



SOOS CREEK WATER AND SEWER DISTRICT

KING COUNTY, WASHINGTON

RESOLUTION NO. 3416-S

A RESOLUTION of the Board of Commissioners of Soos Creek Water and Sewer District, King County, Washington, authorizing Addendum No. 2 to Cascade Interceptor Agreement with the City of Renton for Rehabilitation and Maintenance.

WHEREAS, the District and the City of Renton entered into an Agreement dated March 27, 1964, pertaining to the construction, operation and maintenance of the Cascade Interceptor; and

WHEREAS, on the 5TH day of January, 2011, by Resolution No. 3271-S, the following was adopted:

ADDENDUM TO THE MARCH 27, 1964 CASCADE INTERCEPTOR AGREEMENT

SUBJECT: REHABILITATION AND MAINTENANCE OF THE CASCADE INTERCEPTOR; and

WHEREAS, rehabilitation and maintenance pursuant to that Addendum was successfully completed; and

WHEREAS, additional investigation of the Interceptor has determined that additional rehabilitation and maintenance is necessary and appropriate to ensure the reliability and efficiency of the Interceptor; and

WHEREAS, the City and the District have conferred, and have reached agreement as to the best manner in which to accomplish the necessary work; and

WHEREAS, it is now in the best interests of the City and the District to adopt an Addendum No. 2 to the Agreement regarding additional immediate and future rehabilitation, maintenance and repair; and

WHEREAS, an Addendum No. 2 has been prepared incorporating the terms of agreement between the City and the District.

RESOLUTION NO. 3416-S

SUBJECT: Approving Addendum No. 2 to Cascade Interceptor Agreement with the City of Renton

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NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Soos Creek Water and Sewer District, as follows:

SECTION 1: That the following is hereby approved, and the District Manager is hereby authorized to execute the same on behalf of the District:

SECOND ADDENDUM TO THE MARCH 27, 1964 CASCADE INTERCEPTOR AGREEMENT SUBJECT: PHASE II - REHABILITATION AND MAINTENANCE OF THE CASCADE INTERCEPTOR

SECTION 2: That a copy of the Addendum No. 2 shall be maintained on file at the District, and shall be available for review.

SECTION 3: That the District shall perform said Agreement, as amended by the Addendum, in accordance with the terms thereof.

ADOPTED by the Board of Commissioners of Soos Creek Water and Sewer District, King County, Washington, at a regular open public meeting thereof on the 22nd day of January, 2014.



GARY CLINE, President



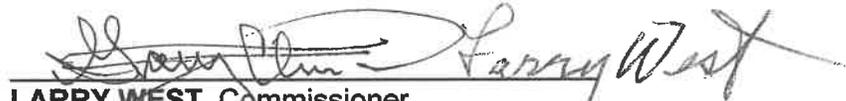
STEVE PFAFF, Secretary



DAROLD STROUD, Commissioner



ALICE MARSHALL, Commissioner



LARRY WEST, Commissioner

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SUBJECT: Approving Addendum No. 2 to Cascade Interceptor Agreement with the City of Renton

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SOOS CREEK WATER AND SEWER DISTRICT

KING COUNTY, WASHINGTON

RESOLUTION NO. 3271-S

A RESOLUTION of the Board of Commissioners of Soos Creek Water and Sewer District, King County, Washington, authorizing Addendum to Cascade Interceptor Agreement with the City of Renton for Rehabilitation and Maintenance.

WHEREAS, the District and the City of Renton entered into an Agreement dated March 27, 1964, pertaining to the construction, operation and maintenance of the Cascade Interceptor; and

WHEREAS, it is now in the best interests of the City and the District to adopt an Addendum to the Agreement regarding immediate and future rehabilitation, maintenance and repair; and

WHEREAS, an Addendum has been prepared incorporating the terms of agreement between the City and the District.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Soos Creek Water and Sewer District, as follows:

SECTION 1: That the following is hereby approved, and the President and Secretary of the Board of Commissioners are hereby authorized to execute on behalf of the District:

ADDENDUM TO THE MARCH 27, 1964 CASCADE INTERCEPTOR AGREEMENT

SUBJECT: REHABILITATION AND MAINTENANCE OF THE CASCADE INTERCEPTOR

SECTION 2: That a copy of the Addendum shall be maintained on file at the District, and shall be available for review.

SECTION 3: That the District shall perform said Agreement, as amended by the Addendum, in accordance with the terms thereof.

ADOPTED by the Board of Commissioners of Soos Creek Water and Sewer District, King

RESOLUTION NO. 3271-S

SUBJECT: Approving Addendum to Cascade Interceptor Agreement with the City of Renton

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County, Washington, at a regular open public meeting thereof on the 5th day of January, 2011.



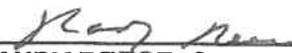
ALICE MARSHALL, President

EXCUSED

KAREN WEBSTER, Secretary



CLEMENT QUANRUD, Commissioner



RANDY REECE, Commissioner



GARY CLINE, Commissioner

RESOLUTION NO. 3271-S

SUBJECT: Approving Addendum to Cascade Interceptor
Agreement with the City of Renton

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CITY OF RENTON & SOOS CREEK WATER AND SEWER DISTRICT

ADDENDUM TO THE MARCH 27, 1964 CASCADE INTERCEPTOR AGREEMENT
SUBJECT: REHABILITATION AND MAINTENANCE OF THE CASCADE INTERCEPTOR

THIS ADDENDUM is entered into this 5th day of January, 2011, by and between SOOS CREEK WATER AND SEWER DISTRICT, a Washington municipal corporation, hereinafter referred to as "SOOS CREEK", and the CITY OF RENTON, a Washington municipal corporation, hereinafter referred to as "RENTON", both being duly organized and existing under and by virtue of the laws of the State of Washington,

WITNESSETH:

WHEREAS, RENTON and SOOS CREEK (operating as Cascade Sewer District) entered into an agreement March 27, 1964 pertaining to the construction, operation and maintenance of a certain interceptor sewer line, hereinafter referred to as "Cascade Interceptor"; and

WHEREAS, Some parts of the Cascade Interceptor are in need of immediate rehabilitation while other parts will potentially need rehabilitation in the near future; and

WHEREAS, It is in the best interest of RENTON and SOOS CREEK to rehabilitate those portions of the Cascade Interceptor in immediate need and to perform additional maintenance and inspection on the Cascade Interceptor in order to extend the useful life of those portions not in immediate need of rehabilitation; now, therefore,

IT IS HEREBY AGREED by and between the parties hereto as follows:

1. Rehabilitation of Portions of the Cascade Interceptor. RENTON will design, permit, bid and manage a project to rehabilitate the structures and sewer mains between manhole 5321-009 and 5321-015, as shown on "Exhibit A", an approximate distance of twelve hundred lineal feet. Rehabilitation will exclude that portion of the sewer main replaced during the emergency repair in 2010.

The total cost of the rehabilitation (including design, construction, etc) is estimated at \$200,000. The total cost shall be divided such that RENTON will pay twenty percent (20%) of the cost and SOOS CREEK will pay eighty percent (80%) of the cost. RENTON will invoice SOOS CREEK, at the conclusion of the project, eighty percent (80%) of the actual costs incurred by RENTON for the construction contract, staff costs for design and construction management.

It is understood that RENTON may rehabilitate some sewer mains and / or manholes adjacent to the Cascade Interceptor. If done as part of the same project, the additional work will be identified as a separate schedule in the project and SOOS CREEK will not be responsible for participation in this work.

2. Additional Maintenance to Extend the Life of the Cascade Interceptor. Recognizing that hydrogen sulfide (H₂S) is a problem within this system and is accelerating the degradation of the Cascade Interceptor, SOOS CREEK will introduce a chemical

treatment at their Lift Station #5. The treatment will involve the use of BIOXIDE solution from Siemens. Alternate treatment product(s) may be utilized under agreement of both parties.

SOOS CREEK will occasionally access the Cascade Interceptor, utilizing proper maintenance and safety procedures, at RENTON manhole 5321-013, 5321-014, or 5321-015 to monitor H2S levels in the system to ensure proper dosing is occurring.

The estimated cost of chemical for treatment is estimated to be \$60,000 (2010 dollars) per year. RENTON will pay twenty-two percent (22%) of the invoiced cost of the chemical as RENTON's share of all costs incurred by SOOS CREEK. SOOS CREEK will invoice RENTON every six months.

3. Monitoring the condition of the Cascade Interceptor. RENTON will perform television inspection of the Cascade Interceptor approximately every two years. SOOS CREEK will pay eighty percent (80%) of the cost of the television inspection including the use of RENTON's television inspection equipment, staff, and any required equipment or methodology for reducing flow in the interceptor to allow proper visual inspection. RENTON will invoice SOOS CREEK at the conclusion of the inspection.
4. Obligations Intact. Nothing herein shall be construed to alter the rights, responsibilities, liabilities, or obligations of either RENTON or SOOS CREEK regarding provisions of sanitary sewer services to their customers pursuant to any agreements previously executed by the parties, except as specifically set forth herein.

DATED this 18th day of February, 2011.

Authorized by Resolution No. 4082 of the City Council of the City of Renton, Washington, at its regular meeting held on 14th day of February, 2011.

CITY OF RENTON

Denis Law 2/18/11
Denis Law, Mayor Date

ATTEST:

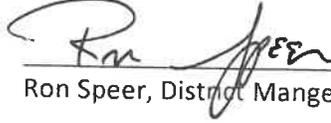
Bonnie I. Walton 2/18/2011
Bonnie I. Walton, City Clerk Date

APPROVED AS TO LEGAL FORM:
Lawrence J. Warren
Lawrence J. Warren, City Attorney



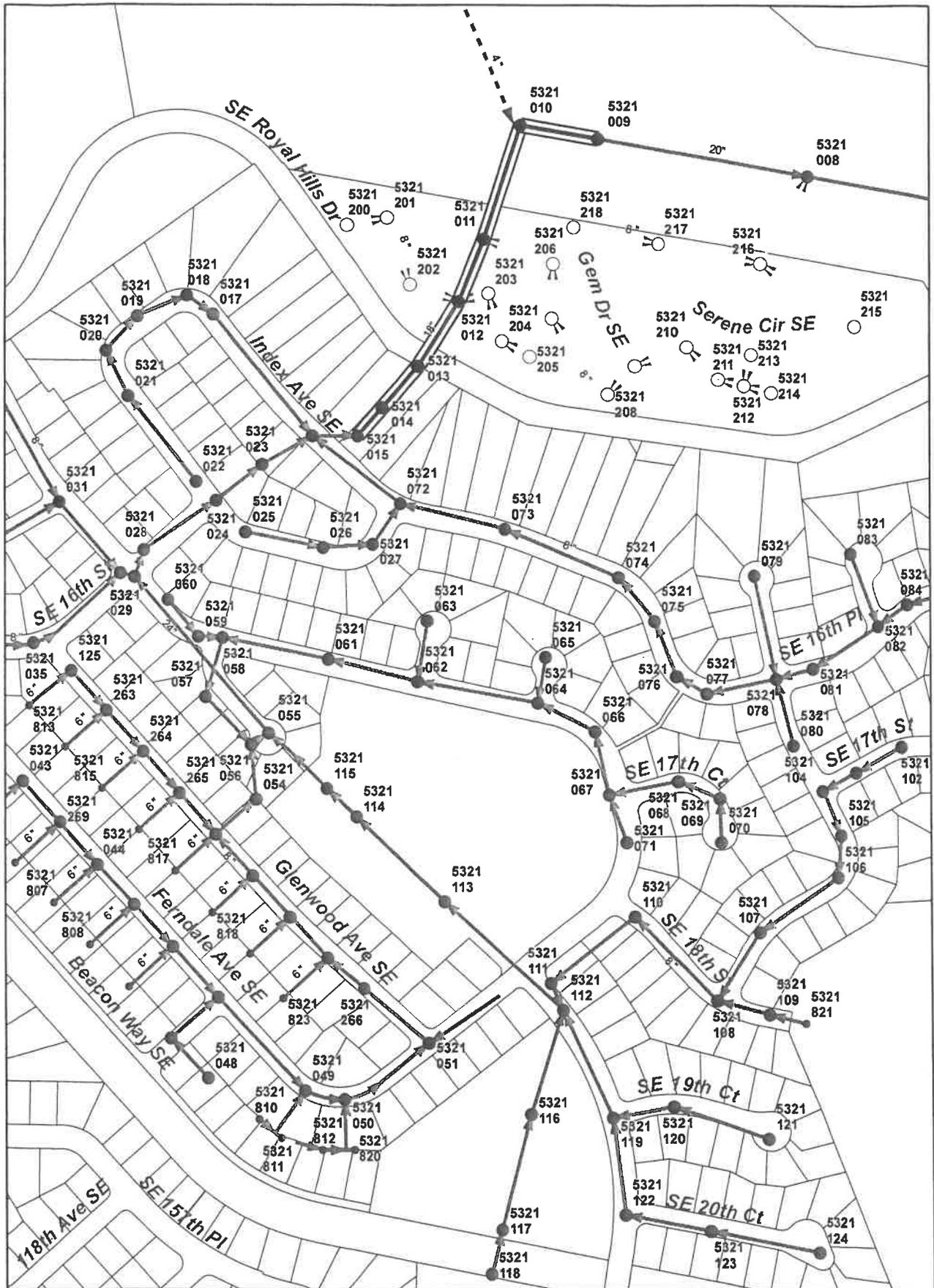
Approved by Resolution No. 3271-S of the Board of Commissioners of SOOS CREEK WATER AND SEWER DISTRICT of King County, Washington, adopted at its regular meeting held on the 5th day of January, 2011.

SOOS CREEK WATER AND SEWER DISTRICT

A handwritten signature in black ink, appearing to read "Ron Speer", is written over a horizontal line.

Ron Speer, District Manger

EXHIBIT "A"



Legend

==== PORTION OF INTERCEPTOR
TO BE REHABILITATED

Denis Law
Mayor

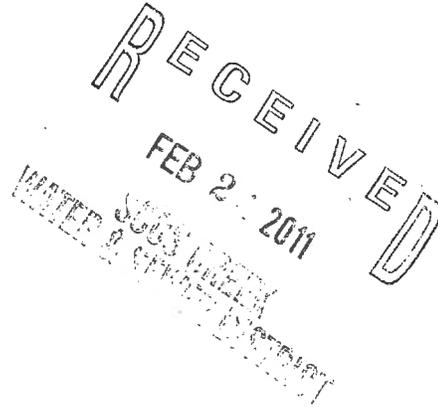
City of
Renton



Public Works Department - Gregg Zimmerman, P.E., Administrator

February 23, 2011

Mr. Alan Eades
Soos Creek Water and Sewer District
PO Box 58039
Renton, WA 98058-1039



RE: ADDENDUM TO THE MARCH 27, 1964 CASCADE INTERCEPTOR AGREEMENT
SUBJECT: REHABILITATION AND MAINTENANCE OF THE CASCADE INTERCEPTOR

Dear Mr. Eades:

Please find enclosed for your records an executed original of the Addendum 1-11, to the March 27, 1964 Cascade Interceptor Agreement Subject: Rehabilitation and Maintenance of the Cascade Interceptor, between the City of Renton and Soos Creek Water and Sewer District.

Thank you for your help. If you have any questions, please contact me at 425-430-7206 or by email at mboenit@rentonwa.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "mboenit".

Michael A. Benoit
Wastewater Utility

Enclosure

(A)

WHEREAS THE CASCADE SEWER DISTRICT, a municipal corporation, hereinafter referred to as "DISTRICT", has heretofore made application to the CITY OF RENTON, a city of the second class under the laws and statutes of the State of Washington, hereinafter referred to as "CITY", to use certain street right of ways for the construction, installation and maintenance of a certain interceptor sewer line which line extends from the DISTRICT'S present sewer system, through portions of the CITY OF RENTON and connects to the sewer system of the Municipality of Metropolitan Seattle, and

WHEREAS it is deemed advisable and of public benefit to provide for the connection and hookup of properties located within the CITY to said interceptor sewer to be constructed at the sole cost and expense of DISTRICT, and

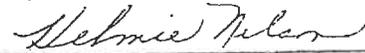
WHEREAS DISTRICT, CITY and certain affected property owners whose properties lie within the CITY have heretofore agreed to enter into a certain Agreement, pursuant to which CITY would collect for and on behalf of DISTRICT, certain hookup charges from any and all property owners desiring to hookup to such interceptor line, without any liability whatever on the part of the CITY for such line except as to CITY'S obligation to remit funds unto the DISTRICT so collected from abutting owners desiring to tap on to such line, and said Agreement being reasonable and proper and in the public interest, NOW THEREFORE,

BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF RENTON AS FOLLOWS:

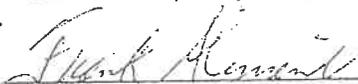
SECTION I: All the aforesaid recitals and findings are hereby determined to be true and correct in all respects.

SECTION II: The Mayor and the City Clerk are hereby authorized and directed to execute, on behalf of CITY, that certain Agreement between DISTRICT and CITY dated March 7, 1964, a copy thereof being attached hereto, labeled Exhibit "A" and by reference incorporated herein as if fully set forth. The Mayor and City Clerk are further authorized and directed to issue such permits for the construction and installation of said interceptor line within and under the CITY'S streets as specified in the aforesaid Agreement and as determined and approved by the CITY'S Engineer. Such Agreement, upon execution by all the parties thereto, shall then be recorded in the Office of the King County Auditor at the expense of DISTRICT, and copies thereof furnished unto the owners of property located within the CITY and abutting upon said interceptor sewer line hereinabove referred to.

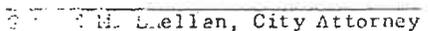
PASSED BY THE CITY COUNCIL this 2nd day of March, 1964.


Helmie Nelson, City Clerk

APPROVED BY THE MAYOR this 2nd day of March, 1964.


Frank Aliment, Mayor

APPROVED AS TO FORM:


H. Lellan, City Attorney

Date: _____

Signature: *[Handwritten Signature]*

AGREEMENT

AG-764-64

THIS AGREEMENT, made and entered into this 27th day of March, 1964, by and between CASCADE SEWER DISTRICT, a municipal corporation of the State of Washington, hereinafter called "DISTRICT", and the CITY OF RENTON, a municipal corporation of the State of Washington, hereinafter called "CITY",

W I T N E S S E T H:

THAT WHEREAS, the District and the City are situated contiguously in King County, State of Washington, and

WHEREAS, the District has prepared construction plans and called for contract bids for construction of an interceptor sewer line to extend from the present sewer system operated by the District, within its boundaries, and to run through certain portions of the City to collection trunk sewer lines constructed by the Municipality of Metropolitan Seattle, and

WHEREAS, certain areas hereinafter described situated within the boundaries of the City may also be served by use of said interceptor line, thereby eliminating the necessity of the City constructing such trunk facilities, and

WHEREAS, the District is willing and able to construct and pay for the costs of said line and the City is willing and desirous to reimburse the District for an agreed upon portion of said construction costs, according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, IT IS HEREBY MUTUALLY COVENANTED AND AGREED by and between the parties hereto, as follows:

1. That the entire construction cost of said interceptor line, according to the engineering plans therefor, heretofore prepared by the District and approved by the City, shall be paid by the District.

2. That said line shall be constructed through and across certain areas within the City of Renton, King County, Washington, described as follows:

The following description located in King County, Washington, described the centerline route of the proposed Interceptor Sewer from its point of discharge into the Trunk Sewers of the Municipality of Metropolitan Seattle to the Southerly line of the Seattle Cedar River pipe line right-of-way, which is also the city limits of Renton:

Beginning at the intersection of the North line of the NE 1/4 of Section 21, Township 23 North, Range 5 East W.M., and the Northwesterly margin of the City of Seattle's Mercer Island pipeline R/W, said intersection also being North 89°00'24" West 1112.45 feet from the Northeast corner of said Sec. 21; thence South 28°23'54" West along said Northwesterly margin 1,008.02 feet; thence South 61°36'06" East perpendicular to said Northwesterly margin 5.00 feet to the true point of beginning; also being existing Metro M.H. R-10-33;

- (1) Thence South 28°23'54" West 913.00 feet;
- (2) Thence South 87°04'09" West 84.50 feet;
- (3) Thence North 32°01'11" West 133.00 feet;
- (4) Thence North 80°15'03" West 1,213.76 feet;
- (5) Thence South 14°13'42" West 321.90 feet;
- (6) Thence South 36°27'57" West 428.92 feet;
- (7) Thence South 40°52'44" West 195.69 feet;
- (8) Thence South 72°39'42" West 282.20 feet;
- (9) Thence South 48°08'23" West 397.00 feet;
- (10) Thence South 14°26'59" West 54.08 feet;
- (11) Thence South 41°51'37" East 742.00 feet;
- (12) Thence South 47°41'00" East 762.73 feet;
- (13) Thence South 11°26'54" West 603.91 feet;
- (14) Thence South 11°03'08" West 104.00 feet.

The entire route of the interceptor sewer within the City of Renton, the centerline of which is described above, is located on easements except the following, which are on Public Right of Way:

City of Renton streets;

- The most Southwesterly 105.00 feet of Course (9);
- All of Course (10);
- The most Northwesterly 37.49 feet of Course (11).

The City shall grant to the District a permit for the construction, operation and maintenance of said line, subject to the terms and conditions of this Agreement.

3. That said line shall be used, operated and maintained by the District and by the City for service of their present and future customers for transferring sewage collected by the District and by the City within their respective territories for delivery to the Metro trunk line and no payment or service charge therefor shall be required by either of these parties one to the other for the privilege of such use, other than as hereinafter set forth herein for reimbursement of construction costs, maintenance and repairs.

4. That the City shall have the right to authorize connections to said line by property owners of property situated within the boundaries of the City of Renton, King County, Washington, described as follows:

That portion of Sec. 21, Township 23 North, Range 5 East W.M. lying South of the Cedar River and North of the South line of the Seattle Cedar River Pipeline R/W, except the East 1/2 of Southeast 1/4 and except the Southeast 1/4 of Northeast 1/4 of said Section 21;

Also, that portion of the Easterly 1/2 of Sec. 20, Township 23 North, Range 5 East W.M. from which the sanitary sewage is carried Easterly or Southeasterly in the future across 116th Ave. S.E. and into said Sec. 21 or into Sec. 28, Township 23 North, Range 5 East W.M.

under such terms and conditions as the City may establish for making such connections. The City shall also have the right to authorize connections to said line by property owners of property which may hereafter annex to the City, under the same terms and conditions as provided herein for properties now situated within the boundaries of the City.

5. No person, firm or corporation shall be granted a permit, or be authorized to tap into, hook onto, or use said sewer interceptor line, as hereinabove described, during a period of thirty (30) years from date hereof without first paying unto the City, in addition to any and all other costs and charges made or assessed for such hookup, tap, or use, an amount of not less than \$.013 per square foot of area included in any such properties for which connections are allowed by the City. All amounts received by the City shall be paid out by it unto the District under the terms of this Agreement within sixty (60) days after receipt thereof. Furthermore, in case any tap, hookup, or connection is made into any such interceptor sewer, without such payment first having been made as hereinabove set forth, the City Council of the City of Renton may remove, or cause to be removed, such unauthorized tap, hookup, or connection, and all connecting tile or pipe located in the facility right-of-way, and dispose of unauthorized materials so removed, without any liability whatsoever to any party.

It is expressly understood that the aforesaid minimum charge per square foot, (based on the provisions of R.C.W. 35.92.025), shall not prevent the City from adding or imposing such other reasonable charge for collection and bookkeeping services, including taxes, if any, that may reasonably be incurred by the City, in providing for the collection service herein undertaken for and on behalf of the District; it being stipulated that the aforesaid per square foot rate is solely a method of measurement of the amounts due and owing to the District for properties allowed to connect and use said interceptor line facility.

6. That as between these parties, it is stipulated that the proportionate share of costs of said interceptor line, as located within the boundaries of the City, is approximately \$60,000.00 and that it is the District's intent to be reimbursed by the abutting property owners for such costs. It is expressly agreed and covenanted by and between the parties that the City does in no way warrant payment of any such sum, or sums, during the life of this Agreement, and that the City's obligation hereunder shall be limited solely and exclusively to the collection of charges, as above stated, from property owners who wish to hook up and connect to said interceptor sewer trunk line. No interest shall be charged the City upon such sum, or any other sum, by the District, and the City's agency for collection purposes on behalf of the District shall not impose in any way any liability or other costs upon the City, and the District hereby agrees to hold the City harmless from any liability relating to the costs of installation, or the District's bonded indebtedness in connection therewith.

7. That maintenance costs, repairs and operation necessarily incurred for said interceptor line within the boundaries of the City shall be borne on a proportionate basis determined on the same ratio as the number of users served by the District bears to the number of users served by the City using said interceptor line. Damage to said interceptor line which may be caused by the negligence of either these parties, their agents or assigns, shall be repaired by the responsible party.

8. That ownership of said line shall remain in the District until the expiration of a period of thirty (30) years from date hereof or payment in full of the present bonded indebtedness of the District or subsequent bonded indebtedness incurred for the purpose of refinancing thereof shall have been paid in full, whichever event shall come first, or as otherwise provided by law. Thereafter, the City shall be under no further obligation to collect or remit any other or further sums to the District as reimbursement for construction costs and ownership of said line shall be jointly vested in the District and the City, with full and complete right of use thereof allowed to each party and with expenses of maintenance thereof continued upon the same proportionate basis as hereinabove set forth.

9. In the event said line shall become inadequate to serve the entire area lying within the District and the City, preference shall be given to the District and its users and the City shall, as additional lines become available, divert sewage collected within the District into parallel and additional trunk lines, which it is contemplated would then be available as lines necessarily constructed in development of said properties to such extent.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 27th day of March, 1964.

CASCADE SEWER DISTRICT

By: Lowell W. Jackson
Chairman

By: Charles W. Boyer
Secretary

CITY OF RENTON

By: W. C. Foster
Mayor

Attest:

Helmer Nelson
City Clerk

RATIFICATION OF AGREEMENT

The undersigned, being the principal owners of properties hereinabove described, situated within the boundaries of the City of Renton, in consideration and recognition of the obligations incurred by the City of Renton under the terms and conditions of the foregoing Agreement, do hereby ratify and acknowledge the obligations thereof to the extent that said Agreement affects our real property hereinabove described.

We do hereby acknowledge upon behalf of ourselves, our heirs, executors and assigns that none of our said properties may be connected to the sewer trunk main being constructed by Cascade Sewer District until payment has been made to the City of Renton of such connection and hook-up fees as may be established by the City, which amount will include the \$.013 obligation of the City to the District as hereinabove described.

DATED this 27th day of March, 1964.

VIKING INVESTMENT CORPORATION

By: K. A. Zammich
President

By: [Signature]
Treasurer

Arne G. Goedecke
ARNE G. GOECKE, individually and as
Attorney-in-Fact for Louise M. Goedecke,
his wife

