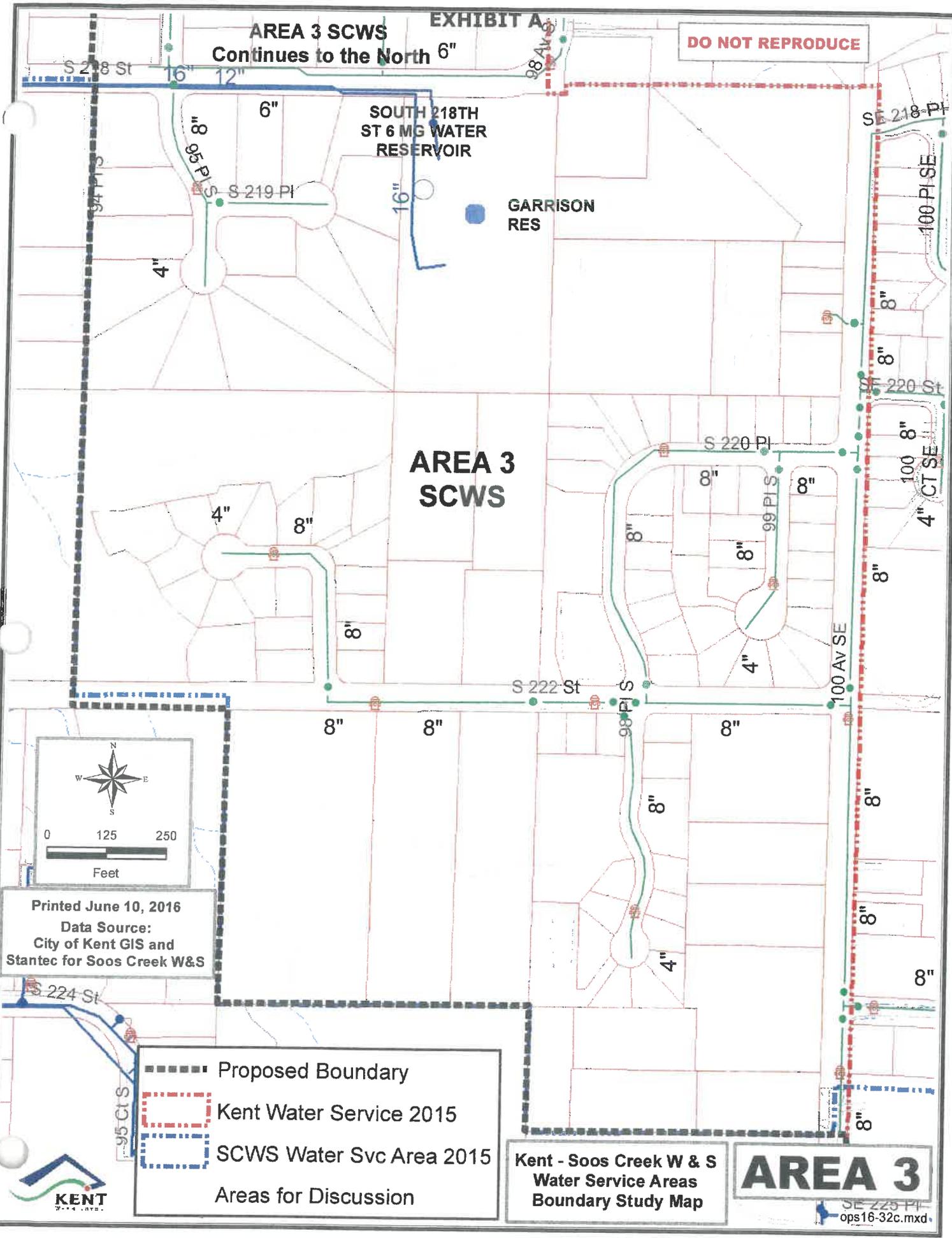
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Stantec for Soos Creek W&S

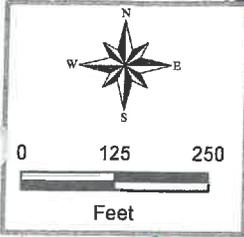
-  Proposed Boundary
 -  Kent Water Service 2015
 -  SCWS Water Svc Area 2015
- Areas for Discussion

**Kent - Soos Creek W & S
Water Service Areas
Boundary Study Map**

AREA 3

SE 225 Pl
ops16-32c.mxd





Legend

- SCWS Water System
- Kent Water System
- ◇ Intertie
- Proposed Boundary
- - - Kent Water Service 2015
- - - SCWS Water Svc Area 2015
- Areas for Discussion
- ▭ Parcels
- ▭ Municipal Boundaries
- ▭ Buildings
- Hydro Features



**AREA 3
SCWS**

Kent Water Service Area

**AREA 3A
KENT**

S 218TH ST
SUPPLY MAIN

Soos Creek Water Service Area

SOUTH 218TH
ST 6 MG WATER
RESERVOIR

**AREA 3 SCWS
Continues to the South**

GARRISON
RES

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City of Kent GIS and
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**Kent - Soos Creek W & S
Water Service Areas
Boundary Study Map**

AREAS 3 & 3A



Legend

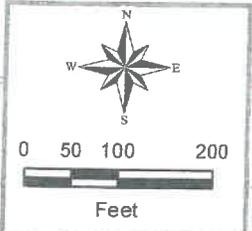
- SCWS Water System
- Kent Water System
- Intertie
- Proposed Boundary
- Kent Water Service 2015
- SCWS Water Svc Area 2015
- Areas for Discussion
- Parcels
- Municipal Boundaries
- Buildings
- Hydro Features

AREA 4 SCWS

Kent Water Service Area

Soos Creek Water Service Area

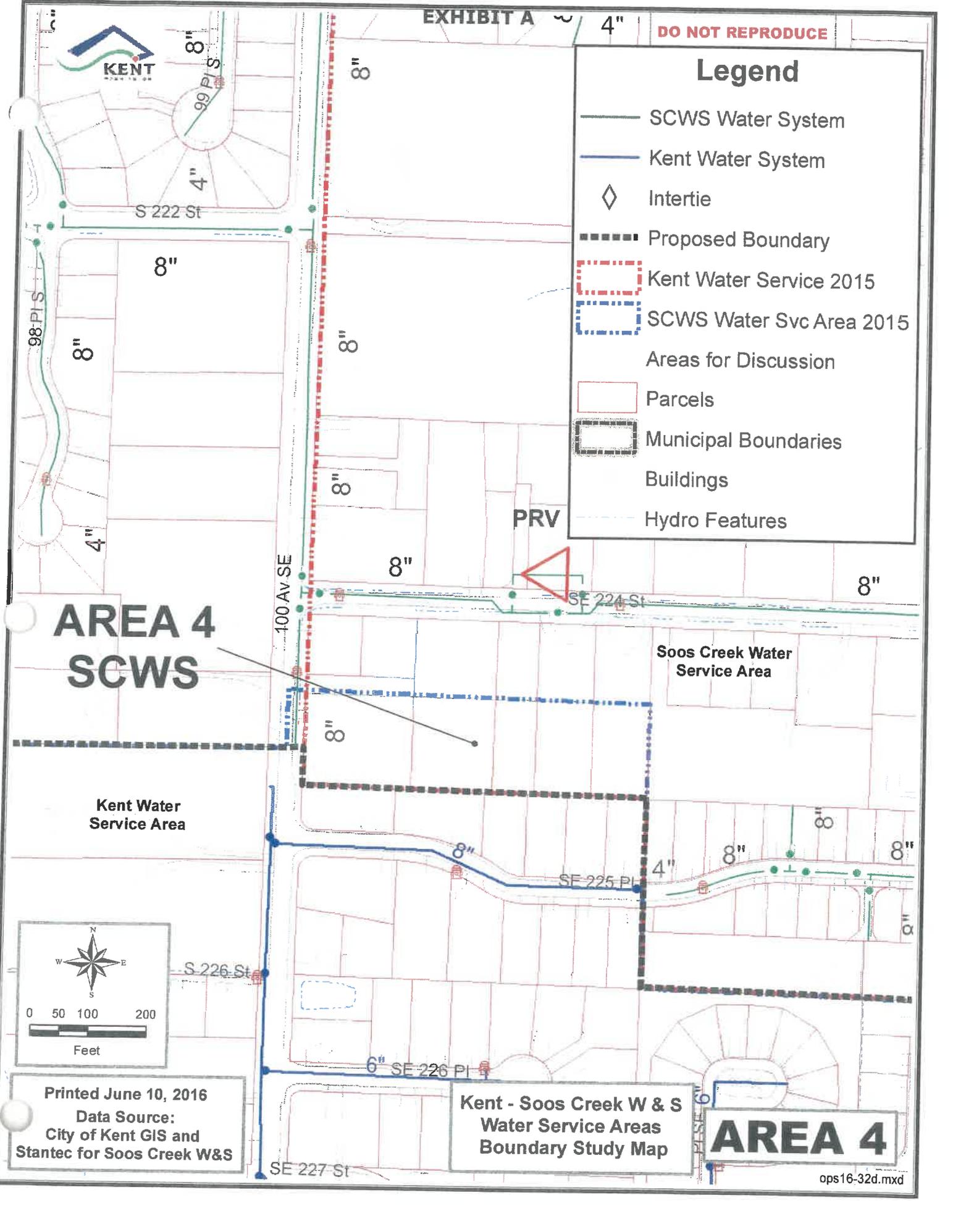
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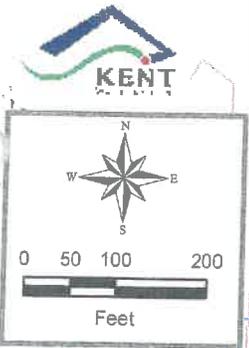
Kent - Soos Creek W & S
 Water Service Areas
 Boundary Study Map

AREA 4



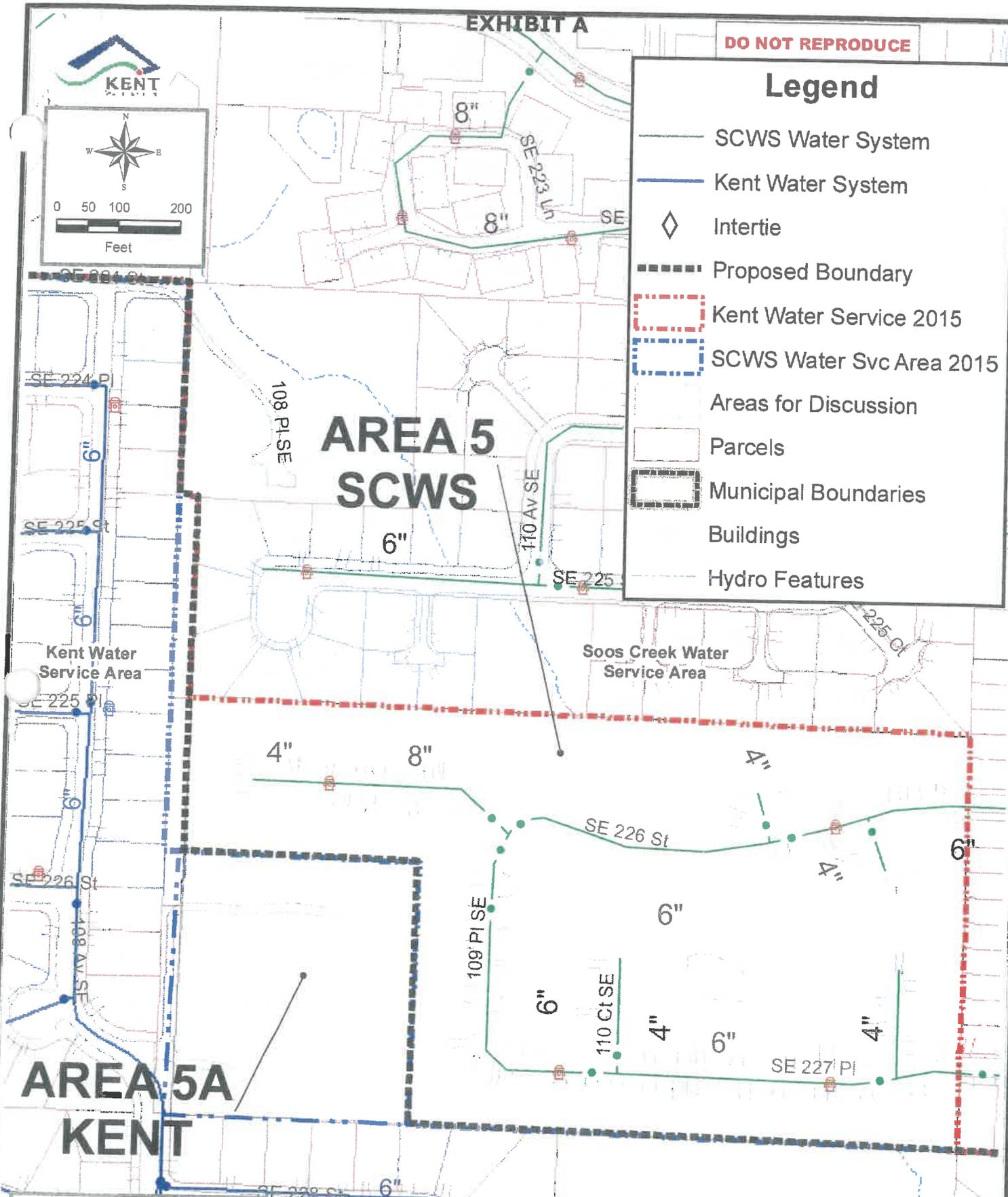
Legend

-  SCWS Water System
-  Kent Water System
-  Intertie
-  Proposed Boundary
-  Kent Water Service 2015
-  SCWS Water Svc Area 2015
-  Areas for Discussion
-  Parcels
-  Municipal Boundaries
-  Buildings
-  Hydro Features



AREA 5 SCWS

AREA 5A KENT



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 Data Source:
 City of Kent GIS and
 Stantec for Soos Creek W&S

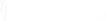
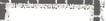
Kent - Soos Creek W & S
 Water Service Areas
 Boundary Study Map

AREAS 5 & 5A

EXHIBIT A

DO NOT REPRODUCE

Legend

-  SCWS Water System
-  Kent Water System
-  Intertie
-  Proposed Boundary
-  Kent Water Service 2015
-  SCWS Water Svc Area 2015
-  Areas for Discussion
-  Parcels
-  Municipal Boundaries
-  Buildings
-  Hydro Features

KENT

115 Av SE

4"

6"

10"

10"

SE 227 PI

SE 228 PI

8"

8"

8"

8"

8"

8"

8"

8"

8"

8"

8"

8"

8"

8"

8"

8"

8"

8"

8"

8"

SE 229 St

115 Ct SE

116 Av SE

11 PI SE

SE 229 PI

Kent Water Service Area

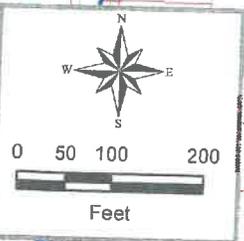
Soos Creek Water Service Area

SE 230 PI

SE 230 PI

4"

AREA 6 SCWS



SE 231 PI

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Data Source:
City of Kent GIS and
Stantec for Soos Creek W&S

Kent - Soos Creek W & S
Water Service Areas
Boundary Study Map

AREA 6

DO NOT REPRODUCE

Legend

-  SCWS Water System
-  Kent Water System
-  Intertie
-  Proposed Boundary
-  Kent Water Service 2015
-  SCWS Water Svc Area 2015
-  Areas for Discussion
-  Parcels
-  Municipal Boundaries
-  Buildings
-  Hydro Features

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 Data Source:
 City of Kent GIS and
 Stantec for Soos Creek W&S



AREA 7 KENT

AREA 8A SCWS

AREA 8 KENT

AREA 9 SCWS

Kent Water Service Area

Kent - Soos Creek W & S Water Service Areas Boundary Study Map

AREAS 7, 8, 8A, & 9

